

INVITATION FOR BID CONSTRUCTION
NO. 24-TA005135JH
MOCCASIN WALLOW ROAD,
SEGMENT 2 FROM 115TH STREET EAST
TO WEST OF SAWGRASS ROAD
PROJECT NO. 6071262
FDOT STATE-FUNDED GRANT
AGREEMENT PROJECT
(FINANCIAL PROJECT
ID 447300-2-54-01)
MARCH 28, 2024

Manatee County BCC
Procurement Division
1112 Manatee Avenue West, 7th Floor, Suite 705
Bradenton, FL 34205
purchasing@mymanatee.org

ADVERTISEMENT: MARCH 28, 2024

**INVITATION FOR BID CONSTRUCTION NO. 24-TA005135JH
MOCCASIN WALLOW ROAD, SEGMENT 2 FROM 115TH STREET EAST TO WEST
OF SAWGRASS ROAD**

Manatee County, a political subdivision of the State of Florida (hereinafter referred to as County), will receive sealed bids from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida, to provide Moccasin Wallow Road, Segment 2 from 115th Street East to West of Sawgrass Road, as specified in this Invitation for Bid Construction to include, but not limited to, Reconstruction and widening to a four-lane divided roadway.

DATE, TIME AND PLACE DUE:

The Due Date and Time for submission of Bids in response to this Invitation for Bid Construction (IFBC) is **May 29, 2024, at 11:00 A.M. ET.** Bids must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. West, 7th Floor, Suite 705, Bradenton, FL 34205 prior to the Due Date and Time.

SOLICITATION INFORMATION CONFERENCE:

No Solicitation Information Conference will be conducted for this solicitation.

DEADLINE FOR QUESTIONS AND CLARIFICATION REQUESTS:

The deadline to submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this Invitation for Bid Construction to the Manatee County Procurement Division is April 25, 2024. Questions and inquiries should be submitted via email to the Designated Procurement Contact shown below.

Important: A prohibition of lobbying is in place. Review Section A.13 carefully to avoid violation and possible sanctions.

DESIGNATED PROCUREMENT CONTACT: Jeb Hayter, Procurement Agent III
(941) 749-3055, Fax (941) 749-3034
Email: jeb.hayter@mymanatee.org
Manatee County Financial Management Department
Procurement Division

AUTHORIZED FOR RELEASE: _____

Table of Contents

Section A, Information to Bidders

Section B, Bid Forms to be completed and returned with Bid

- Appendix A, Minimum Qualifications
- Appendix B, Bidder's Questionnaire
- Appendix C, Environmental Crimes Certification
- Appendix D, Florida Trench Safety Act
- Appendix E, ePayables Application
- Appendix F, Scrutinized Company Certification
- Appendix G, Hold Harmless
- Appendix H, Insurance Statement
- Appendix I, Acknowledgement of Addenda
- Appendix J, Affidavit of No Conflict
- Appendix K, Bid Signature Form
- Appendix L, Bid Pricing Form

Section C, Bid Attachments

- Bid Attachment 1 - Insurance and Bond Requirements
- Bid Attachment 2 - Technical Specifications
- Bid Attachment 3 - Special Provisions
- Bid Attachment 4 - Plans-Roadway-Seg 2
- Bid Attachment 5 - Plans-Lighting-Seg 2
- Bid Attachment 6 - Plans-Signal
- Bid Attachment 7 - Plans-SUE
- Bid Attachment 8 - Geotech Report-Mast Arms
- Bid Attachment 9 - Geotech Report-Roadway
- Bid Attachment 10 - 2023-09-29_MWR_Seg2-3_Existing Topo.dwg
- Bid Attachment 11 - 2023-09-29_MWR_Seg2-3_Proposed Grades.dwg
- Bid Attachment 12 - 2023-09-29_MWR_Seg2-3_Base.dwg
- Bid Attachment 13 - FDOT-447300-2 Executed State Funded Grant Agreement

Section D, Example of a Construction Agreement with General Conditions of the Construction Agreement and Agreement Exhibits

SECTION A, INFORMATION FOR BIDDERS

To receive consideration, entities who submit a response to this Invitation for Bid Construction (Bidders) must meet the minimum qualification requirements and comply with the following instructions. Bid responses (Bids) will be accepted from single business entities, joint ventures, partnerships or corporations.

A.01 BID DUE DATE

The Due Date and Time for submission of Bids in response to this Invitation for Bid Construction (IFBC) is **May 29, 2024, at 11:00 A.M. ET.** Bids must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Avenue West, 7th Floor, Suite 705, Bradenton, FL 34205 and time stamped by a Procurement representative prior to the Due Date and Time.

Bids received after the Due Date and Time will not be considered. It will be the sole responsibility of the Bidder to deliver its Bid to the Manatee County Procurement Division for receipt on or before the Due Date and Time. If a Bid is sent by U.S. Mail, courier or other delivery services, the Bidder will be responsible for its timely delivery to the Procurement Division. Bids delayed in delivery will not be considered, will not be opened at the public opening, and arrangements will be made for their return at the Bidder's request and expense.

A.02 SOLICITATION INFORMATION CONFERENCE AND SITE VISIT:

No Solicitation Information Conference will be conducted for this solicitation and no County escorted site visit will be conducted for this solicitation; however, it is a minimum qualification requirement that the Bidder, or its representative(s) has made an inspection of the construction site for work specified in this IFBC.

Attendance to mandatory information conference is required to meet the minimum qualification requirements of the IFBC.

A.03 PUBLIC OPENING OF BIDS

Bids will be opened immediately following the Due Date and Time at the Manatee County Administration Building, 7th Floor, Suite 705 in the presence of County officials. Bidders or their representatives may attend the Bid opening.

Manatee County will make public at the opening the names of the business entities which submitted a Bid and the total bid price submitted. No review or analysis of the Bids will be conducted at the Bid opening.

A.04 SUBMISSION OF BIDS

The contents of the Bid sealed package must include:

- One (1) bound original clearly identifying Bidder and marked "ORIGINAL".
- One (1) electronic format copy clearly identifying Bidder.

Electronic format copy should be submitted on a Universal Serial Bus (USB) portable

flash memory drive or compact disc (CD) in Microsoft Office® or Adobe Acrobat® portable document format (PDF) in one continuous file. Do not password protect or otherwise encrypt electronic Bid copies. Electronic copies must be searchable and contain an identical Bid to the original.

Submit the Bid package in a sealed container with the following information clearly marked on the outside of the package: IFBC NO. 24-TA005135JH, Moccasin Wallow Road, Segment 2 from 115th Street East to West of Sawgrass Road, Bidder's name, and Bidder's address. Bids must be delivered to the Manatee County Procurement Division prior to the Due Date and Time at the following address:

Manatee County Procurement Division
1112 Manatee Avenue West, 7th Floor, Suite 705
Bradenton, FL 34205

A.05 DISTRIBUTION OF SOLICITATION DOCUMENTS

All documents issued pursuant to this IFBC are distributed electronically and available for download at no charge at www.mymanatee.org > *Bids and Proposals*. Documents may be viewed and downloaded for printing using Adobe Reader® software.

At its sole discretion, the County may utilize third-party providers to distribute proposals. Visit the third-party's website for more information regarding this service. Participation in the third-party system is not a requirement for doing business with Manatee County.

Additionally, the IFBC and all related documents are available for public inspection at the Manatee County Procurement Division, 1112 Manatee Avenue West, 7th Floor Suite 705, Bradenton, FL 34205. Call (941) 749-3014 to schedule an appointment. Documents are available between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, with the exception of County holidays.

As a courtesy, Manatee County notifies the Manatee County Chamber of Commerce and the Manatee County Black Chamber of Commerce of all active solicitations, who then distributes the information to its members.

A.06 EXAMINATION OF BID DOCUMENTS AND SITE(S)

It is the responsibility of each bidder before submitting a bid, to (a) examine the IFBC 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 IFBC documents; and (e) notify County in writing of all conflicts, errors, or discrepancies in the IFBC 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 IFBC documents. County 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 IFBC documents.

All additional lands and access thereto required for temporary construction facilities or storage of materials and 20 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 County unless otherwise provided in the IFBC documents.

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

A.07 ADDENDA

Any interpretations, corrections or changes to this IFBC will be made by addenda. Addenda will be posted on the Procurement Division's web page of the County website at <http://www.mymanatee.org/purchasing> > *Bids and Proposals*. For those solicitations that are advertised on a third-party website, addenda will also be posted on the third-party's distribution system on the 'Planholders' link.

All addenda are a part of the IFBC and each Bidder will be bound by such addenda. It is the responsibility of each Bidder to read and comprehend all addenda issued. Failure of any Bidder to acknowledge an issued addendum in its Bid will not relieve the Bidder from any obligation contained therein.

A.08 BID FORMS

Bids must include the forms provided in this IFBC. If needed, additional pages may be attached to a form. Bidders must fully complete and execute all Bid Forms. Bid Forms must be executed by an authorized official of the company who has the legal authority to bind the company.

A.09 BID EXPENSES

All costs incurred by Bidder in responding to this IFBC will be the sole responsibility of the Bidder.

A.10 QUESTION AND CLARIFICATION PERIOD

Each Bidder shall examine all IFBC documents and will judge all matters relating to the adequacy and accuracy of such documents. Any questions or requests concerning interpretation, clarification or additional information pertaining to this IFBC, including the sample Agreement, shall be made in writing via email to the Manatee County Procurement Division to the Designated Procurement Contact or to purchasing@mymanatee.org. All questions received and responses given will be provided to potential bidders via an addendum to this IFBC.

Manatee County will not be responsible for oral interpretations given by other sources including County staff, representative, or others. The issuance of a written addendum by the Procurement Division is the only official method whereby interpretation, clarification or additional information will be given.

A.11 FALSE OR MISLEADING STATEMENTS

Bids which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Bidder, may be rejected. If, in the opinion of the County, such information was intended to mislead the County in its evaluation of the Bid, and the attribute, condition or capability is a requirement of this IFBC. Such Bidder will be disqualified from consideration for this IFBC and may be disqualified from submitting a response on future solicitation opportunities with the County.

A.12 CONFIDENTIALITY OF SECURITY RELATED RECORDS

- a. Pursuant to Florida Statutes § 119.071(3), the following records (hereinafter referred to collectively as “the Confidential Security Records”) are confidential and exempt from the disclosure requirements of Florida Statutes § 119.07(1):
 - i. A Security System Plan or portion thereof for any property owned by or leased to County or any privately owned or leased property held by County.
 - ii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by County.
 - iii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, or hotel or motel development in the possession of, submitted to County.
- b. Successful Bidder agrees that, as provided by Florida Statute, it shall not, as a result of a public records request, or for other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of County’s Property Management Director or to comply with a court order requiring such release or disclosure. To the extent successful Bidder receives a request for such records, it shall immediately contact the County’s

designated Contract administrator who shall coordinate County's response to the request.

A.13 LOBBYING

After the issuance of any IFBC, prospective bidders, 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 IFBC with any officer, agent or employee of Manatee County other than the Purchasing Official or the contact identified in this IFBC, 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 IFBC and ends upon execution of the final Agreement or when the IFBC has been cancelled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Code of Laws.

A.14 UNBALANCED BIDDING PROHIBITED

County recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices. However, where in the opinion of the County such variation does not appear to be justified given bid 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 County determines that a Bid is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other supporting documentation which the Bidder obtained and upon which the Bidder relied upon to develop its Bid. County reserves the right to deem any presumptive unbalanced Bid where the Bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs as non-responsive.

A.15 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 County 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, and other documents which the bidder obtained and upon which the bidder relied upon to develop the pricing or acquisition timing for these bid items. County 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.16 WITHDRAWAL OR REVISION OF BIDS

Bidders may withdraw Bids under the following circumstances:

- a. If Bidder discovers a mistake(s) prior to the Due Date and Time. Bidder may withdraw its Bid by submitting a written notice to the Procurement Division. The notice must be received in the Procurement Division prior to the Due Date and Time for receiving Bids. A copy of the request shall be retained, and the unopened Bid returned to the Bidder; or
- b. After the Bids are opened but before a contract is signed, Bidder alleges a material mistake of fact 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 in the Bid. Request to withdraw a Bid must be in writing and approved by the Purchasing Official.

A.17 IRREVOCABLE OFFER

Any Bid may be withdrawn up until the Due Date and Time. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of one hundred twenty (120) days to provide the goods or services set forth in this IFBC or until one or more of the Bids have been duly accepted by County, whichever occurs first.

A.18 RESERVED RIGHTS

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

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

To be responsive, a Bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the IFBC.

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

A.19 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 Procurement Division shall be in accordance with the Manatee County Procurement Ordinance as amended.

A.20 COLLUSION

By submitting a bid in response to this IFBC, 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. Further, Bidder, and in the case of a joint bid each party thereto, certifies as to their own organization, that in connection with this IFBC that:

- a. All 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. All 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 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 is/are named in Bidder's Bid and that no person other than those identified has any interest in the Bid or in the resulting Agreement to be entered into.
- 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.21 CODE OF ETHICS

With respect to this and any bid, if a Bidder violates, directly or indirectly, the ethics provisions of the Manatee County Procurement Code and/or Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes Chapter 112, Part II, Code of Ethics for Public Officers and Employees, such Bidder will be ineligible for award to perform the work described in this IFBC, and may be disqualified from submitting on any future quote or bid requests to supply goods or services to Manatee County. By submitting a bid, the Bidder represents to County that all statements made, and materials submitted are truthful, with no relevant facts withheld.

A.22 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 County to execute and file with the Purchasing Official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with County. In the case of a business entity other than a partnership or a corporation, such affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, such affidavit shall be executed by the general partner(s). A Public Contracting and Environmental Crimes Certification form is attached herein for this purpose.

A.23 SCRUTINIZED COMPANIES

Florida Statutes § 287.135, as amended from time to time, may contain limitations on the part of a company to conduct business with the County. Submission of a response to this solicitation shall be subject to all procedural requirements contained within that statute including the submission of any required certification of eligibility to contract with the County. It shall be the responsibility of the company responding to this solicitation to concurrently review the current version of the statute and ensure it is compliant. To the

extent a certification is required, it shall be provided on the form located at Appendix F *Vendor Certification Regarding Scrutinized Companies Lists*.

A.24 AGREEMENT

The successful Bidder will be required to execute the Agreement, a sample of which is attached hereto and made a part hereof. The County will transmit the Agreement to the successful Bidder for execution. The successful Bidder agrees to deliver the required number of duly executed copies of the Agreement, with any other required documents, to the County within ten calendar days of receipt.

A.25 LEGAL NAME

Bidders shall clearly indicate the full legal name, including any d/b/a, address, email address, and telephone number on the Bid Form. Bid Forms shall be signed above the typed or printed name and title of the signer. The signer must be an official of the organization and 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 County.

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.26 DISCOUNTS

All discounts must be incorporated in the prices contained in the bid and not shown separately. Unless otherwise specified in this IFBC, pricing must be all inclusive, including delivery costs. The prices indicated on the Pricing Form shall be the prices used in determining award.

A.27 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 its bid for any sales or service taxes.

The successful Bidder will be responsible for the payment of taxes of any kind, including but not limited to sales, consumer, use, and other similar taxes payable on account of the work performed and/or materials furnished under the award in accordance with all applicable laws and regulations.

A.28 QUALITY

Unless otherwise specifically provided in the IFBC documents, all goods provided shall

be new, the latest make or model, of the best quality, of the highest grade of workmanship, and of the most suitable for the purpose intended.

Unless otherwise specifically provided in the IFBC 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.29 AUTHORIZED PRODUCT REPRESENTATION

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 do so may, in the County's sole discretion, be deemed a material breach of the resulting agreement and shall constitute grounds for County's immediate termination of the resulting agreement.

A.30 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 County harmless from loss on account thereof, including costs and attorney's fees.

A.31 AMERICANS WITH DISABILITIES ACT

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

A.32 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Title VI of the Civil Rights Act of 1964, Title 15, Part 8 of the Code of Federal Regulations and the Civil Rights Act of 1992, Manatee County hereby notifies all Bidders that it will affirmatively ensure minority business enterprises are afforded full opportunity to participate in response to this IFBC and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status in consideration of award.

A.33 MINORITY AND/OR DISADVANTAGED BUSINESS ENTERPRISES

The State of Florida Office of Supplier Diversity provides the certification process and maintains the database of certified MBE/DBE firms. Additional information may be obtained at https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd or by calling (850) 487-0915.

A.34 DELIVERY

Unless otherwise specified, all prices shall include all delivery cost (FOB Destination).

A.35 MATHEMATICAL ERRORS

- a. Bid pricing forms without imbedded 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.
- b. Bid pricing forms with imbedded mathematical formulas: Interactive bid pricing forms that contain mathematical formulas may be provided to automate lengthy and complex bid forms. In the event bid pricing forms with imbedded formulas are used and a multiplication/extension error(s) is discovered in the formula, the unit price entered by the Bidder shall prevail.
- c. Bidder shall assume the responsibility and accuracy of the information input in the bid pricing form and therefore shall verify that the calculations are correct before submitting its Bid.
- d. Regardless of the type of bid pricing form used, all Bids shall be reviewed mathematically by the County using these standards.

A.36 SUBCONTRACTORS

The successful bidder will obtain prior written approval from the County for any subcontractor(s) and the work each 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.

A.37 E-Verify

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 in the United States shall be employed under this contract.

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

The successful Bidder shall maintain sole responsibility for the actions of its employees

and subcontractors. For the life of the contract, all employees and new employees brought in after contract award shall be verified under the same requirement stated above.

A.38 DISCLOSURE

Upon receipt, all inquiries and responses to inquiries related to this IFBC 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 bids shall be conducted at the public opening.

Based on the above, County 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.

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

Pursuant to Florida Statutes 119.0701, to the extent successful Bidder is performing services on behalf of the County, successful Bidder must:

- a. Keep and maintain public records required by public agency to perform the service.
- b. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time 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 for the duration of the contract term and following completion of the contract if the successful Bidder does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of contractor or keep and maintain public records required by the public agency to perform the service. If the successful Bidder transfers all public records to the public agency upon completion of the contract, the successful Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the successful Bidder keeps and maintains public records upon completion of the contract, the successful Bidder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public

agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE SUCCESSFUL BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUCCESSFUL BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO ANY RESULTING CONTRACT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

Phone: (941) 742-5845

Email: LACY.PRITCHARD@MYMANATEE.ORG

Mail: Manatee County BCC

Attn: Records Manager

1112 Manatee Ave W.

Bradenton, FL 34205.

A.39 VENDOR REGISTRATION

Registering your business will provide Manatee County a sourcing opportunity to identify suppliers of needed goods and services. To register as a supplier with the County go to www.mymanatee.org/vendor. For assistance with supplier registration, call the Procurement Division main number at (941) 749-3014. Office hours are Monday – Friday, 8:00 A.M. to 5:00 P.M., excluding County holidays.

A link to Vendor Registration is listed on the Procurement Division's web page at <http://www.mymanatee.org/home/government/departments/financial-management/purchasing.html>. Click on "Register as a Vendor", then "Vendor Registration Form". Registration is not mandatory to submit a Bid.

A.40 ENVIRONMENTAL SUSTAINABILITY

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

Bidder shall acknowledge in its Bid if Bidder has an environmental sustainability initiative. In addition, Bidder shall submit with its Bid a brief summary of Bidder's environmental sustainability initiative.

A.41 ePAYABLES

Manatee County Board of County Commissioners and the Manatee County 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 of the Circuit Court will issue a unique credit card number to vendor after goods are delivered or services rendered, vendors submit invoices to the remit to address on the purchase order. 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 Bidder is interested in participating in this program, complete the ePayables Application attached herein and return the completed form via email to tina.mancini@manateeclerk.com.

A.42 BASIS OF AWARD

County will not make award to a Bidder who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to the County, or is in default on any contractual or regulatory obligation to the County. By submitting this solicitation response, Bidder attests that it is not delinquent in payment of any such debts due and owed to the County, nor is it in default on any contractual or regulatory obligation to the County. In the event the Bidder's statement is discovered to be false, bidder will be subject to suspension and/or debarment and the County may terminate any award it has with bidder.

Award shall be to the lowest, responsive, responsible bidder(s) meeting specifications which includes delivery time requirements, qualification requirements, and having the lowest total offer for requirements listed on the Bid Form for the Work as set forth in this IFBC. Bid prices shall include costs for furnishing all labor, equipment and/or materials for the completion of the Work to the County's satisfaction, in accordance with and in the manner set forth and described in the IFBC documents and within the prescribed time.

Multiple schedules for completion of Work shall be considered. Two (2) bids shall be submitted and considered, Bid 'A' based on 450 calendar days completion time and Bid 'B' based on 540 calendar days completion time. County, at its sole discretion, shall select either Bid 'A' or Bid 'B', whichever is in the best interest of the County. Only one (1) award will be made.

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

Whenever two or more responsive, responsible bids which are equal with respect to price are received, the award shall be determined by a chance drawing conducted by the Procurement Division and open to the public.

Bidder acknowledges that County has, or may hire, others to perform work similar to or the same as that which is within the scope of work of this IFBC. In the event that the successful Bidder cannot meet the delivery time or availability requirements of materials, the County, at its sole discretion can obtain the goods and services from other sources.

A.43 SCOPE OF WORK

The successful Bidder shall furnish and install all materials, equipment and labor which is reasonably inferable and necessary for the proper completion of the Work specified in this IFBC, whether specifically indicated in the IFBC or not.

The successful Bidder shall furnish all shop drawings, work drawings, labor, materials, equipment, tools, services and incidentals necessary to complete all Work required by these Specifications.

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

Segment 2 work includes approximately 1.55 miles of reconstruction and widening on Moccasin Wallow Road from an existing 2-lane open drainage road to 4-lane from 115th Avenue East to west of Sawgrass Road. The roadway improvements include a 4-lane divided urban roadway with a raised median, Type F curb and gutter, two 11.5-foot travel lanes, 11' turn lanes, a 7-foot bicycle lane in each direction, a 6' concrete sidewalk (southside), and a multi-use path (northside) and within right-of-way sized for a future six-lane road. The stormwater system is connecting to existing lakes along the corridor with one proposed lake on the west side of the project. The entire project has proposed lighting on both sides of the road, as well as signal plans for the intersection of Sawgrass Rd. and Moccasin Wallow Rd.

The existing potable and reclaim mains will be relocated to the new right of way. Both potable and reclaim main construction will include connections to future and existing neighborhoods, fire hydrants, and steel casings on PVC services that run under asphalt. There is an existing force main on the north side of the roadway that will remain, but connections and services are proposed along the main to extend to future developments.

Construction will meet Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, 2023-2024 Edition or as noted on the construction plans, meeting the Manatee County Highway, Traffic Standards (dated 2015) & Stormwater Standards (dated 2022). Construction of the utilities will meet Manatee County Specifications. Contractor will follow Maintenance of Traffic (MOT) phasing and sequencing plan per construction plans or provide signed and sealed revised MOT plans for review and concurrence for ROW Permit. Existing traffic patterns must be maintained during the entire construction period. Dewatering may be required for the project components.

A.44 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. Substantial completion shall be based on Bid 'A' for 450 calendar days or Bid 'B' based on 540 calendar days time at the County's sole discretion.

Only one award shall be made. Incentive/disincentive clauses are not applicable to this contract.

A.45 LIQUIDATED DAMAGES

If the successful Bidder fails to achieve substantial completion of the Work within the contract time and as otherwise required by the Agreement (to include not only the entire Work but any portion of the Work as set forth therein), the County shall be entitled to retain or recover from the successful Bidder, as liquidated damages and not as a penalty, the sum of \$7,442.00 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 County will incur because of delayed completion of the Work. The County 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 County at the demand of the County, together with interest from the date of the demand at the maximum allowable rate.

A.46 CONTRACT CONTINGENCY WORK

Contract contingency is a monetary allowance used solely at County's discretion to handle unexpected conditions as required to satisfactorily complete the Work in accordance with the IFBC documents. A Field Directive must be issued by an authorized County 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 County 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.

A.47 LICENSES AND PERMITS

The successful Bidder shall be solely responsible for obtaining all necessary license and permit fees, including, but not limited to, all license fees, permit fees, impact fees, or inspection fees, and responsible for the costs of such fees. Successful Bidder is solely

responsible for ensuring all work complies with all Federal, State, local, and Manatee County ordinances, orders, codes, laws, rules, regulations, directives, and guidelines.

A.48 PROTEST

Any actual bidder, proposer, or contractor who is aggrieved in connection with the notice of intent to award of a contract with a value greater than \$250,000 where such grievance is asserted to be the result of a violation of the requirements of the Manatee County Procurement Code or any applicable provision of law by the officers, agents, or employees of the County, may file a protest to the Purchasing Official.

Protest must be in writing and delivered via email at purchasing@mymanatee.org or by hand delivery to the Procurement Division at 1112 Manatee Avenue West, 7th Floor, Suite 705, Bradenton, FL 34205 by 5:00 p.m. on the fifth business day following the date of posting of the Notice of Intent to Award on the County website. There is no stay of the procurement process during a protest. The Purchasing Official shall have the authority to settle and resolve a protest concerning the intended award of a contract.

For additional information regarding the County protest process, visit the Procurement Division webpage on the County website.

A.49 ACCESSIBILITY

The County is committed to making its documents and information technologies accessible to individuals with disabilities by meeting the requirements of Section 504 of the Rehabilitation Act and best practices (W3C WCAG 2). **For assistance with accessibility regarding this solicitation, contact the Manatee County Procurement Division via email at purchasing@mymanatee.org or by phone at 941-748-4501 X3014.**

Successful Bidder shall ensure all its electronic information, documents, applications, reports, and deliverables required under this Agreement are in a format that meets the requirements of Section 504 of the Rehabilitation Act and best practices (W3C WCAG 2).

Where not fully compliant with these requirements and best practices, Successful Bidder shall provide clear points of contact for each document and information technology to direct users in how to obtain alternate formats. Further, successful Bidder shall develop accommodation strategies for those non-compliant resources and implement strategies to resolve the discrepancies.

A.50 SOLICITATION SCHEDULE

The following schedule has been established for this Solicitation process. Refer to the County’s website (www.mymanatee.org > Business > *Bids & Proposals*) for meeting locations and updated information pertaining to any revisions to this schedule.

Scheduled Item	Scheduled Date

Question and Clarification Deadline	April 25, 2024
Bid Response Due Date and Time	May 29, 2024 @ 11:00 A.M. ET
Projected Award	July, 2024

NOTE: Any statements contained in the Scope of Work, Bid Summary, Construction Agreement, General Conditions of the Construction Agreement and/or Exhibits which vary from the information in Section A, Information for Bidders, shall have precedence over the Information for Bidders.

END OF SECTION A

SECTION B, BID FORMS

(To be completed and returned with Bid)

APPENDIX A, MINIMUM QUALIFICATIONS

IFBC No. 24-TA005135JH

Bidders must submit the information and documentation requested in this Attachment that confirms Bidder meets the following minimum qualification requirement(s):

1. Must have been registered with the State of Florida, Division of Corporations to do business in Florida.

No documentation is required. The County will verify registration.

2. Bidder, or its representative(s), has made an inspection of the construction site for work specified in this IFBC on or after the date of advertisement of this IFBC and prior to the Due Date and Time.

Bidder must submit a statement on company letterhead and signed by an authorized official of Bidder that Bidder, or its representative(s), has made an inspection of the construction site, listing the date of the inspection and the individuals, by name, who conducted the inspection.

3. A State-Funded Grant Agreement with the Florida Department of Transportation require contractors to be prequalified with the Florida Department of Transportation in order to bid for the performance of this construction contract.

A contractor must be qualified in 50 percent or more of the Department's budget estimate for the total classes of all work in the specific project. (Chapter 14-22.008). Prequalification is defined by Florida Law (Chapter 337.14 F.S.) and Rules of the State of Florida, Department of Transportation, (Chapter 14-22, F.A.C.).

Bidder must be a Florida Department of Transportation (FDOT) Prequalified Contractor in the following classes: (7) Drainage, (10) Flexible Paving, (11) Grading, (16) Intelligent Transportation Systems, (28) Pavement Marking, (39) Traffic Signal, and (40) Sidewalk, Underground Utilities (Water & Sewer), (38) Roadway Signing.

No documentation is required. The County will verify that the Bidder is listed in the FDOT database as a prequalified contractor.

4. Bidder has provided at least four (4) roadway projects since January 1, 2018, in an urbanized area that included the following components: underground drainage, utilities, Traffic Signals with Intelligent Transportation Systems, and must have a contract value of \$5,000,000. Project clients must be agreeable to responding to an inquiry by the County.

Provide the following information for the four (4) qualifying project references.

- a) Name of client

- b) **Project name**
- c) **Location (City/State)**
- d) **Client contact name**
- e) **Contact phone**
- f) **Contact email**
- g) **Service dates (Start/End)**
- h) **Contract value**

5. In accordance with the IFBC, Section A, sub-section A.36; Bidders subcontracting any portion of the work shall include a list of subcontractors along with their bid.

Bidder shall complete Appendix B, Bidder's Questionnaire, item No. 11 in its entirety.

6. Bidder is not on the Florida Department of Management Services Suspended, Debarred, Convicted Vendor Lists.

No documentation is required. The County will verify

7. If Bidder is submitting as a joint venture must file the required documents with the Florida Department of Business and Professional Regulation as required by Florida Statute Section 489.119, prior to the Due Date and Time.

If Bidder is a joint venture, provide a copy of Bidder's approved filing with the Florida Department of Business and Professional Regulation.

8. Bidder has no reported conflict of interests in relation to this IFBC.

If no conflicts of interests are present, Bidder must submit a fully completed copy of Appendix J.

If there is a potential conflict of interest, on a separate page submit a statement to that affect and disclose the name of any officer, director or agent who is an employee of the County. Disclose the name of any County employee who owns, directly or indirectly, any interest in Bidder's firm or any of its branches.

END OF APPENDIX A

APPENDIX B, BIDDER'S QUESTIONNAIRE

IFBC No. 24-TA005135JH

Bidder must fully complete and return this form with its Bid. Bidder warrants the truth and accuracy of all statements and answers herein contained. (Attach additional pages if necessary.)

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID

1. Contact Information:

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

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

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

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

For how many years? _____

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

Is this firm in bankruptcy? _____

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

BIDDER: _____

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

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

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

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

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

12. If any part of work will be subcontracted, list MBE/DBE/WBE/VETERAN to be utilized. Include the estimated dollar amount of the portion of Work each will perform.

BIDDER: _____

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. If applicable to the Work for this IFBC, Drilling Supervisor Qualifications: Contractor shall provide a boring specialist who shall remain on the project site during the entirety of the directional boring operation. This includes, but is not limited to, drilling fluid preparation, seaming, boring and pulling. The boring specialist shall have a minimum of five (5) years' experience in supervising directional bores of similar nature, diameter, materials and lengths. (Reference: Specification Section 02619, Horizontal Directional Drilling).

Provide the contact information for a minimum of three (3) projects wherein the boring specialist has performed this type of work, diameter, materials and lengths.

Boring specialist's name: _____

Boring specialist's years of experience in supervising directional bores _____

Provide contact name, and contact number for projects:

16. If applicable to the Work for this IFBC, Pipe Fusion Qualifications: All boring and fusing equipment shall be certified for operation. The Contractor responsible for thermal butt fusing pipe and fittings shall have manufacturer certification for performing such work or a minimum of five (5) years of experience performing this type of work.

Thermal butt fusing pipe and fittings contractor or subcontractor's name: _____

Attach a copy of contractor's/subcontractor's manufacturer certification to this Questionnaire

OR

Provide contractor's/subcontractor's years of experience in thermal butt fusing pipe and fittings

If manufacturer certification is not provided, include contact name, and contact number for projects that confirms five years of experience:

BIDDER: _____

17. If applicable to the Work for this IFB, Pipe Bursting Qualifications: The Contractor shall be certified by the manufacturer of the pipe bursting system that they are fully trained licensed installer of the manufacturer's pipe bursting system. Contractor shall provide a letter to the County documenting this requirement. (Reference: Specification Section 02619A, Pipe Bursting (PB) of Existing Mains).

18. List the following regarding 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: _____

19. Confirm if Bidder has an environmental sustainability initiative as defined in Section A.40.

Yes No

If yes, submit a brief summary (2-3 paragraphs) of the environmental sustainability initiative.

20. During the Performance of this Agreement, the Contractor and their subcontractor are required to agree as follows to the following provision:

a. "No member, officer or employee of the Recipient or of the locality during his tenure or for two (2) years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

21. Bidder understands this solicitation / agreement is under a FDOT Grant Program, and provisions for local / state preference are not included in this project.

22. By signing Appendix B, Bidder understands the entity or affiliate who has its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsive contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

23. Bidder understands and agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

24. By signing this Appendix B, Bidder understands they shall retain sufficient records demonstrating its compliance with the terms of the State-Funded Grant Agreement (Bid Attachment 13, Item 12.c) for a period of five (5) years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Bidder shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five (5) years from the date the audit report is issued unless extended in writing by the Department.

BIDDER: _____

(Remainder of this page intentionally left blank)

APPENDIX C, ENVIRONMENTAL CRIMES CERTIFICATION

IFBC No. 24-TA005135JH

SWORN STATEMENT PURSUANT TO ARTICLE V, MANATEE COUNTY PROCUREMENT CODE

Bidder must fully complete and return this form with its Bid. 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.

(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 _____
COUNTY OF _____

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

Who is personally known / has produced _____ as
identification

[Type of identification]

My commission expires _____

Notary Public Signature

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

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

APPENDIX D, FLORIDA TRENCH SAFETY ACT

Bidder must fully complete and return this form with its Bid. 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 **IFBC NO. 24-TA005135JH**
2. This Sworn Statement is submitted by _____ whose business address is _____ and, if applicable, its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____.
3. Name of individual signing this Sworn Statement is: _____, Whose relationship to the above entity is: _____.
4. The Trench Safety Standards that will be in effect during the construction of this project shall include, but are not limited to: Laws of Florida, Chapters 90-96, TRENCH SAFETY ACT, and OSHA RULES AND REGULATIONS 29 CFR 1926.650 Subpart P, effective October 1, 1990.
5. The undersigned assures that the entity will comply with the applicable Trench Safety Standards and agrees to indemnify and hold harmless the County and Engineer of Record, 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 _____: _____

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

Bidder must fully complete and return this form with its Bid.

APPENDIX E: ePAYABLES 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 Via email to:

tina.mancini@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

APPENDIX F, SCRUTINIZED COMPANY CERTIFICATION
IFBC No. 24-TA005135JH

This certification is required pursuant to Florida State Statute Section 287.135.

As of July 1, 2011, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

Bidder must fully complete and return this form with its Bid.

Company _____ FID _____ or EIN _____ No. _____

Address _____

City _____ State _____ Zip _____

I, _____, as a representative of _____ certify and affirm that this company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Signature Title

Printed Name Date

APPENDIX G, MANATEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA INDEMNITY AND HOLD HARMLESS

IFBC No. 24-TA005135JH

Bidder must fully complete and return this form with its Bid.

Bidder shall defend, indemnify and hold harmless the County and all of the County’s officers, agents, employees, and volunteers from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys’ fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Respondent, its officers, employees, representatives and agents in performance or non-performance of its obligations under the Contract/Agreement. Bidder recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the County when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the County in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Contract/Agreement. Compliance with any insurance requirements required elsewhere within this Contract/Agreement shall not relieve Bidder of its liability and obligation to defend, hold harmless and indemnify the County as set forth in this article of the Contract/Agreement.

To the extent provided by law, Bidder shall indemnify, defend, and hold harmless the County and the State of Florida, Department of Transportation, including the Department’s officers, agents and employees, against any actions, claims, and damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Bidder, or any of it’s officers, agents, or employees, acting within the scope of their office or employment, in connection with this rights granted to or exercised by Bidder.

The foregoing indemnification shall not constitute a waiver of the Department’s or County’s sovereign immunity beyond the limits set forth in the Florida Statutes, Section 768.28. Nor shall the same be construed to constitutes agreement, by Bidder to indemnify the County for the negligent acts or omissions of County, its officers, agents, or employees, or their parties. Nor shall the same be construed to constitutes agreement by Bidder to indemnify the Department for the negligent acts or omissions of the Department, it’s officers, agents, or employees, or their parties. This indemnification shall survive the termination of this agreement.

Nothing herein shall be construed to extend the County’s liability beyond that provided in section 768.28, Florida Statutes.

PROJECT NUMBER AND/OR NAME	
INSURANCE AGENT	
RESPONDENT SIGNATURE	DATE

Acknowledgement:

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,

20____ by _____ [FULL LEGAL NAME], who is

personally known to me / has produced _____ as identification.

Notary Signature _____

Print Name _____

APPENDIX H, INSURANCE STATEMENT

IFBC No. 24-TA005135JH

Bidder must fully complete and return this form with its Bid.

THE UNDERSIGNED has read and understands the insurance requirements of this IFBC applicable to any contract resulting from this solicitation and shall provide the insurances required by this Appendix within ten (10) days from the date of Notice of Intent to Award.

Bidder Name: _____ Date: _____

Signature
(Authorized
Official): _____

Printed
Name/Title: _____

Insurance Agency: _____

Agent Name: _____ Agent Phone: _____

APPENDIX I, ACKNOWLEDGMENT OF ADDENDA

IFBC No. 24-TA005135JH

The undersigned acknowledges receipt of the following addenda:

Addendum No. _____	Date Received:

Print or type Bidder's information below:

_____ Name of Bidder	_____ Telephone Number
_____ Street Address	_____ City/State/Zip
_____ Email Address	
_____ Print Name & Title of Authorized Officer	_____ Signature of Authorized Official Date

APPENDIX J, AFFIDAVIT OF NO CONFLICT

IFBC No. 24-TA005135JH

COUNTY OF _____
STATE OF _____

BEFORE ME, the undersigned authority, this ____ day of _____, 20____ personally appeared, _____, a principal with full authority to bind _____ (hereinafter the "Affiant"), who being first duly sworn, deposes and says:

(a) is not currently engaged or will not become engaged in any obligations, undertakings or contracts that will require the Affiant to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and

(b) has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and

(c) has provided full disclosure of prior work history and qualifications that may be deemed to raise possible question of conflict(s).

Affiant makes this affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into an Agreement for Moccasin Wallow Road, Segment 2 from 115th Street East to West of Sawgrass Road.

If applicable, on a separate page Bidder shall disclose the name of any officer, director or agent of Bidder who is also an employee of the County and the name of any County employee who owns, directly or indirectly, any interest in the Bidder's firm or any of its branches. If no conflicts of interest are present, submit a statement to that affect.

Signature

Print Name

SUBSCRIBED to and sworn before me this ____ day of _____, 20__.

[Notary Seal]

Notary Public

My commission expires: _____

Notary Signature

Print Name

Personally known OR produced identification. Type of identification produced _____

APPENDIX K, BID SIGNATURE FORM

IFBC No. 24-TA005135JH, Moccasin Wallow Road, Segment 2 from 115th Street East to West of Sawgrass Road.

Total Bid Price/Offer for Bid 'A': \$_____Complete. Base on a completion time of 450 calendar days.

Total Bid Price/Offer for Bid 'B': \$_____Complete. Based on a completion time of 540 calendar days.

We, the undersigned, hereby declare that we have carefully reviewed the IFBC Documents in their entirety and with full knowledge and understanding of the Bid information and all its requirements, submit this Bid, which is complete in meeting each specification, term, and condition contained therein.

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

Authorized Signature(s): _____

**Name and Title of Above
Signer(s):**

Date: _____

APPENDIX L, BID PRICING FORM

IFBC NO. 24-TA005135JH MOCCASIN WALLOW ROAD SEGMENT 2 FROM 115TH STREET EAST TO WEST OF SAWGRASS ROAD

Bidders must provide prices for each available line item on each tab for their bid to be considered responsive

To be considered responsive, it is the sole responsibility of the bidder to correctly calculate and manually enter all sub-total, contingency, and total bid price fields

Pay Item No.	Item	Estimated Quantity	Unit	BID A 450 CALENDAR DAYS		BID B 540 CALENDAR DAYS	
				Unit Price	Extended Price	Unit Price	Extended Price
GENERAL, EARTHWORK, ROADWAY & DRAINAGE COMPONENT							
101-1	MOBILIZATION	1	LS				
102-1	MAINTENANCE OF TRAFFIC	1	LS				
104-10-3	SEDIMENT BARRIER	24,520	LF				
104-11	FLOATING TURBIDITY BARRIER	509	LF				
104-18	INLET PROTECTION SYSTEM	34	EA				
110-4-1	CLEARING & GRUBBING	43	AC				
120-1	REGULAR EXCAVATION	14,865	CY				
120-4	SUBSOIL EXCAVATION	5,769	CY				
120-6	EMBANKMENT	149,857	CY				
160-4a	TYPE B STABILIZATION	86,468	SY				
160-4b	TYPE B STABILIZATION FOR SHARED USE PATH	12,978	SY				
285-701	OPTIONAL BASE, BASE GROUP 01 FOR SHARED USE PATH	2,018	SY				
285-709	OPTIONAL BASE, BASE GROUP 09	73,505	SY				
327-70-6	MILLING EXISTING ASPHALT PAVEMENT, 1 1/2" AVG DEPTH	734	SY				
334-1-12	SUPERPAVE ASPHALTIC CONC. TRAFFIC B FOR SHARED USE PATH	738	TN				
334-1-13	SUPERPAVE ASPHALTIC CONC. TRAFFIC C	12,128	TN				
337-7-83	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-12.5, PG 76-22	6,484	TN				
425-1-351	INLETS, CURB, TYPE P-5, <10'	1	EA				
425-1-361	INLETS, CURB, TYPE P-6, <10'	26	EA				
425-1-362	INLETS, CURB, TYPE P-6, >10'	1	EA				
425-1-461	INLETS, CURB, TYPE J-6, <10'	2	EA				
425-1-583	INLETS, DT BOT, TYPE H, J BOTTOM <10' (2 GRATE) MODIFIED	1	EA				
425-1-583a	INLETS, DT BOT, TYPE H, J BOTTOM <10' (4 GRATE) MODIFIED	2	EA				
425-1-584	INLETS, DT BOT, TYPE H, J BOTTOM >10' (2 GRATE) MODIFIED	1	EA				
425-1-584a	INLETS, DT BOT, TYPE H, J BOTTOM >10' (4 GRATE) MODIFIED	1	EA				
425-2-61	MANHOLES, F-8, <10'	4	EA				
425-2-91	MANHOLES, J-8, <10'	1	EA				
425-2-92	MANHOLES, J-8, >10'	4	EA				
425-10	YARD DRAIN	10	EA				
425-11	MODIFY EXISTING DRAINAGE STRUCTURE - PARTIAL	3	EA				
430-175-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"S CD	1,936	LF				
430-175-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"S CD	2,179	LF				
430-175-130	PIPE CULVERT, OPT MATERIAL, ROUND, 30"S CD	999	LF				
430-175-136	PIPE CULVERT, OPT MATERIAL, ROUND, 36"S CD	330	LF				
430-175-142	PIPE CULVERT, OPT MATERIAL, ROUND, 42"S CD	568	LF				
430-175-148	PIPE CULVERT, OPT MATERIAL, ROUND, 48"S CD	47	LF				
430-175-160	PIPE CULVERT, OPT MATERIAL, ROUND, 60"S CD	160	LF				
430-175-172	PIPE CULVERT, OPT MATERIAL, ROUND, 72"S CD	460	LF				
430-175-230	PIPE CULVERT, OPT MATERIAL, OTHER SHAPE - ELIP/ARCH, 30"S CD	54	LF				
430-175-254	PIPE CULVERT, OPT MATERIAL, OTHER SHAPE - ELIP/ARCH, 54"S CD	108	LF				
430-524-100	STRAIGHT CONCRETE ENDWALLS, 24", SINGLE, 0 DEGREES, ROUND	3	EA				
430-530-100	STRAIGHT CONCRETE ENDWALLS, 30", SINGLE, 0 DEGREES, ROUND	1	EA				
430-536-100	STRAIGHT CONCRETE ENDWALLS, 36", SINGLE, 0 DEGREES, ROUND	1	EA				
430-542-100	STRAIGHT CONCRETE ENDWALLS, 42", SINGLE, 0 DEGREES, ROUND	1	EA				
430-548-100	STRAIGHT CONCRETE ENDWALLS, 48", SINGLE, 0 DEGREES, ROUND	1	EA				
430-560-100	STRAIGHT CONCRETE ENDWALLS, 60", SINGLE, 0 DEGREES, ROUND	1	EA				
430-964-6	PVC PIPE, 8 INCH	834	LF				
520-1-10	CONCRETE CURB & GUTTER, TYPE F	16,927	LF				
520-1-7	CONCRETE CURB & GUTTER, TYPE E	346	LF				
520-5-11	TRAFFIC SEPARATOR CONCRETE-TYPE I, 4' WIDE	304	LF				
522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	6,056	SY				
522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	149	SY				
527-2	DETECTABLE WARNINGS	377	SF				
570-1-2	PERFORMANCE TURF, SOD	62,747	SY				
SPECIAL-1	RECORD DRAWINGS PER MANATEE COUNTY STANDARDS (DRAINAGE)	1	LS				
SPECIAL-2	EXISTING DITCH REGRADING (30' WIDE)	1,791	LF				
SPECIAL-3	4" CONCRETE, TERRACOTTA & IMPRINTED WITH BRICK	1,280	SY				
SPECIAL-4	TRAFFIC SEPARATOR CONCRETE-TYPE I, 3' WIDE	235	LF				
SPECIAL-5	TRAFFIC CONTROL STRIPING AND PAVEMENT MARKINGS (INCLUDES TEMPORARY PAINT MARKINGS)	1	LS				
SPECIAL-6	TRAFFIC CONTROL SIGNAGE	1	LS				
SPECIAL-7	6" UNDERDRAIN	1,883	LF				
SPECIAL-8	UNDERDRAIN CLEANOUT	37	EA				
MC-201.3	CONCRETE CURB & GUTTER, TYPE "AB" MODIFIED	4,036	LF				
GENERAL, EARTHWORK, ROADWAY & DRAINAGE COMPONENT SUB-TOTAL							

SIGNALIZATION COMPONENT			
630-2-11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	11137	LF
630-2-12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	1828	LF
632-7-1	SIGNAL CABLE - NEW OR RECONSTRUCTED INTERSECTION, F&I	1	PI
633-1-121	FIBER OPTIC CABLE, F&I, UNDERGROUND, 2-12 FIBERS	377	LF
633-1-122	FIBER OPTIC CABLE, F&I, UNDERGROUND, 13-48 FIBERS	9764	LF
633-2-31	FIBER OPTIC CONNECTION, INSTALL, SPLICE	52	EA
633-3-11	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE ENCLOSURE	1	EA
633-3-12	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE TRAY	2	EA
633-3-13	FIBER OPTIC CONNECTION HARDWARE, F&I, PRETERMINATED CONNECTOR ASSEMBLY	2	EA
633-3-15	FIBER OPTIC CONNECTION HARDWARE, F&I, PRETERMINATED PATCH PANEL	1	EA
633-8-1	MULTI-CONDUCTOR COMMUNICATION CABLE, FURNISH & INSTALL	4906	LF
635-2-12	PULL & SPLICE BOX, F&I, 24" X 36" COVER SIZE	35	EA
635-2-13	PULL & SPLICE BOX, F&I, 30" X 60" RECTANGULAR OR 36" ROUND COVER SIZE	1	EA
635-2-14	PULL & SPLICE BOX, F&I, 17" X 30" COVER SIZE	6	EA
639-1-122	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	1	AS
639-2-1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	8	LF
639-3-11	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	1	EA
639-4-6	EMERGENCY GENERATOR - PORTABLE, INSTALL, HOUSING ONLY	1	EA
641-2-12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	1	EA
641-2-13	PRESTRESSED CONCRETE POLE, F&I, TYPE P-III	4	EA
646-1-11	ALUMINUM SIGNALS POLE, F&I, PEDESTAL	8	EA
649-21-6	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 50"	1	EA
649-21-15	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 70"	1	EA
649-21-21	STEEL MAST ARM ASSEMBLY, F&I, SINGLE ARM 78"	4	EA
649-21-27	MAST ARM ASSEMBLY, FURNISH & INSTALL, DOUBLE ARM 78"-78"	1	EA
650-1-34	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL, POLYCARBONATE, 3 SECTION, 1 WAY	22	AS
650-1-39	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL, POLYCARBONATE, 5 SECTION CLUSTER, 1 WAY	4	AS
653-1-11	PEDESTRIAN SIGNAL, F&I, LED COUNTDOWN, 1 WAY	8	AS
660-3-11	VEHICLE DETECTION SYSTEM - WAVETRONIX SMARTSENSOR HD, F&I, CABINET EQUIPMENT	6	EA
660-3-12	VEHICLE DETECTION SYSTEM - WAVETRONIX SMARTSENSOR HD, F&I, ABOVE GROUND EQUIPMENT	12	EA
665-1-11	PEDESTRIAN DETECTOR, F&I, STANDARD	8	EA
670-5-110	TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA	1	AS
676-3-10	SMALL EQUIPMENT ENCLOSURE, FURNISH AND INSTALL, LESS THAN 10"W X 13"H X 11"D	4	EA
682-1-113	ITS CCTV CAMERA, F&I, DOME PTZ ENCLOSURE - PRESSURIZED, IP, HIGH DEFINITION	1	EA
684-1-1	MANAGED FIELD ETHERNET SWITCH, F&I	1	EA
685-1-12	UNINTERRUPTIBLE POWER SUPPLY, FURNISH AND INSTALL, ONLINE/DOUBLE CONVERSION	1	EA
685-2-1	REMOTE POWER MANAGEMENT UNIT-RPMU, FURNISH AND INSTALL	1	EA
700-3-201	SIGN PANEL, FURNISH & INSTALL, GROUND MOUNT, UP TO 12 SF	10	EA
700-5-22	INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL, OVERHEAD MOUNT, 12-18 SF	4	EA
715-5-32	NEW/EXISTING POLE	4	EA
SIGNALIZATION COMPONENT SUB-TOTAL			
LIGHTING COMPONENT			
630-2-11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	16036	LF
630-2-12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	616	LF
635-2-11	PULL & SPLICE BOX, F&I, 13" X 24" COVER SIZE	132	EA
639-1-122	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	1	AS
641-2-12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	1	EA
715-1-12	LIGHTING CONDUCTORS, F&I, INSULATED, NO. 8 - 6	59268	LF
715-1-13	LIGHTING CONDUCTORS, F&I, INSULATED, NO. 4 - 2	688	LF
715-61-352	LIGHT POLE COMPLETE, F&I, STANDARD POLE STANDARD FOUNDATION, 40' MOUNTING HEIGHT, 15' ARM LENGTH	110	EA
715-7-11	LOAD CENTER, F&I, SECONDARY VOLTAGE	1	EA
715-500-1	POLE CABLE DISTRIBUTION SYSTEM, CONVENTIONAL	124	EA
715-511-313	LIGHT POLE COMPLETE - SPECIAL DESIGN, F&I, SINGLE ARM SHOULDER MOUNT, CONCRETE, 13'	14	EA
LIGHTING COMPONENT SUB-TOTAL			
POTABLE WATER COMPONENT			
101-1	MOBILIZATION	1	LS
1050-16005	UTILITY PIPE, REMOVE & DISPOSE, 20-49.9' - 30"	8,280	LF
1050-31202	UTILITY PIPE- POLY VINYL CHLORIDE, FURNISH & INSTALL, WATER/SEWER, 2"	6	LF
1050-31208	UTILITY PIPE- POLY VINYL CHLORIDE, FURNISH & INSTALL, WATER/SEWER, 8"	45	LF
1050-51208	UTILITY PIPE- DUCTILE IRON/CAST IRON, FURNISH & INSTALL, WATER/SEWER, 8"	147	LF
1050-51230	UTILITY PIPE- DUCTILE IRON/CAST IRON, FURNISH & INSTALL, WATER/SEWER, 30"	8,297	LF
1055-51108	UTILITY FITTINGS, DUCTILE IRON/CAST IRON, FURNISH & INSTALL, 45 DEG ELBOW, 8"	6	EA
1055-51112	UTILITY FITTINGS, DUCTILE IRON/CAST IRON, FURNISH & INSTALL, 45 DEG ELBOW, 12"	2	EA
1055-51130	UTILITY FITTINGS, DUCTILE IRON/CAST IRON, FURNISH & INSTALL, 45 DEG ELBOW, 30"	28	EA
1055-51230a	UTILITY FITTINGS, DI F&I, TEE, 30" X 6"	1	EA
1055-51230b	UTILITY FITTINGS, DI F&I, TEE, 30" X 8"	4	EA
1055-51230c	UTILITY FITTINGS, DI F&I, TEE, 30" X 12"	1	EA
1055-51230d	UTILITY FITTINGS, DI F&I, TEE, 30" X 30"	1	EA
1055-51230e	UTILITY FITTINGS, DI F&I, CROSS, 30"X30"X12"X8"	1	EA
1055-51308	UTILITY FITTINGS, DUCTILE IRON/CAST IRON, FURNISH & INSTALL, REDUCER, 8"x2"	1	EA
1080-24106	UTILITY FIXTURE, VALVE ASSEMBLY, FURNISH AND INSTALL, 6"	1	EA
1080-24108	UTILITY FIXTURE, VALVE ASSEMBLY, FURNISH AND INSTALL, 8"	5	EA
1080-24112	UTILITY FIXTURE, VALVE ASSEMBLY, FURNISH AND INSTALL, 12"	1	EA
1080-24130	UTILITY FIXTURE, VALVE ASSEMBLY, FURNISH AND INSTALL, 30"	19	EA
1080-25102	UTILITY FIXTURE- BLOWOFF ASSEMBLY, FURNISH AND INSTALL, 2"	2	EA
1080-29102	UTILITY FIXTURE, MECHANICAL JOINT RESTRAINT, FURNISH & INSTALL, 2"	1	EA
1080-29106	UTILITY FIXTURE, MECHANICAL JOINT RESTRAINT, FURNISH & INSTALL, 6"	1	EA
1080-29108	UTILITY FIXTURE, MECHANICAL JOINT RESTRAINT, FURNISH & INSTALL, 8"	11	EA
1080-29112	UTILITY FIXTURE, MECHANICAL JOINT RESTRAINT, FURNISH & INSTALL, 12"	3	EA
1080-29130	UTILITY FIXTURE, MECHANICAL JOINT RESTRAINT, FURNISH & INSTALL, 30"	47	EA
1644-113-08	FIRE HYDRANT, F&I, STANDARD, 2 HOSE, 1 PUMPER, 6"	11	EA
SPECIAL-9	RECORD DRAWINGS PER MANATEE COUNTY STANDARDS (UTILITY)	1	LS
POTABLE WATER COMPONENT SUB-TOTAL			

RECLAIM COMPONENT			
101-1	MOBILIZATION		1 LS
1050-31204	UTILITY PIPE- POLY VINYL CHLORIDE, FURNISH & INSTALL, WATER/SEWER, 4"		142 LF
1050-31210	UTILITY PIPE- POLY VINYL CHLORIDE, FURNISH & INSTALL, WATER/SEWER, 10"		2,384 LF
1050-51206	UTILITY PIPE- DUCTILE IRON/CAST IRON, FURNISH & INSTALL, WATER/SEWER, 6"		346 LF
1050-51210	UTILITY PIPE- DUCTILE IRON/CAST IRON, FURNISH & INSTALL, WATER/SEWER, 10"		295 LF
1050-51220	UTILITY PIPE- DUCTILE IRON/CAST IRON, FURNISH & INSTALL, WATER/SEWER, 20"		1,256 LF
1050-61112	UTILITY PIPE- STEEL, FURNISH & INSTALL, CASING, 12"		127 LF
1055-51110	UTILITY FITTINGS, DUCTILE IRON/CAST IRON, FURNISH & INSTALL 11.25 DEG ELBOW, 10"		1 EA
1055-51110	UTILITY FITTINGS, DUCTILE IRON/CAST IRON, FURNISH & INSTALL 45 DEG ELBOW, 10"		15 EA
1055-51120	UTILITY FITTINGS, DUCTILE IRON/CAST IRON, FURNISH & INSTALL 45 DEG ELBOW, 20"		6 EA
1055-51210a	UTILITY FITTINGS, DI F&I TEE, 10" X 6"		1 EA
1055-51210b	UTILITY FITTINGS, DI F&I TEE, 10" X 10"		1 EA
1055-51220a	UTILITY FITTINGS, DI F&I TEE, 20" X 20"		1 EA
1055-51220b	UTILITY FITTINGS, DI F&I TEE, 20" X 6"		1 EA
1055-51220c	UTILITY FITTINGS, DI F&I TEE, 20" X 4"		1 EA
1055-51220d	UTILITY FITTINGS, DI F&I CROSS, 20" X 20"		1 EA
1055-51510	UTILITY FITTINGS, DUCTILE IRON/CAST IRON, FURNISH & INSTALL, CAP/PLUG, 10"		1 EA
1080-24104	UTILITY FIXTURE, VALVE ASSEMBLY, FURNISH AND INSTALL, 4"		2 EA
1080-24106	UTILITY FIXTURE, VALVE ASSEMBLY, FURNISH AND INSTALL, 6"		2 EA
1080-24110	UTILITY FIXTURE, VALVE ASSEMBLY, FURNISH AND INSTALL, 10"		7 EA
1080-24120	UTILITY FIXTURE, VALVE ASSEMBLY, FURNISH AND INSTALL, 20"		8 EA
1080-29104	UTILITY FIXTURE, MECHANICAL JOINT RESTRAINT, FURNISH & INSTALL, 4"		2 EA
1080-29106	UTILITY FIXTURE, MECHANICAL JOINT RESTRAINT, FURNISH & INSTALL, 6"		2 EA
1080-29110	UTILITY FIXTURE, MECHANICAL JOINT RESTRAINT, FURNISH & INSTALL, 10"		24 EA
1080-29120	UTILITY FIXTURE, MECHANICAL JOINT RESTRAINT, FURNISH & INSTALL, 20"		14 EA
1644-113-08	FIRE HYDRANT, F&I, STANDARD, 2 HOSE, 1 PUMPER, 6"		11 EA
SPECIAL-10	RECORD DRAWINGS PER MANATEE COUNTY STANDARDS (UTILITY)		1 LS
RECLAIM COMPONENT SUB-TOTAL			
SANITARY COMPONENT			
101-1	MOBILIZATION		1 LS
SPECIAL-11	RECORD DRAWINGS PER MANATEE COUNTY STANDARDS (UTILITY)		1 LS
1050-31202	UTILITY PIPE- POLY VINYL CHLORIDE, FURNISH & INSTALL, WATER/SEWER, 2"		181 LF
1050-31210	UTILITY PIPE- POLY VINYL CHLORIDE, FURNISH & INSTALL, WATER/SEWER, 10"		186 LF
1050-61104	UTILITY PIPE- STEEL, FURNISH & INSTALL, CASING, 4"		99 LF
1050-61120	UTILITY PIPE- STEEL, FURNISH & INSTALL, CASING, 20"		127 LF
1055-51110	UTILITY FITTINGS, DUCTILE IRON/CAST IRON, FURNISH & INSTALL 45 DEG ELBOW, 10"		2 EA
1055-51310a	UTILITY FITTINGS, DUCTILE IRON/CAST IRON, FURNISH & INSTALL REDUCER, 10"x2"		1 EA
1055-51310b	UTILITY FITTINGS, DUCTILE IRON/CAST IRON, FURNISH & INSTALL REDUCER, 10"x4"		1 EA
1055-51510	UTILITY FITTINGS, DUCTILE IRON/CAST IRON, FURNISH & INSTALL, CAP/PLUG, 10"		1 EA
1055-51612	UTILITY FITTINGS, DUCTILE IRON/CAST IRON, FURNISH & INSTALL Y, 12"		2 EA
1080-24102	UTILITY FIXTURE, VALVE ASSEMBLY, FURNISH AND INSTALL, 2"		2 EA
1080-24110	UTILITY FIXTURE, VALVE ASSEMBLY, FURNISH AND INSTALL, 10"		2 EA
1080-24500	UTILITY FIXTURE, VALVE ASSEMBLY, ADJUST/MODIFY		12 EA
1080-26500	UTILITY FIXTURE, VAC/AIR ASSEMBLY, ADJUST/MODIFY		3 EA
1080-29102	UTILITY FIXTURE, MECHANICAL JOINT RESTRAINT, FURNISH & INSTALL, 2"		2 EA
1080-29110	UTILITY FIXTURE, MECHANICAL JOINT RESTRAINT, FURNISH & INSTALL, 10"		2 EA
1080-29112	UTILITY FIXTURE, MECHANICAL JOINT RESTRAINT, FURNISH & INSTALL, 12"		1 EA
SANITARY COMPONENT SUB-TOTAL			
Sub-Total Price (Total General, Earthwork, Roadway & Drainage, Signalization, Lighting, Potable Water, Reclaim, Sanitary)			
CONTRACT CONTINGENCY (USED ONLY WITH COUNTY APPROVAL)			10%
TOTAL BID PRICE (SUB-TOTAL PRICE PLUS THE CONSTRUCTION CONTINGENCY)			

BIDDER NAME _____

BIDDER SIGNATURE _____

SECTION C, BID ATTACHMENTS

BID ATTACHMENT 1, INSURANCE AND BOND REQUIREMENTS

The CONTRACTOR will not commence work under the resulting Agreement until all insurance coverages indicated by an “X” herein have been obtained. The CONTRACTOR shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy): Work under this Agreement cannot commence until all insurance coverages indicated herein have been obtained on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

Automobile Liability Insurance Required Limits

Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:

- \$2,000,000 Combined Single Limit; OR
- \$1,000,000 Bodily Injury and \$1,000,000 Property Damage
- \$10,000 Personal Injury Protection (No Fault)
- \$1,000,000 Hired, Non-Owned Liability
- \$10,000 Medical Payments

This policy shall contain severability of interests’ provisions.

Commercial General Liability Insurance Required Limits (per Occurrence form only; claims-made form is not acceptable)

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name ‘Manatee County, a political subdivision of the State of Florida’ as an Additional Insured, and include limits not less than:

- \$3,000,000 Single Limit Per Occurrence
- \$6,000,000 Aggregate
- \$6,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury Liability
- \$100,000 Fire Damage Liability
- \$10,000 Medical Expense, and
- \$1,000,000, Third Party Property Damage
- \$6,000,000 Project Specific Aggregate (Required on projects valued at over \$10,000,000)

This policy shall contain severability of interests’ provisions.

Employer’s Liability Insurance

Coverage limits of not less than:

- \$1,000,000 Each Accident
- \$1,000,000 Disease Each Employee
- \$1,000,000 Disease Policy Limit

- Worker's Compensation Insurance**
- US Longshoremen & Harbor Workers Act**
- Jones Act Coverage**

Coverage limits of not less than:

- Statutory workers' compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government.
- If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.

Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements. NOTE: Workers' Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.

Aircraft Liability Insurance Required Limits

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Each Occurrence Property and Bodily Injury with no less than \$100,000 per passenger each occurrence or a 'smooth' limit.
- \$ General Aggregate.

Un-Manned Aircraft Liability Insurance (Drone)

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage.
- \$ General Aggregate

Installation Floater Insurance

When the contract or agreement **does not** include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- 100% of the completed value of such addition(s), building(s), or structure(s)

Professional Liability and/or Errors and Omissions (E&O) Liability Insurances

Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- \$ 1,000,000 Bodily Injury and Property Damage Each Occurrence
- \$ 2,000,000 General Aggregate

Builder's Risk Insurance

When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder's Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed
- The policy shall not carry a self-insured retention/deductible greater than \$10,000

Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.

Cyber Liability Insurance

Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Security Breach Liability
- \$ Security Breach Expense Each Occurrence
- \$ Security Breach Expense Aggregate
- \$ Replacement or Restoration of Electronic Data
- \$ Extortion Threats
- \$ Business Income and Extra Expense
- \$ Public Relations Expense

NOTE: Policy must not carry a self-insured retention/deductible greater than \$25,000.

Hazardous Materials Insurance (As Noted Below)

Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name 'Manatee County, a political subdivision of the

State of Florida' as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

Pollution Liability

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

Asbestos Liability (If handling within scope of Contract)

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

Disposal

When applicable, CONTRACTOR shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate.
- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.

Hazardous Waste Transportation Insurance

CONTRACTOR shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, per accident.

Liquor Liability Insurance

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- \$1,000,000 Each Occurrence and Aggregate

Garage Keeper’s Liability Insurance

Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the lot or garage.

Bailee’s Customer Liability Insurance

Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization’s premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the County asset(s) in the CONTRACTOR’S care, custody and control.

Hull and Watercraft Liability Insurance

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- \$ Each Occurrence
- \$ General Aggregate
- \$ Fire Damage Liability
- \$10,000 Medical Expense, and
- \$ Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

Other [Specify]

BOND REQUIREMENTS

Bid Bond

A Bid Bond in the amount of 5% of the total offer. Bid bond shall be submitted with the sealed response and shall include project name, location, and / or address and project number. In lieu of the bond, the bidder may file an alternative form of security in the amount of 5% of the total offer. in the form of a money order, a certified check, a cashier's check, or an irrevocable letter of credit issued to Manatee County. NOTE: A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer.

Payment and Performance Bond

A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award. NOTE: A construction project over \$200,000 requires a Payment and Performance Bond.

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INSURANCE REQUIREMENTS

I. THE POLICIES BELOW ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

1. Commercial General Liability and Automobile Liability Coverages

- a. **“Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the successful Bidder, his agents, representatives, and employees; products and completed operations of the successful Bidder; or automobiles owned, leased, hired or borrowed by the successful Bidder. The coverage shall contain no special limitation(s) on the scope of protection afforded to the County, its officials, employees or volunteers.

In addition to furnishing a Certificate of Insurance, the successful Bidder shall provide the endorsement that evidences Manatee County being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of Florida,” as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

- b. The successful Bidder's insurance coverage shall be primary insurance with respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of successful Bidder's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form.

2. Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by the successful Bidder for the County.

II. GENERAL INSURANCE PROVISIONS APPLICABLE TO ALL POLICIES:

1. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, successful Bidder shall furnish the County with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.

2. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.

In addition, when requested in writing from the County, successful Bidder will provide the County with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

Manatee County, a Political Subdivision of the State of Florida
Attn: Risk Management Division
1112 Manatee Avenue West, Suite 969
Bradenton, FL 34205

3. The project's solicitation number and title shall be listed on each certificate.
4. successful Bidder shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
5. successful Bidder agrees that should at any time successful Bidder fail to meet or maintain the required insurance coverage(s) as set forth herein, the County may terminate this contract.
6. The successful Bidder waives all subrogation rights against Manatee County, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
7. The successful Bidder has sole responsibility for all insurance premiums and policy deductibles.
8. It is the successful Bidder's responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. successful Bidder shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or successful Bidder shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
9. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the County has the right to review the successful Bidder's deductible or self-insured retention and to require that it be reduced or eliminated.

- III.** Successful Bidder understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the County, or to others, and the County's failure to request evidence of this insurance coverage shall not be construed as a waiver of successful Bidder's obligation to provide and maintain the insurance coverage specified.
- IV.** The enclosed Hold Harmless Agreement shall be signed by the successful Bidder and shall become a part of the contract.
- V.** Successful Bidder understands and agrees that the County does not waive its immunity, and nothing herein shall be interpreted as a waiver of the County's rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the County expressly reserves these rights to the full extent allowed by law.
- VI.** No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

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BID ATTACHMENT 2, TECHNICAL SPECIFICATIONS

CONTRACT DOCUMENTS
TECHNICAL SPECIFICATIONS

FOR



Moccasin Wallow Road Segment 2
from 115th ST East to West of
Sawgrass Road

PROJECT # 6071262

October 2023

PROJECT OWNER:

County of Manatee, Florida
c/o Manatee County Procurement Division
1112 Manatee Avenue West
Bradenton, Florida 34205
(941) 749-3014

PREPARED BY:

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

INFRASTRUCTURE ENGINEERING STANDARD SPECIFICATIONS

SECTION 01090	REFERENCE STANDARDS	3
SECTION 01150	MEASUREMENT AND PAYMENT	6
SECTION 01340	SHOP DRAWINGS, PROJECT DATA AND SAMPLES	12
SECTION 01600	MATERIAL AND EQUIPMENT	18
SECTION 01620	STORAGE AND PROTECTION	20
SECTION 01720	PROJECT RECORD DOCUMENTS	22
DIVISION 2	SITE WORK	25
SECTION 02590	WATER SERVICES ON PRIVATE PROPERTY	25
SECTION 02615	DUCTILE IRON PIPE AND FITTINGS	29
SECTION 02616	DISINFECTING POTABLE WATER PIPE LINES	33
SECTION 02617	INSTALLATION, TESTING, AND CLEANING OF PRESSURE PIPE	35
SECTION 02622	POLYVINYL CHLORIDE (PVC) PRESSURIZED PIPE AND FITTINGS (AWWA SPECIFICATIONS C-900-16)	45
SECTION 02640	VALVES AND APPURTENANCES	48
SECTION 02720	SANITARY SEWER BYPASS PUMPING	70
SECTION 02800	TRACER WIRE SYSTEM	73
DIVISION 5	METALS	75
SECTION 05550	AIR RELEASE ENCLOSURE	75

This specification includes by reference the Manatee County Public Works Standards, Part I Utilities Standards Manual approved February 25, 2020.

All items and/or materials furnished and installed shall conform to the Manatee County Utilities Approved Products List and supersede any items listed within this document. All items listed in the submittal requirements under each section shall be required to be submitted for review and acceptance by the Engineer of Record and County, unless otherwise specified.

DIVISION 1 GENERAL REQUIREMENTS

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.

1.02 ABBREVIATIONS, NAMES AND ADDRESSES OR ORGANIZATIONS

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

- AA Aluminum Association
818 Connecticut Avenue, N.W.
Washington, DC 20006
- AASHTO American Association of State Highway and Transportation Officials
444 North Capital Street, N.W.
Washington, DC 20001
- ACI American Concrete Institute
Box 19150
Reford Station
Detroit, MI 48219
- AI Asphalt Institute
Asphalt Institute Building
College Park, MD 20740
- AISC American Institute of Steel Construction
1221 Avenue of the Americas
New York, NY 10020
- AISI American Iron and Steel Institute
1000 16th Street NW
Washington, DC 20036
- ANSI American National Standards Institute
1430 Broadway
New York, NY 10018

ASHRAE American Society of Heating, Refrigerating and Air Conditioning Engineers
179I Tullie Circle, N.E.
Atlanta, GA 30329

ASME American Society of Mechanical Engineers
345 East 47th Street
New York, NY 10017

ASTM American Society for Testing and Materials
1916 Race Street
Philadelphia, PA 19103

AWWA American Water Works Association
6666 West Quincy Avenue
Denver, CO 80235

AWS American Welding Society
2501 N.W. 7th Street
Miami, FL 33125

CRSI Concrete Reinforcing Steel Institute
180 North LaSalle Street, Suite 2110
Chicago, IL 60601

FDEP Florida Department of Environmental Protection
3900 Commonwealth Blvd.
Tallahassee, Florida 32399

FDOT Florida Department of Transportation Standards Specifications for Road and
Bridge Construction
Maps & Publication Sales - Mail Station 12
605 Suwannee St.
Tallahassee, FL 32399-0450

FS Federal Specification
General Services Administration Specifications and Consumer Information
Distribution Section (WFSIS)
Washington Navy Yard, Bldg. 197
Washington, DC 20407

MCPW UTIL STD Manatee County Utility Engineering
1022 26th Ave E
Bradenton, FL 34208

MLSFA Metal Lath/Steel Framing Association
221 North LaSalle Street
Chicago, IL 60601

MMA Monorail Manufacturer's Association
1326 Freeport Road
Pittsburgh, PA 15238

NAAMM National Association of Architectural Metal Manufacturers
221 North LaSalle Street
Chicago, IL 60601

NEMA National Electrical Manufacturer's Assoc.
2101 L Street N.W.
Washington, DC 20037

OHSA Occupational Safety and Health Assoc.
5807 Breckenridge Pkwy., Suite A
Tampa, FL 33610-4249

PCA Portland Cement Association
5420 Old Orchard Road
Skokie, IL 20076

PCI Prestressed Concrete Institute
20 North Wacker Drive
Chicago, IL 60606

SDI Steel Door Institute
712 Lakewood Center North
Cleveland, OH 44107

SMACNA Sheet Metal and Air Conditioning Contractor's National Association
8224 Old Court House Road
Vienna, VA 22180

SSPC Steel Structures Painting Council
402 24th Street, Suite 600
Pittsburgh, PA 15213

SWFWMD Southwest Florida Water Management District
2379 Broad Street
Brooksville, FL 34604-6899

UL Underwriter's Laboratories, Inc.
333 Pfingston Road
Northbrook, IL 60062

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01150 MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 SCOPE

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

1.02 ESTIMATED QUANTITIES

The quantities shown are approximate and are given only as a basis of calculation upon which the award of the Contract is to be made. The County 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.

(THE BID ITEM SECTION IS TO BE COMPLETED FOR EACH ITEM TO BE BID. EXAMPLES AS FOLLOWS)

BID ITEM NO.: PRECAST CONCRETE MANHOLE

Payment for work under this Bid Item shall be made at the Contract unit price bid for each manhole furnished and installed including frame and cover, construction of inverts, all protective coatings, drop connections if applicable, sealing of lift holes, rainwater protector, grade adjustment rings, manhole boot connection, etc.

Measurement shall be for each manhole installed complete and accepted. Payment shall be made per unit price for the category of depth as determined by the proposed rim and invert. All stubs and plugs shown or called for on the Contract Drawings shall be included in the unit price bid for manholes. Excavation, including rock as necessary, bedding, backfill, dewatering, sheeting, testing and any and all other items necessary for a completed system in accordance with the Contract Documents shall be included. Payment shall represent full compensation for all labor, materials, equipment and incidental items necessary to complete each concrete manhole structure, ready for approval and service by the County.

BID ITEM NO.: PVC SANITARY SEWER MAIN

Payment for all work included under this Bid Item shall be made at the applicable Contract unit price bid per linear foot for furnishing and installing the listed diameter sanitary sewer main at the depths shown on the Contract Drawings and designated on the Bid Form for the actual length

installed. Payment for all end of line cleanouts will be included in the applicable Contract unit price bid for 8" diameter PVC SDR 26 sanitary sewer main.

Measurement for the installed length shall be measured horizontally from center to center of manholes.

Payment shall represent full compensation for all labor, excavation, including rock as necessary, dewatering, pipe, bedding, materials, backfill, compaction, sheeting, testing and equipment. Also included shall be the installation of all wyes and/or tees as required for service connections and the recording of their location by station and offset method and all other appurtenances and incidentals required or specified to complete the gravity sewer main. No additional compensation will be made by the County for excavation performed below the bottom of the pipe, for rock removal or materials or for repair of any trench settlement. Class of pipe to be as specified or as listed on the Bid Form.

BID ITEM NO.: SEWER SERVICE LATERALS

Payment for work included under this Bid Item shall be made at the Contract unit price bid for each single or double sewer service lateral and connection at the main line sewer, 6-inch diameter service line to the location designated on the Contract Drawings or as alternately requested by the property owner, and including all bends, fittings, concrete encasement, the vertical extension, cap and concrete pad at the surface, all as shown on the service connection detail on the Contract Drawings and all other appurtenances including all labor, equipment, and materials necessary to complete each service connection. The elevation depth below grade as shown in the service connection detail on the Contract Drawings for the lateral invert shall be maintained by the Contractor installing the sanitary sewer service line.

All service locations shown on the Contract Drawings are approximate and it shall be the responsibility of the Contractor to contract all homeowners for locating the owner's service and determine, subject to approval by the County, the best locations and depth for each service lateral. Locations of all connections at the main line sewer and at the property line by station and offset method shall be recorded on the as-built drawings to be furnished to County by the Contractor.

Also included in payment shall be all excavation, including rock as necessary, bedding, backfill, compaction, testing, extensions and caps all as shown on the Contract Drawings, furnished and installed watertight, ready for approval by the County acceptance.

BID ITEM NO.: PVC (C-900 -165) FORCE MAINS

Payment for all work included in this Bid Item shall be made at the applicable Contract unit price bid per the schedule of prices for furnishing and installing the listed diameter PVC force main (AWWA C-900-16, , CL-235) pipe as shown on the Contract Drawings and listed on the Bid Form. Measurement and Payment shall be made for the actual length of the listed diameter pipe and installed and will represent full compensation for all labor, materials, trace wire, excavation, including rock, dewatering, bedding, backfill, compaction, testing and equipment required to complete these Bid Items. No additional compensation shall be made for excavation below the bottom of the pipe, for rock removal or bedding and backfill material, or for repair of any trench settlement.

BID ITEM NO.: PVC (C-900 16) WATER MAINS

Payment for all work included in this Bid Item shall be made at the applicable Contract unit price bid per the schedule of prices for furnishing and installing the listed diameter PVC water main (AWWA C-900-16, CL-235) pipe as shown on the Contract Drawings and listed in the Bid Form. Measurement and Payment shall be made for the actual length of the listed diameter pipe installed and will represent full compensation for all labor, materials, tracer wire, excavation, including rock, dewatering, bedding, backfill, compaction, testing and disinfection and equipment required to complete these Bid Items. No additional compensation will be made for excavation below the bottom of the pipe, for rock removal or bedding and backfill materials, or for repair of any trench settlement.

BID ITEM NO.: TAPPING SLEEVES/VALVES

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

BID ITEM NO.: GATE VALVES

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

BID ITEM NO.: HYDRANT ASSEMBLY

Payment for all work included in this Bid Item shall be made at the applicable Contract unit price bid per each hydrant assembly, including hydrant lead, tee, gate valve, polyethylene wrap, valve box and cover, concrete pads, restraining rods and/or thrust blocks, as shown on the Contract Drawings and listed on the Bid Form. Payment shall represent full compensation for all labor, material, equipment, excavation, including rock, bedding, backfill, compaction, testing and disinfection required to complete this Bid Item.

BID ITEM NO.: SINGLE AND DOUBLE WATER SERVICES

Payment for all work included in this Bid Item shall be made at the applicable Contract unit price bid for each service type for furnishing and installing the listed 1" single and 1-1/2" double water service lines, both short and long side, as shown on the Contract Drawings and listed on the Bid Form. Payment shall represent full compensation for all labor, material, excavation, including rock, bedding, backfill, compaction, testing and disinfection and equipment required to complete these Bid Items.

BID ITEM NO.: WATER SERVICE/METER RECONNECTIONS

Payment for all work included in this Bid Items shall be made at the applicable Contract unit price

bid per each reconnection type for furnishing and installing the listed 1" single and/or 1-1/2" double service/meter reconnection as shown on the Contract Drawings and listed on the Bid Form. Payment shall represent full compensation for all labor, material, excavation, including rock, bedding, backfill, compaction, testing and disinfection and equipment required to complete these Bid Items.

BID ITEM NO.: WATER SERVICES

This Bid Item includes the construction of potable water services including service line, meter box and appurtenances of the specified type acceptably furnished and installed as shown on the Drawings or where directed by the Project Representative. The work includes removal and disposal of the existing meter box and appurtenances, connection of the new water service to the existing water service line, and installation of new service line as required on private property from the existing box to the meter box installed by the Contractor. The Project Representative may require a plumber licensed in Manatee County to install the portions of the work on private property, including vacuum breakers on all exterior hose bibbs. Measurement will be according to the type of services, long or short, single or double. Payment for all work under this Bid Item shall be made at the applicable Contract unit price bid according to the type of services. The work shall include, but is not limited to; service piping, excavation, directional drilling, restoration, compaction, casing pipe, meter box, tapping saddles, corporation stops, curb stops, curb or pavement location disks, 10 gauge copper clad steel tracer wire, complete meter assembly & yoke, all necessary fittings, all service connections, disinfection, coordination with service customers, removal and reinstallation of meters, and all other related and necessary materials, work and equipment associated with this item.

BID ITEM NO.: PRIVATE WATER SERVICE RELOCATION, COMPLETE

Measurement and Payment for this item shall be at the applicable Contract unit price bid per service line connection. The Contractor shall coordinate with each private property owner all aspects of routing the water service line from the rear of the private property to the front roadway right-of-way and connecting to the water service meter. The Contractor shall be responsible for meeting with each individual private property owner to coordinate the routing of the water service line on private property prior to the commencement of any work. The Contractor shall document the agreed upon route on a sketch signed and dated by all parties.

The connection point to the existing water service line shall be assumed to be adjacent to the foundation at the entry point into the residence. This Bid Item includes abandoning in place the existing water service line in accordance with the Florida Building Code - Building and Plumbing.

Manatee County Building Permits, in the amount of \$75 each, will be required for all private properties, with up to 10 adjacent properties included on each permit. This item includes all permits, material, labor, equipment, excavation, restoration, certification and inspection fees, temporary measures, removal and disposal of existing meter boxes, and taxes necessary to connect the water service line to the water service meter (at the roadway right-of-way) in a manner conforming to all pertinent sections of the Florida Building Code - Building and Plumbing and the Manatee County Building Department. The Contractor shall disconnect the existing water service meters located at the rear of the private property and relocate them to the new meter box (provided by the Contractor) and connect the water service meter to the service connection from the new water main. This activity shall be coordinated with the private property owner to ensure minimum interruption of potable water service.

BID ITEM NO.: DUCTILE IRON FITTINGS, WASTEWATER

Payment for all work included in this Bid Items will be made at the applicable Contract unit price bid for furnishing and installing each listed ductile iron fitting (Permax CTF or Tnemec Perma-Shield Series 431 epoxy lined) as shown on the Contract Drawings and listed on the Bid Form. Included in this Bid Item is the polyethylene wrapping of buried fittings and the painting of aboveground fittings per County standards. Payment will be made for each fitting installed and will represent full compensation for all labor, material, excavation, including rock, bedding, backfill, compaction, testing and equipment required to complete these Bid Items.

BID ITEM NO.: DUCTILE IRON FITTINGS, WATER

Payment for all work included in this Bid Items will be made at the applicable Contract unit price bid for furnishing and installing each ductile iron fitting (cement-lined) as shown on the Contract Drawings and listed on the Bid Form. Included in the Bid Item is the polyethylene wrapping of buried fittings and the painting of aboveground fittings per County standards. Payment shall represent full compensation for all labor, material, equipment, excavation, including rock, bedding, backfill, compaction, testing and disinfection required to complete these Bid Items.

BID ITEM NO.: SUBMERSIBLE LIFT STATION

Payment for all work included under this Bid Item shall represent full compensation in accordance with the lump sum price bid for the construction of the lift station within the site identified including dewatering, excavation, including rock as necessary, bedding, backfill, concrete, materials, aboveground valve assembly piping, valves, wastewater pumps, flow meter, controls, wiring, telemetry, hatch covers, all site work including sodding, fencing, brush and/or tree removal, the listed diameter PVC (AWWA, C-900-16, CL235) force main within lift station site limits, asphalt driveway, drainage improvements, and all other materials and equipment necessary for a complete and fully operable system, including testing and start-up, all as shown on the Contract Drawings and/or called for in the Contract Specifications, ready for approval and acceptance by the County. Payment shall also include all landscaping, irrigation system, a backflow preventer on the water service line, and all other items called for or necessary for a complete installation in accordance with the Contract Documents. The lump sum price shall also include any off-site material required to establish finish grade and the removal and off-site disposal of any unsuitable excavated material or debris. Measurement for periodic payments of this lump sum bid item will be in accordance with the approved Schedule of Values, to be supplied by the Contractor in accordance with the Contract Documents.

BID ITEM NO.: HYDRANT RELOCATION

Payment for all work included in this Bid Item will be made at the applicable Contract unit price bid per each hydrant relocation, which includes the furnishing of a new tapping sleeve and tapping valve or tee and gate valve as necessary, removal and cleaning of existing hydrant and base elbow, capping of the existing water main connection, and relocation and installation of the hydrant, hydrant lead, and base elbow to the new location as shown on the Contract Drawings and listed on the Bid Form. Included in this bid item is any restraints and/or thrust blocks, and the polyethylene wrapping of the buried valves, appurtenances, and ductile iron piping and fittings associated with the hydrant. Payment shall represent full compensation for all labor, materials, equipment, testing and disinfection necessary to complete this Bid Item, ready for approval and acceptance by the County.

BID ITEM NO.: 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 NO. : RECORD DRAWINGS

Payment for all work included under this Bid Item shall be made at the Contract lump sum price bid listed in the Bid Form and shall represent full compensation for all labor, materials and equipment required to generate and provide record drawings approved and accepted by the County. Record drawings shall be in strict accordance with Section 1.14 of the Manatee County Public Work Utility Standards.

BID ITEM NO.: 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 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: working drawings, shop drawings, test reports and data on materials and equipment (hereinafter in this section called data) that have been produced within the last three (3) years, and material samples (hereinafter in this section called samples) as are required for the proper control of work, including, but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings. Submittals shall be made electronically in PDF format using e-Builder.
- B. The submittal process through e-Builder shall constitute the shop drawing log. This log shall 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).

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. The Contractor shall ensure that all submitted cut sheets, product sheets, product documentation, etc. are current versions of the product information and are not older than three (3) years. Product certification(s) shall be no older than three (3) years. Any submitted documents found to be beyond the acceptable date ranges shall be rejected.
- C. 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.
- D. 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.

- E. 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.
- F. 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. Submittals are to be scheduled, submitted, reviewed, and approved prior to the acquisition of the material or equipment. Coordinate scheduling, sequencing, preparing, and processing of submittals with performance of work so that work will not be delayed by submittal processing. Allow time for potential resubmittal.
- G. No delay costs or time extensions will be allowed for time lost in late submittals or resubmittals.
- H. 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.
- I. 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.

1.06 SUBMITTAL PREPARATION

- A. Each submittal is to be complete and in sufficient detail to allow ready determination of compliance with contract requirements.
- B. Collect required data for each specific material, product, unit of work, or system into a single submittal. Prominently mark choices, options, and portions applicable to the submittal. Partial submittals will not be accepted for expedition of construction effort. Submittal will be returned without review if incomplete.
- C. If available product data is incomplete, provide Contractor-prepared documentation to supplement product data and satisfy submittal requirements.
- D. All irrelevant or unnecessary data shall be removed from the submittal to facilitate accuracy and timely processing. Submittals that contain the excessive amount of irrelevant or unnecessary data will be returned with review.
- E. Provide a transmittal form for each submittal with the following information:
 - 1. Project title, location and number.
 - 2. Construction contract number.
 - 3. Date of the drawings and revisions.
 - 4. Name, address, and telephone number of subcontractor, supplier, manufacturer, and any other subcontractor associated with the submittal.
 - 5. List paragraph number of the specification section and page number; and sheet number of the contract drawings by which the submittal is required.
 - 6. When a resubmission, the resubmittal document name shall remain the same, but shall add an alphabetic suffix on submittal description. For example, submittal 18 would become 18A, to indicate resubmission.
 - 7. Product identification and location in project.
- F. The Contractor is responsible for reviewing and certifying that all submittals are in compliance with contract requirements before submitting to the County for review.
- G. Stamp, sign, and date each submittal transmittal form indicating action taken.

- H. Stamp used by the Contractor on the submittal transmittal form to certify that the submittal meets contract requirements is to be similar to the following:

<p>CONTRACTOR (Firm Name)</p> <p>____ Approved</p> <p>____ Approved with corrections as noted on submittal data and/or attached sheet(s).</p> <p>I certify that the following document and information has been verified to be is not more than three (3) years old.</p> <p>SIGNATURE: _____</p> <p>TITLE: _____</p> <p>DATE: _____</p>

1.07 WORKING DRAWINGS

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

1.08 SAMPLES

- A. The Contractor shall furnish, for the review of the County, samples required by the Contract Documents or requested by the County. Samples shall be delivered to the County as specified or directed. The Contractor shall prepay all shipping charges on samples. Materials or equipment for which samples are required shall not be used in work until reviewed by the County.

- B. Samples shall be of sufficient size and quantity to clearly illustrate:
 - 1. Functional characteristics of the product, with integrally related parts and attachment devices.
 - 2. Full range of color, texture and pattern.
 - 3. A minimum of two samples of each item shall be submitted.

- C. Each sample shall have a label indicating:
 - 1. Name of product.
 - 2. Name of Contractor and Subcontractor.
 - 3. Material or equipment represented.
 - 4. Place of origin.
 - 5. Name of Producer and Brand (if any).
 - 6. Location in project.
(Samples of finished materials shall have additional markings that will identify them under the finished schedules.)
 - 7. Reference specification paragraph.

- D. The Contractor shall prepare a transmittal letter in triplicate for each shipment of samples containing the information required above. He shall enclose a copy of this letter with the shipment and send a copy of this letter to the County. Review of a sample shall be only for the characteristics or use named in such and shall not be construed to change or modify any Contract requirements.

- E. Reviewed samples not destroyed in testing shall be sent to the County or stored at the site of the work. Reviewed samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the reviewed samples. If requested at the time of submission, samples which failed testing or were rejected shall be returned to the Contractor at his expense.

1.09 APPROVED SUBMITTALS

- A. County approval of submittals is not to be construed as a complete check, and indicates only that the general method of construction, materials, detailing, and other information are satisfactory.

- B. County approval of a submittal does not relieve the Contractor of the responsibility for any error which may exist. The Contractor is responsible for fully complying with all contract requirements and the satisfactory construction of all work, including the need to check, confirm, and coordinate the work of all subcontractors for the project. Non-compliant material incorporated in the work will be removed and replaced at the Contractor's expense.

- C. After submittals have been approved, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

- D. Retain a copy of all approved submittals at project site, including approved samples.

PART 2 PRODUCTS (NOT USED)
PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01600 MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Material and equipment incorporated into the work:
 - 1. Conform to applicable specifications and standards.
 - 2. Comply with size, make, type and quality specified, or as specifically approved in writing by the County.
 - 3. Manufactured and Fabricated Products:
 - a. Design, fabricate and assemble in accordance with the best engineering and shop practices.
 - b. Manufacture like parts of duplicate units to standard sizes and gages, to be interchangeable.
 - c. Two or more items of the same kind shall be identical and manufactured by the same manufacturer.
 - d. Products shall be suitable for service conditions.
 - e. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
 - 4. Do not use material or equipment for any purpose other than that for which it is specified.
 - 5. All material and equipment incorporated into the project shall be new.

1.02 MANUFACTURER'S INSTRUCTIONS

- A. When Contract Documents require that installation of work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including two copies to County. Maintain one set of complete instructions at the job site during installation and until completion.
- B. Handle, install, connect, clean, condition and adjust products in strict accordance with such instructions and in conformity with specified requirements. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with County prior to proceeding. Do not proceed with work without clear instructions.

1.03 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of products in accordance with construction schedules, coordinate to avoid conflict with work and conditions at the site.
 - 1. Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
 - 2. Immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals and that products are properly protected and undamaged.
- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

- C. The Contractor shall take extreme care when handling pipe, valves, fittings to ensure the interior lining does not get damaged during construction. Lined pipe, valves, and fittings must be handled only from the outside surfaces. No forks, chains, straps, hooks, etc. shall be placed inside the pipe, valves, and fittings for lifting, positioning, or laying. The materials shall not be dropped or unloaded by rolling.
- D. Care should be taken not to let the pipe, valves, and fittings strike sharp objects while swinging or being off loaded. Materials should never be placed on grade by use of hydraulic pressure from an excavator bucket or by banging with heavy hammers.
- E. A County representative shall have the right to deny any pipe/valve/fitting that shows cracking due to improper handling/storage.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01620 STORAGE AND PROTECTION

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Provide secure storage and protection for products to be incorporated into the work and maintenance and protection for products after installation and until completion of Work.

1.02 STORAGE

A. Store products immediately on delivery and protect until installed in the Work, in accord with manufacturer's instructions, with seals and labels intact and legible.

B. Exterior Storage

1. Provide substantial platform, blocking or skids to support fabricated products above ground to prevent soiling or staining.
 - a. Cover products, particularly any pipe, fittings, and valves, subject to discoloration or deterioration from exposure to the elements, with impervious sheet coverings. Provide adequate ventilation to avoid condensation.
 - b. Prevent mixing of refuse or chemically injurious materials or liquids.
1. Arrange storage in manner to provide easy access for inspection.

1.03 MAINTENANCE OF STORAGE

A. Maintain periodic system of inspection of stored products on scheduled basis to assure that:

1. State of storage facilities is adequate to provide required conditions.
2. Required environmental conditions are maintained on continuing basis.
3. Surfaces of products exposed to elements are not adversely affected. Any weathering of products, coatings and finishes is not acceptable under requirements of these Contract Documents.

B. Mechanical and electrical equipment which requires servicing during long term storage shall have complete manufacturer's instructions for servicing accompanying each item, with notice of enclosed instructions shown on exterior of package.

1. Equipment shall not be shipped until approved by the County. The intent of this requirement is to reduce on-site storage time prior to installation and/or operation. Under no circumstances shall equipment be delivered to the site more than one month prior to installation without written authorization from the County.
2. All equipment having moving parts such as gears, electric motors, etc. and/or instruments shall be stored in a temperature and humidity controlled building approved by the County until such time as the equipment is to be installed.
3. All equipment shall be stored fully lubricated with oil, grease, etc. unless otherwise instructed by the manufacturer.
4. Moving parts shall be rotated a minimum of once weekly to insure proper lubrication and to avoid metal-to-metal "welding". Upon installation of the equipment, the Contractor shall start the equipment, at least half load, once weekly for an adequate

- period of time to insure that the equipment does not deteriorate from lack of use.
5. Lubricants shall be changed upon completion of installation and as frequently as required, thereafter during the period between installation and acceptance.
 6. Prior to acceptance of the equipment, the Contractor shall have the manufacturer inspect the equipment and certify that its condition has not been detrimentally affected by the long storage period. Such certifications by the manufacturer shall be deemed to mean that the equipment is judged by the manufacturer to be in a condition equal to that of equipment that has been shipped, installed, tested and accepted in a minimum time period. As such, the manufacturer will guaranty the equipment equally in both instances. If such a certification is not given, the equipment shall be judged to be defective. It shall be removed and replaced at the Contractor's expense.

1.04 PROTECTION AFTER INSTALLATION

- A. Provide protection of installed products to prevent damage from subsequent operations. Remove when no longer needed, prior to completion of work.
- B. Control traffic to prevent damage to equipment and surfaces.
- C. Provide coverings to protect finished surfaces from damage.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01720 PROJECT RECORD DOCUMENTS

PART 1 STANDARDS

1.01 MINIMUM RECORD DRAWING STANDARDS FOR ALL RECORD DRAWINGS SUBMITTED TO MANATEE COUNTY

- A. Record drawings shall be submitted to at least the level of detail in the latest edition of the Public Works Standards Part I. Utilities Standards Manual, Sections 1.15 and/or 1.16. Original drawings in CAD format may be requested of the County.

PART 2 STANDARDS

2.01 REQUIREMENTS INCLUDED

- A. Contractor shall maintain at the site for the County one record copy of:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. County's field orders or written instructions.
 - 6. Approved shop drawings, working drawings and samples.
 - 7. Field test records.
 - 8. Construction photographs.

2.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

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

2.03 MARKING DEVICES

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

2.04 RECORDING DRAWINGS PREPARATION

- A. Record information concurrently with construction progress.

- B. Do not conceal any work until required information is recorded.
- C. Refer to the latest edition of the Public Works Standards Part I. Utilities Standards Manual, Sections 1.15 and/or 1.16.
- D. Specifications and Addenda; Legibly mark each Section to record:
 - 1. Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.
 - 2. Changes made by field order or by change order.
- E. Shop Drawings (after final review and approval):
 - 1. Five sets of record drawings for each process equipment, piping, electrical system and instrumentation system.

2.05 SUBMITTAL

- A. Prior to substantial completion and prior to starting the bacteria testing of water lines, deliver signed and sealed Record Documents and Record Drawings to the County. These will be reviewed and verified by the inspector. If there are any required changes or additions, these shall be completed and the entire signed and sealed set resubmitted prior to final pay application.
- B. The Contractor shall employ a Professional Engineer or Surveyor registered in the State of Florida to verify survey data and properly prepare record drawings. Record drawings shall be certified by the professional(s) (Engineer or Surveyor licensed in Florida), as stipulated by the Land Development Ordinance and submitted on signed and sealed paper drawings, signed and dated mylar drawings together with an AutoCAD version on a recordable DVD or USB Flash Drive. Digital documents may be uploaded to e-Builder is an option.
- C. The DVD or USB Flash Drive shall contain media in AutoCad Version 2020 or later, or in any other CAD program compatible with AutoCad 2020 in DWG or DXF form. All fonts, line types, shape files, external references, or other pertinent information used in the drawing and not normally included in AutoCad shall be included on the media with a text file or attached noted as to its relevance and use.
- D. Accompany submittal with transmittal letter, containing:
 - 1. Date.
 - 2. Project title and number.
 - 3. Contractor's name and address.
 - 4. Title and number of each Record Document.
 - 5. Signature of Contractor or his authorized representative.

Note: The data required to properly prepare these record drawings shall be obtained at the site, at no cost to the County by the responsible design professional or his/her duly appointed representative. The appointed representative shall be a qualified employee of the responsible design professional or a qualified inspector retained by the responsible design professional on a project-by-project basis.

PART 3 EXECUTION (NOT USED)

END OF SECTION

DIVISION 2 SITE WORK

SECTION 02590 WATER SERVICES ON PRIVATE PROPERTY

PART 1 GENERAL

1.01 SCOPE OF WORK

Furnish all labor, materials, equipment and incidentals necessary for complete installation of potable water services for and on the lots identified on the Drawings when authorized by the County and Property Owner. The Contractor shall construct water service lines on private property from the proposed County meter to a connection point within the customer's water system. In addition, the Contractor shall remove the existing water meter and box assembly and cap and abandon the existing water service at the service line, or as directed by the County. Backflow Preventers and associated Thermal Expansion Tanks and vacuum breakers on all outside hose bibbs shall be installed by the Contractor where cross connection risks are present, as required by the applicable County Ordinances and Plumbing Codes. Installation of Expansion Tanks will often require the Contractor to access inside existing buildings and coordinate work and timing with individual property owners.

Per LDC Section 802.6.A.4.d, all new and replacement water supply systems in the 100-year floodplain shall be located and designed to have a backflow prevention assembly (BPA) required for all systems connected to the Manatee County Public Water Supply.

1. The BPA device required will be per the Manatee County Cross Connection Control Code. (The BPA shall be a dual check device if flood is the only potential hazard present. If other potentially hazardous conditions exist (irrigation system, reclaimed water, swimming pool, other potential water source, etc.) then BPA shall be a reduced pressure device.)
2. All commercial properties require a BPA.
3. Residential properties constructed after 1987 that have an identified potential hazard shall have the appropriate BPA.
4. Residential properties constructed in 1987 or prior, that have pulled a permit for plumbing or a pool after 1987, and have an identified potential hazard shall have an appropriate BPA.
5. Residential properties that do not have a potential hazard will not be required to have a BPA.

1.02 GENERAL

- A. The work shall include furnishing and installing a pipe, fittings, valves, and appurtenances necessary to convey water from the customer's water meter at the property line to the house service connection, including restoration of all lawns, drives, walkways, plants, customer private property, and other activities necessary to restore the site to a condition equal to or better than that which existed prior to construction. The Contractor shall carefully examine the Drawings and shall be responsible for the proper fittings of materials and equipment in each building and on each lot or site. All work shall comply with local code requirements.
- B. Plumbing fixtures, devices and pipe shall be installed in such a manner to prohibit a cross connection or interconnection between a potable water supply and a polluted supply. The plumbing installation shall further prohibit the backflow of sewage, polluted water, or waste into the water supply system. The Contractor shall install vacuum breakers on all outside hose bibbs

where backflow preventers are required.

- C. Required materials not covered by the Specifications shall meet the requirements of the local Plumbing Code, other applicable State and Local Ordinances and Codes, the AWWA, NSF, and shall conform to accepted plumbing practice.
- D. The Contractor shall coordinate all work called for in the Contract Documents with the County Meter Superintendent and other involved parties, and shall establish a work plan to install the new water service lines which results in minimal impact to customer private property.
- E. All work on customer service lines conducted on private property shall be performed by a plumber licensed in Manatee County and experienced in furnishing and installing potable water plumbing systems.
- F. Upon completion of water service construction on private property, the Contractor shall obtain a Building Department inspection and approval to place the system into operation.
- G. Pipe openings shall be closed with caps or plugs during installation. Fixtures and equipment shall be tightly covered and protected against dirt, water and chemical or mechanical injury. Upon completion of all work, the fixtures, materials and equipment shall be thoroughly cleaned, adjusted and operated.

1.03 SUBMITTALS

- A. The Contractor shall submit to the County for review and approval in accordance with the Contract Documents: complete shop drawings, working drawings, and product data for all materials and equipment furnished under this Section. The Contractor shall meet with each property owner to coordinate the routing of the water service line on private property prior to the commencement of any work and shall document the agreed upon route on a sketch signed and dated by all parties and submit them to the County.

1.04 CODES, ORDINANCES AND PERMITS

- A. The Contractor shall comply with all of the laws, ordinances, and codes, rules and regulations of the local and state authorities having jurisdiction over any of the work specified herein. He shall apply and pay for all necessary permits, including Manatee County Building Permits for all lots.
- B. If any part of the Plans and Specifications conflict with existing laws and codes, the Contractor shall call it to the County's attention prior to the commencement of work.

1.05 GUARANTEE

- A. The Contractor shall warrant all labor and materials free from defects for a period of one (1) year from the date of acceptance and shall, upon notification during this period, promptly repair or replace any defective items of material or equipment at no additional cost.

1.06 ACCESSIBILITY

- A. The Contractor shall inform himself fully regarding the peculiarities and limitations of the space available for the installation of all material in this Contract.

- B. The Contractor is responsible for obtaining access to the private properties identified on the Drawings. The County will issue notices to the Owners of the Properties requesting their cooperation with the Contractor.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Refer to latest edition of the Manatee County Utilities Standards and the County's Utilities Approved Products List for material details.. All pipe, fittings, materials, and appurtenances shall be furnished and installed to meet the requirements of this project and the requirements of the Florida Building Code - Plumbing, and Residential Chapter 29 (Water Supply & Distribution).
- B. If required by site specific conditions, the Backflow Preventer, and vacuum breakers shall be in accordance with Manatee County Utility Standards, latest edition and are subject to the approval of the County. r.
- C. Water service pipe shall be per Section 02620 of these Specifications.
- D. A dielectric coupling shall be provided between ferrous and nonferrous materials.
- E. The Contractor shall furnish certified statements from the manufacturer that the material conforms to the requirements specified above.

PART 3 EXECUTION

3.01 PLANNING AND COORDINATION

- A. The Contractor shall coordinate with each water customer, property owner and the County Meter Superintendent to establish a reasonable plan and location for installation of each new customer water service line. The Contractor shall perform exploratory work and have all materials in hand at the commencement of construction to reduce the risk of delays in completion of the work associated with lack of materials.
- B. The Contractor shall schedule the installation of the new water service lines with the County. The Contractor shall carefully schedule the work of subcontractor licensed plumbers to ensure that customer water service disruption is minimized and is not interrupted for longer than the period specified in the Specifications. The Contractor shall schedule the inspection of the work by Manatee County Building officials as necessary to allow for timely use of the new customer service.
- C. The County will provide new and/or existing water meters to the Contractor to install in proposed meter boxes. The Contractor shall remove existing meters from meter boxes as part of this Contract, return the meters to the County Meter Division, and shall verify with the County Meter Division which meters shall be reinstalled new and which will be reused. Just prior to removing an existing meter from service, the Contractor shall notify the customer, record the existing meter reading, and record the serial number prior to returning meters to the County meter division.

3.02 PRIVATE WATER SERVICE CONSTRUCTION

- A. The Contractor shall install new water service lines at a location on the customer's property that is agreed to by the property owner, minimizes impact to existing site features and private property improvements and which most directly connects the new water meter location with the connection point for the customers water service.
- B. The new water service connection on private property shall include new customer service line from the new meter location to the agreed upon point of connection with the customer house water service line; piping, fittings, valves, and appurtenances, excavation and backfill as required; restoration of grass, shrubs, drives, walkways, and other customer property damaged by construction and related work required to result in a new customer service line system that meets code requirements.

3.03

STERILIZATION

The entire potable water collection and distribution system shall be thoroughly sterilized with a solution of not less than 50 parts per million of available chlorine. The sterilizing solution shall be allowed to remain in the system for a period of three hours after which time all valves and faucets shall be opened and the system shall be flushed with clean water until the residual chlorine content is not greater than 0.92 parts per million, unless otherwise directed.

END OF SECTION

SECTION 02615 DUCTILE IRON PIPE AND FITTINGS

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. The Contractor shall furnish all labor, materials, equipment and incidentals required to install ductile iron pipe (DIP) and fittings, complete, as shown on the Drawings and specified in these Standards.
- B. Fittings are noted on the drawings for the Contractor's convenience and do not relieve the Contractor from laying and jointing different or additional items where required.
- C. The Contractor shall furnish all labor, materials, equipment and incidentals required to install flange joint, push-on joint, mechanical joints, or restrained joint ductile iron pipe, complete as shown on the Drawings and Specifications.
- D. Newly installed pipe shall be kept clean and free of all foreign matter. All ductile iron pipe and fittings installed underground shall be polyethylene wrapped.

1.02 SUBMITTALS

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

PART 2 PRODUCTS

2.01 MATERIALS

- A. Ductile iron pipe shall conform to AWWA C150 and AWWA C151. Buried pipe shall be push-on mechanical joint, Pressure Class 350 for sizes 4" through 16" and Pressure Class 250 for sizes 18" and larger. All aboveground pipe shall be flanged joint, Special Thickness Class 53. . All pipe materials used in potable water systems shall comply with NSF Standard 61.
- B. Unrestrained joint pipe shall be either the Fastite or Tyton push-on joint.
- C. Rubber gaskets shall conform to AWWA C111. Gaskets shall be Ethylene Propylene Diene Monomer (EPDM) rubber for potable and reclaimed water mains. Acrylonitrile butadiene (NBR) gaskets shall be used for potable and reclaimed water mains that are located in soil that is contaminated with low molecular-weight petroleum products or non-chlorinated organic solvents or non-aromatic organic solvents. Fluorocarbon (FKM) gaskets shall be used for potable and reclaimed water mains that are located in soil that is contaminated with aromatic hydrocarbons or chlorinated hydrocarbons. Fluorocarbon (FKM) gaskets shall be used where both classes of contaminates are found. Gaskets shall be labeled with factory embossed or etched letters stating the gasket material.

- D. Thrust restraint devices shall be provided at all bends and fittings, in casings under roads and railroads, and at other locations specifically indicated on the Construction Drawings. Thrust restraint devices shall be either concrete thrust blocks, ductile iron restraining glands, restrained joint rubber gaskets, or restraining locking ring/segments. Refer to Section 02640 of these Specifications for details.
- E. Ductile iron pipe shall be supplied in lengths not to exceed 21 ft.
- F. Restrained joint rubber gasket material shall be furnished per 2.01C of this Section. The gasket shall have special grade of corrosion-resistant, hardened, series 300 stainless steel locking segments vulcanized into the rubber gasket.
- G. Pipe joints shall be restrained both upstream and downstream from valves or fittings at distances as required by these Standards.
- H. All mechanical joint fittings shall be pressure rated for 350 psi for sizes 4-16 inches and 250 psi for sizes 18 inches and larger. All flanged fittings shall be pressure rated for 250 psi for all sizes. All fittings shall meet the requirements of AWWA C110 or AWWA C153.
- I. Potable and Reclaimed Water Main Coatings:
 - 1. All buried ductile iron pipe shall have a standard thickness cement lining on the inside in accordance with AWWA C104 and a standard 1-mil asphaltic exterior coating per AWWA C151. All aboveground ductile iron pipe shall have a standard thickness cement lining on the inside in accordance with AWWA C104 and have an exterior shop applied epoxy primer.
 - 2. All ductile iron fittings shall have double the standard thickness cement lining on the inside per AWWA C104. All buried ductile iron fittings shall have a standard 1-mil asphaltic exterior coating per AWWA C151. All aboveground ductile iron fittings shall have an exterior shop applied epoxy primer.
- J. Wastewater Force Main Coatings:
 - 1. All ductile iron pipe and fittings shall have a green, factory applied 40-mil dry-film thickness of an amine cured novolac epoxy or a modified polyamine ceramic epoxy interior lining. The interior lining application is to be based on the manufacturer's recommendation for long-term exposure to raw sewage.
 - 2. To ensure a holiday-free lining, documentation must be provided, at time of delivery, showing each section of lined pipe has passed holiday testing at the time of production per ASTM G62, method B (high voltage). The lining shall have a minimum three (3) year warranty covering failure of the lining and bond failure between liner and pipe.
 - 3. A County representative shall have the right to deny any pipe/fitting that shows coating cracks due to improper handling/storage of the pipe/fittings or failure to provide a holiday-free certification letter.
 - 4. Exterior coatings for buried ductile iron pipe and fittings used in wastewater systems shall have a standard 1-mil asphaltic coating per AWWA C151. Aboveground ductile iron pipe and fittings shall have a shop applied epoxy primer.

- K. Acceptable pipe sizes for potable and reclaimed water mains are 4” and larger; and 36” and larger for wastewater force mains. All sizes are acceptable for lift station valve and metering assemblies as well as aerial crossings.
- L. Refer to the latest edition of the County’s Utilities Approved Products List for acceptable products.

PART 3 EXECUTION

3.01 HANDLING

- A. The Contractor shall take extreme care when handling pipe and fittings to ensure the interior lining does not get damaged during construction. Lined pipe and fittings must be handled only from the outside of the pipe and fittings. No metallic forks, chains, straps, hooks, etc. shall be placed inside the pipe and fittings for lifting, positioning, or laying. The pipe shall not be dropped or unloaded by rolling.
- B. Care should be taken not to let the pipe strike sharp objects while swinging or being off loaded. Ductile iron pipe should never be placed on grade by use of hydraulic pressure from an excavator bucket or by banging with heavy hammers.

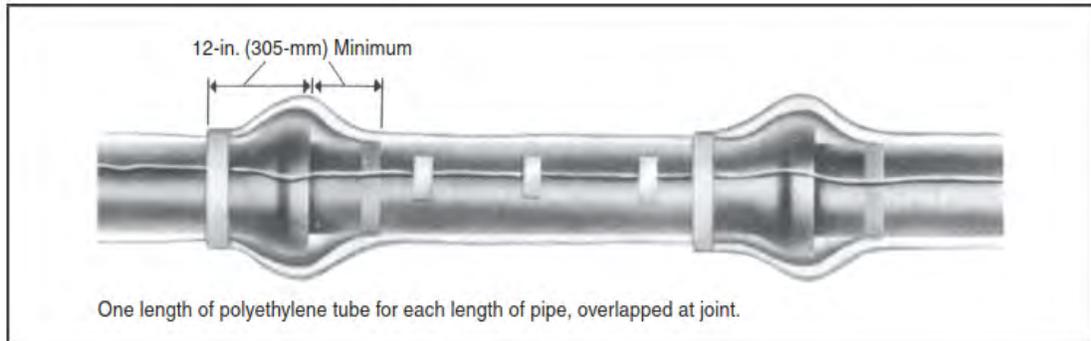
3.02 DETECTION

- A. Pipe shall have a 6-inch wide electronic detectable warning/path marking tape, color-coded per service type, placed directly above the pipe center. The tape shall be placed between 12 inches and 24 inches below finished grade, with a 48 inch maximum depth.
- B. The electronic detectable warning/path marking tape shall have detectable markers embedded in the tape and spaced adequately to provide a near continuous path to allow for easy detection at any point along the pipe. The embedded markers shall be spaced every 8-feet along the warning tape. The electronic marking tape shall be supplied per the latest edition of the County’s Utilities Approved Products List.
- C. Tracer wire shall be required for all pipeline construction, except gravity sewer, per Specification Section 02800.

3.03 IDENTIFICATION

- A. Each length of pipe and each fitting shall be marked with the name of the manufacturer, size and class, lining type, and shall be clearly identified as ductile iron pipe. All gaskets shall be marked with the name of the manufacturer, size and proper insertion direction.
- B. All ductile iron pipe and fittings, appurtenances, and valves shall be entirely polyethylene-tube wrapped blue for potable water mains, purple for reclaimed water mains, or green for sewer mains, per AWWA C105 and sized per manufacturer’s recommendations.
- C. Contractor shall ensure that no soil or embedment material is trapped between the pipe, fitting, appurtenance, or valves and the polyethylene wrap. The polyethylene film shall be snugly

fitted to the contour of the pipe barrel with sufficient slack to prevent stretching the polyethylene where it bridges irregular surfaces such as bell-spigot interfaces, bolted joints, or fittings. The tube-form polyethylene should be used with both ends thoroughly sealed with adhesive tape or plastic tie straps at the joints overlap. The wraps shall overlap at the joints as shown below.



- D. The polyethylene shall have circumferential wraps of tape placed at 2 ft intervals at the pipe barrel.
- E. When it is not practical to wrap valves, tees, crosses, or other odd-shaped pieces in a tube, wrap with a polyethylene flat sheet or split length of polyethylene tube by passing the sheet under the piece and wrap around the body. Make seams by bringing the edge of the polyethylene sheet together, folding them over twice, and taping them.
- F. Provide openings in the encasement for branches, service taps, blowoffs, valves, and similar appurtenances by cutting an "X" in the polyethylene and temporarily folding back the film. After the device is installed, tape the slack securely to the appurtenance with tape.
- G. Service lines of dissimilar metals shall be wrapped with polyethylene for a minimum clear distance of 3 feet away from the ductile-iron pipe.
- H. Polyethylene encasement shall be furnished per the latest revision of the County's Utilities Approved Products List.
- I. All restrained push-on joint pipe that is restrained with restraining gaskets/locking segments shall have weather-resistant, min. 6 mil thick, 4" wide, solid red PVC marking tape around the polyethylene wrap at the pipe bell to indicate that the joint is restrained.
 - 1. All aboveground piping, fittings, and appurtenances shall be painted Scott Paints safety blue for potable water, Pantone 522C purple for reclaimed water, and Hunter Green (Rustoleum 7538) for sewer.

END OF SECTION

SECTION 02616 DISINFECTING POTABLE WATER PIPE LINES

PART 1 GENERAL

1.01 SCOPE OF WORK

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

1.02 CLEANING WATER MAINS

At the conclusion of the work, the Contractor shall thoroughly clean all of the new pipes to remove all dirt, stones, pieces of wood or other material which may have entered during the construction period per Section 02617.

1.03 DISINFECTING & BACTERIOLOGICAL TESTING OF POTABLE WATER PIPE LINES

- A. All record drawing requirements must be submitted to the County prior to starting the bacteriological testing of the water lines.
- B. After the new potable water pipelines have been hydrostatically tested, or after existing potable water pipelines have been modified or repaired, they shall be cleaned, disinfected and sampled and tested for the presence of coliform organisms in accordance with AWWA C651.
- C. The County Inspector shall have been notified and shall be present at the time of the introduction of the chlorine disinfectant and water from the supply system into the main.
- D. At the end of the chlorine contact period, the chlorine residual shall be determined by sampling and testing, and the results shall be reported to the regulatory agencies with the County and State. The pipelines shall then be flushed thoroughly with clean potable water until chlorine measurements show that the concentration is no higher than the chlorine concentration that is acceptable for domestic use.
- E. Discharge flows from cleaning or flushing operations, and heavily chlorinated water from disinfecting operations, shall be disposed of in a manner consistent with US EPA, FDEP and SWFWMD regulations. Chapter 62-302 F.A.C. water quality standard for residual chlorine in Class III waters is <0.01 mg/L (ppm).
- F. After final flushing and before the new main is connected to the distribution system, sampling and analysis of the replacement water shall be performed by an approved laboratory or by the Department of Health. Sampling locations shall be as required by AWWA C651 or as determined by the FDEP representative. Pipelines that are tested and return an unsatisfactory test result shall be reflushed and resampled, or re-disinfected, or otherwise reconditioned, until a satisfactory result is attained.
- G. No potable water main shall be placed into service until the results of the bacteriological tests are satisfactory and the FDEP has provided the County with a written letter of acceptance. Potable water services, fire service, and fire hydrant leads that are exempt from a permit from the FDEP but still require bacteriological sampling in accordance with Chapter 62-555, Florida Administrative Code, shall not be placed into service until the results of the bacteriological

tests are satisfactory and the Manatee County Public Works Engineering Department has provided written acceptance.

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

END OF SECTION

SECTION 02617 INSTALLATION, TESTING, AND CLEANING OF PRESSURE PIPE

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish and install pipe, fittings, valves, fire hydrants, services, and all other appurtenances and incidentals complete and in-place as required by the construction drawings.
- B. The Contractor shall furnish all labor, materials, equipment and incidentals required to clean all new lines 4" and larger, and existing pipelines as specified in this specification and as indicated on the Drawings.
- C. This work shall include the furnishing and installation of all pig launching and retrieval devices and the appropriate pigs for the cleaning procedure, and all necessary excavations, shutdowns, fittings and valves required.

1.02 RELATED WORK

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

1.03 SUBMITTALS

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

1.04 QUALIFICATIONS

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

PART 2 PRODUCTS

2.01 GENERAL

- A. All pipe crossing federal or state roads; or thoroughfares (arterials & collectors), or railroads shall be installed in a casing pipe (steel, PVC, or HDPE).

HDPE pipe for potable and reclaimed water mains shall require written approval by County. PVC pipe meeting AWWA C900-16 shall be allowed for potable/reclaimed water mains sizes 4" through 12". The use of 14" diameter pipe in any application is prohibited.

- C. Ductile iron pipe shall not be used in sewer application, unless where agreed upon by the County based on economic benefit and/or construction feasibility. High density polyethylene pipe meeting AWWA C906 shall be allowed for force mains for sizes 4" and larger. PVC pipe meeting AWWA C900-16 shall be allowed for force mains sizes 4" through 36". The use of 14" pipe in any application is prohibited.
- D. Proper gasket material shall be supplied as specified in these Specifications depending on soil condition.

2.03 CLEANING MATERIALS

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

PART 3 EXECUTION

3.01 SOIL TESTING

- A. If required/instructed by the County, soil testing in accordance with AWWA C105 soil samples shall be collected during the design phase to determine if the soil is corrosive. One (1) soil test shall be performed for pipe lengths under 500 lineal feet, with an additional soil test every 500 lineal feet of additional pipe to be installed. The soil testing shall be performed by a Florida licensed geotechnical engineering and signed and sealed report shall be supplied to the County for review prior to installation of the pipe for evaluation. The soil testing results shall be used to determine if additional requirements for the installation of pipe gaskets are required.

3.02 HANDLING AND STORAGE

- A. Prior to installation, all pipe and fittings shall be inspected. Cracked, broken, or otherwise defective materials not in compliance with these standards shall not be used and shall be removed from the project site.
- B. The pipeline installer shall take care in the handling, storage and installation of the pipe and fittings to prevent injury to the materials or coatings. Use proper implements, tools and facilities for the safe and proper protection of the work. Lower the pipe and fittings from the truck to the ground and from the ground into the trench in a manner to avoid any physical damages. Under no circumstances shall the pipe or fittings be dropped onto the ground or into the trenches.
- C. The pipeline installer shall not distribute material on the job site faster than it can be used to good advantage. Unless otherwise approved by the County, installer shall not distribute more than one week's supply of material in advance of laying. Any materials not to be installed within two weeks of delivery shall be protected from the sunlight, atmosphere and weather by suitable enclosures or protective wrapping until ready for installation. Stored pipe shall be placed on suitable racks with bottom tiers raised above the ground to avoid damage. Storage of pipe on the job site shall be done in accordance with the pipe manufacturer's written instructions.

3.03 INSTALLATION

- A. Pipe, fittings, valves and other appurtenances shall be installed in accordance with the manufacturer's written installation instructions and with the provisions of "Recommended Standards for Water Works" report as incorporated by reference in Chapter 62-555, F.A.C., and with the provisions of "Recommended Standards for Wastewater Facilities" report as incorporated by reference in Chapter 62-604, F.A.C.
- B. In general, all pressure pipe, (potable water, reclaimed water and force main sewer), shall be designed with no less than three feet of cover, but not more than six feet of cover from final grade, unless otherwise shown on the plans and approved by Utilities.
- C. In all cases, all pipe shall be laid to such lines, gradients and levels as shown on the construction drawings. Gravity sewer pipe shall be laid on grade with bell upgrade and spigot downgrade.
- D. It is the Contractor's responsibility to preserve uniform gradients and correct alignment. If it is determined the pipe is incorrect in size, level or grade, then all deficiencies shall be corrected.
- E. Where shown on the construction drawings, special bends shall be provided for horizontal or vertical changes of direction. Where such bends are not shown on the construction drawings, changes of direction shall be affected by angling the joints.
- F. No joint shall be angled to such an extent as to impair its effectiveness and tightness.
- G. When making a joint, pipes should always be in line and if required, deflection made after making the joint. The deflection shall not be greater than 75% the maximum value recommended by the pipe manufacturer.

- H. Installation tolerances:
1. Direct Bury:
 - a. Vertical Alignment = ± 0.5 feet
 - b. Horizontal Alignment = ± 1.0 feet
 2. Horizontal Directional Drill (Trenchless Technologies):
 - a. Vertical Alignment:
 - 1) max. slope shall not exceed 2% (2.0 feet within a length of 100 feet).
 - 2) No reverse curvature within 200 feet
 - 3) No vertical deviation greater than ten (10) percent of the proposed depth of cover at that specific station.
 - b. Horizontal Alignment:
 - 1) max. rate of deviation shall not exceed 1.5% (1.5 feet within a length of 100 feet)
 - 2) No reverse curvature
 - 3) Total deviation not to exceed 2.0 feet
- I. The trenches and bedding for the pipe installations shall be prepared according to Section 02221, Trenching, Backfill, and Excavation, of these specifications. Pipe sections shall be laid in full contact with the prepared pipe bedding, with bell holes dug out, to provide a continuous and uniform bearing and support for the pipe barrel between joints. Blocking under the pipe shall not be permitted (except through casing sleeves).
- J. While laying pipe in gravity sewer installations, the pipe alignment shall not deviate by more than 1/2 inch for line and 1/4 inch for grade, as measured at the pipe inverts at the manhole, from the design line and grade established on the construction drawings, provided that such variance does not result in a level or a reverse sloping pipe invert. Line and grade of gravity sewer pipelines shall be measured at the pipe invert and shall be controlled during installation by laser beam method. Other methods of controlling line and grade may be approved by the County if the laser beam method is shown to be unworkable. A "Caution - Laser Light" placard shall be displayed in a conspicuous place while laser beam pipe laying equipment is in use. Pipe grade between manholes shall not deviate by more than 1 inch from the design grade line, as measured with the television (TV) camera's depth gauge during the mandatory pre-acceptance TV inspection, provided that such deviation does not result in a level or a reverse sloping pipe invert.
- K. Joining of pipe sections shall be done in strict accordance with the pipe manufacturer's written instructions. The joining surfaces of the bell and spigot and the rubber seal ring shall be thoroughly cleaned and lubricated immediately prior to joining the pipe per the written instructions. After the joint has been made, the pipe alignment shall be checked. Place sufficient compacted backfill material around and over the pipe to secure the pipe from movement before installing the next joint to assure proper pipe alignment and joint makeup.
- L. When cutting or machining pipe in the field is necessary, the pipe installer shall use only the tools and methods recommended by the manufacturer in the written instructions. Care shall be taken to not damage the pipe coating or linings. Damage to linings shall be cause for rejections of the complete section of pipe, or for the rejection of a fitting or valve. Damage to exterior coatings shall be corrected to the original standard material specification.
- M. At connections to manholes or other concrete structures, the pipe joint shall be located a minimum of 18 inches outside of the edge of the structure.
- N. At stub-outs from new structures to future pipelines, the pipe stub-out length shall be the same as the standard pipe length being laid. Stub-out pipes shall be closed off with standard

restrained plug or cap fittings.

- O. Thrust restraint devices shall be either cast-in-place concrete thrust blocks or other approved restrained joint devices. Cast-in-place concrete for thrust blocks shall have a 28-day strength of 3,000 psi. The concrete shall be placed between undisturbed soil and the fittings or appurtenance to be supported. Concrete shall not be placed on or around the pipe, bells, flanges, or other joints.
- P. All ductile iron pipe(s) and fitting(s) shall be protected with a polyethylene encasement, thickness as defined by the County's Utilities Approved Products List.
- Q. At all fire hydrant laterals, the lateral pipe from tee to fire hydrant shoe shall have all joints restrained. The lateral shall also be restrained from side movement by concrete thrust blocks placed at the fire hydrant shoe and at the lateral tee.
- R. Place and secure a black bag over all fire hydrants not yet placed into service to designate them as such and to serve as a warning that the water is not safe to drink.

3.04 SURVEY MARKINGS

- A. As a marker for the Surveyor, a PVC pipe marker or 2" x 4" marker shall be inserted by the Contractor on the top of pipe for all pipelines at intervals no greater than 200 feet apart and at locations where there is a substantial grade change. The pipe markers shall indicate the pipe diameter and shall be labeled PWM in "safety" blue, RWM in purple, and FM in green, for potable water mains, reclaimed water mains and sanitary force mains, respectively. The Contractor is responsible for making the aforementioned markers available to the Surveyor. The Contractor shall field locate the mains and fittings when markers are not made available to the Surveyor.
- B. As a marker for the Surveyor, a PVC pipe marker or 2" x 4" marker shall be inserted by the Contractor on the top of all pipe fittings (including sanitary sewer service wyes, potable water saddles and reclaimed water saddles). The markers for fittings and service saddles shall indicate the type of fitting/saddle and shall be labeled PWF in "safety" blue, RWF in purple, and FMF in green, for potable water fittings, reclaimed water fittings, and sanitary force main fittings, respectively. The Contractor is responsible for making the aforementioned markers available to the Surveyor. The Contractor shall field locate the mains, fittings, and saddles when markers are not made available to the Surveyor.
- C. A PVC pipe marker or 2" x 4" marker shall be inserted by the Contractor at the beginning and end of each horizontal directional drill (HDD). The HDD Contractor shall provide a certified report and bore log indicating the horizontal and vertical location every 25 linear feet or less along the pipe.
- D. A 2" PVC pipe marker with a painted end cap shall be inserted by the Contractor at the ROW line indicating each individual new service location or stub out. When in open area (field), the marker shall be a 6 foot length of PVC pipe inserted 2 feet into the ground and shall be painted "safety" blue for potable water, purple for reclaimed water, and green for sewer.

3.05 PROCEDURE FOR TESTING POTABLE WATER, RECLAIMED WATER, AND FORCE MAINS

- A. A 48-hour notice to the County and Engineer is needed prior to testing. A letter stating the reasons testing should be scheduled ahead of other jobs must accompany all emergency

testing requests.

- B. County and Contractor must be present for all testing, except for testing tapping valves and sleeves.
- C. HYDROSTATIC TESTING
 - 1. Refer to Manatee County Public Works Utility Standards Part 1-Utility Standards Manual Section 1.9.

3.06

INSPECTION/TESTING PROCEDURE COVERING BORED PIPE LINES OR CASING AND CONDUITS INSTALLED ACROSS PREVIOUSLY TESTED AND/OR COUNTY ACCEPTED WATER AND SEWER PIPE WITHIN DEVELOPMENT PROJECTS UNDER ACTIVE CONSTRUCTION

- A. Prior to testing water and sewer lines, every effort will be made to install sleeves for underground utilities that will cross these water and sewer lines or services.
- B. Where it has not been possible to pre-install sleeves prior to testing and bores or conduits are required, it is the responsibility of the utility company and/or their Contractor performing the work to provide Manatee County Utility Operations Department with accurate horizontal and vertical as-built information of the sleeves, bores and conduits installed by said utility company. This applies to all bores and conduits crossing water and sewer lines.
- C. Procedures to be followed for installation of conduits, pipe lines and bores that will cross, or be closer than 5'-0" horizontally and 18 inches vertically to, previously tested water and sewer lines that are still under the ownership of the developer/contractor.
 - 1. Notify the County and obtain the best as-built information available. Allow sufficient time for the County to field locate the existing pipe lines.
 - 2. Submit drawings of proposed location to the County and Manatee County Utility Operations Dept. Utility Locations Section for review.
 - 3. Obtain a County Right-of-Way Use Permit if the work area is within a dedicated area of right-of-way.
 - 4. Perform installation in the presence of a County representative. Call (941) 792-8811, ext. 5061 or ext. 5069 with at least two (2) working days notice.
 - 5. Submit two (2) copies of as-built information to the County to incorporate into the record drawings to be submitted to the County.
 - 6. Failure to follow steps 2) thru 5) will result in additional charges for retesting the previously tested water and sewer lines.
- D. Procedures to be followed for installation of conduits, pipe lines and bores crossing or closer than 5'-0" horizontally and 18 inches vertically to previously tested water and sewer lines that have been previously accepted by Manatee County:
 - 1. Obtain record drawing information from the County.
 - 2. If roadway has been dedicated to Manatee County, obtain Right-of-Way Use Permit and copy the Project Management Department Locations Section with proposed location drawing.
 - 3. Follow procedures in "Sunshine State One-Call", paying special attention to the requirements of Section VII.

- E. Should water or sewer lines be damaged during the bore pipe line or casing installation, the cost of any repairs and retesting will be paid for by the utility company that installed the bore. The actual clearance between a bored casing crossing a water or sewer pipe should not be less than 18 inches.

3.07 PIPELINE CLEANING

- A. The cleaning of the pipeline shall be done by the controlled and pressurized passage of a polyurethane pig of varying dimensions, coatings and densities as determined by the County through the piping system.
- B. A series of pigs shall be entered into the system at a point as near to the beginning as is logistically and mechanically feasible.
- C. A launching assembly shall be used as the entrance point for the pig. This assembly shall allow for the following:
 - 1. The entering of pigs into the system by providing the means to induce flow from an external source, independent of the flows and pressures immediately available from the system, on the back of the pig to develop sufficient pressure to force the pig through the system.
 - 2. A means to control and regulate the flow.
 - 3. A means to monitor the flows and pressures.
 - 4. A means to connect and disconnect from the system without any disruption to the operation of the system.
- D. The pig shall be removed or discharged from the system at a point as near to the end as is logistically and mechanically feasible.
- E. The contractor shall be responsible for the retrieval of the pig at the discharge point. This may include setting a trap that will not disrupt normal flow and operations but will capture the pig and any debris. A retrieval assembly may also be used but said assembly shall be able to connect and disconnect from the system without any disruption to the operation of the system.
- F. Alternative launching and retrieval methods shall be done with the prior approval of the County.
- G. Any pig that cannot progress through the piping system shall be located by the Contractor and removed by excavation of the pipe in order to remove the blockage. All pipe repairs shall be the responsibility of the Contractor and shall be performed with as little disruption to the system as possible.
- H. Any increase in pressure that cannot be accounted for, i.e. fittings or valves or additional cleaning runs, shall be investigated, per the County's approval, by locating the pig at the beginning of the increased pressure and excavating to determine the cause of the pressure increase. All pipe repairs shall be the responsibility of the Contractor and shall be performed with as little disruption to the system as possible.
- I. Final flushing of the cleansed lines shall be performed after the last successful run of the pig as determined by the County. The Contractor shall be responsible for all applicable flushing and disinfection requirements for potable water lines.

- J. The Contractor shall maintain and provide a report at the end of the cleaning procedure containing the following:
 - 1. The pressures in the pipe during the pigging procedure.
 - 2. Any inline problems encountered during the procedure including all excavations with detailed locations, reason for the excavation and any corrective measures taken to the pipeline.
 - 3. A record of the pigs used, their sizes, styles and other pertinent information regarding what materials were used during the cleaning.
 - 4. An analysis of the condition of the pipeline before and after the cleaning procedure.
- K. Inspectors must be notified 48 hours in advance of any pigging and flushing operations. With the County Inspector present, all new pressure mains 4 inches and larger shall be pigged and then flushed. All new pressure mains less than 4 inches shall be flushed to clean all parts of the system and to remove any accumulation of construction debris, rocks, sand, gravel, silt and other foreign material. If necessary, also make use of mechanical rodding or bucketing equipment. Short pipe lengths (i.e. stubs) may be flushed without pigs with prior approval from County.
- L. For flushing, a minimum velocity of at least 3.0 ft/sec, preferably 3.5 ft/sec, shall be obtained in the pipe. This velocity shall be maintained long enough to allow three (3) complete pipe volume changes of water for proper flushing action. Successful flushing shall be determined visually by the County Inspector and may be deemed acceptable when the water is clear and free of debris.

3.08 DETECTION

- A. Pipe shall have a 6-inch wide electronic detectable warning/path marking tape, color-coded per service type, placed directly above the pipe center. The tape shall be placed between 12 inches and 24 inches below finished grade, with a 48 inch maximum depth.
- B. The electronic detectable warning/path marking tape shall have detectable markers embedded in the tape and spaced adequately to provide a near continuous path to allow for easy detection at any point along the pipe. The embedded markers shall be spaced every 8-feet along the warning tape. The electronic marking tape shall be supplied per the latest edition of the County's Utilities Approved Products List.
- C. All direct buried pressure potable and reclaimed water, and force main pipelines laid in trenches shall have a continuous, No. 10 gauge solid copper clad wire with minimum 30-mils polyethylene insulation rated UF or USE by Underwriter's Laboratories attached to the pipe. The polyethylene insulation shall be color coded blue (potable water), purple (reclaimed water) or green (sanitary sewer). The wire shall be placed on top of the pipe and secured in place at every joint and at 5 foot intervals with color coded 6 mil thick PVC marking tape.
- D. In directional bore applications, two No. 10 gauge extra high strength copper clad steel tracer wire shall be pulled and secured to the top of the pipe with color coded 6 mil thick PVC marking tape or 10-mil thickness polyethylene pressure sensitive tape at every joint and at 24-inch intervals. The tracer wire shall have minimum 45-mil polyethylene insulation rated UF or USE by Underwriter's Laboratories. The polyethylene insulation shall be color coded blue (potable water), purple (reclaimed water) or green (sanitary sewer).

- E. Underground splice connections shall be minimized and shall be rated for direct burial service. Spliced tracer wire connections shall be underground water-proof wire connectors meeting UL 486D test standards. The wire shall terminate at fire hydrants, backflow prevention assemblies, and at each meter box with a underground water-proof terminal connector. The wire shall also terminate at valve boxes for gate valves, plug valves, tapping valves, air release valves and blow-off valves. The tracer wire shall also terminate at gate valve boxes that are not located within 200 feet of a fire hydrant, backflow prevention assembly, meter box, plug valve, air release valve or blow-off valve. Meter boxes shall have at least 12 inches of wire looped into the boxes. The looped termination shall allow for the connection of an electronic locator transmitter.

END OF SECTION

**SECTION 02622 POLYVINYL CHLORIDE (PVC) PRESSURIZED PIPE AND FITTINGS
(AWWA SPECIFICATIONS C-900-16)**

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required to install AWWA C900-16 PVC piping, fittings and other appurtenances complete and ready for use as indicated on the construction drawings.
- B. Provide and install complete all fittings and appurtenances not noted specifically on the construction plans as required to complete the utility system in accordance with these Standards.

1.02 DESCRIPTION OF SYSTEM

The Contractor shall install the piping in the locations as shown on the Drawings.

1.03 QUALIFICATIONS

All plastic pipe, fittings and appurtenances shall be furnished by a single manufacturer who is fully experienced, reputable, qualified and specializes in the manufacture of the items to be furnished. The pipe and fittings shall be designed, constructed and installed in accordance with the best practices and methods and shall comply with these Specifications.

1.04 SUBMITTALS

- A. The Contractor shall submit shop drawings to the County including, but not limited to, dimensions and technical specifications for all piping and fittings.
- B. The Contractor shall submit to the County, samples of all materials specified herein.
- C. The Contractor shall submit and shall comply with pipe manufacturer's recommendation for handling, storing and installing pipe and fittings.
- D. The Contractor shall submit pipe manufacturer's certification of compliance with these Specifications.

1.05 TOOLS

The Contractor shall supply special tools, solvents, lubricants, and caulking compounds required for proper installation.

PART 2 PRODUCTS

2.01 MATERIALS

- A. For potable and reclaimed water, Polyvinyl chloride (PVC) pressure pipe, 4 - 12 inches in diameter, shall be ductile iron pipe size (DIPS), Class 235, DR 18, meeting the requirements of AWWA C900-16. Each length of pipe shall be hydrostatically tested to two times its

pressure class of the pipe by the manufacturer in accordance with AWWA C900-16. PVC pressure pipe shall not be used for potable or reclaimed water mains larger than 12-inch diameter..

- B. For pressure sewer, polyvinyl chloride (PVC) pressure pipe, 4-36 inches in diameter, shall be ductile iron pipe size (DIPS), Class 235, DR18, meeting the requirements of AWWA C900-16. 14" diameter pipe shall not be used in any application. Each length of pipe shall be hydrostatically tested at twice its pressure class in accordance with AWWA C900-16. Pipe shall be furnished in standard lengths of approximately 20 feet.
- C. For grinder lift station only, polyvinyl chloride (PVC) pressure pipe, 2-3 inches in diameter, shall be Pressure Rated 200, SDR21, conforming to ASTM D2241, and shall have Iron Pipe Size (IPS) outside diameters. SDR 21 PVC pipe 2-3 inches in diameter shall not be used for working pressures greater than 125 psi. PVC pipe shall not be used in applications, which require pipes that are less than 2 inches in diameter for wastewater force mains.
- D. Standard PVC pressure pipe joints shall be bell and spigot push-on type with elastomeric ring seals. Ring seal gaskets used at push-on joints shall conform to ASTM F 477 and shall be EPDM rubber for potable and reclaimed water pipes. Gaskets shall be labeled with factory embossed or etched letters stating the gasket material. Ductile iron pipe, with gasket materials as required in these standards, shall be used in soil that is contaminated with low molecular-weight petroleum products, aromatic hydrocarbons, chlorinated hydrocarbons or organic solvents.
- E. Lubricant furnished for lubricating the push-on joints in potable water pipes shall be nontoxic, water soluble, shall not support the growth of bacteria, shall have no deteriorating effects on the gasket or pipe material, and shall not impart color, taste, or odor to the water, and shall be an approved substance per NSF 61.
- F. Thrust restraint devices shall be installed at all bends, fittings, in casings under roads and railroads, and at pipe joint locations both upstream and downstream from bends or fittings as required by these Specifications. Thrust restraint devices for standard PVC pipe and fittings shall be either concrete thrust blocks, restraining glands, or self-restraining gaskets.
- G. All fittings for pressured PVC pipe shall be made of ductile iron with mechanical joints for buried pipe or flanged joints for aboveground pipe and shall conform to AWWA C110/AWWA C153 and to the applicable sections of these Specifications for ductile iron fittings.
- H. All fittings for drop manholes or P-Trap pipe assemblies shall be made of PVC, Pressure Class 150, DR 18, and shall conform to AWWA C900-16/ AWWA C907.
- I. All pipe materials used in potable water systems shall comply with NSF Standard 61.
- J. Refer to the latest edition of the County's Utilities Approved Products List for approved products.

PART 3 EXECUTION

3.01 INSTALLATION

The Contractor shall install the plastic pipe in strict accordance with the manufacturer's technical data and printed instructions.

3.02 DETECTION

- A. Pipe shall have a 6-inch wide electronic detectable warning/path marking tape, color-coded per service type, placed directly above the pipe center. The tape shall be placed between 12 inches and 24 inches below finished grade, with a 48 inch maximum depth.
- B. The electronic detectable warning/path marking tape shall have detectable markers embedded in the tape and spaced adequately to provide a near continuous path to allow for easy detection at any point along the pipe. The embedded markers shall be spaced every 8-feet along the warning tape. The electronic marking tape shall be supplied per the latest edition of the County's Utilities Approved Products List.
- C. Tracer wire shall be required for all pipeline construction per Specification Section 02800.

3.03 IDENTIFICATION

- A. PVC pipe shall bear identification markings in accordance with AWWA C900-16 or ASTM D2241.
- B. PVC pipe shall be color coded blue for water, purple for reclaimed water, or green for sewer using a solid pipe color pigment.
- C. All self-restrained PVC pipe shall have weather-resistant, min. 6 mil thick, 4" wide, solid red PVC marking tape around the pipe bell to indicate that the joint is restrained.

3.04 INSPECTION AND TESTING

All pipelines shall remain undisturbed for 24 hours to develop complete strength at all joints. All pipelines shall be subjected to a hydrostatic pressure and leak testing. Refer to Manatee County Public Works Part I. Utilities Standards Manual Section 1.9. Prior to testing, the pipe lines shall be supported in a manner approved by the County to prevent movement during tests.

END OF SECTION

SECTION 02640 VALVES AND APPURTENANCES

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. The Contractor shall furnish all labor, materials, equipment and incidentals required to completely install and ready for operation all valves and appurtenances as shown on the Drawings and as specified herein.
- B. All of the types of valves and appurtenances shall be products of well-established reputable firms who are fully experienced and qualified in the manufacture of the particular equipment to be furnished. The equipment shall be designed, constructed and installed in accordance with the best practices and methods and shall comply with these standards as applicable. Valves used in waterworks applications shall comply with NSF Standard 61 for mechanical devices.
- C. All of the equipment and materials specified herein are intended to be standard for use in controlling the flow of potable water, reclaimed water, and wastewater depending on the applications.
- D. All valves and appurtenances shall be of the size shown on the drawings and, to the extent possible, all equipment of the same type on the project shall be from a single manufacturer.
- E. All valves and appurtenances shall have the name of the manufacturer, year, and the working pressure for which they are designed cast in raised letters upon some visible part of the body.
- F. Special tools, if required for the normal operation or maintenance, shall be supplied with the equipment.
- G. All hand actuated buried valves shall have three-piece adjustable valve boxes and 2-inch square AWWA operating nuts. Provide a minimum of 304 stainless steel extension stems and alignment rings where needed to bring the operating nut to within 4 feet below the box lid. Valve boxes and alignment rings shall be furnished per the latest edition of the County's Utilities Approved Products List.
- H. Valves shall open when turning the operating nut or wheel counterclockwise and shall close when turning clockwise.
- I. All buried valves shall have bonnet bolts, gland bolts, nuts, washers, and other trim hardware made of minimum 304 stainless steel, unless otherwise specified in the following specification. All aboveground valves shall have bonnet bolts, gland bolts, nuts, washers, and other trim hardware made of min. 316 stainless steel, unless otherwise specified in the following specification.
- J. All aboveground external thrust restraints, flange adapters, and plain end coupling t-bolts, bolts, tie rods, nuts, and washers shall be 316 stainless steel.
- K. All underground external thrust restraints, mechanical joint adapters, and plain end coupling t-bolts, bolts, tie rods, nuts, and washers shall be high strength, low alloy steel conforming to AWWA C111/ANSI A21.11-17 or ASTM A242 Standards and shall be coated with a factory applied blue fluoropolymer coating with min. 1 mil DFT per the latest edition of the County's

Utilities Approved Products List. The coating shall pass a 2000 hour salt spray test with less than 15% red rust per ASTM B117. Alternatively, 316 SS hardware shall be acceptable.

- L. All ductile iron valves shall have a factory applied, min. 8 mils average dry film thickness, fusion bonded epoxy coating on the interior and exterior conforming to AWWA C550, unless otherwise noted in the plans or the following specification.
 - 1. A holiday-free certification letter shall be provided to the County at time of delivery stating that the internal coating of the valve has passed the Holiday testing in accordance with ASTM G62, Method A (Low-Voltage).
 - 2. The Contractor shall take extreme consideration when handling valves to ensure coating does not get damaged during construction. County representative shall have the right to deny the installation of the valve if the Contractor damages the internal coating.
- M. All other painted items exposed to sunlight, including field painted box lids, etc., shall be painted the appropriate color with an epoxy type paint per Section 09900 of these Specifications.
- N. No valves with a break-way stem shall be allowed.
- O. All manually-operated geared sewer valves shall require a torque limiting device per Section 02640, 2.05
- P. The brass alloy used for all surfaces coming in contact with potable water shall meet the requirements of UNS/CDA number C89833 as listed in ANSI/AWWA C800 Standard and the products produced with this alloy shall meet the ANSI/NSF Standard 61 and/or ANSI NSF Standard 372 as applicable, complying with the Safe Drinking Water Act. These products shall have the letters "NL" cast into the main body for proper identification.
- Q. The equipment shall include, but not be limited to, the following:
 - 1. Gate valves (Sec. 2.01)
 - 2. Combination Pressure Reducing and Pressure Sustaining with Check Valves Option (Sec. 2.02)
 - 3. Ball Valves and Curb Stops (Sec. 2.03)
 - 4. Plug Valves (Sec. 2.04)
 - 5. Valve Actuators and Torque Limiting Devices (Sec. 2.05)
 - 6. Air Release Valves (Sec. 2.06)
 - 7. Valves Boxes (Sec. 2.07)
 - 8. Corporation Stops and Service Saddles (Sec. 2.08)
 - 9. Plain End Couplings (Sec. 2.09)
 - 10. Flange Adapters (Sec. 2.10)
 - 11. Hose Bibs (Sec. 2.11)
 - 12. Swing Check Valves (Sec. 2.12)
 - 13. Swing-Flex Check Valves (Sec. 2.13)
 - 14. Hydrants (Sec. 2.14)
 - 15. Restrained Joints (Sec. 2.15)
 - 16. Tapping Sleeves and Tapping Valves (Sec. 2.16)
 - 17. Tracer Wire Boxes (Sec. 2.17)
 - 18. Insertion Valves (Sec. 2.18)

1.02 SUBMITTALS

- A. Submit to the County within 30 days after execution of the contract a list of materials to be furnished, the names of the suppliers and the date of delivery of materials to the site.
- B. Complete shop drawings of all valves and appurtenances shall be submitted to the County for approval in accordance with the Specifications.

1.03 TOOLS

Special tools, if required for normal operation and maintenance shall be supplied with the equipment.

PART 2 PRODUCTS

2.01 GATE VALVES

- A. Where indicated on the drawings or necessary due to locations, size, or inaccessibility, chain wheel operators shall be furnished with the valves. Such operators shall be designed with adequate strength for the valves with which they are supplied and provide for easy operation of the valve. Chains for valve operators shall be galvanized.
- B. Gate valves installed underground shall be provided with a box cast in a concrete pad and a box cover. Minimum 304 stainless steel valve extension stems shall be provided to place the valve operating nut no more than 4 feet deep. One valve wrench, 6 feet in length, shall be provided for every 15 valves installed.
- C. Gate valves 3 inches to 54 inches in diameter shall be resilient seated, manufactured to meet or exceed the requirements of AWWA C515 and shall be UL listed and FM approved where applicable. Valves shall have an unobstructed waterway equal to or greater than the full nominal diameter of the valve.
- D. Buried gate valves shall have a non-rising minimum 304 stainless steel stem to eliminate lead content. Buried gate valves bolts, nuts, and washers shall be minimum 304 stainless steel to eliminate exterior corrosion and maintain fastener strength. Manufacturer shall use anti-seize lubricant during assembly of bolt and nut sets to prevent corrosion and galling of metals. Stem seals shall be provided and shall be of the O-ring type, two above and one below the thrust collar. Aboveground valves for potable and reclaimed water shall be OS&Y with flanged joints. Aboveground valves for wastewater shall be non-rising stem (NRS) type. All aboveground valves shall have 316 stainless steel stems, bolts, nuts, and washers.
- E. The wedge shall be ductile iron that is fully encapsulated with an EPDM rubber. The Elastomer type shall be permanently embossed or formed on the valve body or wedge. The resilient sealing mechanism shall provide zero leakage at the water working pressure when installed with the line flow in either direction.
- F. The valve body and bonnet shall be ductile iron meeting or exceed all the requirements of AWWA C515.
- G. Valves shall be rated for an operating pressure of 250 psi and shall be tested in accordance with AWWA C515.

- H. The valves are to have 2-inch cast or ductile iron AWWA operating nuts and shall open counterclockwise. The wedge nut shall be bronze.
- I. The valves shall be covered by a Manufacturer's 10 year warranty on manufacturer's defects and reasonable labor costs for replacement. Warranty shall become effective from the date of purchase by the end user and delivered within 30 days from the receipt of the purchase order. For publicly owned and maintained utilities, the end user is Manatee County Government.
- J. Gate valves shall be assembled and tested in a certified ISO 9001 manufacturing facility within the United States and provide their certification of meeting internationally recognized quality control procedures.
- K. Valves with 16" diameter and larger shall be equipped with manufacturer's standard heavy duty, externally adjustable gearbox that is totally enclosed to prevent water infiltration. Gearbox shall be permanently grease filled. For buried service, vertical installation valves shall be supplied with spur-type gear and horizontal installation valves shall be supplied with bevel-type gear.
- L. All horizontally-installed gate valves shall require a flush line installation per Manatee County's Utilities Standards Manual.
- M. All gate valves installed for wastewater application shall be installed vertically. Gate valves for force mains shall only be allowed for sizes 24-inch and above. Gate valves for lift stations aboveground metering and valve assemblies shall be allowed for sizes 3-inch and larger.
- N. All manually operated geared gate valves used in sewer applications shall be furnished with a torque limiting device per Section 02640, 2.05.
- O. Gate valves shall be furnished per the latest edition of the County's Utilities Approved Products List.

2.02 COMBINATION PRESSURE REDUCING & PRESSURE SUSTAINING CONTROL VALVE WITH CHECK VALVE OPTION

- A. Pressure reducing / sustaining control valve and check valve shall be pilot operated diaphragm actuated valve with cast iron body, bronze disc guide bronze seat, bronze cover bearing, and 125-pound flanged ends. The stem, nut, and spring shall be minimum 304 stainless steel. The pilot shall be hydraulically operated, diaphragm type globe valve. The main valve shall have a single removable seat and a resilient disc, of rectangular cross section, surrounded on three and a half sides. No external packing glands are permitted and there shall be no pistons operating the main valve or any controls. The valve shall be equipped with isolation valves to service the pilot system while permitting flow if necessary. Main valve and all pilot controls shall be manufactured in the United States of America. Main valve shall be single chamber type, with minimum 304 stainless steel stem.
- B. Valve shall automatically reduce pressure for the downstream distribution network and sustain a minimum pressure in the high pressure main regardless of distribution demand, and as an option, shall also close when a pressure reversal occurs for check valve operations. The pilot system shall consist of two direct acting, adjustable, spring loaded diaphragm valves.

- C. Valve shall be cast iron or ductile iron with main valve trim of brass and bronze. The pilot control valves shall be cast brass with minimum 304 stainless steel trim.
- D. Pressure reducing/sustaining control valve assembly shall be furnished per the latest edition of the County's Utilities Approved Products List.

2.03 BALL VALVES AND CURB STOPS

- A. Curb stop ball valves for potable and reclaimed water services, in sizes 3/4-inch through 2-inch, shall have a brass alloy 85-5-5-5 body, stem and ball per ASTM B62. Valves shall be full port, full flow, 1/4-turn check valves, rated for 300 psi, with compression, pack joint, flare, threaded or flanged ends as required. Curb stop ball valves shall be supplied per the latest edition of the County's Utilities Approved Products List.
- B. Ball valves for wastewater, 2-inch through 3-inch, shall have 316 stainless steel body, cap, stem, stem gland, and ball per ASTM A276. Valves shall be full port, full flow, 1/4-turn check, steam rated for 150 psi, pressure rating 1,000 psi CWT, with threaded or flanged ends as required. Ball valves for wastewater shall be supplied per the latest edition of the County's Utilities Approved Products List.
- C. All valves shall be mounted in such a position that valve position indicators are plainly visible. Above grade ball valves shall have a vinyl coated lever handle. Lever handle and handle nut shall be minimum 304 stainless steel.
- D. Potable water plastic service pipe material and compression/pack joint connectors shall not be used in soil that is contaminated with low molecular-weight petroleum products, aromatic hydrocarbons, chlorinated hydrocarbons or organic solvents. Appropriate service tubing shall apply.

2.04 PLUG VALVES

- A. Plug valves shall be eccentric, non-lubricating type with integral plug and shafts. Plug valves shall be furnished with end connections and with actuating mechanisms as called for on the construction plans or as otherwise required. Valves shall seal bubble-tight or water drop-tight in **both directions** at hydrostatic pressure of 175 psi for 2-inch to 12-inch diameter and 150 psi for larger than 12-inch diameter when field pressure tested in accordance to AWWA C517-16.
- B. Plug valves shall also be subjected, at the factory, to the Hydrostatic Testing specified in AWWA C517-16. The shell test shall be performed at a hydrostatic pressure of 1-1/2 times the design pressure of the valve. The seat pressure test shall be a certified hydrostatic test at the full design pressure of the valve. During the test, there shall be no leakage through the metal, or through the end joints or shaft seal, nor shall any part of the valve be deformed.
- C. Flanged valve ends shall be faced and drilled according to ANSI B 16.1, Class 125. Mechanical joint valve ends shall conform to AWWA C111. Threaded ends shall conform to the NPT requirements of ANSI B1.20.1.
- D. The plug valve body, bonnet and gland shall be cast iron per ASTM A126, Class B or ductile iron grade 65-45-12 per ASTM A526 in accordance with AWWA C517-16. The integral plug and shaft shall be ductile iron grade 65-45-12 per ASTM A526. The entire plug and stem shall

be fully encapsulated with nitrile (Buna N) rubber. Per AWWA C517-16, the rubber compound shall have been vulcanized to the metal plug and shall have a minimum strength of not less than 250 psi when tested according to ASTM D429, Method A or shall have a peel strength of not less than 75 psi when tested according to ASTM D429, Method B. Valve seats for sizes 3-inch and larger shall be at least 95 percent pure nickel, welded-in overlay into the cast or ductile iron body. The top and bottom shaft bearings shall be sintered, oil impregnated 316 stainless steel. Valves shall have top and bottom grit seals made of Buna-N rubber or PTFE.

- E. Plug valves shall have a full round/circular cross-sectional area of the nominal pipe size area. The internal opening shall have an unobstructed waterway equal to the full circular cross-sectional area of the inside diameter of the pipe it is attached.
- F. Below grade plug valves, 3-inch and larger shall have a manufacturer standard heavy duty worm gear type actuators with 2-inch square operating nuts. The gearbox shall be externally adjustable and totally enclosed to prevent water infiltration. Actuators for buried service valves shall be not less than 90% grease packed and totally sealed by means of gaskets or O-rings. Actuators shall be self-locking and designed to transmit twice the required actuator torque without damage to the faces of the gear teeth. Gearboxes shall be certified to meet ISO 9001 standards. The gearbox worm gear shall be hardened steel or ductile iron ASTM A536 Class 65-45-12. Gearbox shaft shall be manufactured of hardened steel. Gearbox bearings shall be high efficiency, oil impregnated, manufactured of bronze or hardened steel.
- G. All manually operated geared plug valves shall be furnished with a torque-limiting device per Section 2.05.
- H. Plug valves shall be installed side-ways with plug shaft horizontal so that the plug rotates upward when it opens, with the flow entering the seat end of the valve.
- I. All plug valves shall be internally and externally coated with at least 16-mils average dry film thickness of a factory applied, two-part high solids epoxy conforming to AWWA C550. A holiday-free certification letter shall be provided to the County at time of delivery stating that the internal coating of the valve has passed the Holiday testing in accordance with ASTM G62, Method A (Low Voltage). The Contractor shall take extreme consideration when handling valves to ensure coating does not get damaged during construction. County representative shall have the right to deny the installation of the valve if the Contractor damages the internal coating.
- J. Plug valves shall be furnished per the latest edition of the County's Utilities Approved Products List.

2.05 VALVE ACTUATORS AND TORQUE LIMITING DEVICES

Gate, Tapping, and Plug Valve Torque-Limiting Devices:

- A. Gate, tapping, and plug buried valves that are furnished with a gearbox shall also require a valve torque-limiting device to prevent valve and actuator damage caused by excessive operating torque.

- B. The overtorque protection mechanism enclosed in a hermetically sealed cast iron housing and permanently lubricated with molydisulfide-bearing, water-resistance, high pressure synthetic grease.
- C. The housing shall have integrally cast, 2-inch AWWA operating nut and matching socket to operate and to fit over the actuator or extension shaft nut, respectively. The socket shall be provided with a set screw to fit to the device.
- D. The device shall transmit sufficient torque to free up and operate the valve and shall be factory set to 1.5 times the input torque of the valve provided that the trip limit is at least 100 ft-lb less than the valve breaking torque. Refer to the latest edition of the County's Utilities Approved Products List for the trip limits set for each specified valve.
- E. The torque limiting device shall be internally and externally coated with a fusion-bonded epoxy and enamel top-coat conforming to AWWA C-213.
- F. All hardware shall be minimum 304 stainless steel.
- G. The torque limiting device shall be furnished per the latest edition of the County's Utilities Approved Products List.

Manual Actuators:

- H. Manual actuators shall be of the traveling nut, self-locking type or of the worm gear type and shall be designed to hold the valve in any intermediate position between fully open and fully closed without creeping or fluttering.
- I. Actuators shall be capable of seating and unseating the disc against the full design pressure and velocity, as specified for each class, into a dry system downstream, and shall transmit a minimum torque to the valve. Actuators shall be rigidly attached to the valve body.
- J. Actuators shall be equipped with mechanical stop-limiting locking devices to prevent over travel of the disc in the open and closed positions. They shall turn counter-clockwise to open valves.
- K. Valves located above grade shall have handwheel and position indicator, and valves located below grade shall be equipped with a 2-inch square AWWA operating nut located at ground level and cast iron extension type valve box.
- L. Manual actuators shall have permanently lubricated, totally enclosed gearing with handwheel and gear ratio sized on the basis of actual line pressure and velocities.

Motor Actuators (Modulating)

- M. The motor actuated valve controller shall include the motor, actuator unit gearing, limit switch gearing, limit switches, position transmitter which shall transmit a 4-20 mA DC signal, control power transformer, electronic controller which will position the valve based on a remote 4-20 milliamp signal, torque switches, bored and key-wayed drive sleeve for non-rising stem valves, declutch lever and auxiliary handwheel as a self-contained unit.
- N. The motor shall be specifically designed for valve actuator service using 480 volt, 60 Hertz, three phase power as shown, on the electrical drawings. The motor shall be sized to provide

- an output torque and shall be the totally enclosed, non-ventilated type. The power gearing shall consist of helical gears fabricated from heat treated alloy steel forming the first stage of reduction. The second reduction stage shall be a single stage worm gear. The worm shall be of alloy steel with carburized threads hardened and ground for high efficiency. The worm gear shall be of high tensile strength bronze with hobbled teeth. All power gearing shall be grease lubricated. Ball or roller bearings shall be used throughout. Preference will be given to units having a minimum number of gears and moving parts. Spur gear reduction shall be provided as required.
- O. Limit switches and gearing shall be an integral part of the valve control. The limit switch gearing shall be made of bronze and shall be grease lubricated, intermittent type and totally enclosed to prevent dirt and foreign matter from entering the gear train. Limit switches shall be of the adjustable type capable of being adjusted to trip at any point between fully opened valve and fully closed valve.
 - P. The speed of the actuator shall be the responsibility of the system supplier with regard to hydraulic requirements and response compatibility with other components within the control loop. Each valve controller shall be provided with a minimum of two rotor type gear limit switches, one for opening and one for closing. The rotor type gear limit switch shall have two normally open and two normally closed contacts per rotor. Gear limit switches must be geared to the driving mechanism and in step at all times whether in motor or manual operation. Provision shall be made for two additional rotors as described above, each to have two normally open and two normally closed contacts. Each valve controller shall be equipped with a double torque switch. The torque switch shall be adjustable and will be responsive to load encountered in either direction of travel. It shall operate during the complete cycle without auxiliary relays or devices to protect the valve, should excessive load be met by obstructions in either direction of travel. The torque switch shall be provided with double-pole contacts.
 - Q. A permanently mounted handwheel shall be provided for manual operation. The handwheel shall not rotate during electric operations, but must be responsive to manual operation at all times except when being electrically operated. The motor shall not rotate during hand operation nor shall a fused motor prevent manual operation. When in manual operating position, the unit will remain in this position until motor is energized at which time the valve operator will automatically return to electric operation and shall remain in motor position until handwheel operation is desired. This movement from motor operation to handwheel operation shall be accomplished by a positive declutching lever which will disengage the motor and motor gearing mechanically, but not electrically. Hand operation must be reasonably fast. It shall be impossible to place the unit in manual operation when the motor is running. The gear limit switches and torque switches shall be housed in a single easily accessible compartment integral with the power compartment of the valve control. All wiring shall be accessible through this compartment. Stepping motor drives will not be acceptable.
 - R. The motor with its control module must be capable of continuously modulating over its entire range without interruption by heat protection devices. The system, including the operator and control module must be able to function, without override protection of any kind, down to zero dead zone.
 - S. All units shall have strip heaters in both the motor and limit switch compartments.
 - T. The actuator shall be equipped with open-stop-close push buttons, an auto-manual selector switch, and indicating lights, all mounted on the actuator or on a separate locally mounted power control station.

- U. The electronics for the electric operator shall be protected against temporary submergence.
- V. Actuators shall be Flowserve Limitorque L120 with Modutronic Control System. Actuator shall containing a position transmitter with a 4-20MA output signal or equal.

Motor Actuators (Open-Close)

- W. The electronic motor-driven valve actuator shall include the motor, actuator gearing, limit switch gearing, limit switches, torque switches, fully machined drive sleeve, declutch lever, and auxiliary handwheel as a self-contained unit.
- X. The motor shall be specifically designed for valve actuator service and shall be of high torque totally enclosed, nonventilated construction, with motor leads brought into the limit switch compartment without having external piping or conduit box.
- Y. The motor shall be of sufficient size to open or close the valve against maximum differential pressure when voltage to motor terminals is 10% above or below nominal voltage.
- A. The motor shall be prelubricated and all bearings shall be of the anti-friction type.
- AA. The power gearing shall consist of helical gears fabricated from heat treated steel and worm gearing. The worm shall be carburized and hardened alloy steel with the threads ground after heat treating. The worm gear shall be of alloy bronze accurately cut with a hobbing machine. All power gearing shall be grease lubricated. Ball or roller bearings shall be used throughout.
- AB. Limit switches and gearing shall be an integral part of the valve actuator. The switches shall be of the adjustable rotor type capable of being adjusted to trip at any point between fully opened valve and fully closed valve. Each valve controller shall be provided with a minimum of two rotor type gear limit switches, one for opening and one for closing (influent valves require additional contacts to allow stopping at an intermediate position). The rotor type gear limit switch shall have two normally open and two normally closed contacts per rotor. Additional switches shall be provided if shown on the control and/or instrumentation diagrams. Limit switches shall be geared to the driving mechanism and in step at all times whether in motor or manual operation. Each valve actuator shall be equipped with a double torque switch. The torque switch shall be adjustable and will be responsive to load encountered in either direction of travel. It shall operate during the complete cycle without auxiliary relays or devices to protect the valve should excessive load be met by obstructions in either direction of travel. Travel and thrusts shall be independent of wear in valve disc or seat rings.
- AC. A permanently mounted handwheel shall be provided for manual operation. The handwheel shall not rotate during electric operation except when being electrically operated. The motor shall not rotate during hand operation, nor shall a fused motor prevent manual operation. When in manual operating position, the unit will remain in this position until motor is energized at which time the valve actuator will automatically return to electric operation and shall remain in motor position until handwheel operation is desired. Movement from motor operation to handwheel operation shall be accomplished by a positive declutching lever which will disengage the motor and motor gearing mechanically, but not electrically. Hand operation must be reasonably fast. It shall be impossible to place the unit in manual operation when the motor is running.

- AD. Valve actuators shall be equipped with an integral reversing controller and three phase overload relays, Open-Stop-Close push buttons, local-remote-manual selector switch, control circuit transformer, three-phase thermal overload relays and two pilot lights in a NEMA 4X enclosure. In addition to the above, a close coupled air circuit breaker or disconnect switch shall be mounted and wired to the valve input power terminals for the purpose of disconnecting all underground phase conductors.
- AE. The valve actuator shall be capable of being controlled locally or remotely via a selector switch integral with the actuator. In addition, an auxiliary dry contact shall be provided for remote position feedback.
- AF. Valve A.C. motors shall be designed for operation on a 480 volt, 3-phase service. Valve control circuit shall operate from a fuse protected 120 volt power supply.
- AG. Motor operators shall be as manufactured by Limitorque Corporation, Type L120 or approved equal.

2.06 AIR RELEASE VALVES

- A. Air release valves shall be automatic float operated, with inlet size, working pressure ratings, and with NPT connections as required in the County’s Utilities Approved Products List.
- B. Air release valves for standard application shall have body and cover made of ductile iron per ASTM A536, Class B. The orifice, float and linkage shall be 316 stainless steel. The seat shall be (Buna N) nitrile elastomer. The external fasteners including bolts, washers, and nuts shall be made of 316 stainless steel.
- C. Air release valves installed over waterways shall have body and cover made of 316 stainless steel, with inlet size and working pressure, and NPT connections as required by the County’s Utilities Approved Products List. Diaphragm, debris shield, float, debris screen, diaphragm holder, and upper air valve part shall be made of homopolymer (PP) or Delrin (POM). The external fasteners including bolts, washers, and nuts shall be made of 316 stainless steel.
- D. Air release valves shall be furnished with a County-approved 316 stainless steel ball valve.
- E. Air release valves shall be furnished per the latest edition of the County’s Utilities Approved Products List.

2.07 VALVE BOXES

- A. Buried valves shall have adjustable cast iron or HDPE valve boxes. Lids shall be cast iron drop type, and shall have “WATER”, “SEWER”, or “RECLAIM”, as applicable, cast into the top. Lids will be painted “safety” blue for potable water, purple for reclaimed water, and green for sanitary sewer.
- B. Cast iron boxes shall be two-piece, screw type, with extensions, as required to make the desired box length. Bottom barrel shall be 5-1/4 inches inside diameter, with a flanged bottom with sufficient bearing area to prevent settling.
- C. HDPE boxes shall be two-piece, adjustable, 1/4-inch thick minimum heavy wall, high density polyethylene, with cast iron top and minimum 304 stainless steel adjustable stem, Bottom

barrel shall have flanged bottom to prevent settling. All bolts, screws and pins shall be stainless steel.

- D. Reclaimed Valve Boxes shall be square 9-inch x 9-inch load bearing marked “Reclaimed Water” and painted purple.
- E. All valves shall either have operating nuts within 4 feet below the top of the lid or shall have minimum 304 stainless steel extension stems with centering guides to provide an extended operating nut within 4 feet below the lid. Extension stems shall be fixed to the valve operating nut with a minimum 304 stainless steel fastener.
- F. All potable water, sewer, and reclaimed water grade-adjustment risers shall be cast iron material just like the cast iron valve box. No plastic or steel risers shall be allowed.
- G. A box alignment ring device shall be installed in the valve box per the latest edition of the County’s Utilities Approved Product List.
- H. Stand pipe shall match color code of the system being installed, (blue for potable water, purple for reclaimed water, and green for sanitary sewer).

2.09 CORPORATION STOPS AND SERVICE SADDLES

- A. Corporation stop ball valves for connections to ductile iron and PVC potable water and reclaimed water mains shall conform to AWWA C800 and be NSF 61 certified. Brass components in contact with potable water shall conform to ASTM B584, UNS C89833 and shall be identified with “NL”. Alternatively, Brass components not in contact with potable water can conform to ASTM B62 and ASTM B584, UNS C83600 85-5-5-5 in lieu of requirements above. 1-inch through 2-inch corporation stops shall be ball type, 300 psi working pressure rated. Inlets shall be AWWA MIP or tapered threaded type and outlets shall be compression, pack joint, flare, or FIP threaded joint type. All joints made to CTS size HDPE tubing shall use minimum 304 stainless steel insert stiffeners. Corporation stops shall be furnished per the latest edition of the County’s Utilities Approved Product List
- B. For potable water, plastic service pipe material and compression and pack joint connectors shall not be used in soil that is contaminated with low molecular-weight petroleum products, aromatic hydrocarbons, chlorinated hydrocarbons or organic solvents. Appropriate service tubing shall apply.
- C. Water and reclaimed water service connections to PVC and DIP mains shall be made using saddles, straps, and hardware of red brass, alloy 85-5-5-5, per ASTM B 62 and/or ASTM B584, UNS C83600. Alternatively, the saddles, straps, and hardware shall be a minimum 304 stainless steel. The assembly shall be NSF 61 certified. No ductile iron, cast iron or steel saddles will be allowed.
- D. Connections to PVC sanitary force mains for services up to 2 inches shall be made using the service saddles per the latest edition of the County’s Utilities Approved Products List. Saddles, straps, and hardware shall be 316 stainless steel.
- E. Service and air release valve (ARV) connections to HDPE potable water, reclaimed water and force mains shall be properly sized per the manufacturer product information and be installed according to the manufacturer’s written instructions. Service saddles shall be furnished per the latest edition of the County’s Utilities Approved Products List.

- F. For potable and reclaimed water mains, service saddles shall use Ethylene Propylene Diene Monomer (EPDM) rubber gaskets. The letters "EPDM" and company logo shall be factory stamped with white ink on gasket. Alternatively, the letters "EPDM" shall be factory engraved/edged on the exterior saddle body. Refer to Specification Section 02615 for gasket materials in contaminated soils.

2.09 PLAIN END COUPLINGS

- A. For potable and reclaimed water mains, plain end couplings shall use Ethylene Propylene Diene Monomer (EPDM) rubber gaskets. Shall have EPDM rubber gaskets with the letters "EPDM" factory embossed or etched into gasket. Refer to Specification Section 02615 for gasket materials in contaminated soils.
- B. All aboveground plain end coupling t-bolts, bolts, tie rods, nuts, and washers shall be 316 stainless steel. All buried plain end coupling t-bolts, bolts, tie rods, nuts, and washers shall be high strength, low alloy steel conforming to AWWA C111/ANSI A21.11-17 or ASTM A242 standards and shall be coated with a factory applied blue fluoropolymer coating with min. 1 mil DFT per the latest edition of the County's Utilities Approved Products List. The coating shall pass a 2000 hour salt spray test with less than 15% red rust per ASTM B117. Alternatively, all hardware shall be 316 stainless steel.
- C. The coupling shall have a high performance internal epoxy coating from the factory. Contractor shall provide a holiday-free certification letter shall be provided to the County at time of delivery stating that the internal coating of the coupling has passed the Holiday testing in accordance with ASTM G62, Method A (Low Voltage).

2.10 FLANGED ADAPTERS

- A. Flange adapters to be used on ductile iron and PVC piping shall have a ductile iron ASTM A536 body with a factory applied fusion bonded or a thermally cured fluoropolymer epoxy interior (min. 15 mils DFT) and exterior (min. 6 mils) coating. The coating shall meet NSF-61 standards for potable water mains. The adapter shall adapt and restrain plain end pipe to flanged pipe or fittings, where the flange conforms to AWWA C111/A21.11-17 and meets ANSI B16.5 Class 150/125 drilling pattern per AWWA C110/A21.10.
- B. All aboveground gland bolts, flange connection bolts, t-bolts, tie-rods, nuts, and washers shall be 316 stainless steel. All underground flange adapters t-bolts, bolts, tie rods, nuts, and washers shall be high strength, low alloy steel conforming to AWWA C111/ANSI A21.11-17 or ASTM A-242 standards and shall be coated with a factory applied blue fluoropolymer coating with min. 1 mil DFT per the latest edition of the County's Utilities Approved Products List. The coating shall pass a 2000 hour salt spray test with less than 15% red rust per ASTM B117. Alternatively, all hardware shall be 316 stainless steel.
- C. For potable and reclaimed water mains, flange adapters shall use Ethylene Propylene Diene Monomer (EPDM) rubber gaskets with the letters "EPDM" factory embossed or edged into gasket. Refer to Specification Section 02615 for gasket materials in contaminated soils.

- D. Flange adapters to be used with plain end ductile iron pipe conforming to AWWA C151 shall have the following minimum pressure ratings:

Size	Pressure Rating
2"-16"	350 PSI
18" and Larger	250 PSI

- E. Flange adapters to be used with plain end PVC pipe (DR 18) conforming to AWWA C900-16 shall have the following minimum pressure rating:

Size	Pressure Rating
2"-36"	235 PSI

- F. Flange adapters to be used with HDPE pipe (DR 11) conforming to AWWA C906 shall be thermally fused per manufacturer's recommendations, shall have 316 stainless steel backup ring and pipe stiffeners, and shall have the following minimum pressure rating:

Size	Pressure Rating
4" and Larger	200 PSI

- G. Flange adapters shall be furnished per the latest edition of the County's Utilities Approved Products List.

2.11 RESTRAINED JOINTS

- A. Pipe joints shall be restrained by poured-in-place concrete thrust blocks, by external thrust restraint devices, internal restrained joint gaskets or locking segments. Flanged joints shall be used aboveground.
- B. For potable and reclaimed water mains, thrust restraint devices shall use Ethylene Propylene Diene Monomer (EPDM) rubber gaskets with the letters "EPDM" factory embossed or etched into gasket. Refer to Specification Section 02615 for gasket materials in contaminated soils.

Concrete Thrust Restraints:

- A. Cast-in-place or precast concrete for thrust blocks shall have a 28-day strength of 3,000 psi. The concrete shall be placed between undisturbed soil and the fittings or appurtenance to be supported. Concrete shall not be placed on or around the pipe, bells, flanges, or other joints. If contact with concrete is unavoidable, these areas shall be protected with a double wrap of 6-mil polyethylene film to allow for disassembly and repair of the fitting or appurtenance.

External Thrust Restraint Devices:

- A. External thrust restraint devices shall be made of ductile iron in accordance with ASTM A536, Grade 65-45-12. The gland body and wedges shall have a standard factory applied fusion bonded epoxy, thermally cured fluoropolymer epoxy, or acrylic enamel coating per the latest edition of the County's Utilities Approved Products List.
- B. External thrust restraint devices shall use wedge-action restraint type or split-casing restraint type.

- C. All aboveground gland bolts, t-bolts, tie-rods, nuts, and washers shall be 316 stainless steel. All buried external thrust restraint t-bolts, bolts, tie rods, nuts, and washers shall be high strength, low alloy steel conforming to AWWA C111/ANSI A21.11-17 or ASTM A-242 standards and shall be coated with a factory applied blue fluoropolymer coating with min. 1 mil DFT per the latest edition of the County's Utilities Approved Products List. The coating shall pass a 2000 hour salt spray test with less than 15% red rust per ASTM B117. Alternatively, all hardware shall be 316 stainless steel.
- D. Additionally, all restraint assemblies of split-casing style which require a bolt and nut to join both halves shall have a side clamping bolt made of min. 316 stainless steel per ASTM A193 Grade B8M class 2 and side clamping nut made of min. 316 stainless steel per ASTM A194 Grade 8M class 1.
- E. External thrust restraint devices to be used with plain end ductile iron pipe conforming to AWWA C151 shall have the following minimum pressure ratings:

Size	Pressure Rating
2"-16"	350 PSI
18" and Larger	250 PSI

- F. External thrust restraint devices to be used with plain end PVC pipe (DR 18) conforming to AWWA C900-16 shall have the following minimum pressure rating:

Size	Pressure Rating
2"-36"	235 PSI

- G. External thrust restraint devices to be used with HDPE pipe (DR 11) conforming to AWWA C906 shall have the following minimum pressure rating:

Size	Pressure Rating
4" and Larger	200 PSI

- H. Refer to the latest edition of the County's Utilities Approved Products List for acceptable manufacturer and model.

Internal Self-Restrained Joints for Ductile Iron Pipe:

- A. Internal self-restrained joint gaskets for Fastite or Tyton joint ductile iron pipe shall be allowed in lieu of external thrust restraint devices. The gasket material shall be designated depending on the soil conditions described in Section 02615. The gasket shall restrain the pipe due to the wedging action of the high strength min. 304 stainless steel teeth spaced around the interior of the gasket.
- B. Internal self-restrained split locking rings made of high-strength, low-alloy (HSLA) steel conforming to AWWA C111 shall be allowed on ductile iron pipe manufactured for this type of joint restraint. The pipe shall have a shop-applied welded-on retainer ring.
- C. Internal self-restrained ductile iron split flexible rings shall be allowed when used with a beveled ductile iron, welded-on retainer ring in accordance with manufacturer's recommendations. The split flexible ring shall be assembled behind the retainer ring to provide

the means of restraint. For pipe 14" and larger, a shop applied nickel-iron weld bead and a rubber-back ring containing ductile iron segments shall provide the means of restraint.

- D. Internal self-restrained ductile iron locking segments, inserted through slots in the pipe bell face, which provide a positive axial lock between the bell interior surface and a retainer weldment on the pipe spigot end, shall be allowed on ductile iron pipe manufactured for this type of joint restraint. Restraining components shall be ductile iron in accordance with applicable requirements of AWWA C110 and AWWA C153 with the exception of the manufacturer's proprietary design dimensions.
- E. All self-restrained push-on joint pipe shall have a weather-resistant, minimum 6-mil thick, 4-inch wide solid-red PVC marking tape around pipe bell.
- F. Refer to the latest edition of the County's Utilities Approved Products List for acceptable manufacturers and models.

Internal Self-Restrained Joint Gasket for Pressurized PVC:

- A. Internal restrained joint gaskets PVC C900-16 pipe shall provide uniform circumferential restraint through the use of a metallic restraint casing and lock ring. The gasket material shall be designated depending on the soil conditions described in Section 02615.
- B. Refer to the latest edition of the County's Utilities Approved Products List for acceptable manufacturers and models.

2.12 HOSE BIBS

Hose bibs shall be 3/4" or 1" brass, polished chromium plated brass, with vacuum breaker as noted on the drawings.

2.13 LEVER & WEIGHT SWING CHECK VALVES

- A. Check valves shall be swing type, weighted lever, conforming to AWWA C508. Valves shall be iron-body, bronze-mounted, single disk, with ANSI B16.1 Class 125 flanged ends.
- B. When there is no flow through the line, the disc shall hang lightly against its seat in practically a vertical position. When open, the disc shall swing clear of the waterway.
- C. Check valves shall have bronze seat and body rings. Hinge pins shall be extended bronze or 316 stainless steel. All exterior bolts, nuts, and washers shall be 316 stainless steel.
- D. Valves shall be so constructed that disc and body seat may easily be removed and replaced without removing the valve from the line. Valves shall be fitted with an extended hinge arm with outside lever and weight.
- E. All check valves shall be internally and externally coated with at least 12-mils average dry film thickness of a factory applied, two-part high solids epoxy conforming to AWWA C550. A holiday-free certification letter shall be provided to the County at time of delivery stating that the internal coating of the valve has passed the Holiday testing in accordance with ASTM G62, Method A (Low Voltage). The Contractor shall take extreme consideration when handling valves to ensure coating does not get damaged during construction. County representative

shall have the right to deny the installation of the valve if the Contractor damages the internal coating.

- F. Refer to the latest edition of the County's Utilities Approved Products List for acceptable manufacturer and model.

2.14 SWING FLEX CHECK VALVES

- A. Swing Flex Check valves shall be of the full flow body type, with a domed access cover. It shall be equipped with a flexible disc, which is the only moving part, and it shall conform to AWWA C508.
- B. Valves body and cover shall be ASTM A536 Grade 65-45-12 ductile iron with ANSI B16.1 Class 125 flanged ends. The disc shall be precision molded EPDM.
- C. When there is no flow through the line, the disc shall hang lightly against its inclined seat. When open, the disc shall swing clear of the waterway.
- D. Check valves shall be lead free, ductile iron conforming to NSF 61. All external bolts, nuts, and washers shall be 316 stainless steel nuts and bolts on bolted covers.
- E. Valves shall be constructed so that the disc and body seat may easily be removed and replaced without removing the valve from the line. Valves shall be fitted with an extended hinge arm with outside lever and weight.
- F. Valves shall be equipped with minimum 17-4 stainless steel seat position indicator and minimum 304 stainless steel backflow actuator.
- G. All swing flex check valves shall be internally and externally coated with at least 8-mils average dry film thickness of a factory applied, two-part high solids epoxy conforming to AWWA C550. A holiday-free certification letter shall be provided to the County at time of delivery stating that the internal coating of the valve has passed the Holiday testing in accordance with ASTM G62, Method A (Low Voltage). The Contractor shall take extreme consideration when handling valves to ensure coating does not get damaged during construction. County representative shall have the right to deny the installation of the valve if the Contractor damages the internal coating.
- H. Refer to the latest edition of the County's Utilities Approved Products List for acceptable manufacturer and model.

2.15 HYDRANTS

- A. Hydrants shall be dry barrel and shall conform to AWWA C502 and UL/FM certified.
- B. Hydrants shall be according to manufacturer's standard pattern or nostalgic style and of standard size, and shall have one 5-inch Storz connection or equivalent with two 2½- inch hose nozzles.
- C. Hydrant inlet connections shall have mechanical joints for 6-inch pipe.
- D. Hydrant valve opening shall have an area at least equal to that area of a 5 1/4-inch minimum diameter circle and be obstructed only by the valve rod. Each hydrant shall be able to deliver

500 gpm minimum through its two 2 1/2 -inch hose nozzles when opened together with a loss of not more than 2 psi in the hydrant per AWWA C502.

- E. The upper and lower stem rod shall be a minimum 304 stainless steel and shall have a breakable stem-rod coupling of a minimum 304 stainless steel, or cast iron or ductile iron with a fusion bonded epoxy coating, with a minimum 304 stainless steel pins and clips.
- F. Hydrants shall be hydrostatically tested as specified in AWWA C502 and shall be rated at 250 psi minimum.
- G. The operating nut shall be 1½ -inch pentagon shaped with a protective weather cover, and open counter clockwise.
- H. All nozzle threads shall be American National Standard.
- I. Each nozzle cap shall be provided with a rubber washer.
- J. All hydrants shall be traffic break away type and allow for 360 degree rotation to position the Storz connection/nozzle in the desired direction after installation.
- K. Hydrants must be capable of being extended without removing any operating parts.
- L. The breakaway coupling can be fusion bonded epoxy coated or a minimum 304 stainless steel. Only one hydrant extension is allowed per hydrant.
- M. Weepholes shall be excluded from fire hydrants.
- N. Hydrant main valve closure shall be of the compression type opening against the pressure and closing with the pressure. The main valve shall be faced or covered with EPDM elastomer, which shall seat on a bronze ring. The letters "EPDM" shall be factory embossed or etched into the rubber.
- O. Hydrant bonnets, weather cover, nozzle section, caps and shoe shall be cast iron or ductile iron. Hydrant shoe shall be fusion-bonded epoxy coated inside and outside. Hydrant standpipe shall have interior and exterior coatings as required by Section 1.4.2.G or be factory-applied fusion bonded epoxy. Hydrant bonnets, weather cover, nozzle section, and caps shall have interior and exterior epoxy primer. Aboveground parts shall have a UV-resistant external top coat a minimum 4-mils DTF per the latest edition of the County's Utilities Approved Products List; color Safety Yellow for fire hydrants that are connected to the public potable water system or Pantone 522C purple for fire hydrants that are connected to the reclaimed water system.
- P. Aboveground exterior nuts, bolts, and washers shall be 316 stainless steel. Bronze nuts may be used below grade.
- Q. All internal operating parts shall be removable without requiring excavation.
- R. Reclaim fire hydrant shall have a protective collar around the operating nut.
- S. Refer to the latest edition of the County's Utilities Approved Products List for acceptable manufacturer and model.

2.16 TAPPING SLEEVES AND VALVES

- A. For potable and reclaimed water mains, tapping valve and sleeves shall use Ethylene Propylene Diene Monomer (EPDM) rubber gaskets with the letters "EPDM" factory embossed or edged into gasket. Refer to Specification Section 02615 for gasket materials in contaminated soils.
- B. Tapping sleeves and straps for sewer applications shall be constructed from 316 stainless steel. All hardware for joining the two sleeve halves and the tapping valve including bolts, nuts, and washers shall be 316 stainless steel. Threads must be coated to prevent galling.
- C. Tapping sleeves and straps for water/reclaimed water applications shall be made of 316 stainless steel or epoxy coated steel, shall seal to the pipe by the use of a confined "O" ring gasket. All hardware joining the two halves shall be either fluoropolymer coating or 304 stainless steel and shall be included with the sleeve.
- D. Tapping sleeves shall seal to the pipe by the use of a gasket compounded for water or sewer, and shall be able to withstand a pressure test of 180 psi for water lines or 150 psi for sewer force mains for one hour with no leakage in accordance with AWWA C110. A 316 stainless steel 3/4-inch NPT test plug shall be provided for pressure testing. Threads must be coated to prevent galling.
- E. The diameter of the tapping sleeve outlet shall be a minimum of 2" less than the inside diameter of the branch line.
- F. Tapping sleeves and valves shall be furnished per the latest edition of the County's Utilities Approved Products List.
- G. Tapping valves shall be resilient seated, manufactured to meet or exceed the requirements AWWA C515 and shall be UL listed and FM approved where applicable. Valves shall have an unobstructed waterway equal to or greater than the full nominal diameter of the valve to accommodate the full size shell cutter.
- I. The valves shall have a non-rising minimum 304 stainless steel stem (water/reclaimed), 316 stainless steel (sewer) to eliminate lead content. All valve bolts, nuts and washers shall be minimum 304 stainless steel (water/reclaimed), 316 stainless steel (sewer) to eliminate exterior corrosion and maintain fastener strength. Manufacturer shall use anti-seize lubricant during assembly of bolt and nut sets to prevent corrosion and galling of metals. Stem seals shall be provided and shall be of the O-ring type, two above and one below the thrust collar.
- J. The wedge shall be ductile iron fully encapsulated with an EPDM rubber. The Elastomer type shall be permanently embossed or formed on the valve body or wedge. The resilient sealing mechanism shall provide zero leakage at the water working pressure when installed with the line flow in either direction.
- K. The valve body and bonnet shall be ductile iron meeting or exceeding all the requirements of AWWA C515. The valves shall be flanged with alignment ring by mechanical joint.
- L. Valves shall be rated for an operating pressure of 250 psi and shall be tested in accordance with AWWA C515.

- M. The valves are to have 2-inch cast or ductile iron AWWA operating nuts and shall open left or counterclockwise. The wedge nut shall be bronze.
- N. The valves shall be covered by a Manufacturer's 10 year warranty on manufacturer's defects and reasonable labor costs for replacement. Warranty shall become effective from the date of purchase by the end user and delivered within 30 days from the receipt of the purchase order. For publicly owned and maintained utilities, the end user is Manatee County Government.
- O. Valves shall be assembled and tested in a certified ISO 9001 manufacturing facility within the United States and provide their certification of meeting internationally recognized quality control procedures.
- P. Valves with 16" diameter and larger shall be equipped with manufacturer's standard heavy duty, externally adjustable gearbox that is totally enclosed to prevent water infiltration. Gearbox shall be permanently grease filled. For buried service vertical installations valves shall be supplied with spur-type gear and horizontal installation valves shall be supplied with bevel-type gear.
- Q. All horizontally-installed tapping valves shall require a flush line installation per Manatee County's Utilities Standards Manual.
- R. All tapping valves installed for wastewater application shall be installed vertically.
- S. All tapping valves used in sewer application shall be furnished with a torque limiting device per 2.06A of this Section.
- T. Full faced flange gaskets shall cover the entire area of the flange surface and be 1/8-inch minimal thickness of rubber.

2.17 TRACER WIRE TEST STATION BOXES

- A. Tracer wire test station boxes shall be provided at plug valves, butterfly valves, blowoff valves, gate valves, fire hydrants and backflow prevention assemblies as indicated in these Standards. Tracer wire test station boxes for yard service shall be 2 ½ inch diameter, 15 inch length, ABS plastic with a cast iron rim and lid, Where test boxes will be in streets or subject to vehicular traffic, use H-20 rated lids, 5-1/4 inch diameter, centered in a separate concrete pad similar to a valve box pad.
- B. Where possible, locate the tracer wire testing station outside of travel lanes, in medians, or in grassy areas adjacent to the travel lanes. All tracer wire(s) shall be attached to the lid, allowing testing to be performed without removing the lid.
- C. All tracer wire test station mounting lids shall be installed flush to the concrete pad surface.
- D. Refer to Section 02800 for proper installation of the tracer wire system.
- E. Refer to the latest edition of the County's Utilities Approved Products List for acceptable manufacturer and model.

2.18 INSERTION VALVE

- A. Insertion valves shall be resilient wedge gate valves, manufactured to meet or exceed the requirements AWWA C515 and shall be UL listed and FM approved where applicable. Valves shall have an unobstructed waterway equal to or greater than the full nominal diameter of the valve.
- B. Buried gate valves shall have a non-rising min. 304 stainless steel stem to eliminate lead content. Buried gate valve bolts, nuts and washers shall be min. 304 stainless steel to eliminate exterior corrosion and maintain fastener strength. Manufacturer shall use anti-seize lubricant during assembly of bolt and nut sets to prevent corrosion and galling of metals. Stem seals shall be provided and shall be of the O-ring type, two above and one below the thrust collar.
- C. The wedge shall be ductile iron that is fully encapsulated with an EPDM rubber. The Elastomer type shall be permanently embossed or formed on the valve body or wedge. The resilient sealing mechanism shall provide zero leakage at the water working pressure when installed with the line flow in either direction.
- D. The valve body and bonnet shall be ductile iron meeting or exceeding all the requirements of AWWA C515.
- E. Valves shall be rated for an operating pressure of 250 psi and shall be tested in accordance with AWWA C515.
- F. The valves are to have 2-inch cast or ductile iron AWWA operating nuts and shall open left or counterclockwise. The wedge nut shall be bronze.
- G. The valves shall be covered by a Manufacturer's 10 year warranty on manufacturer's defects and reasonable labor costs for replacement. Warranty shall become effective from the date of purchase by the end user and delivered within 30 days from the receipt of the purchase order. For publicly owned and maintained utilities, the end user is Manatee County Government.
- H. Gate valves shall be assembled and tested in a certified ISO 9001 manufacturing facility within the United States and provide their certification of meeting internationally recognized quality control procedures.
- I. Contractor shall be qualified to perform the installation and shall provide written certification by valve manufacturer guaranteeing the Contractor is qualified to perform the Work.
- J. Sizes 12" and smaller must be capable of working on ductile iron pipe, PVC IPS, PVC C900-16, or Asbestos Cement without having to change either the top or bottom portion of split valve body.
- K. Valve shall have a minimum 10-mil fusion bonded epoxy on the interior and exterior.

PART 3 EXECUTION

3.01 INSTALLATION

- A. All valves and appurtenances shall be installed in the location shown, true to alignment and

rigidly supported. Any damage occurring to the above items before they are installed shall be repaired to the satisfaction of the County.

- B. After installation, all valves and appurtenances shall be tested at least two hours at the working pressure of the pipeline, unless a different test pressure is specified by the County. If any joint proves to be defective, it shall be repaired to the satisfaction of the County.
- C. Install all floor boxes, brackets, extension rods, guides, the various types of operators and appurtenances as shown on the Drawings that are in masonry floors or walls, and install concrete inserts for hangers and supports as soon as forms are erected and before concrete is poured. Before setting these items, the Contractor shall check all plans and figures which have a direct bearing on their location and he shall be responsible for the proper location of these valves and appurtenances during the construction of the structures.
- D. Pipe for use with flexible couplings shall have plain ends as specified in the respective pipe sections.
- E. Prior to assembly of split couplings, the grooves as well as other parts shall be thoroughly cleaned. The ends of the pipes and outside of the gaskets shall be moderately coated with petroleum jelly, cup grease, soft soap or graphite paste, and the gasket shall be slipped over one pipe end. After the other pipe has been brought to the correct position, the gasket shall be centered properly over the pipe ends with the lips against the pipes. The housing sections then shall be placed. After the bolts have been inserted, the nuts shall be tightened until the housing sections are firmly in contact, metal-to-metal, without excessive bolt tension.
- FG. Prior to the installation of sleeve-type couplings, the pipe ends shall be cleaned thoroughly for a distance of 8". Soapy water may be used as a gasket lubricant. A follower and gasket, in that order, shall be slipped over each pipe to a distance of about 6" from the end.
- G. Valve boxes with concrete bases shall be installed as shown on the Drawings. Mechanical joints shall be made in the standard manner. Valve stems shall be vertical in all cases. Place cast iron box over each stem with base bearing on compacted fill and the top flush with final grade. Boxes shall have sufficient bracing to maintain alignment during backfilling. Knobs on cover shall be parallel to pipe. Remove any sand or undesirable fill from valve box.

3.02 HYDRANTS

- A. Hydrants shall be set at the locations designated by the County and/or as shown on the Drawings and shall be bedded on a firm foundation. A drainage pit on crushed stone as shown on the Drawings shall be filled with gravel or crushed stone and satisfactorily compacted. During backfilling, additional gravel or crushed stone shall be brought up around and 6" over the drain port. Each hydrant shall be set in true vertical alignment and shall be properly braced. Concrete thrust blocks shall be placed between the back of the hydrant inlet and undisturbed soil at the end of the trench. Minimum bearing area shall be as shown on the plans. Felt paper shall be placed around the hydrant elbow prior to placing concrete. CARE MUST BE TAKEN TO INSURE THAT CONCRETE DOES NOT PLUG THE DRAIN PORTS. Concrete used for backing shall be as specified herein.

3.03 TAPPING SLEEVE AND VALVE

- A. When installations are made under pressure, the flow of water through the existing main shall be maintained at all times. The diameter of the tap shall be a minimum of 2" less than the

inside diameter of the branch line.

- B. The entire operation shall be conducted by workmen thoroughly experienced in the installation of tapping sleeves and valves, and under the supervision of qualified personnel furnished by the manufacturer. The tapping machine shall be furnished by the Contractor if tap is larger than 12" in diameter.
- C. The Contractor shall determine the locations of the existing main to be tapped to confirm the fact that the proposed position for the tapping sleeve will be satisfactory and no interference will be encountered such as the occurrence of existing utilities or of a joint or fitting at the location proposed for the connection. No tap will be made closer than 30" from a pipe joint.
- D. Tapping valves shall be set in vertical position and be supplied with a 2" square operating nut for valves 2" and larger. The valve shall be provided with an oversized seat to permit the use of full sized cutters.
- E. Tapping sleeves and valves with boxes shall be set vertically or horizontally as indicated on the Drawings and shall be squarely centered on the main to be tapped. Adequate support shall be provided under the sleeve and valve during the tapping operation. Sleeves shall be no closer than 30" from water main joints. Thrust blocks shall be provided behind all tapping sleeves. Proper tamping of supporting earth around and under the valve and sleeve is mandatory. After completing the tap, the valve shall be flushed to ensure that the valve seat is clean.

3.03 SHOP PAINTING

Ferrous surfaces of valves and appurtenances shall receive a coating of min. 8 mils average dry film thickness rust-inhibitive epoxy, unless otherwise specified in this Section. All pipe connection openings shall be capped to prevent the entry of foreign matter prior to installation.

3.04 FIELD PAINTING

All ferrous valves and appurtenances specified herein and exposed to view shall have a top coat painted safety blue for water mains, Pantone 522C for reclaimed water mains, or green for force mains per Specifications Section 09900.

3.05 INSPECTION AND TESTING

All pipelines shall remain undisturbed for 24 hours to develop complete strength at all joints. All pipelines shall be subjected to a hydrostatic pressure and leak testing. Refer to Manatee County Public Works Part I. Utility Standards Manual Section 1.9. Prior to testing, the pipe lines shall be supported in a manner approved by the County to prevent movement during tests.

All leaks shall be repaired and lines retested as approved by the County.

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 for each site in which by-pass pumping will be needed. 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. If anticipated peak flows are 750 G.P.M. or greater, an operator is required on site at all times pump is in service. If the anticipated peak flows are less than 750 G.P.M. an operator may not be required to be on site at all times; show operator on-site schedule.
 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 100% of the anticipated peak flows. When bypassing a pump station, 100% of the lift station capacity (G.P.M. & T.D.H) shall be provided.

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

Site conditions will vary by site. 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 where the anticipated flow rates are 750 G.P.M or greater 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. By-pass operations where the anticipated flow rates are less than 750 G.P.M may not require an employee on-site at all times while the by-pass pump system is in operation. The Contractor shall have personnel experienced with the pumps and controls on site within the calculated response time to prevent an SSO after a high water alarm.
- C. 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, Project Manager, 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 02800 TRACER WIRE SYSTEM

PART 1 GENERAL

1.01 SCOPE

The Contractor shall furnish all labor, materials, equipment and incidentals required to install a complete tracer wire system as specified in this section.

PART 2 PRODUCTS

2.01 TRACER WIRE

- A. Open trench pipeline construction shall require the installation of minimum #10 AWG Copper Clad, High Strength Steel tracer wire with minimum 448 psi break load, with a minimum 30 mil HDPE insulation thickness.
- B. Directional Drilling/Boring pipeline construction shall require the installation of minimum #10 AWG Copper Clad, Extra High Strength Steel tracer wire with minimum 1,940 psi break load, with a minimum 45 mil HDPE insulation thickness.
- C. Tracer wire products shall be per the latest edition of the County's Utilities Approved Products List

2.02 CONNECTORS

- A. All mainline tracer wires must be interconnected in intersections, at mainline tees and mainline crosses. At tees, the three wires shall be joined using a single 3-way lockable connector. At crosses, the four wires shall be joined using a 4-way connector. Use of two 3-way connectors with a short jumper wire between them is an acceptable alternative.
- B. Direct bury wire connectors shall include 3-way lockable connectors and mainline to lateral lug connectors specifically manufactured for use in underground trace wire installation. Connectors shall be dielectric silicon filled to seal out moisture and corrosion, and shall be installed in a manner so as to prevent any uninsulated wire exposure.
- C. Non-locking friction fit, twist on, or taped connectors are prohibited.
- D. Connector products shall be per the latest edition of the County's Utilities Approved Products List

2.03 TRACER WIRE BOXES

- A. All tracer wire termination points must utilize an approved trace wire access box per the latest edition of the County's Utilities Approved Products List.
- B. All grade level/access boxes shall be appropriately identified with "sewer", "reclaimed" or "water" cast into the cap and be color coded.

- C. A minimum of 2 ft. of excess/slack wire is required in all trace wire access boxes after meeting final elevation.

PART 3 EXECUTION

3.01 GENERAL

- A. Tracer wire systems must be installed as a single continuous wire, except where using approved connectors. No looping or coiling of wire is allowed, except as specified in Section 02617.
- B. Any damage occurring during installation of the trace wire must be immediately repaired by removing the damaged wire, and installing a new section of wire with approved connectors. Taping and/or spray coating shall not be allowed.
- C. Tracer wire shall be installed at the top of the pipe and secured (taped/tied) at 5 foot intervals.
- D. Tracer wire on all stubs must terminate at an approved tracer wire access box located directly above the utility, at the edge of the road right-of-way, but out of the roadway.
- E. At all mainline dead-ends, tracer wire shall go to ground using an approved connection to a drive-in magnesium grounding anode rod, buried at the same depth as the trace wire.
- F. All water services tracer wires shall be a single wire, connected to the mainline trace wire using a mainline to lateral lug connector, installed without cutting/splicing the mainline trace wire. If service lateral is a conductive pipe, tracer wire shall be installed 6" above the pipe to avoid contact.
- G. In occurrences where an existing trace wire is encountered on an existing utility that is being extended or tied into, the new tracer wire and existing tracer wire shall be connected using approved splice connectors, and shall be properly grounded at the splice location.
- H. Lay mainline tracer wire continuously, by-passing around the outside of appurtenances or valves.

END OF SECTION

SECTION 05550 AIR RELEASE ENCLOSURE

PART 1 GENERAL

1.01 SCOPE OF WORK

The Contractor shall furnish all labor, materials, equipment and incidentals required to install the above ground air release enclosure as listed in the specifications and as shown on the Drawings.

1.02 RELATED WORK

The contractor shall be responsible for any related work necessary for the proper installation of enclosure. This shall include, but is not limited to, any required bypass pumping, any required earthwork and any required concrete work.

1.03 SUBMITTALS

- A. Submit to the County shop drawings and schedules of all enclosure systems and appurtenances required. Submit design data and specification data sheets listing all parameters used in the enclosure system design.
- B. Submit to the County the name of the enclosure supplier and a list of materials to be furnished.

1.04 REFERENCE STANDARDS

- A. American Water Works Association (AWWA).
- B. American Society for Testing and Materials (ASTM).
- C. Where reference is made to the above standard, the revision in effect at the time of bid opening shall apply.

1.05 QUALITY ASSURANCE

The enclosure manufacturer shall be a company specializing in the manufacture of such enclosures with at least five (5) years of successful field experience and being lab certified as meeting A.S.S.E 1060 requirements.

1.06 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

All enclosures shall comply with the standard detail for shape and size and shall include an enclosure with a hasp for a padlock. The enclosure shall be securely attached to a concrete base with anchor brackets installed on the interior of the enclosure, through the flange base of the enclosure itself or through a stainless steel anchor hinge.

2.02 FIBERGLASS ENCLOSURE

- A. Enclosure shall be a one-piece molded fiberglass/resin enclosure with polyester coating; a base flange for mounting to the concrete slab and a full recessed door opening with a lip. Color shall be as directed by the County.
- B. Full length piano style hinge, door latch, padlock hasp and all bolts and other hardware shall be of stainless steel.
- C. Refer to the latest edition of the County's Utilities Approved Products List for approved enclosures.

PART 3 EXECUTION

3.01 INSTALLATION

Enclosure shall be assembled and mounted plumb, level and square on the concrete pad according to the manufacturer's instructions and the contract drawings.

END OF SECTION

BID ATTACHMENT 3, SPECIAL PROVISIONS

CONTRACT DOCUMENTS

SPECIAL PROVISIONS

FOR

Moccasin Wallow Road Segment 2
from 115th ST East to West of
Sawgrass Road

COUNTY PROJECT No. 6071262

November 2023

PROJECT OWNER:

County of Manatee, Florida
c/o Manatee County Procurement Division
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SPECIAL PROVISIONS

Contents

1. GENERAL	3
2. CONTRACT PLANS	3
3. STANDARD AND TECHNICAL SPECIFICATIONS	3
4. GOVERNANCE ORDER	4
5. MEASUREMENT AND PAYMENT	4
6. NO SEPARATE PAYMENT FOR SPECIAL PROVISIONS	5
7. CONTRACT CONTINGENCY	5
8. NOTICE AND SERVICE THEREOF	5
9. CONTRACTOR'S SUPERVISION	6
10. LIST OF EMERGENCY CONTACT NUMBERS & UTILITY SERVICE MAINTENANCE	6
11. E-BUILDER ENTERPRISE™	6
12. SHOP DRAWINGS	7
13. SHOP DRAWING SUBMITTAL COVER SHEET	7
14. MATERIALS	8
15. REQUIREMENTS FOR CONTROL OF THE WORK	9
16. PROJECT SCHEDULE	9
17. SITE INVESTIGATION	10
18. UNDERGROUND UTILITY LOCATIONS	10
19. UTILITY COORDINATION	11
20. UTILITY CONFLICTS	11
21. CONTRACTOR TO EXECUTE NPDES "NOTICE OF INTENT"	11
22. COMPLIANCE WITH THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (SWFWMD) STORMWATER MANAGEMENT AND DISCHARGE PERMIT REQUIREMENTS AND/OR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) DREDGE AND FILL PERMIT REQUIREMENTS	12
23. CONSTRUCTION PHOTOGRAPHY	12
24. HURRICANE PREPAREDNESS	144
25. CONSTRUCTION STAKING	14
26. LABORATORY TESTING	14
27. COOPERATION WITH OTHERS	15
28. USE OF PRIVATE PROPERTY	15
29. MAINTENANCE OF TRAFFIC	15
30. PEDESTRIAN ACCESS TO REMAIN OPEN	16
31. WORKSITE TRAFFIC SUPERVISOR	16
32. MAINTENANCE OF STORM DRAINAGE SYSTEM	17
33. DEWATERING, SHEETING AND BRACING	17
34. EARTHWORK	17
35. SUBSOIL EXCAVATION	18
36. DUST CONTROL	18

37.	SOIL EROSION AND SILTATION	18
38.	THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS	18
39.	CRUSHED CONCRETE BASE	18
40.	TEMPORARY PAVEMENT	19
41.	STORMWATER DRAINAGE PIPES AND STRUCTURES.....	20
42.	CLARIFICATION OF SPECIFIC LINE ITEMS.....	20
43.	POST-CONSTRUCTION STORM PIPE TESTING.....	21
44.	MAINTENANCE AND RESTORATION OF JOB SITE	21
45.	RESTORATION.....	22
46.	RECORD DRAWINGS AND PROJECT CERTIFICATION.....	22

1. GENERAL

The Special Provisions amend, enhance or otherwise revise the FDOT Standard Specifications and Manatee County Public Works Technical Specifications to be used for this Project.

2. CONTRACT PLANS

The Contract Plans include the following plan sets:

- a. Roadway Plans
- b. Signalization Plans
- c. Lighting Plans

3. STANDARD AND TECHNICAL SPECIFICATIONS

The Standard Specifications to be used for this work shall be Division II and III of the Florida Department of Transportation (FDOT) *Standard Specifications for Road and Bridge Construction*, latest edition at time of bid, and all Supplemental Specifications thereto, hereinafter referred to as the *Standard Specifications*, for roadway construction, except as amended, enhanced or revised under this Contract per the Special Provisions, or as noted on the construction plans meeting the Manatee County Highway, Traffic & Stormwater Standards, latest edition at time of bid.

The Contractor’s work shall follow the Manatee County Public Works Utility Standards Manual and Technical Specifications, latest editions at time of bid, hereinafter referred to as the *Technical Specifications*, for all utility work. All items and/or materials furnished and installed shall conform to the Manatee County Utilities Approved Products List, latest edition, and supersede any items listed within the Technical Specifications for utility work. All items listed in the submittal requirements under each section shall be required to be submitted for review and acceptance by the Engineer of Record and the County, unless otherwise specified.

The Standard Specifications and Technical Specifications cover the usual construction requirements for work specified by the Manatee County Public Works Department;

however, in the event it is determined that the specific work to be done is of such a nature that the method of construction, type and/or kind of material is not defined by the Standard Specifications or Technical Specifications, such work shall be performed in accordance with the Special Provisions.

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

4. GOVERNANCE ORDER

In any instance where there is an apparent conflict between the language of the Standard Specifications, Technical Specifications, Construction Plans and Special Provisions, the Special Provisions shall govern, followed by the Technical Specifications, Construction Plans and then the Standard Specifications.

5. MEASUREMENT AND PAYMENT

- a. All work completed under the terms of this contract shall be measured according to United States Standard Measures.
- b. All measurements shall be taken horizontally or vertically unless specifically provided otherwise.
- c. No payment will be made for construction over a greater area than authorized, nor for material moved from outside of stakes and data shown on the plans, except when such work is performed upon instructions of the Engineer.
- d. Whenever any change, or combination of changes, on the plans results in an increase or decrease in the original contract quantities, and the work added or decreased/eliminated is of the same general character as that called for on the plans, the Contractor shall accept payment in full at the original contract unit prices for the actual quantity of work performed, with no allowance for any loss of anticipated profits.
- f. It is the Contractor's responsibility to perform a detailed quantity take-off from the plans to determine actual quantities for ordering and delivery purposes. The Owner will not be responsible for quantities ordered in excess of those installed and constructed. The Contractor should be aware that some of the pay items may have contingency quantities. Payment shall be made only for final in-place quantities.

No payment shall be made for contingency quantities or additional work unless otherwise directed and approved in writing by the Engineer.

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

6. NO SEPARATE PAYMENT FOR SPECIAL PROVISIONS

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

7. CONTRACT CONTINGENCY

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

8. NOTICE AND SERVICE THEREOF

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

All notices required to be hand delivered to the Owner, unless otherwise specified in writing to the Contractor, shall be delivered to the Manatee County Project Manager (Project Manager), and any notice to or demand upon the Owner shall be sufficiently given as delivered to the office of the Project Manager, or if deposited in the United States mail in a sealed, postage prepaid envelope, sent via fax transmission, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to said Project Manager or to such other representative of the Owner or to such other address as the Owner may subsequently specify in writing to the Contractor for such purposes.

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

9. CONTRACTOR'S SUPERVISION

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

10. LIST OF EMERGENCY CONTACT NUMBERS & UTILITY SERVICE MAINTENANCE

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

11. E-BUILDER ENTERPRISE™

a. e-Builder Enterprise™: Project Management Tool

The Contractor shall be required to use the Internet web-based project management tool, e-Builder Enterprise™ (e-Builder), and protocols included in that software during this project; and shall take any training courses required by the Owner, at no additional cost to the Owner. The use of this project management system does not replace or change any contractual responsibilities of the participants.

User registration, electronic and computer equipment, and Internet connections required for e-Builder are the responsibility of the Contractor and its subcontractors. The sharing of user accounts is prohibited. Individuals who are granted log-in access to the e-Builder platform shall be responsible for the proper use of their passwords and access to data as agents of the Contractor. For documents requiring original signature such as Contracts, paper documents may be required in addition to submittal via e-Builder.

b. Owner Responsibilities

User licenses for e-Builder Enterprise™ will be provided and paid for by the Owner.

12. SHOP DRAWINGS

The Contractor shall submit all working drawings and shop drawings with descriptive specifications and engineering calculations necessary for the successful completion of the Project in pdf format using the Submittals (SUB) process in e-Builder for review and approval by the Engineer of Record (EOR). Each shop drawing shall have a cover sheet and reference the submittal number, following the sample format provided in the Special Provisions.

For items that do not meet current FDOT specifications, any working drawings shall be certified by a Florida licensed Professional Engineer and state that the design is sufficient for the successful completion of the Work. Shop drawings do not require the signature, date and seal of a professional engineer.

e-Builder will serve as the Submittal Activity Record (Logbook) and historical record of all submittals and can be accessed by all members of the project that have an e-Builder account. It can serve as a verification of review time and to respond to inquiries of a particular submittal's status.

13. SHOP DRAWING SUBMITTAL COVER SHEET

The Shop Drawing Submittal cover sheet shall contain the following information:

Date: ___/___/_____

Submittal No. _____

(IFB) # [Insert IFB Number]

Project Name: [Insert Full Project Name]

Project File No.: [Insert Project Number]

Specification Title Number: [Insert Section No.]

Specification No.: Part [Insert Part No.], [Insert Item No.]

Page(s): [Insert Page No.]

Submittal Description: [Insert Title, Description of Submittal and Use]

SHOP DRAWING REVIEW	
RESPONSE NOT REQUIRED	RESPONSE REQUIRED
<input type="checkbox"/> NO EXCEPTIONS TAKEN <input type="checkbox"/> NOTE MARKINGS	<input type="checkbox"/> NOTE MARKINGS, CONFIRM <input type="checkbox"/> NOTE MARKINGS, RESUBMIT <input type="checkbox"/> REJECTED, RESUBMIT
<p>Engineer's review is for general conformance with the design concept and contract documents. Markings or comments shall not be construed as relieving the Contractor from compliance with the project drawings and specifications, nor departure therefrom. The Contractor remains responsible for details and accuracy, for confirming and correlating all quantities and dimensions, for selecting fabrication processes, for techniques of assembly, and for performing his work in a safe manner.</p> <p style="text-align: center;">MANATEE COUNTY PUBLIC WORKS DEPARTMENT</p> <p>By: _____ Date: _____</p>	

Your Company Logo and/or information

[Contractor's Name]

[Contractor's Title]

[Company Name]

[Company Address]

[Office Number]

[Fax Number]

[email address]

[Approval Signature: _____]

[Approval Date: ___/___/___]

14. MATERIALS

- a. **Delivery Tickets:** A copy of all delivery tickets for materials used on the project, regardless of the basis of payment shall be provided to the Owner upon request.
- b. **Job Mix Formula for Asphaltic Concrete:** Job mix formulas for asphaltic concrete, of the type specified, shall be submitted at least 14 days before plant operations begin. The submitted formula should be derived from or approved by the laboratory approved by the Owner and/or its agents. Costs for such job mix formulation will be paid by the Contractor directly to the assigned laboratory.
- c. **Job Mix Formula for Portland Cement Concrete:** Job mix design formulas for all Portland Cement Concrete, of the type specified, shall be submitted at least 14

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

15. REQUIREMENTS FOR CONTROL OF THE WORK

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

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

16. PROJECT SCHEDULE

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

The Contractor shall submit via the Submittals (SUB) process in e-Builder a detailed Critical Path Method (CPM) construction schedule within 15 days of the notification of award for the Project Manager to review. The submittal shall meet the following requirements:

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

A copy of the CPM schedule, clearly showing progress made, shall be submitted with each monthly pay application. Review or acceptance will neither impose on the Owner responsibility for the progress or scheduling of the Work, nor relieve the Contractor from full responsibilities.

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

17. SITE INVESTIGATION

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

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

The Contractor shall carefully review and adhere to conditions and recommendations made in the project geotechnical report.

Any failure by the Contractor to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work.

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

18. UNDERGROUND UTILITY LOCATIONS

The Contractor shall field verify existing underground utility locations by means of subsurface locating or other approved method. All existing utilities shall remain unless otherwise noted on the plans. The Contractor shall locate all existing utilities to remain at potential conflict locations prior to construction activities and before ordering any proposed structures. The Contractor shall contact and coordinate with "Sunshine State One Call 811" as well as the individual utilities prior to and during construction for utility locations, relocation and assistance while installing in potential conflict areas. All utility

coordination and relocations shall be factored into the Contractor's construction schedule at no additional cost to the Owner.

The cost of all labor, materials and incidentals required for the performance of any survey and utility location work shall be included as part of the lump sum quantity under the pay item for Mobilization. A Florida Registered Professional Surveyor and Mapper shall perform all survey work.

19. UTILITY COORDINATION

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

The Contractor shall coordinate and schedule utility relocations and/or adjustments with the utility owners within or adjacent to the project limits to avoid delays. The work includes remobilization if required after utility relocation is complete. The intent is to coordinate utility construction activities, so the project construction continues and is not stopped or delayed at any time due to utility work being done. Once Notice to Proceed is issued, the Contractor shall contact the affected utilities to discuss the Contractor's anticipated means and methods so temporary and permanent relocation plans can be implemented as needed to meet OSHA safety requirements. Any work in the vicinity of the electric lines shall be coordinated with the power company for the setback requirements.

The Contractor shall hold a utility owner's meeting every two weeks / or alternate time schedule agreed to by the Owner. The meeting shall review current and upcoming activities for the project. Written meeting minutes will be prepared by the Contractor and distributed to the meeting participants within 3 calendar days of the meeting.

20. UTILITY CONFLICTS

It shall be the Contractor's responsibility to avoid conflicts with other utilities. The Owner will not be responsible for additional costs incurred by the Contractor for incorrect installations, relocations and breaks due to service conflicts. The Contractor's equipment shall maintain a minimum clearance distance to the power line following the latest OSHA and FDOT Roadway Design Bulletin.

21. CONTRACTOR TO EXECUTE NPDES "NOTICE OF INTENT"

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

Termination of Generic Permit Coverage” to FDEP. Payment for this item shall be included as part of the lump sum quantity under the pay item for Mobilization.

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

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

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

23. CONSTRUCTION PHOTOGRAPHY

a. General

The Contractor shall employ a competent photographer to take pre-construction and construction progress record photographs and perform video recording, in digital format, including providing all labor, materials, equipment and incidentals necessary to obtain photographs and/or video recordings of all areas specified in the Contract specifications.

b. Qualifications

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

c. Project Photos for Construction Progress

Provide construction progress photos of the entire work area during construction for the purpose of creating records of completed work. Photos should be spaced at approximately 100-foot intervals or as needed to properly document the completed work. Digital photographs shall be provided to the Owner with the monthly pay applications via the e-Builder Invoice Approval (INV) process.

The Contractor shall pay all costs associated with the required photographs. Any parties requiring additional photography will pay the photographer directly.

All project photos shall be taken from locations to adequately illustrate conditions prior to construction, or conditions of construction and state of progress. The Contractor

shall consult with the Owner's Representative at each period of photography for instructions concerning views required.

The Contractor shall deliver photos in conformance with the above requirements to the Owner's Representative. No construction shall begin until pre-construction photos and video recordings are completed and submitted to the Owner's Representative.

d. Record Photos

The Contractor shall require that photographer maintain digital copies of photos for a period of three years from date of Substantial Completion of the Project.

Photographer shall agree to furnish prints to the Owner's Representative at commercial rates applicable at the time of purchase. Photographer shall also agree to participate as required in any litigation requiring the photographer as expert witness.

e. Video Recording for Pre-Construction

Video recording shall be used in lieu of photos for pre-construction. It shall be of sufficient quality to fully illustrate details of conditions and construction, including special features.

Video recording shall be accomplished along all routes that are scheduled for construction.

The video recording shall, when viewed, depict an image with $\frac{1}{4}$ of the image being the roadway fronting of property and $\frac{3}{4}$ of the image being of the property. The video recording shall be done so as to show the roadway and property in an oblique view (30 degrees).

A complete view, in sufficient detail, of all driveways, with audio description of the exact location shall be provided.

The Engineering plans shall be used as a reference for stationing in the audio portion of the video recording for easy location identifications. If visible, house numbers shall be mentioned on the audio.

A complete set of video recordings shall be submitted in e-Builder via the Submittals process for the permanent and exclusive use of the Owner prior to the start of any construction on the project.

All video recordings shall contain the name of the project, the date and time of the video recording the name and address of the photographer and any other identifying information required.

Payment for this item shall be included as part of the lump sum quantity under the pay item for Mobilization.

24. HURRICANE PREPAREDNESS

Within 30 days of the Contract award, the Contractor shall submit to the Owner for approval via the Submittals (SUB) process in e-Builder a Hurricane Preparedness Plan. The plan should outline the necessary measures which the Contractor proposes to perform, at no additional cost to the Owner, to prepare and secure the project site prior to a hurricane event and to recover the project site after a hurricane event.

In the event of inclement weather, or whenever the Owner shall direct, the contractor shall ensure the work and materials shall carefully be secured and protected against damage or injury from the weather. If, in the opinion of the Owner, 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.

25. CONSTRUCTION STAKING

All construction staking and survey work shall be completed by a Florida Registered Professional Surveyor and Mapper. The right-of-way shall be staked prior to Clearing and Grubbing activities and shall include all easements (TCE or permanent) and maintained through the duration of construction. Right-of-way stakes shall be placed at all right-of-way corners and a maximum of 200 feet between corners, and shall be visible for Contractor personnel, utility companies, and County representatives.

26. LABORATORY TESTING

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

The samples and tests used for determining the quality and acceptability of the materials and workmanship, which have been or are to be incorporated in the Work, shall conform to the requirements of the State of Florida Department of Transportation Materials Sampling, Testing and Reporting Guide, latest edition.

Testing shall also be in accordance with the applicable portions of the *FDOT Standard Specifications* and the Technical Specifications.

27. COOPERATION WITH OTHERS

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

The Contractor shall coordinate with owners of driveways impacted by construction to maintain access as required by the property owner. Contractor shall make every effort not to disrupt business access during business operation hours unless otherwise approved by the business owner or the Owner (County) in advance of the work being performed.

The Contractor shall coordinate impacts with property owners abutting the project area and shall make every effort to expedite the work to minimize the duration of the impacts. Contractor is responsible for daily cleanup, access, and reimbursement or restoration of any damages done to the property by the Contractor and their subcontractors to the satisfaction of the property owner. It is important to keep pre- and post-construction photos of the work areas.

28. USE OF PRIVATE PROPERTY

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

29. MAINTENANCE OF TRAFFIC

The Contractor shall provide continuous access to local businesses during operational hours, or as acceptable to the business owners, and shall coordinate with residents on access to their properties. Lane closures with major disruption or delays must include alternating traffic and are only permitted under special approval of the Owner, and during non-rush hour traffic times (9:00 AM - 2:00 PM or 8:00 PM – 6:00 AM). School drop-off and pick-up shall not be impacted. No work on weekends or legal holidays without prior written approval of the County Project Manager, except emergency work, will be allowed. Road closures are not allowed between the hours of 7:00 AM to 7:00 PM per County Ordinance unless prior written approval is provided by the Owner. Temporary bypass lanes may be constructed at all tie-in locations during the MOT phasing. The

payment for temporary by-pass lanes shall be included in Maintenance of Traffic pay item, as previously described. Business Entrance signs per FDOT Standard Plans Index 102-600 shall be placed at all business entrance points and maintained during all phases of construction. Payment for these items shall be included under the pay item for Maintenance of Traffic.

Temporary pavement marking shall be paid under the Maintenance of Traffic pay item, in accordance with FDOT Standard Specifications Section 102.

If there are any impacts to existing traffic lanes, the Contractor shall prepare and submit to the Owner for approval, a Maintenance of Traffic plan to obtain a Manatee County Right-of-Way Utilization Permit. This Maintenance of Traffic plan shall either be provided in the construction plans, or be prepared in accordance with FDOT Standard Specifications Section 102-4. Lane and road closures require approval from the County Right of Way Supervisor and Zoning/MOT Inspector, with the Public Works Director having ultimate approval authority.

30. PEDESTRIAN ACCESS TO REMAIN OPEN

Existing pedestrian access shall be maintained throughout construction unless approved by the Engineer and Owner.

Temporary sidewalk shall be constructed as shown in the plans or as required to maintain pedestrian movement. Payment for these items shall be included under the lump sum pay item for Maintenance of Traffic.

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

31. WORKSITE TRAFFIC SUPERVISOR

- a. The Contractor shall have a Worksite Traffic Supervisor who will be responsible for initiating, installing and maintaining all traffic control devices as described in Section 102 of the FDOT Standard Specifications and in the Plans. The Worksite Traffic Supervisor shall have at least one year of experience directly related to work site traffic control in a supervisory or responsible capacity and shall be certified by the American Traffic Safety Services Association Worksite Traffic Supervisor Certification Program or an equal approved by FDOT. Approved alternate Worksite Traffic Supervisors may be used when necessary.
- b. The Worksite Traffic Supervisor shall be available on a 24-hour per day basis and shall review the project on a day-to-day basis as well as being involved in all changes to traffic control. The Worksite Traffic Supervisor shall have access to all equipment and materials needed to maintain traffic control and handle traffic related situations. The Worksite Traffic Supervisor shall ensure that routine deficiencies are corrected within a 24-hour period.

- c. The Worksite Traffic Supervisor shall be available on the site within 45 minutes after notification of an emergency situation, prepared to positively respond to repair the work zone traffic control or to provide alternate traffic arrangements.
- d. Failure of the Worksite Traffic Supervisor to comply with the provisions of the Sub-article may be grounds for decertification or removal from the project or both. Failure to maintain a designated Worksite Traffic Supervisor or failure to comply with these provisions will result in temporary suspension of all activities except traffic and erosion control and such other activities deemed to be necessary for project maintenance.
- e. Payment for Worksite Traffic Supervisor shall be included under the pay item for Maintenance of Traffic.

32. MAINTENANCE OF STORM DRAINAGE SYSTEM

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

33. DEWATERING, SHEETING AND BRACING

The Contractor shall determine the need of dewatering, sheeting and bracing to facilitate the construction, conforming to current SWFMWD/FDEP rule and OSHA safety criteria. Payment for dewatering, sheeting and bracing shall be included in the applicable item for earthwork, unless separate pay items are specified.

At least 10 days prior to the commencement of any dewatering activity, the Contractor shall obtain the approval from SWFMWD, or FDEP (if water needs to be discharged offsite into the state surface water), and submit the permit with a detailed description of the proposed dewatering system to the Project Manager. The dewatering plan shall include design computations, layout, type, and spacing of dewatering devices, number and size of pumps and other equipment, with a description of the installation and operating procedures.

34. EARTHWORK

Quantities included in the contract plans and bid form represent estimated in-place quantities and do not include shrinkage and expansion factors unless otherwise specified. Payment for Earthwork shall be made based on average end area method calculations or by other methods as approved by the Engineer and Owner. Contractor shall provide supporting survey data (before and after cross-sections) and calculations for payment purposes

The ownership of excavated materials shall be by the Owner unless otherwise specified in the contract documents.

35. SUBSOIL EXCAVATION

The Contractor shall detect and remove all unsuitable material, such as plastic/organic soil, rock, hard pan, debris, and trash, within project limit, following FDOT Standard Plans Index 120-002. Payment for subsoil excavation shall be included in the subsoil excavation pay items.

36. DUST CONTROL

The Contractor shall always control dust resulting from construction operations. The locations and frequencies of applications shall be as directed by the Engineer. Contractor shall provide dust control measures using water sources as needed and maintaining dust control throughout duration of the project. Payment for Dust Control shall be made under Maintenance of Traffic unless separate pay item for Dust Control is specified.

37. SOIL EROSION AND SILTATION

The Contractor shall plan and control the Work to minimize all soil erosion and siltation. At the pre-construction meeting, the Contractor shall present his proposed plan and schedule, which shall specifically indicate the proposed usage of temporary erosion control features if they vary from the plans.

38. THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS

The application of thermoplastic traffic stripes and markings on newly constructed final surface courses shall be in accordance with current FDOT specifications. The Engineer may require longer asphalt cure periods, if specified in the construction plans. Provide temporary pavement markings during the interim period if the road is open to traffic. The price of temporary pavement marking shall be included in the Maintenance of Traffic.

39. CRUSHED CONCRETE BASE

Crushed Concrete Base shall follow the most current FDOT Standard Specifications, Section 911. The layer coefficient of 0.18 with Limerock Bearing Ratio (LBR) minimum 150 is allowed to calculate the base thickness if from an FDOT approved source and meeting FDOT specifications.

a. Material source inspection:

Prior to acceptance of base product, a representative of the Owner may visit the Producer's location and obtain a sample of the proposed base for the specified project at the discretion of the Owner. In addition to sampling, the pile will be visually inspected for deleterious materials, substantial segregation, or any other undesirable characteristics. The pile shall have a traceable identification by pile number or lot number and an accurate quality assessment.

b. Regarding source approval:

FDOT approved source, allocated lot sufficient to serve project's needs, delivery tickets stating FDOT approved source, project name, FDOT preapproved lot or pile number.

c. Import and placement of base product:

During import of base product, a County inspector or duly designated representative of the Owner will be onsite monitoring incoming loads, making visual assessments of the product and checking load tickets for verification of materials.

After spreading out, prior to compacting, samples of the base product will be obtained by the Owner approved testing lab, every 500 LF, or as directed by Owner, staggering right, left, center of the roadway for Limerock Bearing Ratio, gradation and deleterious material testing.

d. Deleterious materials:

Deleterious material content in addition to the FDOT Specifications 2020 (July), Section 911, should state that no construction debris such as Styrofoam insulation, telephone wire, lumber, shingles, aluminum window or door frames, etc., or household trash ie: bottles, cans, paper goods etc. is acceptable.

e. Rejection of materials:

Material not meeting above requirements will subject to rejection and be removed from the project site. Any three (3) concurrent rejections will require immediate shut down of imported material and require review and remedies prior to restart.

f. Compaction of material:

In place material shall achieve 98% of AASHTO T-180 compaction.

40. TEMPORARY PAVEMENT

If the temporary pavement is not specified in the contract plans, the proposed pavement section shall be submitted to the Owner for review. The Contractor shall immediately repair all potholes that develop within the project limits and shall maintain a supply of cold mix on the project site to expedite these repairs.

Temporary by-pass roads shall provide adequate cover and protection of existing utilities. It is the Contractor's responsibility to coordinate with utility companies to repair any damages to the exiting utilities during the construction at no additional cost to the Owner.

Payment for temporary pavement and maintenance of this pavement shall be included under Maintenance of Traffic. A breakdown of the temporary road quantities in the lump sum MOT pay item shall be provided by the Contractor.

41. STORMWATER DRAINAGE PIPES AND STRUCTURES

All proposed storm structures shall have a wall thickness no less than 6 inches. Metal storm pipe or metal mitered end section shall not be used in the road right of way or carry right of way runoff.

42. CLARIFICATION OF SPECIFIC LINE ITEMS

Clarifications are provided below of specific line items on the Bid Form to identify the Owner’s requirements of what is to be included in the line item and/or how it is to be paid. Where a FDOT Pay Item number is indicated for a line item, the clarification is provided to amend, enhance or otherwise revise the FDOT pay item description to meet the Owner’s requirements for the project. Where a FDOT pay item number is not indicated, the clarification shown herein is provided to amend, enhance or otherwise revise the pay item description provided in the County Technical Specifications to meet the Owner’s requirements for the project. For line items that are not included in either the FDOT or Manatee County Specifications, the pay item description provided herein shall govern.

FDOT 101-1 – Mobilization, 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 is 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 Owner that the 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

Payments for this line item will be subject to the standard retainage provided in the Contract. Payment for the retainage will be made after completion of the work and demobilization.

FDOT 102-1 – Maintenance of Traffic, shall include the cost of all maintenance of traffic operations unless a separate pay item is provided. Provide a separate schedule of values to include quantities, unit prices, and total to equal bid for all MOT as a separate pay item upon receiving bid award, otherwise the quantity will be based on percent of construction completed.

SPECIAL-1, 9, 10 & 11 – Record Drawings per Manatee County Standards, shall include the cost of all survey work required to complete a set of record drawings per Manatee County & SWFWMD Standards for Utility and Drainage

SPECIAL-2 – EXISTING DITCH REGRADING (30' WIDE) shall include the cost to regrade the existing ditch on the north side of Moccasin Wallow Rd.

SPECIAL-3 – 4" CONCRETE, TERRACOTTA & IMPRINTED WITH BRICK shall include the cost for material procurement and labor to install the 4" concrete with imprinted bricks in the color of terracotta at the shared use path buffer section.

SPECIAL-4 - TRAFFIC SEPARATOR CONCRETE-TYPE I, 3' WIDE shall include the cost for material procurement and labor to install a 3' traffic separator using FDOT SPI 520-020.

SPECIAL – 5 - 6" UNDERDRAIN shall include the cost for material procurement and labor to install 6" underdrain per Manatee County Highway and Traffic Standards

SPECIAL – 6 – UNDERDRAIN CLEANOUT shall include the cost for material procurement and labor to install underdrain cleanout per Manatee County Highway and Traffic Standards

43. POST-CONSTRUCTION STORM PIPE TESTING

The Contractor shall inspect and televise all newly constructed storm pipes, structures, new connections, and any existing storm pipe systems identified to be cleaned in the construction plans. Video DVD and report shall be provided for those pipes whose diameters are equal or smaller than 48 in, with Laser profile data included for newly installed non-RCP pipes, following FDOT Specifications latest version. The purpose is to assure the pipes are properly constructed and do not leak at the joints. Payment for this item shall be included as incidental to the cost per foot of new storm pipe installed.

44. MAINTENANCE AND RESTORATION OF JOB SITE

The Contractor shall conduct his operations in such a manner as will result in a minimum of inconvenience to occupants of adjacent homes, business establishments and the

general public, and shall provide temporary access as directed or as may be required by the Project Manager. All final restoration must be performed to an equal or better condition than that which existed prior to construction.

Good housekeeping on this project is extremely important and the Contractor will be responsible for keeping the construction site neat and clean, with debris being removed daily as the work progresses or as otherwise directed by the Project Manager. Good housekeeping at the job site shall include mowing as necessary to prevent grass and other vegetation within the work area from exceeding 18 inches in height or causing unsafe conditions; removing all tools and temporary structures, dirt, rubbish, etc.; hauling all excess dirt, rock, etc., from excavations to a dump provided by the Contractor; and all clean up shall be accomplished to the satisfaction of the Project Manager. Each Friday, the Contractor shall prepare the road surface and barricades in an acceptable manner for weekend traffic use. Immediately after construction completion in an area or part thereof (including restoration), barricades, construction equipment and surplus and discarded materials shall be removed by the Contractor.

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

45. RESTORATION

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

46. RECORD DRAWINGS AND PROJECT CERTIFICATION

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

The Contractor shall keep a complete set of surveyed "As-built" records. These records shall show all items of Work and existing features of utilities revealed by excavation work. The records shall be kept in a professional manner, in a form that shall be approved by the Owner prior to the Work. These results shall be available at all times during construction for reference by the Engineer and shall be delivered to the Engineer upon completion of the Work. All completed "As-builts" must be certified by a Florida

Registered Professional Surveyor and Mapper or Engineer per Chapter 61 G 17-6, Florida Administrative Code, pursuant to Sec. 47207, Florida Statutes.

The Record Drawings shall be prepared in accordance with the requirements of the Manatee County Public Works Standards, Parts 1 and 3, latest edition at time of project completion and shall be submitted at time of Substantial Completion. The Owner will review and approve the Record Drawings within 30 days of submittal unless additional information is required.

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

All Digital Drawings shall be identical to those submitted as hard copy. The Digital Drawing files shall be AutoCAD format (Release 2016 or later) and shall include all external reference drawings, text fonts, shape files and all other files necessary to make use of the drawings.

The final payment of remaining retainage shall not be made until the Owner has approved the Record Drawings. Unless there is a separate pay item for Record Drawings, payment shall be included as part of the lump sum quantity under the pay item for Mobilization.

BID ATTACHMENTS 4 THROUGH 7, PLAN SET / DRAWINGS, AND BID ATTACHMENTS 10 THROUGH 12, CAD FILES

NOTE - These attachments are uploaded as separate documents on the Procurement page of the County website with the solicitation document and available for download.

BID ATTACHMENT 8, GEOTECH REPORT-MAST ARMS

**REPORT OF THE SUBSURFACE
SOIL INVESTIGATION**

**MOCCASIN WALLOW ROAD IMPROVEMENTS
SEGMENT 2
MANATEE COUNTY, FLORIDA**

December 6, 2022

Stantec
6900 Professional Parkway East
Sarasota, Florida 34240

Attn: Ms. Alexandra Johnson

**RE: Results of the Subsurface Soil Investigation
Moccasin Wallow Road Improvements
Segment 2
Manatee County, Florida
Our File: DES 208603-S2**

Dear Ms. Johnson:

In accordance with your request and authorization, **DRIGGERS ENGINEERING SERVICES, INC.** has completed the requested soil borings for the subject project. The following pages present the results of our field investigation and provide soil strength parameters and recommendations for deep foundation design.

GEOTECHNICAL INVESTIGATION PROGRAM

SOIL BORINGS – A combined program of six (6) Standard Penetration Test (SPT) borings were performed to check subsurface soil and groundwater conditions. More specifically, four (4) SPT borings were conducted at the four signal pole locations while two (2) SPT borings were performed within the planned pond location of segment 2. The Standard Penetration Test (SPT) borings were advanced to nominal depths of 30 to 35 feet below present grade at the survey staked locations depicted on Plate I of the report attachments. Each boring location was survey staked by the project surveyor. Please note that the boring numbers correlate to the number scheme utilized by the project surveyor.

The Standard Penetration method of testing and sampling was used to provide soil samples for visual classification and to develop Standard Penetration resistance data reflective of the strength and bearing capability of the soils penetrated. The results of the borings are included in the report appendix. The boring logs present visual soil descriptions and estimated Unified Soil Classifications versus depth below existing grade, as well as penetration resistances and groundwater information. Also attached is a brief description of this method of sampling and testing.

LABORATORY INVESTIGATION

A limited laboratory testing program was undertaken to aid in characterizing the engineering properties of the subsurface soils. Our laboratory tests included grainsize analyses and Atterberg Limits determination testing. The results of our laboratory tests are included in the report attachments.

INDICATED SUBSURFACE CONDITIONS

SOIL CONDITIONS – The borings have identified fine sands with variable silt and clay fines content to a depth of 23 to 30 feet below grade. These sands were primarily classified as SP, SP-SM, SM and SC soils in the Unified Soil Classification System (USCS). Standard Penetration resistance data suggests the fine sands are generally very loose to medium dense in relative density. Below these depths, the borings penetrated clay and clayey silt soils with intermittent seams of phosphatic sands to the termination depth of the borings. The clay soils generally were classified as CH and ML while penetration resistance data suggest they are firm to hard in relative consistency.

GROUNDWATER CONDITIONS – Groundwater was encountered at a depth of 2.2 to 3.2 feet below grade. The groundwater level was checked at the end of the rainy season. Therefore, we would expect levels could certainly rise higher during the peak wet season and/or a major storm event.

GEOTECHNICAL EVALUATION

FILL SUITABILITY – The soil types evidenced in our exploration of the planned pond location and testing program and their geotechnical suitability for use as fill.

Clean to Slightly Silty Sands (SP and SP-SM) – The relatively clean to slightly silty sands evidenced within various depths of the test borings would represent select fill material for site development from a geotechnical viewpoint. These SP to SP-SM soils are relatively free draining and would typically respond well to excavation, placement and vibratory compaction.

Clayey to Silty Sands (SC and SM) – Low plasticity clayey fine sand soils and non-plastic silty fine sands would also be a suitable fill, from a geotechnical viewpoint. These soils, excavated from below the groundwater table, will require drying to reduce moisture contents prior to use. Their workability can be enhanced through blending with the overlying cleaner sands.

Clays and Silt (CL to CH and MH) – These types of clays encountered should be excluded from use as fill since they would be very difficult to process and compact properly. Clayey soils are also susceptible to shrinking and swelling upon changes in soil moisture.

In general, fill soils placed in structure and pavement areas should be limited to soils having a liquid limit not exceeding 40, a plasticity index of 10 or less and no more than about 35 percent silt and clay fines. Organic content should not exceed about 5 percent, by weight. The soils will become increasingly moisture sensitive as the fines content and plasticity increases. These soils will require careful moisture control, placement in thin lifts and typically respond well to compactive efforts utilizing sheepsfoot rollers.

SIGNAL POLES – We understand that four (4) traffic signal structures are proposed at the intersection of Sawgrass Road and Moccasin Wallow Road. The signal pole structures will induce combined compression, overturning, sliding and torsional forces on the planned foundation element. As of the time of this writing, the desired foundation type has been determined to be a deep foundation or drilled shaft.

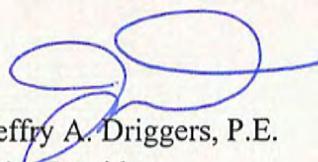
It is our understanding that each signal pole may be supported by a single drilled shaft penetrating a sufficient depth to provide the necessary compression, overturning/lateral and torsional resistance. The required penetration of the drilled shaft will be established by the project structural engineer.

The design soil strength parameters are tabulated and included in Plate I of the report attachments. The soil parameters must be utilized in conjunction with appropriate factors of safety as well as design procedures applicable to drilled shaft foundation constructed in a wet-hole environment. This information should be utilized in developing the drilled shaft embedment and size requirements consistent with the design loading conditions and an appropriate factor of safety.

It is further recommended that a program of continued geotechnical inspection be implemented. Careful inspection should be planned to check for the proper installation and penetration depth based upon the project specifications, including concrete quality assurance testing.

DRIGGERS ENGINEERING SERVICES, INC. appreciates this opportunity to be of service to you on this project. Should you have any questions concerning the results of our findings and recommendations, please do not hesitate to contact the undersigned at your convenience.

Respectfully submitted,
DRIGGERS ENGINEERING SERVICES, INC.



Jeffrey A. Driggers, P.E.
Vice President
FL Registration No. 70598



JAD\REP\208603-S2
Copies submitted:

APPENDIX

PLATE I – BORING LOCATION PLAN

PLATE II – DESIGN SOIL STRENGTH PARAMETERS

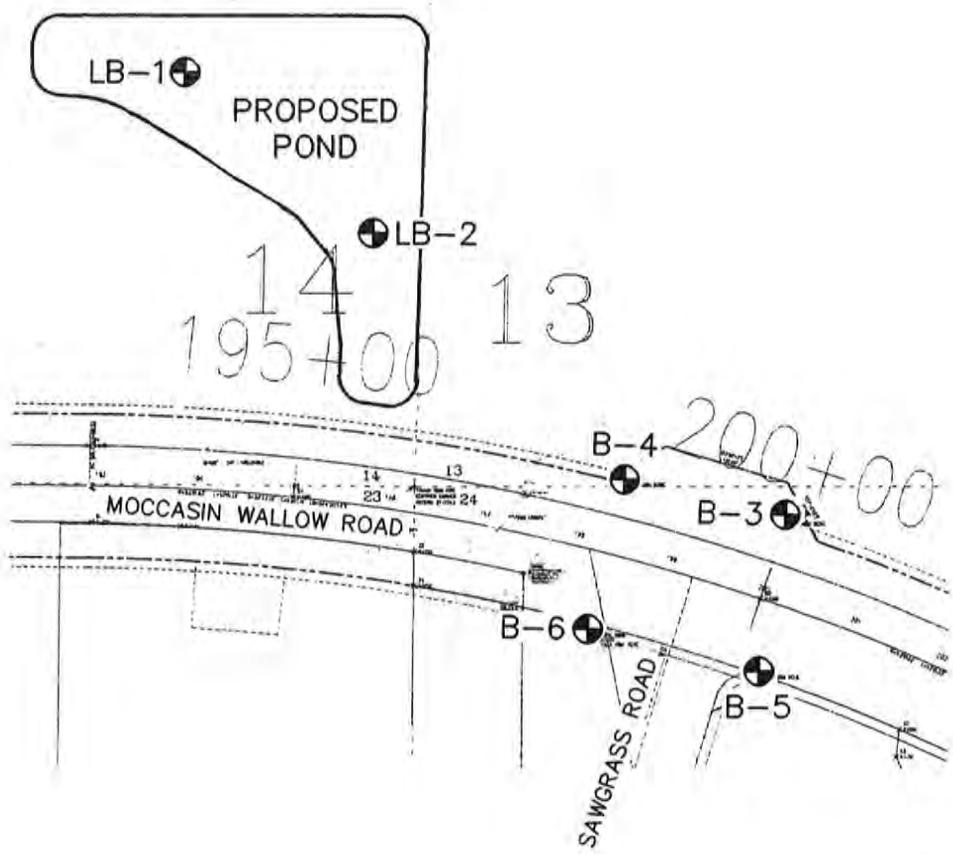
STANDARD PENETRATION TEST BORING LOGS

SUMMARY OF LABORATORY TESTING RESULTS

GRAINSIZE ANALYSES

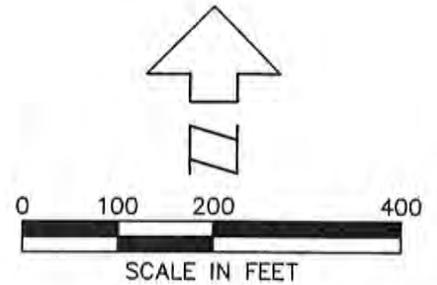
METHOD OF TESTING

PLATE I - BORING LOCATION PLAN



LEGEND:

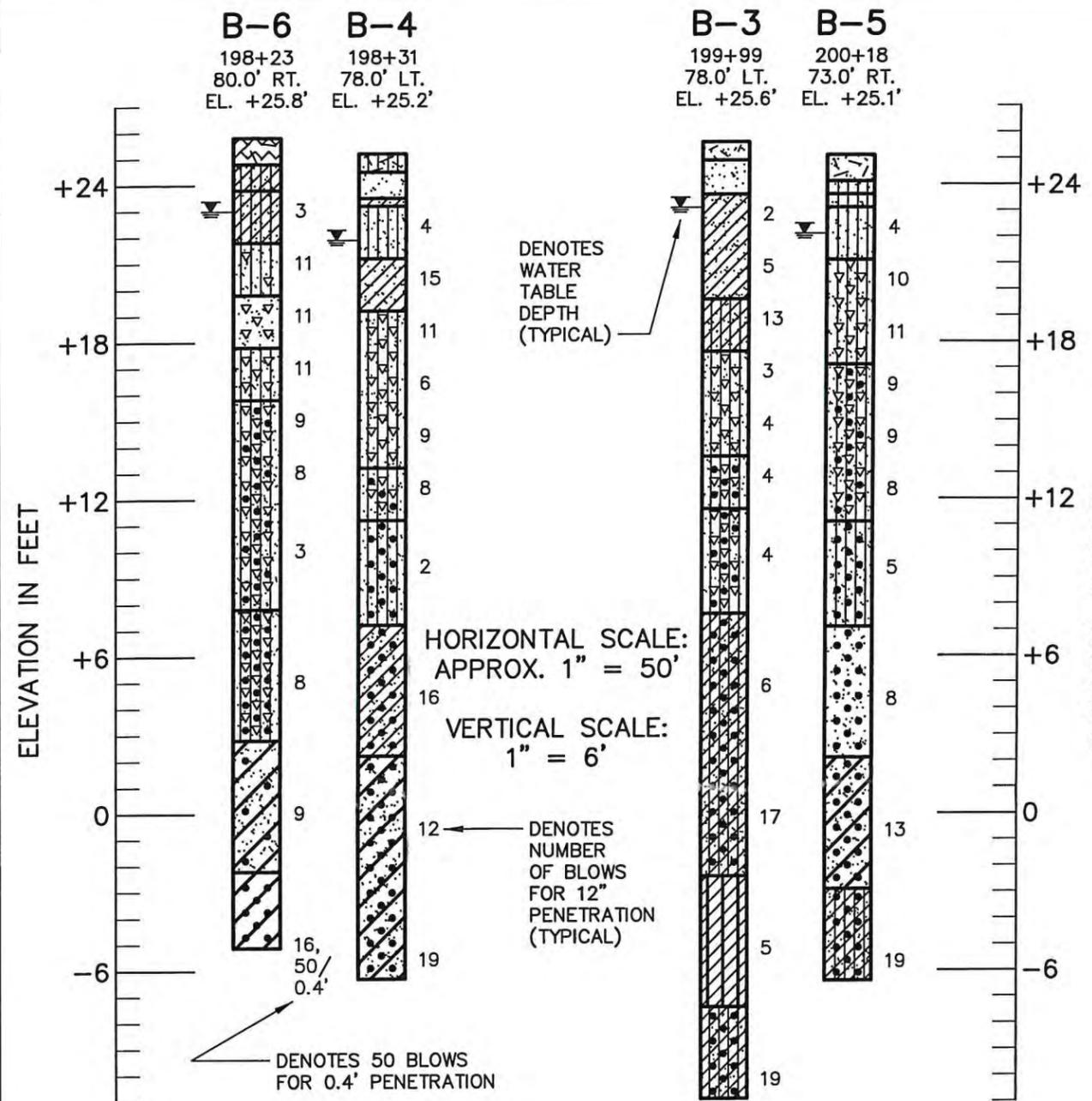
⊕ STANDARD PENETRATION TEST BORING LOCATION



PROJECT NUMBER: DES 208603 DRAWN BY: R.D.B. DATE: 11/17/22

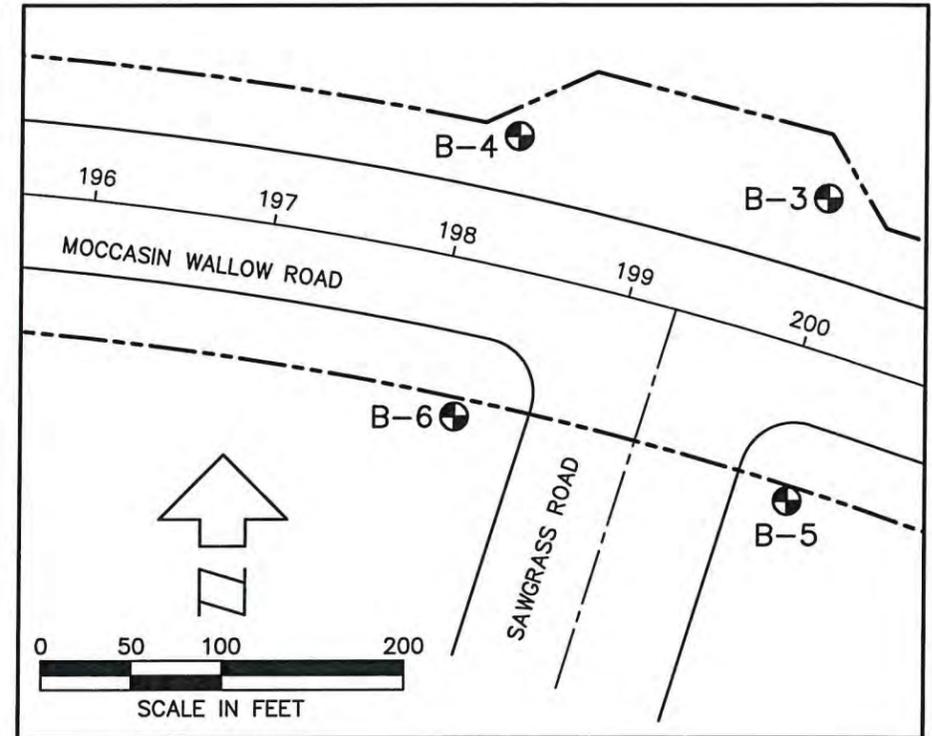
SHEET TITLE	PREPARED BY
BORING LOCATION PLAN	 DRIGGERS ENGINEERING SERVICES, INCORPORATED
PROJECT NAME	SHEET NO.
PROPOSED SIGNAL POLES & POND MOCCASIN WALLOW ROAD & SAWGRASS ROAD MANATEE COUNTY, FLORIDA	PLATE I

PLATE II – DESIGN SOIL STRENGTH PARAMETERS



GRANULAR MATERIALS - RELATIVE DENSITY	SPT - BLOWS PER FOOT
VERY LOOSE	LESS THAN 4
LOOSE	4-10
MEDIUM DENSE	10-30
DENSE	30-50
VERY DENSE	GREATER THAN 50

SILTS AND CLAYS - CONSISTENCY	SPT - BLOWS PER FOOT
VERY SOFT	LESS THAN 2
SOFT	2-4
FIRM	4-8
STIFF	8-15
VERY STIFF	15-30
HARD	GREATER THAN 30



LEGEND:

● STANDARD PENETRATION TEST BORING LOCATION

DESIGN SOIL STRENGTH PARAMETERS FOR BORING B-3

DEPTH INTERVAL (feet)	FRICTION ANGLE	UNCONFINED COMPRESSIVE STRENGTH (tsf)	MOIST UNIT WEIGHT (pcf)	BUOYANT UNIT WEIGHT (pcf)	SATURATED UNIT WEIGHT (pcf)
0-8	28°	---	110	80	120
6-8	32°	---	---	80	120
8-18	28°	---	---	80	120
18-23	30°	---	---	80	120
23-28	32°	---	---	80	120
28-33	---	750	---	55	115
33-36.5	32°	---	110	80	120

DESIGN SOIL STRENGTH PARAMETERS FOR BORING B-4

DEPTH INTERVAL (feet)	FRICTION ANGLE	UNCONFINED COMPRESSIVE STRENGTH (tsf)	MOIST UNIT WEIGHT (pcf)	BUOYANT UNIT WEIGHT (pcf)	SATURATED UNIT WEIGHT (pcf)
0-4	28°	---	110	80	120
4-6	32°	---	---	80	120
6-14	30°	---	---	80	120
14-18	28°	---	---	80	120
18-23	32°	---	---	80	120
23-31.5	---	1250	---	80	100

DESIGN SOIL STRENGTH PARAMETERS FOR BORING B-5

DEPTH INTERVAL (feet)	FRICTION ANGLE	UNCONFINED COMPRESSIVE STRENGTH (tsf)	MOIST UNIT WEIGHT (pcf)	BUOYANT UNIT WEIGHT (pcf)	SATURATED UNIT WEIGHT (pcf)
0-4	28°	---	110	80	120
4-23	30°	---	---	80	120
23-28	---	1250	---	80	100
28-31.5	32°	---	110	80	120

DESIGN SOIL STRENGTH PARAMETERS FOR BORING B-6

DEPTH INTERVAL (feet)	FRICTION ANGLE	UNCONFINED COMPRESSIVE STRENGTH (tsf)	MOIST UNIT WEIGHT (pcf)	BUOYANT UNIT WEIGHT (pcf)	SATURATED UNIT WEIGHT (pcf)
0-4	28°	---	110	80	120
4-10	32°	---	---	80	120
10-23	30°	---	---	80	120
23-28	---	1250	---	80	100
28-30.4	---	2000	---	80	100

LEGEND OF SOIL BORING PROFILE SYMBOLS:

- FINE SAND (SP) (A-3)
- SILTY, SLIGHTLY CLAYEY FINE SAND (SM) (A-2-4)
- CLAY (CH) OR (CL) (A-7-6)
- CLAYEY SILT (MH) (A-4)
- SLIGHTLY SILTY FINE SAND (SP-SM) (A-3)
- SILTY, CLAYEY FINE SAND (SM-SC) (A-2-6)
- SANDY CLAY (CH) (A-7-6)
- SHELL
- SILTY FINE SAND (SM) (A-2-4)
- CLAYEY FINE SAND (SC) (A-2-6)
- HIGHLY ORGANIC, SILTY FINE SAND (Pt) (A-8)
- PHOSPHATE OR CEMENTED

CAD FILE NAME: A:\PROFILE\208603-MOCCASIN-SAWGRASS-P&P-11-22.DWG

DATE	NAME	REVISION	APPROVED BY:	PREPARED BY		REPORT OF CORE BORINGS	DESI PROJ. NO.	SHEET NO.
					JEFFRY A. DRIGGERS, P.E. FL LICENSE NO. 70598	DESIGNED BY: RDB 12/5/22 DRAWN BY: RDB 12/5/22 CHECKED BY: JAD 12/5/22 SUPERVISED BY: FJD	Traffic Signal Structures Moccasin Wallow Rd. & Sawgrass Rd. Manatee County, Florida	DES 208603 PLATE II

STANDARD PENETRATION TEST BORING LOGS

Project No. DES 208603 **BORING NO.** LB-1
Project Proposed Signal Poles & Pond, Moccasin Wallow Road & Sawgrass Road, Manatee County, Florida
Location See Plate I **Foreman** N.P.
Completion
Depth 31.5' **Date** 11/16/22 **Depth To Water** 2.2' **Time** _____ **Date** 11/16/22

DEPTH, FT	SYMBOL	SAMPLES	SOIL DESCRIPTION	BLOWS ON SAMPLER PER 6" OR PEN. STR.	STANDARD PENETRATION TEST BLOWS/FT. ON 2" O.D. SAMPLER-140 LB. HAMMER, 30" DROP (AUTOMATIC HAMMER)
			SURF. EL: +25.4+/-'		10 20 40 60 80
0			Dark gray organic Fine SAND with roots (SP-SM/Pt) (A-8)		
			Gray Fine SAND (SP) (A-3)		
			Loose light gray silty, clayey Fine SAND (SM-SC) (A-2-6)	2/4/6	
5			Loose light gray silty Fine SAND with shell (SM) (A-2-4)	5/5/5	
			Loose light gray slightly silty Fine SAND with trace of shell (SP-SM) (A-3)	2/3/3	
			Loose light grayish-brown slightly phosphatic, slightly silty Fine SAND with shell (SP-SM) (A-3)	2/3/4	
10				2/4/5	
				3/3/3	
15				3/2/3	
			Medium dense gray phosphatic, slightly silty Fine SAND (SP-SM) (A-3)		
20				5/8/8	
			Medium dense gray phosphatic, silty, slightly clayey Fine SAND (SM) (A-2-4)		
25				17/13/11	
			Medium dense green phosphatic, silty Fine SAND (SM) (A-2-4)		
30				6/9/13	

Remarks _____
Casing Length _____



DRIGGERS ENGINEERING SERVICES INCORPORATED

Project No. DES 208603 **BORING NO. B-3**
 Project Proposed Signal Poles & Pond, Moccasin Wallow Road & Sawgrass Road, Manatee County, Florida
 Location See Plate I Foreman N.P.
 Completion Depth 36.5' Date 11/14/22 Depth To Water 2.5' Time _____ Date 11/14/22

DEPTH, FT	SYMBOL	SAMPLES	SOIL DESCRIPTION	BLOWS ON SAMPLER PER 6" OR PEN. STR.	STANDARD PENETRATION TEST BLOWS/FT. ON 2" O.D. SAMPLER-140 LB. HAMMER, 30" DROP (AUTOMATIC HAMMER)					
					10	20	40	60	80	
SURF. EL: +25.6+/-'										
0			Dark grayish-brown Fine SAND with roots (SP) (A-3)							
			Brown Fine SAND (SP) (A-3)	1/1/1						
			Very loose to loose grayish-brown and orange clayey Fine SAND (SC) (A-2-6)	1/2/3						
5			Medium dense grayish-brown and orange silty, slightly clayey Fine SAND (SM) (A-2-4)	10/7/6						
			Very loose light gray slightly silty Fine SAND with shell fragments (SP-SM) (A-3)	1/1/2						
10			Very loose light gray slightly silty Fine SAND with shell (SP-SM) (A-3)	1/1/3						
			Very loose light gray phosphatic, slightly silty Fine SAND with shell (SP-SM) (A-3)	2/2/2						
15			Very loose light grayish-brown slightly phosphatic, slightly silty Fine SAND with shell (SP-SM) (A-3)	2/2/2						
			Loose light grayish-brown silty, clayey Fine SAND with phosphate (SM-SC) (A-2-6)	3/5/1						
20			Medium dense green phosphatic, silty, clayey Fine SAND (SM-SC) (A-2-6)	5/6/11						
25			Firm green clayey SILT (MH) (A-4)	1/2/3						
30			Medium dense green phosphatic, silty, (1)							

Remarks (1) slightly clayey Fine SAND (SM) (A-2-4) Casing Length _____

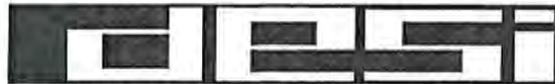


DRIGGERS ENGINEERING SERVICES INCORPORATED

Project No. <u>DES 208603</u>		BORING NO. <u>B-3</u>	
Project <u>Proposed Signal Poles & Pond, Moccasin Wallow Road & Sawgrass Road, Manatee County, Florida</u>			
Location <u>See Plate I</u>		Foreman <u>N.P.</u>	
Completion	Depth <u>36.5'</u>	Date <u>11/14/22</u>	Depth To Water <u>2.5'</u> Time _____ Date <u>11/14/22</u>

DEPTH, FT	SYMBOL	SAMPLES	SOIL DESCRIPTION	BLOWS ON SAMPLER PER 6" OR PEN. STR.	STANDARD PENETRATION TEST BLOWS/FT. ON 2" O.D. SAMPLER-140 LB. HAMMER, 30" DROP (AUTOMATIC HAMMER)
			SURF. EL: +25.6+/-'		10 20 40 60 80
35			Medium dense green phosphatic, silty, slightly clayey Fine SAND (SM) (A-2-4)	4/8/11	
40					
45					
50					
55					
60					
65					

Remarks _____	Casing Length _____
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DRIGGERS ENGINEERING SERVICES INCORPORATED

Project No. DES 208603 **BORING NO. B-4**
 Project Proposed Signal Poles & Pond, Moccasin Wallow Road & Sawgrass Road, Manatee County, Florida
 Location See Plate I Foreman N.P.
 Completion Date 11/14/22 Depth To Water 3.2' Time _____ Date 11/14/22

DEPTH, FT	SYMBOL	SAMPLES	SOIL DESCRIPTION	BLOWS ON SAMPLER PER 6" OR PEN. STR.	STANDARD PENETRATION TEST BLOWS/FT. ON 2" O.D. SAMPLER-140 LB. HAMMER, 30" DROP (AUTOMATIC HAMMER)			
					10	20	40	60 80
SURF. EL: +25.2+/-'								
0			Dark grayish-brown slightly silty Fine SAND with roots (SP-SM) (A-3)					
			Gray Fine SAND (SP) (A-3)					
			Grayish-brown and orange clayey Fine SAND (SC) (A-2-6)	2/2/2				
5			Very loose gray slightly silty Fine SAND (SP-SM) (A-3)	4/7/8				
			Medium dense grayish-brown and orange clayey Fine SAND (SC) (A-2-6)	5/3/6				
			Loose light grayish-brown slightly silty Fine SAND with shell (SP-SM) (A-3)	3/3/3				
10				3/5/4				
			Loose light grayish-brown slightly phosphatic, slightly silty Fine SAND with shell (SP-SM) (A-3)	3/4/4				
15			Very loose light brown slightly silty Fine SAND with phosphate (SP-SM) (A-3)	1/1/1				
			Medium dense green phosphatic, clayey Fine SAND (SC) (A-2-6)	5/8/8				
20								
			Stiff to very stiff green sandy CLAY with phosphate (CH) (A-7-6)	5/5/7				
25								
30				5/8/11				

Remarks _____ Casing Length _____



DRIGGERS ENGINEERING SERVICES INCORPORATED

Project No. DES 208603 **BORING NO. B-5**
 Project Proposed Signal Poles & Pond, Moccasin Wallow Road & Sawgrass Road, Manatee County, Florida
 Location See Plate I Foreman G.F.
 Completion Date 11/15/22 Depth To Water 3.0' Time _____ Date 11/15/22

DEPTH, FT	SYMBOL	SAMPLES	SOIL DESCRIPTION	BLOWS ON SAMPLER PER 6" OR PEN. STR.	STANDARD PENETRATION TEST BLOWS/FT. ON 2" O.D. SAMPLER-140 LB. HAMMER, 30" DROP (AUTOMATIC HAMMER)					
					10	20	40	60	80	
			SURF. EL: +25.1+/-'							
0			Dark gray Fine SAND with roots (SP) (A-3)							
			Brown slightly silty Fine SAND (SP-SM) (A-3)							
			Reddish-brown slightly silty Fine SAND (SP-SM) (A-3)	2/2/2						
5			Very loose orangish-brown silty Fine SAND (SM) (A-2-4)	2/4/6						
			Loose to medium dense light grayish-brown slightly silty Fine SAND with shell (SP-SM) (A-3)	5/5/6						
			Loose light grayish-brown slightly phosphatic, slightly silty Fine SAND with shell (SP-SM) (A-3)	4/4/5						
10				3/4/5						
				3/4/4						
15			Loose light brown phosphatic, silty Fine SAND (SM) (A-2-4)	2/1/4						
			Loose light brown phosphatic Fine SAND (SP) (A-3)	3/4/4						
20										
			Stiff gray sandy CLAY with phosphate (CH) (A-7-6)	5/6/7						
25										
			Medium dense green phosphatic, silty, clayey Fine SAND (SM-SC) (A-2-6)	6/8/11						
30										

Remarks _____ Casing Length _____



DRIGGERS ENGINEERING SERVICES INCORPORATED

Project No. DES 208603 **BORING NO. B-6**
 Project Proposed Signal Poles & Pond, Moccasin Wallow Road & Sawgrass Road, Manatee County, Florida
 Location See Plate I Foreman G.F.
 Completion Depth 30.4' Date 11/15/22 Depth To Water 2.8' Time _____ Date 11/15/22

DEPTH, FT	SYMBOL	SAMPLES	SOIL DESCRIPTION	BLOWS ON SAMPLER PER 6" OR PEN. STR.	STANDARD PENETRATION TEST BLOWS/FT. ON 2" O.D. SAMPLER-140 LB. HAMMER, 30" DROP (AUTOMATIC HAMMER)			
					10	20	40	60 80
			SURF. EL: +25.8+/-'					
0			Dark brown highly organic, silty Fine SAND with roots (Pt) (A-8)					
			Brown silty, slightly clayey Fine SAND (SM) (A-2-4)	2/2/4				
			Loose grayish-brown and orange silty, clayey Fine SAND (SM-SC) (A-2-6)	2/4/7				
5			Medium dense light grayish-brown slightly silty Fine SAND with trace of shell (SP-SM) (A-3)	5/5/6				
			Medium dense light gray Fine SAND with shell (SP) (A-3)	4/5/6				
10			Medium dense light grayish-brown slightly silty Fine SAND with shell (SP-SM) (A-3)	3/5/4				
			Loose to very loose light grayish-brown slightly phosphatic, slightly silty Fine SAND with shell (SP-SM) (A-3)	3/4/4				
15				1/2/1				
			Loose light grayish-brown cemented, slightly phosphatic, silty Fine SAND with shell (SM) (A-2-4)	2/4/4				
20								
			Stiff grayish-green sandy CLAY with trace of phosphate (CH) (A-7-6)	10/5/4				
25								
			Hard light grayish-brown variably cemented CLAY (CL) (A-7-6)	50*				
30								

Remarks _____ Casing Length _____

SUMMARY OF LABORATORY TESTING RESULTS

SUMMARY OF LABORATORY TEST RESULTS

BORING NO.	DEPTH (ft)	DESCRIPTION	W %	Y _d (pcf)	G _s	ATTERBERG LIMITS			P.P. (tsf)	U.C.	CON.	G.S.	ORG. (%)	pH	Cl. (ppm)	SO ₄ (ppm)	RES. (ohm-cm)
						LL	PL	PI									
LB-1	6.0-7.5	Light gray slightly silty Fine SAND with trace of shell										*					
LB-1	10.0-11.5	Light grayish-brown slightly phosphatic, slightly silty Fine SAND with shell										*					
LB-2	2.0-3.5	Orangish-brown silty, slightly clayey Fine SAND	22.1			30	19	11				**					
LB-2	15.0-16.5	Light grayish-brown slightly phosphatic, slightly silty Fine SAND with shell										*					

- | | | |
|------------------------------------|---|--|
| W % = Water Content | Con. = Consolidation Test | |
| Y _d (pcf) = Dry Density | G.S. (+1) = Grainsize Analysis (Hydrometer) | |
| G _s = Specific Gravity | ORG. (%) = Organic Content | |
| LL = Liquid Limit | Cl. (ppm) = Total Chloride | |
| PL = Plastic Limit | SO ₄ (ppm) = Total Sulfate | |
| PI = Plasticity Index | RES. (ohm-cm) = Lab Resistivity | |
| P.P. (tsf) = Pocket Penetrometer | * = See Test Curves | |
| U.C. = Unconfined Compression | ** = Percent Passing No. 200 Sieve | |

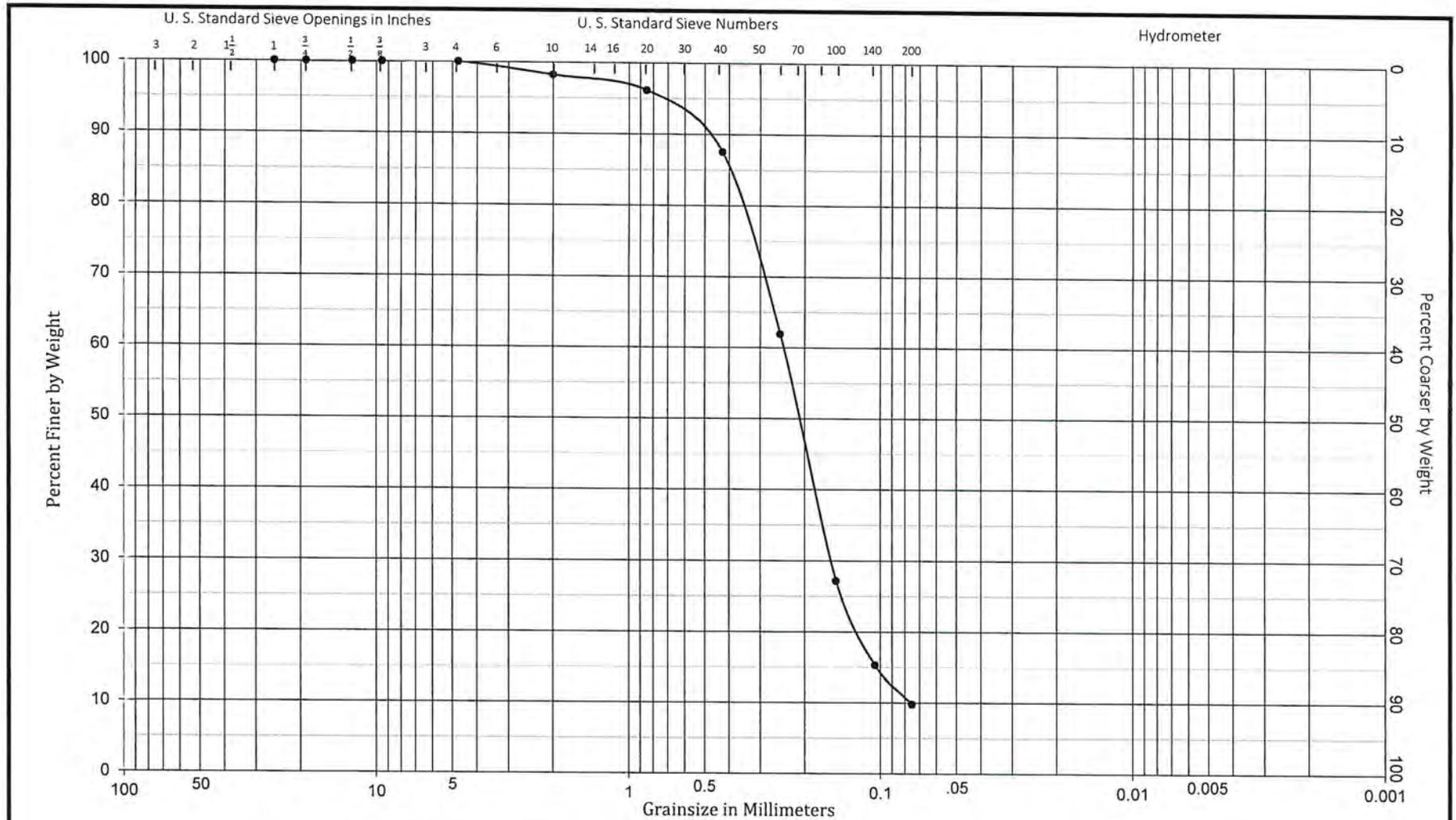
CLIENT: Stantec Consulting Services, Inc.

PROJECT: Proposed Signal Poles & Pond, Moccasin Wallow Rd. & Sawgrass Rd., Manatee County, FL.

FILE: DES 208603

GRAINSIZE ANALYSES

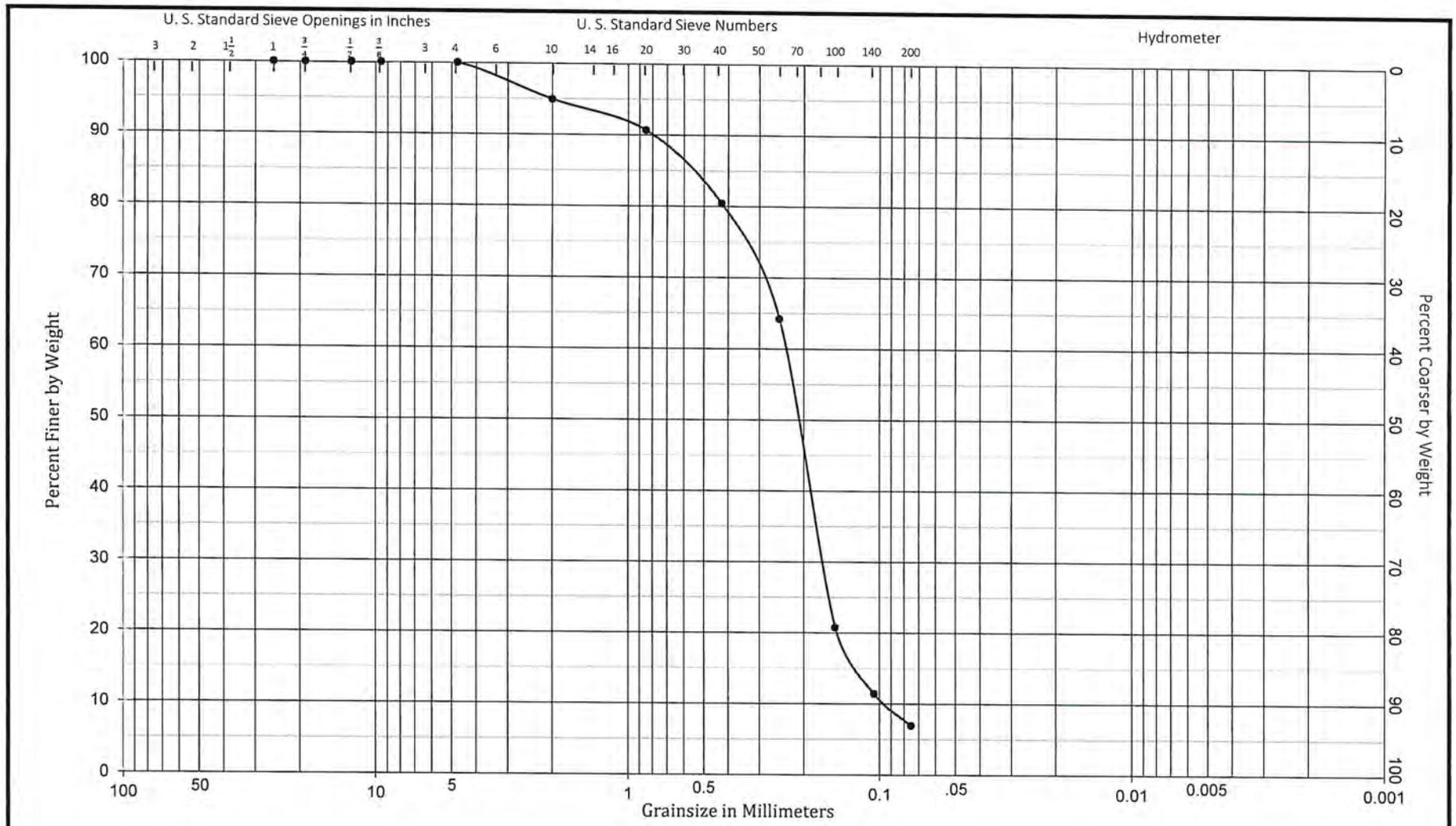
DRIGGERS ENGINEERING SERVICES, INC.



GRAVEL		SAND			SILT or CLAY
		Coarse	Medium	Fine	

Number	Depth	Moisture	L.L.	P.L.	P.I.	Classification	CLIENT:
LB-1	6.0'-7.5'					Light gray slightly silty Fine SAND with trace of shell	Stantec Consulting Services, Inc.
							PROJECT: Mocc. Wallow Rd./Sawgrass Rd., Manatee Cty.
							FILE: DES 208603

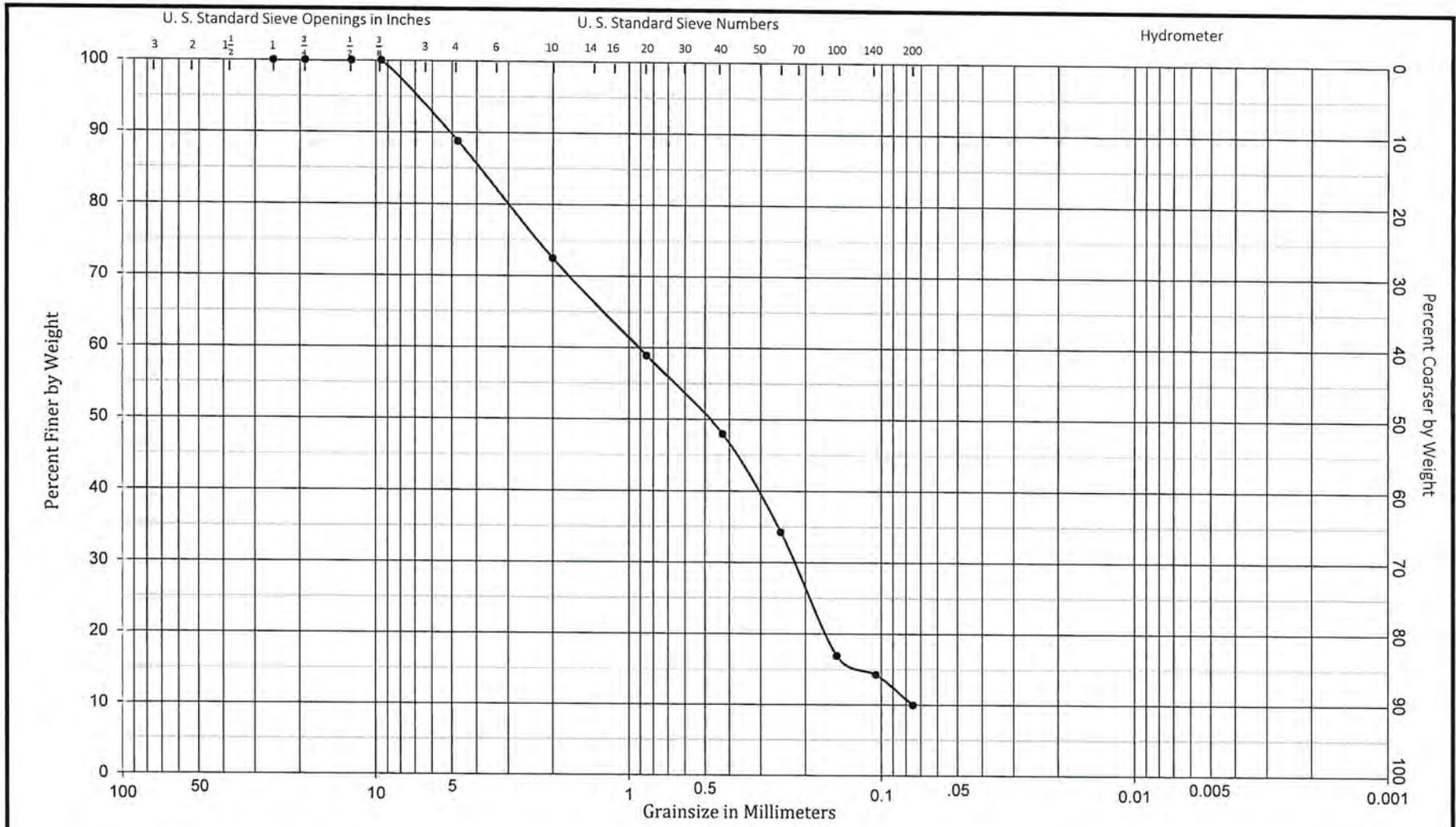
DRIGGERS ENGINEERING SERVICES, INC.



GRAVEL	SAND			SILT or CLAY
	Coarse	Medium	Fine	

Number	Depth	Moisture	L.L.	P.L.	P.I.	Classification	CLIENT:
LB-1	10.0'-11.5'					Light grayish-brown slightly phosphatic, slightly silty Fine SAND with shell	Stantec Consulting Services, Inc.
							PROJECT: Mocc. Wallow Rd./Sawgrass Rd., Manatee Cty.
							FILE: DES 208603

DRIGGERS ENGINEERING SERVICES, INC.



GRAVEL		SAND			SILT or CLAY
		Coarse	Medium	Fine	

Number	Depth	Moisture	L.L.	P.L.	P.I.	Classification	CLIENT:
LB-2	15.0'-16.5'					Light grayish-brown slightly phosphatic, slightly silty Fine SAND with shell	Stantec Consulting Services, Inc.
							PROJECT: Mocc. Wallow Rd./Sawgrass Rd., Manatee Cty.
							FILE: DES 208603

METHOD OF TESTING

STANDARD PENETRATION TEST WITH AUTOMATIC HAMMER AND SOIL CLASSIFICATION

STANDARD PENETRATION TEST (ASTM D-1586)

In the Standard Penetration Test borings, a rotary drilling rig is used to advance the borehole to the desired test depth. A viscous drilling fluid is circulated through the drill rods and bit to stabilize the borehole and to assist in removal of soil and rock cuttings up and out of the borehole.

Upon reaching the desired test depth, the 2-inch O.D. split-barrel sampler or "split-spoon", as it is sometimes called, is attached to an N-size drill rod and lowered to the bottom of the borehole. A 140 pound automatic hammer, attached to the drill string at the ground surface, is then used to drive the sampler into the formation. The hammer is successively raised and dropped for a distance of 30 inches using an automated lifting mechanism. The number of blows is recorded for each 6-inch interval of penetration or until virtual refusal is achieved. In the above manner, the samples are ideally advanced a total of 18 inches. The sum of the blows required to effect the final 12 inches of penetration is called the blowcount, penetration resistance or "N" value of the particular material at the sample depth.

After penetration, the rods and sampler are retracted to the ground surface where the core sample is removed, sealed in a glass jar and transported to the laboratory for verification of field classification and storage.

SOIL SYMBOLS AND CLASSIFICATION

Soil and rock samples secured in the field sampling operation were visually classified as to texture, color and consistency. The Unified Soil Classification was assigned to each soil stratum per ASTM D-2487. Soil classifications are presented descriptively and symbolically for ease of interpretation. The stratum identification lines represent the approximate boundary between soil types. In many cases, this transition may be gradual.

Consistency of the soil as to relative density or undrained shear strength, unless otherwise noted, is based upon Standard Penetration resistance values of "N" values and industry-accepted standards. "N" values, or blowcounts, are presented in both tabular and graphical form on each respective boring log at each sample interval. The graphical plot of blowcount versus depth is for illustration purposes only and does not warrant continuity in soil consistency or linear variation between sample intervals.

The borings represent subsurface conditions at respective boring locations and sample intervals only. Variations in subsurface conditions may occur between boring locations. Groundwater depths shown represent water depths at the dates and time shown only. The absence of water table information does not necessarily imply that groundwater was not encountered.

Rev. 9/2011

BID ATTACHMENT 9, GEOTECH REPORT-ROADWAY

**REPORT OF THE
GEOTECHNICAL INVESTIGATION
MOCCASIN WALLOW ROAD IMPROVEMENTS
SEGMENT 2- ROADWAY
MANATEE COUNTY, FLORIDA**

April 13, 2023

Stantec
6900 Professional Parkway East
Sarasota, Florida 34240

Attn: Ms. Alexandra Johnson

**RE: Results of the Subsurface Soil Investigation
Moccasin Wallow Road Improvements
Segment 2- Roadway
Manatee County, Florida
Our File: DES 208603-S2 Roadway**

Dear Ms. Johnson:

Pursuant to your authorization, **DRIGGERS ENGINEERING SERVICES, INC.** has completed a series of exploratory borings for the subject project. Presented herein are the results of our field and laboratory testing together with our geotechnical recommendations.

FIELD INVESTIGATION PROGRAM

To investigate the subsurface soil and groundwater conditions within the planned roadway areas of the segment 2 Moccasin Wallow roadway widening, a total of fifteen (15) classification or hand auger borings were performed. The roadway hand auger borings penetrated to depths of 6 feet below existing grade. Please note that a number of the hand auger borings (A2 – A6) were conducted within the existing roadway section to provide pavement section information in conjunction with subgrade soil and groundwater conditions. Please note that originally, eighteen (18) test borings were budgeted but due to site constraints, HA-1, HA-2 and A-1 were eliminated by your authorization.

The appended logs visually describe the soil strata from existing grades to the termination depth of the borings in accordance with the Unified Soil Classification system. The boring locations were located in the field by the project surveyor along with accompanying ground elevations.

INDICATED SUBSURFACE CONDITIONS

EXISTING PAVEMENT AND SUBGRADE SOIL CONDITIONS – The borings, performed within the existing roadway sections (A2 - A6), revealed an asphalt pavement ranging in thickness of 3 to 6-1/2 inches. Below the asphalt, the borings revealed a limestone base material varying in measurements of about 4 to 13 inches in thickness.

The exploratory borings typically penetrated an upper unit of fine sands with varying silt and clay fines to 6 feet below existing grade. These non-plastic to low plasticity sandy soils comprise the SP, SP-SM, SM-SC, SM and SC Unified Soil Classifications.

It should be noted that boring A-6 penetrated fine sand soils with moderate root concentration from 1.5 to 2.5 feet below grade.

GROUNDWATER - Groundwater was typically encountered at a depth of 2.9 to 5.1 feet below existing grade. Borings were all recorded in February of 2023, during the drier time of the year.

Review of the Web Soil Survey of Manatee County suggests that EauGallie fine sands are the principal upland soil type in the project vicinity. Intersecting areas also include Floridana-Immokalee-Okeelanta Association, Wabasso-Wabasso and Palmetto Sand. The majority EauGallie fine sand complex suggest a seasonal high at 6 to 18 inches while the intersecting complexes suggest seasonal high groundwater at 0 inches below historical grade. It should be noted that the existing roadway and adjacent right-of-way areas appear to have received a fill application to raise grades about 1 to 2 feet or more above historical grades.

Based upon results of our studies and the Web Soil Survey, we anticipate that groundwater levels could occur above the existing groundwater levels in response to the more frequent rainfall during typical peak wet season and/or a tropical weather event. A table of the normal estimated seasonal high groundwater determination has been included in the report attachments. Refinement in the normal seasonal groundwater estimation would require monitoring of groundwater levels during the upcoming rainy season. Groundwater levels can be monitored via shallow-depth piezometers constructed at selected locations.

EVALUATION AND RECOMMENDATIONS

PAVEMENT SUBGRADE CONDITIONS AND PREPARATION - Our geotechnical investigation program has generally identified the presence of near surface fine sands which are considered suitable for support of an anticipated flexible pavement structure provided proper subgrade preparation is incorporated. The near surface subgrade soils consisted principally of fine sands comprising the SP to SP-SM Unified Soil Classification. Exceptions did occur at boring A-6 that penetrated fine sands with moderate root concentrations that warrant removal and replacement with compacted clean soils as described below. It would be prudent to conduct offset borings at these locations to help better evaluate the vertical and lateral extent of such soil that will require undercutting and replacement.

In addition to removal of buried unsuitable soils, further subgrade preparation must include careful stripping of surface vegetation, as well as any organic topsoil and root concentrations followed by proof-rolling of the subgrade with heavy vibratory compaction equipment. Backfill and fill soils used to develop proposed grades including areas where unsuitable soils were removed should consist of clean to slightly silty fine sands with a Unified Soil Classification of SP to SP-SM or superior.

All backfill soils and roadway embankment fill soils should be compacted to not less than 98% of the Modified Proctor maximum dry density per AASHTO T-180. Moisture contents should be controlled to within $\pm 2\%$ of optimum moisture.

Specific pavement thickness design is typically based upon detailed information relative to expected traffic and vehicular wheel loads. The design civil consultant will need to design thickness of the pavement structure to accommodate specific area traffic frequency and design axle loads, where applicable. It is our understanding that a pavement section has been specified to include 12" stabilized subgrade (subgrade shell marl blended with sandy subgrade with minimum LBR of 60), 10" road base (FDOT Group 9) and 3" of first lift asphalt followed by a second lift of 1.5" FC-12.5.

Limerock Bearing Ratio (LBR) testing was not conducted. However, our experience suggests that the near surface, relatively clean fine sands and similar fine sands which may be excavated from the pond areas may have LBR values on the order of 15 to 20. In order to improve the bearing characteristics of the fine sand deposits to an LBR of 60, a stabilizing admixture such as limerock, crushed concrete, shell or even clayey fine sand would be required. Evaluation of the bearing characteristics of the subgrade soils should be performed during construction,

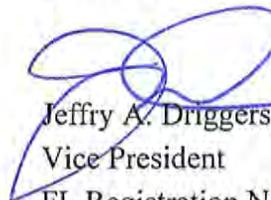
particularly where road embankments would be elevated above existing grades. The upper 12 inches of the subgrade immediately below the pavement structure should be uniformly compacted so as to achieve a uniform density of no less than 98% of the Modified Proctor (AASHTO T-180) maximum dry density.

Pavement grades should be designed to maintain the bottom of the base course at least a foot above the normal seasonal high groundwater table. According to paving and grading plans that were provided for our use, grades will be maintained above the minimum elevation of 1 foot above the estimated seasonal high groundwater table. In the event that grades cannot be maintained at this minimum criteria, an appropriate more “water friendly” base course of cement treated base or crushed concrete and underdrains should be considered. Of course, a positive outflow will be required for the design of underdrains to ensure that they will perform correctly.

We have assumed that grading will allow for shaping of the ground surface away from the roadway sections to adjacent swales or collection areas and not allow for water to drain “pond” next to the pavement section.

DRIGGERS ENGINEERING SERVICES, INC. appreciates the opportunity to assist you on this project. If you have any questions concerning our findings, please contact the undersigned at your convenience.

Respectfully submitted,
DRIGGERS ENGINEERING SERVICES, INC.


Jeffrey A. Driggers, P.E.
Vice President
FL Registration No. 70598



JAD-REP208603-S2 Roadway
Copies submitted: Email:

APPENDIX

PLATE I – BORING LOCATION PLAN

**PLATE II – ESTIMATED NORMAL SEASONAL
HIGH GROUNDWATER ELEVATIONS**

HAND AUGER BORING LOGS

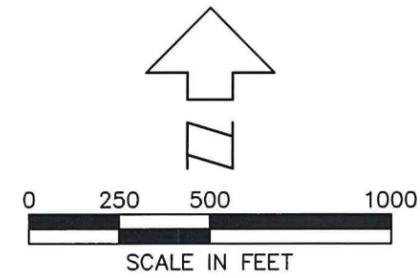
LABORATORY TESTING RESULTS

PLATE I - BORING LOCATION PLAN



LEGEND:

- ▲ HAND AUGER BORING LOCATION
- ⊙ ASPHALT CORE/HAND AUGER BORING LOCATION



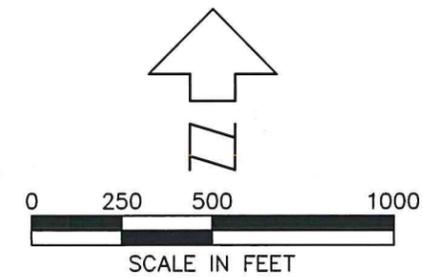
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CAD / ENGINEER	SHEET TITLE	PROJECT NO.
R.D.B. / J.A.D.	BORING LOCATION PLAN	DES 208603
PREPARED BY	PROJECT NAME	SHEET NO.
	MOCCASIN WALLOW ROAD WIDENING SEGMENT 2 MANATEE COUNTY, FLORIDA	PLATE I-A



LEGEND:

- ▲ HAND AUGER BORING LOCATION
- ⊙ ASPHALT CORE/HAND AUGER BORING LOCATION



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CAD / ENGINEER	SHEET TITLE	PROJECT NO.
R.D.B. / J.A.D.	BORING LOCATION PLAN	DES 208603
PREPARED BY	PROJECT NAME	SHEET NO.
	MOCCASIN WALLOW ROAD WIDENING SEGMENT 2 MANATEE COUNTY, FLORIDA	PLATE 1-B
DRIGGERS ENGINEERING SERVICES, INCORPORATED 192		

**PLATE II – ESTIMATED NORMAL SEASONAL
HIGH GROUNDWATER ELEVATIONS**

**MOCCASIN WALL ROAD WIDENING
SEGMENT 2
MANATEE COUNTY, FLORIDA
DES 208603**

Boring No.	Approx Ground Surface Elevation (NAVD) (ft.)	Existing Groundwater Depth (ft.)	Approx. Existing Groundwater Elevation (NAVD) (ft.)	Estimated Normal Seasonal High Groundwater Elevation (NAVD) (ft.)
HA-3	+26.8+/-	3.6	+23.2	+25.5+/-
HA-4	+27.9+/-	4.0	+23.9	+26.0+/-
HA-5	+25.0+/-	3.6	+21.4	+24.5+/-
HA-6	+27.4+/-	4.7	+22.7	+26.0+/-
HA-7	+27.9+/-	4.2	+23.7	+26.0+/-
HA-8	+25.8+/-	N/A	NA	+25.0+/-
HA-9	+25.4+/-	4.7	+20.7	+24.75+/-
HA-10	+25.1+/-	2.9	+22.2	+24.5+/-
HA-11	+25.2+/-	N/A	NA	+24.75+/-
HA-12	+25.3+/-	N/A	NA	+24.75+/-
A-2	+26.0+/-	4.3	+21.7	+25.0+/-
A-3	+27.7+/-	3.7	+24.0	+26.0+/-
A-4	+27.0+/-	5.1	+21.9	+25.5+/-
A-5	+27.0+/-	N/A	NA	+25.5+/-
A-6	+25.9+/-	N/A	NA	+25.0+/-

HAND AUGER BORING LOGS



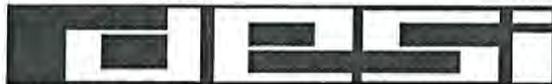
DRIGGERS ENGINEERING SERVICES INCORPORATED

HAND AUGER BORING LOG				
PROJECT: Moccasin Wallow Road Widening Segment 2 Manatee County, Florida Project No.: DES 208603		CLIENT: Stantec Consulting Services		
TECHNICIAN: G.F.		WATER TABLE: 3.6'	DATE: 2/24/23	
LOCATION: See Plate I-B		DATE: 2/24/23	COMPLETION DEPTH: 6.0'	
		TEST NUMBER: HA-3		
ELEV. (FT)	DESCRIPTION	DEPTH (FT)	SYMBOL	REMARKS
	Gray Fine SAND with roots (SP) (A-3)	0	[Symbol: Dotted pattern]	Surface Elevation: +26.8+/-'
26	Brown Fine SAND (SP) (A-3)	1		
25	Light brown Fine SAND (SP) (A-3)	2		
24	Tan Fine SAND (SP) (A-3)	3		
23	Light grayish-brown Fine SAND (SP) (A-3)	4		
22		5		
21		6		
20		7		



DRIGGERS ENGINEERING SERVICES INCORPORATED

HAND AUGER BORING LOG				
PROJECT: Moccasin Wallow Road Widening Segment 2 Manatee County, Florida Project No.: DES 208603		CLIENT: Stantec Consulting Services		
TECHNICIAN: G.F.		WATER TABLE: 4.0'	DATE: 2/17/23	
LOCATION: See Plate I-B		DATE: 2/17/23	COMPLETION DEPTH: 6.0'	
		TEST NUMBER: HA-4		
ELEV. (FT)	DESCRIPTION	DEPTH (FT)	SYMBOL	REMARKS
	Dark grayish-brown Fine SAND with roots (SP) (A-3)	0		Surface Elevation: +27.9+/-'
27	Brown silty, clayey Fine SAND (SM-SC) (A-2-6)	1		
26	Light gray silty Fine SAND (SM) (A-2-4)	2		
25		3		
24	Gray silty Fine SAND (SM) (A-2-4)	4		
23		5		
22		6		
21		7		

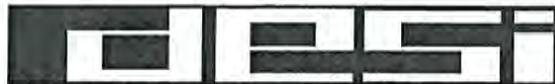


DRIGGERS ENGINEERING SERVICES INCORPORATED

HAND AUGER BORING LOG

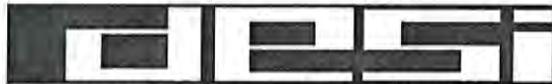
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		WATER TABLE: 3.6'	DATE: 2/17/23
TECHNICIAN: G.F.		DATE: 2/17/23	COMPLETION DEPTH: 6.0'
LOCATION: See Plate I-B		TEST NUMBER: HA-5	

ELEV. (FT)	DESCRIPTION	DEPTH (FT)	SYMBOL	REMARKS
25	Dark gray highly organic, silty Fine SAND with roots (Pt) (A-8)	0		Surface Elevation: +25.0+/-'
	Gray Fine SAND (SP) (A-3)			
24	Light gray Fine SAND (SP) (A-3)	1		
23	Brown Fine SAND (SP) (A-3)	2		
22	Light brown Fine SAND (SP) (A-3)	3		
21	Light grayish-brown silty, slightly clayey Fine SAND (SM) (A-2-4)	4		
20		5		
19		6		
18		7		



DRIGGERS ENGINEERING SERVICES INCORPORATED

HAND AUGER BORING LOG				
PROJECT: Moccasin Wallow Road Widening Segment 2 Manatee County, Florida Project No.: DES 208603		CLIENT: Stantec Consulting Services		
TECHNICIAN: G.F.		WATER TABLE: 4.7'	DATE: 2/17/23	
LOCATION: See Plate I-A		DATE: 2/17/23	COMPLETION DEPTH: 6.0'	
		TEST NUMBER: HA-6		
ELEV. (FT)	DESCRIPTION	DEPTH (FT)	SYMBOL	REMARKS
27	Grayish-brown slightly silty Fine SAND (SP-SM) (A-3)	0	[Symbol: Dotted pattern]	Surface Elevation: +27.4+/-'
26	Gray Fine SAND (SP) (A-3)	1		
		2		
25	Light gray Fine SAND (SP) (A-3)			
24	Dark grayish-brown Fine SAND (SP) (A-3)	3		
23	Brown Fine SAND (SP) (A-3)	4		
22		5		
21		6		
		7		



DRIGGERS ENGINEERING SERVICES INCORPORATED

HAND AUGER BORING LOG				
PROJECT: Moccasin Wallow Road Widening Segment 2 Manatee County, Florida Project No.: DES 208603		CLIENT: Stantec Consulting Services		
TECHNICIAN: G.F.		WATER TABLE: 4.2'	DATE: 2/17/23	
LOCATION: See Plate I-A		DATE: 2/17/23	COMPLETION DEPTH: 6.0'	
		TEST NUMBER: HA-7		
ELEV. (FT)	DESCRIPTION	DEPTH (FT)	SYMBOL	REMARKS
	Grayish-brown Fine SAND with roots (SP) (A-3)	0		Surface Elevation: +27.9+/-'
27	Dark grayish-brown Fine SAND with trace of shell (SP) (A-3)	1		
26	Tan slightly silty Fine SAND with shell (SP-SM) (A-3)	2		
25	Light gray Fine SAND (SP) (A-3)	3		
24	Dark grayish-brown Fine SAND (SP) (A-3)	4		
23		5		
22	Brown silty, slightly clayey Fine SAND (SM) (A-2-4)	6		
21		7		



DRIGGERS ENGINEERING SERVICES INCORPORATED

HAND AUGER BORING LOG			
PROJECT: Moccasin Wallow Road Widening Segment 2 Manatee County, Florida Project No.: DES 208603	CLIENT: Stantec Consulting Services		
TECHNICIAN: G.F.	WATER TABLE: N/A	DATE: 2/17/23	
	DATE: 2/17/23	COMPLETION DEPTH: 6.0'	
LOCATION: See Plate I-A	TEST NUMBER: HA-8		

ELEV. (FT)	DESCRIPTION	DEPTH (FT)	SYMBOL	REMARKS
	Grayish-brown slightly silty Fine SAND with roots and limestone fragments (SP-SM) (A-3)	0	[Symbol: Dotted pattern]	Surface Elevation: +25.8+/-'
25	Gray Fine SAND (SP) (A-3)	1	[Symbol: Dotted pattern]	
	Light gray Fine SAND (SP) (A-3)		[Symbol: Dotted pattern]	
24	Brown Fine SAND (SP) (A-3)	2	[Symbol: Diagonal lines]	
	Grayish-brown and orange clayey Fine SAND (SC) (A-2-6)		[Symbol: Diagonal lines]	
23		3	[Symbol: Diagonal lines]	
			[Symbol: Diagonal lines]	
22		4	[Symbol: Diagonal lines]	
			[Symbol: Diagonal lines]	
21	Dark grayish-brown clayey Fine SAND (SC) (A-2-6)	5	[Symbol: Diagonal lines]	
			[Symbol: Diagonal lines]	
20		6	[Symbol: Diagonal lines]	Note: Water Table not encountered above shallow clayey soils.
			[Symbol: Diagonal lines]	
19		7	[Symbol: Diagonal lines]	

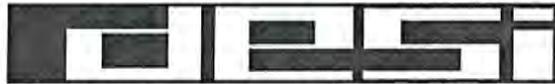


DRIGGERS ENGINEERING SERVICES INCORPORATED

HAND AUGER BORING LOG

PROJECT: Moccasin Wallow Road Widening Segment 2 Manatee County, Florida Project No.: DES 208603		CLIENT: Stantec Consulting Services	
TECHNICIAN: G.F.		WATER TABLE: 4.7'	DATE: 2/17/23
LOCATION: See Plate I-A		DATE: 2/17/23	COMPLETION DEPTH: 6.0'
		TEST NUMBER: HA-9	

ELEV. (FT)	DESCRIPTION	DEPTH (FT)	SYMBOL	REMARKS		
25	Gray Fine SAND with roots (SP) (A-3)	0		Surface Elevation: +25.4+/-'		
24	Brown Fine SAND (SP) (A-3)	1				
23	Brown and tan Fine SAND (SP) (A-3)	2				
22	Brown Fine SAND (SP) (A-3)	3				
21	Light brown Fine SAND (SP) (A-3)	4				
20	Orangish-brown silty Fine SAND with trace of cemented fragments and shell (SM) (A-2-4)	5				
19		6				
		7				



DRIGGERS ENGINEERING SERVICES INCORPORATED

HAND AUGER BORING LOG

PROJECT: Moccasin Wallow Road Widening Segment 2 Manatee County, Florida Project No.: DES 208603		CLIENT: Stantec Consulting Services	
TECHNICIAN: G.F.		WATER TABLE: 2.9'	DATE: 2/24/23
LOCATION: See Plate I-A		DATE: 2/24/23	COMPLETION DEPTH: 6.0'
		TEST NUMBER: HA-10	

ELEV. (FT)	DESCRIPTION	DEPTH (FT)	SYMBOL	REMARKS
25	Gray Fine SAND with roots (SP) (A-3)	0	[Symbol: Gray Fine Sand with roots]	Surface Elevation: +25.1+/-'
	Gray Fine SAND with shell and rock fragments and trace of roots (SP) (A-3)			
24	Dark gray slightly silty Fine SAND (SP-SM) (A-3)	1	[Symbol: Dark gray slightly silty Fine Sand]	
23		2		
22		3		
21	Light gray Fine SAND (SP) (A-3)	4	[Symbol: Light gray Fine Sand]	
20	Brown clayey Fine SAND (SC) (A-2-6)	5	[Symbol: Brown clayey Fine Sand]	
19		6		
18		7		



DRIGGERS ENGINEERING SERVICES INCORPORATED

HAND AUGER BORING LOG				
PROJECT: Moccasin Wallow Road Widening Segment 2 Manatee County, Florida Project No.: DES 208603		CLIENT: Stantec Consulting Services		
TECHNICIAN: G.F.		WATER TABLE: N/A	DATE: 2/24/23	
LOCATION: See Plate I-A		DATE: 2/24/23	COMPLETION DEPTH: 6.0'	
		TEST NUMBER: HA-11		
ELEV. (FT)	DESCRIPTION	DEPTH (FT)	SYMBOL	REMARKS
25	Gray Fine SAND with roots (SP) (A-3)	0	[Symbol: Dotted]	Surface Elevation: +25.2+/-'
		1	[Symbol: Dotted]	
24	Grayish-brown and orange clayey Fine SAND with seam of brown Fine SAND (SC/SP) (A-2-6/A-3)		[Symbol: Diagonal lines]	
		2	[Symbol: Diagonal lines]	
23	Orangish-brown and tan silty, clayey Fine SAND (SM-SC) (A-2-6)		[Symbol: Diagonal lines]	
		3	[Symbol: Diagonal lines]	
22				
	Dark gray Fine SAND (SP) (A-3)		[Symbol: Dotted]	
		4	[Symbol: Dotted]	
21	Dark gray slightly silty Fine SAND (SP-SM) (A-3)		[Symbol: Dotted]	
		5	[Symbol: Dotted]	
20				
		6	[Symbol: Dotted]	
19				
		7	[Symbol: Dotted]	

Note: Water Table not encountered above shallow clayey soils.



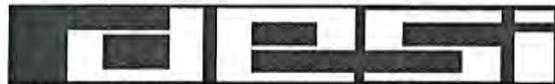
DRIGGERS ENGINEERING SERVICES INCORPORATED

HAND AUGER BORING LOG				
PROJECT: Moccasin Wallow Road Widening Segment 2 Manatee County, Florida Project No.: DES 208603		CLIENT: Stantec Consulting Services		
TECHNICIAN: G.F.		WATER TABLE: N/A	DATE: 2/17/23	
LOCATION: See Plate I-A		DATE: 2/17/23	COMPLETION DEPTH: 6.0'	
		TEST NUMBER: HA-12		
ELEV. (FT)	DESCRIPTION	DEPTH (FT)	SYMBOL	REMARKS
25	Dark grayish-brown Fine SAND with roots (SP) (A-3)	0		Surface Elevation: +25.3+/-'
	Brown slightly silty Fine SAND with shell and trace of roots (SP-SM) (A-3)			
24	Brown Fine SAND with pockets of clayey Fine SAND (SP/SC) (A-3/A-2-6)	1		
	Gray Fine SAND (SP) (A-3)			
23		2		
	Brown slightly silty Fine SAND (SP-SM) (A-3)			
22	Brown clayey Fine SAND (SC) (A-2-6)	3		
		4		
21		5		
20		6		
19	Tan silty Fine SAND with cemented fragments (SM) (A-2-4)	6		Note: Water Table not encountered above shallow clayey soils.
		7		



DRIGGERS ENGINEERING SERVICES INCORPORATED

ASPHALT CORE/HAND AUGER BORING LOG				
PROJECT: Moccasin Wallow Road Widening Segment 2 Manatee County, Florida Project No.: DES 208603		CLIENT: Stantec Consulting Services		
TECHNICIAN: G.F.		WATER TABLE: 4.3'	DATE: 2/24/23	
LOCATION: See Plate I-B		DATE: 2/24/23	COMPLETION DEPTH: 6.0'	
		TEST NUMBER: A-2		
ELEV. (FT)	DESCRIPTION	DEPTH (FT)	SYMBOL	REMARKS
26	6-1/2" Asphalt Pavement	0		Surface Elevation: +26.0+/-'
	7-1/2" Cream Colored Limerock Base			
25	Brown Fine SAND (SP) (A-3)	1		
24	Dark grayish-brown Fine SAND (SP) (A-3)	2		
	Gray Fine SAND (SP) (A-3)			
23	Light grayish-brown Fine SAND (SP) (A-3)	3		
	Brown Fine SAND (SP) (A-3)			
22		4		
21		5		
	Light brown silty Fine SAND (SM) (A-2-4)			
20		6		
19		7		



DRIGGERS ENGINEERING SERVICES INCORPORATED

ASPHALT CORE/HAND AUGER BORING LOG				
PROJECT: Moccasin Wallow Road Widening Segment 2 Manatee County, Florida Project No.: DES 208603		CLIENT: Stantec Consulting Services		
TECHNICIAN: G.F.		WATER TABLE: 3.7'	DATE: 2/24/23	
LOCATION: See Plate I-B		DATE: 2/24/23	COMPLETION DEPTH: 6.0'	
		TEST NUMBER: A-3		
ELEV. (FT)	DESCRIPTION	DEPTH (FT)	SYMBOL	REMARKS
	5-5/8" Asphalt Pavement	0		Surface Elevation: +27.7+/-'
27	5-3/8" Cream Colored Limerock Base			
	Brown Fine SAND with shell (SP) (A-3)	1		
26	Dark gray Fine SAND (SP) (A-3)	2		
25		3		
24	Light brown Fine SAND (SP) (A-3)	4		
23	Light grayish-brown Fine SAND (SP) (A-3)	5		
22		6		
21		7		



DRIGGERS ENGINEERING SERVICES INCORPORATED

ASPHALT CORE/HAND AUGER BORING LOG				
PROJECT: Moccasin Wallow Road Widening Segment 2 Manatee County, Florida Project No.: DES 208603		CLIENT: Stantec Consulting Services		
TECHNICIAN: G.F.		WATER TABLE: 5.1'	DATE: 2/24/23	
LOCATION: See Plate I-A		DATE: 2/24/23	COMPLETION DEPTH: 6.0'	
		TEST NUMBER: A-4		
ELEV. (FT)	DESCRIPTION	DEPTH (FT)	SYMBOL	REMARKS
27	5-3/4" Asphalt Pavement	0		Surface Elevation: +27.0+/-'
	6-1/4" Cream Colored Limerock Base			
26	Tan Fine SAND with shell (SP) (A-3)	1		
	Grayish-brown Fine SAND (SP) (A-3)			
25	Dark grayish-brown Fine SAND (SP) (A-3)	2		
24	Gray Fine SAND (SP) (A-3)	3		
23	Brown Fine SAND (SP) (A-3)	4		
22		5		
	Grayish-brown clayey Fine SAND (SC) (A-2-6)			
21		6		
20		7		



DRIGGERS ENGINEERING SERVICES INCORPORATED

ASPHALT CORE/HAND AUGER BORING LOG				
PROJECT: Moccasin Wallow Road Widening Segment 2 Manatee County, Florida Project No.: DES 208603		CLIENT: Stantec Consulting Services		
TECHNICIAN: G.F.		WATER TABLE: N/A	DATE: 2/24/23	
LOCATION: See Plate I-A		DATE: 2/24/23	COMPLETION DEPTH: 6.0'	
		TEST NUMBER: A-5		
ELEV. (FT)	DESCRIPTION	DEPTH (FT)	SYMBOL	REMARKS
27	3" Asphalt Pavement	0		Surface Elevation: +27.0+/-'
	13" Cream Colored Limerock Base			
26		1		
	Dark grayish-brown Fine SAND (SP) (A-3)			
25		2		
24	Gray Fine SAND (SP) (A-3)	3		
23	Grayish-brown and orangish-brown clayey Fine SAND (SC) (A-2-6)	4		
22	Grayish-brown and orange silty, slightly clayey Fine SAND (SM) (A-2-4)	5		
21		6		Note: Water Table not encountered above shallow clayey soils.
20		7		



DRIGGERS ENGINEERING SERVICES INCORPORATED

ASPHALT CORE/HAND AUGER BORING LOG				
PROJECT: Moccasin Wallow Road Widening Segment 2 Manatee County, Florida Project No.: DES 208603		CLIENT: Stantec Consulting Services		
TECHNICIAN: G.F.		WATER TABLE: N/A	DATE: 2/24/23	
LOCATION: See Plate I-A		DATE: 2/24/23	COMPLETION DEPTH: 6.0'	
		TEST NUMBER: A-6		
ELEV. (FT)	DESCRIPTION	DEPTH (FT)	SYMBOL	REMARKS
	6-1/8" Asphalt Pavement	0		Surface Elevation: +25.9+/-'
	3-7/8" Cream Colored Limerock Base			
25	Brown slightly silty Fine SAND with trace of shell (SP-SM) (A-3)	1		
	Dark gray Fine SAND (SP) (A-3)			
24	Dark gray Fine SAND with roots (SP) (A-3)	2		
	Gray Fine SAND (SP) (A-3)			
23	Gray Fine SAND (SP) (A-3)	3		
	Dark brown slightly silty Fine SAND with finely divided organic material (SP-SM) (A-3)	4		
21	Brown clayey Fine SAND (SC) (A-2-6)	5		
20	Orangish-brown silty, clayey Fine SAND (SM-SC) (A-2-6)	6		
19		7		Note: Water Table not encountered above shallow clayey soils.

SUMMARY OF LABORATORY TESTING RESULTS

SUMMARY OF LABORATORY TEST RESULTS

BORING NO.	DEPTH (ft)	DESCRIPTION	W %	Y _d (pcf)	G _s	ATTERBERG LIMITS			P.P. (tsf)	U.C.	CON.	G.S.	ORG. (%)	pH	Cl. (ppm)	SO ₄ (ppm)	RES. (ohm-cm)
						LL	PL	PI									
A-5	3.8-4.6	Grayish-brown and orangish-brown clayey Fine SAND	23.1			42	19	23				** 25.3					
A-6	3.8-4.6	Dark brown slightly silty Fine SAND with finely divided organic material										2.7					
HA-4	0.7-2.0	Brown silty, clayey Fine SAND	17.3			37	18	19				** 17.4					
HA-8	2.0-4.8	Grayish-brown and orange clayey Fine SAND	22.6			46	17	29				** 22.1					
HA-10	4.3-6.0	Brown clayey Fine SAND	18.6			30	19	11				** 16.5					

- | | |
|------------------------------------|---|
| W % = Water Content | Con. = Consolidation Test |
| Y _d (pcf) = Dry Density | G.S. (+1) = Grainsize Analysis (Hydrometer) |
| G _s = Specific Gravity | ORG. (%) = Organic Content |
| LL = Liquid Limit | Cl. (ppm) = Total Chloride |
| PL = Plastic Limit | SO ₄ (ppm) = Total Sulfate |
| PI = Plasticity Index | RES. (ohm-cm) = Lab Resistivity |
| P.P. (tsf) = Pocket Penetrometer | * = See Test Curves |
| U.C. = Unconfined Compression | ** = Percent Passing No. 200 Sieve |

CLIENT: Stantec Consulting Services

PROJECT: Moccasin Wallow Road Widening, Segment 2, Manatee County, Florida

FILE: DES 208603

BID ATTACHMENT 13, FDOT-447300-2 EXECUTED STATE FUNDED GRANT AGREEMENT

To: Holli.Linck@dot.state.fl.us

**FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL**

G2J59

5/3/2023

CONTRACT INFORMATION

Contract:	G2J59
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	MANATEE COUNTY BOCC
Vendor ID:	F596000727156
Beginning Date of This Agreement:	05/02/2023
Ending Date of This Agreement:	06/30/2027
Contract Total/Budgetary Ceiling:	ct = \$7,500,000.00
Description:	Moccasin Wallow Road Expansion - Segment 2

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 5/3/2023

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55014010106
Expansion Option:	AK
Object Code:	751000
Amount:	\$7,500,000.00
Financial Project:	44730025401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2023
Budget Entity:	55150200
Category/Category Year:	088862/23
Amendment ID:	0001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: \$7,500,000.00

RESOLUTION R-22-201

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA; CONSENTING TO AND APPROVING A STATE-FUNDED GRANT AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF ROADWAY IMPROVEMENTS ON MOCCASIN WALLOW ROAD SEGMENT 2; AUTHORIZING EXECUTION OF THE AGREEMENT; MAKING RELATED FINDINGS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Manatee County (County) is preparing to construct approximately 1.6 miles of roadway improvements to Moccasin Wallow Road Segment 2 (Project) including widening and extension, to connect from west of Sawgrass Road to east of Summerwoods Drive, as a four-lane facility with bike lanes, median, curb and gutter, sidewalk, trail and street lighting; and

WHEREAS, the Project will benefit the County, its citizens, taxpayers, and businesses; and

WHEREAS, the State of Florida (State) has authorized a \$7,500,000 grant to the County to assist with the Project: and

WHEREAS, to receive the grant funds from the State, the County must enter into a State-Funded Grant Agreement (Agreement) with the Florida Department of Transportation (FDOT), and

WHEREAS, as evidence of the County's official authorization and approval of the Agreement, a resolution must be passed authorizing execution of the Agreement on behalf of the County; and

WHEREAS, the Board of County Commissioners of Manatee County, Florida, (Board) finds the terms and conditions of the Agreement, attached hereto as Exhibit A and by reference incorporated herein, acceptable, and reasonable; and

WHEREAS, the Board finds that it is in the County's best interest to execute the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Manatee County, Florida, that:

1. The recitals set forth above are hereby adopted as findings of the Board and are incorporated herein by reference.

Resolution R-22-201

2. The Board hereby consents to and approves the Agreement.
3. The Chairperson or Vice Chairperson of the Board is hereby authorized to execute the Agreement.
4. The County Administrator or his designee is hereby authorized to attach a fully executed copy of this Resolution to the Agreement as Exhibit D and transmit the Agreement and this Resolution to the FDOT.
5. The County Administrator or his designee is authorized to take such further action as is necessary and appropriate to proceed in accordance with the terms and conditions of the Agreement.
6. The provisions of this Resolution shall supersede the provisions of any other rule, policy, or Resolution that conflicts with and cannot be harmonized or reconciled with the provisions of this Resolution.
7. If any one or more of the provisions of this Resolution should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Resolution, which remaining provisions shall continue in full force and effect, provided that the remaining provisions can be given legal effect absent the invalid portions.
8. This Resolution shall be effective immediately upon adoption.

DULY ADOPTED with a quorum present and voting this the 6th day of December, 2022.



BOARD OF COUNTY COMMISSIONERS OF
MANATEE COUNTY, FLORIDA

By: [Signature]
Chairperson

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: [Signature]
Deputy Clerk

STATE OF FLORIDA, COUNTY OF MANATEE
This is to certify that the foregoing is a true and correct copy of the document on file in my office.

<input checked="" type="checkbox"/> No redactions	<input type="checkbox"/> Redacted pursuant to law
<input checked="" type="checkbox"/> Full Document	<input type="checkbox"/> Page ___ of ___
<input checked="" type="checkbox"/> Not LOA	<input type="checkbox"/> Letter of Administration in full force and effect

Witness my hand and official seal dated 12/13/22
MANATEE COUNTY CLERK OF COURT
By: [Signature]
Deputy Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-80
PROGRAM MANAGEMENT
05/21

FPN: <u>447300-2-54-01</u>	Fund: <u>GR 23</u>	FLAIR Category: _____
	Org Code: <u>55014010106</u>	FLAIR Obj: <u>751000</u>
FPN: _____	Fund: _____	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
County No: <u>13 - Manatee County</u>	Contract No: <u>G2J59</u>	Vendor No: <u>F596000727031</u>

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on 5/4/2023
(This date to be entered by DOT only)
 by and between the State of Florida Department of Transportation, ("Department"), and Manatee County, a political subdivision of the State of Florida, ("Recipient"). The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and *(select the applicable statutory authority for the program(s) below)*:
 - Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
 - Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
 - Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - Chapter 2021-36, Laws of Florida , Specific Appropriation 1915A , CFSA 55.039

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the Construction and Construction Engineering & Inspection (CEI) services for the Moccasin Wallow Road Expansion - Segment 2, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 6/30/2027. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
05/21

Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
 - a. The estimated cost of the Project is \$15,000,000 (Fifteen Million Dollars). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$7,500,000 (Seven Million Five Hundred Thousand Dollars) and, additionally the Department's participation in the Project shall not exceed N/A% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
05/21

- ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, **Contract Payment Requirements**.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
05/21

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
05/21

- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders,

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
05/21

construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-80
PROGRAM MANAGEMENT
05/21

limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

shall

shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
05/21

financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
05/21

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
05/21

- 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 a contract with any public entity; and may not transact business with any public entity.
- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
 - d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
 - e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
 - f. The Recipient shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
 - g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
05/21

employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subcontracting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-80
PROGRAM MANAGEMENT
05/21

shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. Exhibits A, B, D, F, and J are attached to and incorporated into this Agreement.
- b. The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
05/21

- c. Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- e. A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- f. The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

g. Exhibit and Attachment List

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- *Exhibit C: Engineer's Certification of Compliance
- Exhibit D: Recipient Resolution
- Exhibit F: Contract Payment Requirements
- *Exhibit H: Alternative Advance Payment Financial Provisions
- Exhibit J: State Financial Assistance (Florida Single Audit Act)
- *Exhibit K: Advance Project Reimbursement
- *Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): _____

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected

The remainder of this page intentionally left blank.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
05/21

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT Manatee County, a political subdivision
of the State of Florida

By: *Kevin Van Ostenbridge*
Name: Kevin Van Ostenbridge
Title: Chairman

12/6/22

ATTEST: ANGELINA COLONNESO
Clerk of the Circuit Court

By: *Angie Colonneso*
Deputy Clerk



STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

DocuSigned by:
Nicole E. Mills
Name: NICOLE E MILLS
Title: Interim Director of Transportation Development

Legal Review:

DocuSigned by:
Don Conway
By: Don Conway
Name: Don Conway DS
DC

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 447300-2-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and Manatee County, a political subdivision of the State of Florida (the Recipient)

PROJECT LOCATION:

- The project is on the National Highway System.
- The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 1.563 miles

PROJECT DESCRIPTION: Moccasin Wallow Road Expansion - Segment 2

The general objective is for Manatee County to provide contract administration, management services, construction engineering and inspection services and quality acceptance reviews of all work associated with the construction of the associated improvements. The services performed shall be in accordance with the approved plans, or as revised, as necessary, by Manatee County Public Works, and the Manatee County Public Works Standards - Part 3 - Highway & Traffic Standards Manual and Manual of Uniform Minimum Standards for Design, Construction and Maintenance (Florida Greenbook). Construction within FDOT right of way shall meet or exceed FDOT Roadway and Traffic Design standards (latest revision) and FDOT Standard Specifications for Road and Bridge Construction (latest revision), unless otherwise noted. The intent of this project is to construct approximately 1.563 miles of roadway improvements to Moccasin Wallow Road. Drainage infrastructure and stormwater management systems will also be constructed. The roadway improvements to Moccasin Wallow Road will include widening and extension to connect from west of Sawgrass Road to east of Summerwoods Drive as a four-lane facility with bike lanes, median, curb and gutter, sidewalk, trail and street lighting.

Specifically and non inclusive, the following are included in the Scope of Services:

1. Construct approximately 1.563 miles of roadway improvements to Moccasin Wallow Road.
2. Milling and resurfacing, reconstruction or construction of pavement structure, as appropriate.
3. Provide signing and pavement markings to meet the latest MUTCD standards.
4. Maintain existing traffic during the entire construction period.
5. Provide Construction Engineering and Inspection (CEI) and Quality Assurance Engineering to document construction as per specifications.
6. Construct or reconstruct, as appropriate, sideroad and driveway turnouts.
7. Coordination with utility owners during construction will be required to determine and avoid potential impacts. Where unavoidable, disposition of the utility conflicts should be coordinated.
8. Assure all surveying and mapping products and services comply with pertinent Florida Statutes and the Florida Administrative Code.
9. Identifying and obtaining any geotechnical investigation, analysis and design dictated by the project needs. All geotechnical work necessary shall be performed in accordance with the governing regulations.
10. Acquisition of all applicable stormwater and environmental permits in accordance with Chapter 62-25, Regulation of Storm water Discharge, Florida Administrative Code; Chapter 373 and 403, Florida Statutes; Chapters 40 and 62, Florida Administrative Code; Rivers and Harbors Act of 1899; Section 404 of the Clean Water Act; and parts 114 and 115, Title 33, Code of Federal Regulations. In addition, permitting required by local agencies shall be prepared in accordance with their specific regulations. Acquisition includes all associated permit fees.

11. Coordinate construction activities with other construction projects that are impacted by or impact this project. This includes projects under the jurisdiction of local governments or other regional and state agencies.
12. Provide, upon completion of construction, Final As-built Construction Plans, signed and sealed by a Professional Engineer, registered in the State of Florida.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Design to be completed on or before December 31, 2023
- b) Right-of-Way to be certified on or before December 31, 2023
- c) Construction contract to be let on or before December 31, 2024
- d) Construction to be completed by June 30, 2027

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Upon receipt of an invoice, the Department will have twenty, (20) working days to review and approve the goods and services submitted for payment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

**EXHIBIT B
 SCHEDULE OF FINANCIAL ASSISTANCE**

RECIPIENT NAME & BILLING ADDRESS: Manatee County 1022 26 th Ave E Bradenton, FL 34208		FINANCIAL PROJECT NUMBER: 447300-2-54-01			
PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			Indicate source of Local funds
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	
Design- Phase 34	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Design Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Right-of-Way- Phase 44	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction- Phase 54	Maximum Department Participation (GR23)	\$15,000,000.00	\$7,500,000.00	\$7,500,000.00	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY: 23	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Cost		\$15,000,000.00 %	\$7,500,000.00 %	\$7,500,000.00 %	
Construction Engineering and Inspection - Phase 64	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
(Phase :)	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
TOTAL COST OF THE PROJECT		\$15,000,000.00	\$7,500,000.00	\$7,500,000.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Holly Linck
 District Grant Manager Name

Holly Linck 12/1/22
 Signature Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and Manatee County

PROJECT DESCRIPTION: Moccasin Wallow Road Expansion - Segment 2

FPID#: 447300-2-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____
Name: _____
Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____ P.E.
Name: _____
Date: _____

SEAL:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS****Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

- State Project Title and CSFA Number:**
- County Incentive Grant Program (CIGP), (CSFA 55.008)
 - Small County Outreach Program (SCOP), (CSFA 55.009)
 - Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - Chapter 2021-36, LOF, Specific Appropriation, CFSA Number 55.039

***Award Amount:** \$7,500,000.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>



Florida Department of Transportation

RON DESANTIS
GOVERNOR

801 North Broadway
Bartow, Florida 33830

JARED W. PERDUE, P.E.
SECRETARY

MEMORANDUM

Date: January 27, 2023

To: L.K. Nandam, P.E., District Secretary

From: John M. Kubler, P.E., Director of Transportation Development

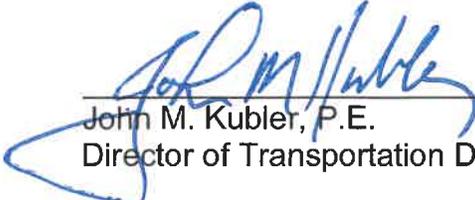
Copies: Greg Bowne, Melissa Slater, Nicole Mills, Abra Horne, Kevin Ingle

Subject: Delegation of Authority for John Kubler

Effective February 3, 2023, I will be serving as the Interim District Secretary for District One. During this period, Nicole Mills, P.E., Intermodal Systems Development Administrator will serve as the Interim Director of Transportation Development.

Therefore, I delegate Nicole Mills, P.E., as the Interim Director of Transportation Development, to act on behalf of the Director of Transportation Development and sign all documents except for Human Resources related items such as hire packages, telework agreements, etc. which I will retain in my court. Signature should be made "in your name for the Interim Director of Transportation Development".

This delegation will remain in effect from Friday, February 3, 2023 through May 31, 2023, unless rescinded.



John M. Kubler, P.E.
Director of Transportation Development

Improve Safety, Enhance Mobility, Inspire Innovation

**SECTION D, SAMPLE CONSTRUCTION AGREEMENT WITH GENERAL
CONDITIONS OF THE CONSTRUCTION AGREEMENT AND AGREEMENT
EXHIBITS**

CONSTRUCTION AGREEMENT NO. _____

for

STIPULATED SUM

between

MANATEE COUNTY (AS OWNER)

and

_____ (AS CONTRACTOR)

**CONSTRUCTION AGREEMENT FOR
STIPULATED SUM
[PROJECT NAME]**

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 [PROJECT DESCRIPTION], the aforementioned improvements being hereinafter referred to and defined as the “Project”; and

WHEREAS, in response to Owner’s Invitation for Bid Construction No. _____ (the “IFBC”), 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 ___ calendar 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 (to include not only the entire Work but any portion of the Work as set forth above), 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 because 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 five percent (5.00%). 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 five percent (5.00%);
 - 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 may, with the concurrence of the Architect/Engineer, reduce to two and one-half percent (2.5%) 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, and any subcontractor thereof, shall register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor or subcontractor. The Contractor hereby represents and warrants that it has, and shall remain throughout the duration of this Agreement, registered with, and uses and shall continue to use, the E-Verify system. The Contractor shall not enter into any contract with a subcontractor for services hereunder unless such subcontractor also has registered with and uses the E-Verify system. If the Contractor enters into a contract with a subcontractor, the subcontractor shall provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of this Agreement.

Pursuant to Section 488.095(5)(c)3, Florida Statutes, the Owner is authorized to terminate this Agreement if it has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, regarding the employment of someone not authorized to work by the immigration laws of the United States, the U.S. Attorney General, or the Secretary of the Department of Homeland Security. Such termination action is not considered a breach of contract.

J. Funds for Identification Documents

No funds provided by the Owner pursuant to this Agreement shall be used for the purpose of issuing an identification card or document to an individual who does not provide proof of lawful presence in the United States.

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 (10) 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. Public Records Law. The Contractor shall comply with the Florida Public Records Act (Chapter 119, Florida Statutes), and shall:

- A. Keep and maintain public records required by the Owner to perform the services called for in this Agreement.
- B. Upon request from the Owner's custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes 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 for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the Owner.
- D. Upon completion of this Agreement, transfer, at no cost, to the Owner all public records in possession of the Contractor or keep and maintain such public records. If the Contractor transfers all public records to the Owner upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE OWNER'S CUSTODIAN OF PUBLIC RECORDS AT 941-748-4501, EXT. 5845; LACY.PRITCHARD@MYMANATEE.ORG; POST OFFICE BOX 1000, BRADENTON, FLORIDA 34206.

21. 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

(Remainder of page intentionally left blank)

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: _____

Example

GENERAL CONDITIONS
of the
CONSTRUCTION AGREEMENT

Example

TABLE OF CONTENTS FOR GENERAL CONDITIONS

	<u>Page</u>
ARTICLE I -- DEFINITIONS	GC-1
1.1 Definitions	GC-1
A. Acceptance	GC-1
B. Application for Payment	GC-1
C. Architect/Engineer	GC-1
D. Change Order	GC-1
E. Construction Services.....	GC-1
F. Construction Team.....	GC-1
G. Contract Sum.....	GC-1
H. Contract Time	GC-1
I. Contractor’s Personnel.....	GC-1
J. Days	GC-1
K. Defective	GC-1
L. Field Directive.....	GC-2
M. Final Completion Date	GC-2
N. Float Time	GC-2
O. Force Majeure	GC-2
P. Notice to Proceed	GC-2
Q. Owner.....	GC-2
R. Owner’s Project Representative	GC-2
S. Payment and Performance Bond.....	GC-2
T. Permitting Authority	GC-2
U. Procurement Ordinance.....	GC-2
V. Progress Report	GC-2
W. Project	GC-2
X. Project Costs	GC-3
Y. Project Manager	GC-3
Z. Project Plans and Specifications	GC-3
AA. Project Schedule.....	GC-3
BB. Project Site	GC-3
CC. Subcontractor	GC-3
DD. Substantial Completion and Substantially Complete	GC-3
EE. Substantial Completion Date.....	GC-3
FF. Substitute.....	GC-3
GG. Unit Price Work	GC-3

HH.	Work	GC-3
II.	Work Directive Change.....	GC-4

ARTICLE II – RELATIONSHIP AND RESPONSIBILITIES..... GC-4

2.1	Relationship between Contractor and Owner	GC-4
A.	Purpose.....	GC-4
B.	Construction Team.....	GC-4
C.	Owner’s Reliance on Bid (or Guaranteed Maximum Price Addendum).....	GC-4
2.2	General Contractor Responsibilities	GC-4
A.	Personnel.....	GC-5
B.	Cooperation with Architect/Engineer.....	GC-5
C.	Timely Performance.....	GC-5
D.	Duty to Defend Work.....	GC-5
E.	Trade and Industry Terminology.....	GC-5
2.3	Project Schedule	GC-5
2.4	Construction Services	GC-6
A.	Construction of Project	GC-6
B.	Notice to Proceed	GC-7
C.	Quality of Work	GC-7
D.	Materials.....	GC-7
E.	Accountability for Work	GC-7
F.	Contract Sum.....	GC-7
G.	Governing Specifications	GC-7
H.	Adherence to Project Schedule	GC-8
I.	Superintendent	GC-8
J.	Work Hours.....	GC-8
K.	Overtime-Related Costs	GC-8
L.	Insurance, Overhead and Utilities	GC-8
M.	Cleanliness	GC-8
N.	Loading	GC-9
O.	Safety and Protection	GC-9
P.	Emergencies	GC-9
Q.	Substitutes	GC-9
R.	Surveys and Stakes.....	GC-10
S.	Suitability of Project Site	GC-10
T.	Project Specification Errors	GC-11
U.	Remediation of Contamination	GC-11
V.	Interfacing	GC-12
W.	Job Site Facilities	GC-12

X.	Weather Protection.....	GC-12
Y.	Payment and Performance Bond.....	GC-13
Z.	Construction Phase; Building Permit; Code Inspections.....	GC-13
(1)	Building Permit.....	GC-13
(2)	Code Inspections.....	GC-13
(3)	Contractor’s Personnel.....	GC-13
(4)	Lines of Authority.....	GC-14
AA.	Quality Control.....	GC-14
BB.	Management of Subcontractors.....	GC-14
CC.	Job Requirements.....	GC-14
DD.	As-Built Drawings.....	GC-16
EE.	Progress Reports.....	GC-16
FF.	Contractor’s Warranty.....	GC-16
GG.	Apprentices.....	GC-17
HH.	Schedule of Values.....	GC-17
II.	Other Contracts.....	GC-17

ARTICLE III -- COMPENSATION..... GC-18

3.1	Compensation.....	GC-18
A.	Adjustments.....	GC-18
B.	Valuation.....	GC-18
C.	Unit Price Work.....	GC-18
3.2	Schedule of Compensation.....	GC-19
A.	Periodic Payments for Services.....	GC-19
B.	Payment for Materials and Equipment.....	GC-19
C.	Credit toward Contract Sum.....	GC-19
3.3	Invoice and Payment.....	GC-19
A.	Invoices.....	GC-19
B.	Additional Information; Processing of Invoices.....	GC-19
C.	Architect/Engineer’s Approval.....	GC-19
D.	Warrants of Contractor with Respect to Payments.....	GC-19
E.	All Compensation Included.....	GC-20

ARTICLE IV-- SUBCONTRACTORS..... GC-20

4.1	Subcontracts.....	GC-20
A.	Subcontracts Generally.....	GC-20
B.	No Damages for Delay.....	GC-20
C.	Subcontractual Relations.....	GC-21
D.	Insurance; Acts and Omissions.....	GC-21

4.2	Relationship and Responsibilities	GC-21
4.3	Payments to Subcontractors; Monthly Statements	GC-21
A.	Payment.....	GC-21
B.	Final Payment of Subcontractors	GC-22
4.4	Responsibility for Subcontractors.....	GC-22
4.5	Contingent Assignment of Subcontracts	GC-22
ARTICLE V – CHANGES IN WORK		GC-22
5.1	General	GC-22
5.2	Minor Changes in the Work	GC-23
5.3	Emergencies	GC-23
5.4	Concealed Conditions.....	GC-23
5.5	Hazardous Materials	GC-23
5.6	Change Orders; Adjustments to Contract Sum.....	GC-24
A.	Change Orders Generally	GC-24
5.7	Owner-Initiated Changes	GC-24
5.8	Unauthorized Work	GC-25
5.9	Defective Work	GC-25
5.10	Estimates for Changes	GC-25
5.11	Form of Proposed Changes.....	GC-25
5.12	Changes to Contract Time	GC-25
ARTICLE VI – ROLE OF ARCHITECT/ENGINEER		GC-25
6.1	General	GC-25
A.	Retaining	GC-26
B.	Duties	GC-26
C.	Termination.....	GC-26
6.2	Administration.....	GC-26
A.	Site Visits	GC-26
B.	Reporting.....	GC-26
6.3	Interpretation of Project Plans and Specifications	GC-26
6.4	Rejection of Non-Conforming Work.....	GC-27
6.5	Correction of Work.....	GC-27
6.6	Timely Performance of Architect/Engineer.....	GC-27
ARTICLE VII – OWNER’S RIGHTS AND RESPONSIBILITIES.....		GC-27
7.1	Project Site; Title	GC-27
7.2	Project Plans and Specifications; Architect/Engineer.....	GC-27
7.3	Surveys; Soil Tests and Other Project Site Information	GC-28

7.4	Information; Communication; Coordination	GC-28
7.5	Governmental Body.....	GC-28
7.6	Pre-Completion Acceptance.....	GC-28
7.7	Ownership and Use of Drawings, Specifications and Other Instruments of Service.....	GC-29
7.8	Owner’s Project Representative	GC-29
A.	Responsibilities	GC-29
B.	Limitations	GC-30
ARTICLE VIII – RESOLUTION OF DISAGREEMENTS; CLAIMS FOR COMPENSATION		GC-30
8.1	Owner to Decide Disputes.....	GC-30
8.2	Finality.....	GC-31
8.3	No Damages for Delay	GC-31
8.4	Permitted Claims Procedure	GC-31
8.5	Contract Claims and Disputes	GC-32
8.6	Claims for Consequential Damages.....	GC-32
ARTICLE IX-- INDEMNITY		GC-32
9.1	Indemnity.....	GC-32
A.	Indemnification Generally.....	GC-32
B.	Indemnification; Enforcement Actions	GC-33
C.	Claims by Employees.....	GC-33
9.2	Duty to Defend	GC-33
ARTICLE X – ACCOUNTING RECORDS; OWNERSHIP OF DOCUMENTS.....		GC-33
10.1	Accounting Records	GC-33
10.2	Inspection and Audit.....	GC-33
10.3	Access.....	GC-34
10.4	Ownership of Documents	GC-34
ARTICLE XI – PUBLIC CONTRACT LAWS		GC-34
11.1	Equal Opportunity Employment.....	GC-34
A.	Employment	GC-34
B.	Participation	GC-34
11.2	Immigration Reform and Control Act of 1986	GC-34
11.3	No Conflict of Interest.....	GC-344
A.	No Interest in Business Activity.....	GC-35
B.	No Appearance of Conflict	GC-35
11.4	Truth in Negotiations.....	GC-35
11.5	Public Entity Crimes.....	GC-35

ARTICLE XII – FORCE MAJEURE, FIRE OR OTHER CASUALTY GC-35

12.1 Force Majeure.....GC-35

 A. Unavoidable DelaysGC-355

 B. Concurrent Contractor Delays.....GC-36

 C. Notice; MitigationGC-36

12.2 Casualty; Actions by Owner and ContractorGC-36

12.3 Approval of Plans and Specifications.....GC-37

12.4 Notice of Loss or DamageGC-37

ARTICLE XIII – REPRESENTATIONS, WARRANTIES AND COVENANTS..... GC-37

13.1 Representations and Warranties of ContractorGC-37

13.2 Representations of the Owner.....GC-39

ARTICLE XIV—TERMINATION AND SUSPENSION..... GC-41

14.1 Termination for Cause by OwnerGC-41

 A. Nonperformance.....GC-41

 B. InsolvencyGC-41

 C. IllegalityGC-41

 D. Rights of OwnerGC-41

14.2 Termination without Cause by Owner.....GC-42

 A. Release of Contractor.....GC-42

 B. Waiver of Protest.....GC-42

14.3 Suspension without CauseGC-42

14.4 Termination Based Upon Abandonment, Casualty or Force Majeure.....GC-42

14.5 Vacation of Project Site; Delivery of DocumentsGC-43

14.6 Termination by the ContractorGC-43

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 or limited liability company, registered and licensed to do business in the State of Florida, OR _____, an employee of Owner.

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. 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.

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

G. 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 (or Guaranteed Maximum Price Addendum), unless adjusted in accordance with the terms of the Contract Documents

H. 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.

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

J. 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.

K. 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).

L. 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.

M. 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.

N. Float Time: The time available in the Project Schedule during which an unexpected activity can be completed without delaying Substantial Completion of the Work.

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

P. 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.

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

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

S. 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.

T. 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.

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

V. 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.

W. 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.

X. 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.

Y. 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.

Z. 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.

AA. 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.

BB. 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.

CC. 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.

DD. 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 or any designated portion thereof.

EE. Substantial Completion Date: The date on which the Project or designated portion thereof 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.

FF. Substitute: Materials or equipment offered by the Contractor as an alternative to that set forth in the Project Plans and Specifications, where (i) the Project Plans and Specifications do not authorize an "approved equal", or (ii) the Owner, in its reasonable discretion, determines that a pre-authorized "approved equal" will result in a substantial change to the Work because of cost, quality or other difference in comparison to the materials or equipment specified.

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

HH. 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.

II. 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 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. Owner's Reliance on Bid (or Guaranteed Maximum Price Addendum). The Contractor acknowledges that the representations, statements, information and pricing contained in its Bid (or Guaranteed Maximum Price Addendum) 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 (or at the time of execution of the Guaranteed Maximum Price Addendum), 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 Agreement, 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 Agreement 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 (or Request for Proposal) and the Bid (or Guaranteed Maximum Price Addendum).

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, methods, techniques, sequences and procedures of construction. If a specific means, method, technique, sequence or procedure of construction is required by the Contract Documents, the Contractor may utilize an alternative means, method, technique, sequence or procedure acceptable to the Architect/Engineer if the Contractor submits sufficient information to allow the Architect/Engineer to determine that the alternative is equivalent to that required by the Contract Documents.

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. 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 Agreement, 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/Engineer charges, inspection costs and Owner staff time for any overtime work which may be authorized. Such additional charges shall be an obligation of Contractor and no extra payment shall be made by Owner because 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. Contractor's obligation to pay all overtime-related costs shall not apply if Contractor is directed by Owner to work overtime solely for Owner's convenience.

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 all applicable federal, state and 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 during 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 (or Guaranteed Maximum Price Addendum), but submitted after the effective date of the Agreement (or Guaranteed Maximum Price Addendum), 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 provision 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. If Substitute materials or equipment not included as part of the Bid (or Guaranteed Maximum Price Addendum), but proposed after the effective date of the Agreement, are accepted and are less costly than the originally specified materials or equipment, then the net difference in cost shall be credited to the Owner and an appropriate Change Order executed to adjust the Contract Sum.

- (1) 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.
- (2) 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 Agreement and all costs resulting from any delays in the Work while the Substitute was undergoing review.

R. Surveys and Stakes. The Contractor shall furnish, as part of the Contract Sum, 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 (or Guaranteed Maximum Price Addendum) 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 (or at the time of execution of the Guaranteed Maximum Price Addendum). 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, during 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 of more than 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 because of any delay of more than 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 Subcontractor 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 Project Site.

X. Weather Protection. The Contractor shall provide temporary enclosures of building areas 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. For Changes in the Work that result in an increase in the Contract Sum, Owner reserves the right to require the Contractor to secure and deliver additive riders to the Payment and Performance Bond.

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, 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 after 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, to include those parts of the Work 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 shall comply with the provisions of Chapter 446, Florida Statutes.

HH. Schedule of Values. Unit prices shall be established for this Agreement 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 amounts 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 a 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
 - (i) If Contractor believes that it has incurred additional expense as a result thereof; or
 - (ii) If Owner believes that the quantity variation entitles it to an adjustment in the unit price; or
 - (iii) 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; 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-subcontractors.

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 because 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 the Contractor disputes the Architect/Engineer's determination or recommendation, the Contractor may proceed as provided in Article VIII. If the Owner disputes the Architect/Engineer's determination or recommendation, the Owner may appeal directly to the Purchasing Official and shall thereafter follow the process set forth in Section 8.5.

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 Change Order or 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 (or Guaranteed Maximum Price proposal), 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 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.

5.8 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.

5.9 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.

5.10 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.

5.11 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.

5.12 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 to because 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. Based on 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. If 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. If 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 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 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 construed 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 (with the exception of matters pertaining to the interpretation of the Project Plans and Specifications which shall be resolved by the Architect/Engineer pursuant to Section 6.3) 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 if otherwise provided for in the Contract Documents.

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 the beginning of such occurrence. 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 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 hearing officer in accordance with Section 2-26-64 of the Manatee County Code of Laws shall be the final and conclusive 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 Agreement. 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, unless any of such damages or losses are covered by insurance placed by the Contractor; 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 assessment 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, 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. Indemnification; Enforcement Actions. The Contractor's duty to indemnify and hold harmless the Owner in Section 9.1 above shall extend to fines, penalties and costs incurred by the Owner as related to any enforcement action taken by local, state, regional or federal regulatory entities. The Owner may deduct any of such fines, penalties and costs as described in this Section from any unpaid amounts then or thereafter due the Contractor under the Contract Documents. Any of such fines, penalties and costs 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.

C. 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. Notwithstanding any other provisions within this Article IX, 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 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 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 obtainment of Substantial Completion or termination of the Agreement, all records, documents, tracings, plans, specifications, maps, evaluations, reports, transcripts and other technical data, other than working papers, prepared or developed by the Contractor 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 ensure 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 this Agreement, 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 this Agreement.

A. No Interest in Business Activity. By accepting award of this Agreement, 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 Agreement. The Contractor has provided the Affidavit of No Conflict, incorporated into the Contract Documents as Exhibit "C", as a material inducement for Owner entering the Agreement. 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 this Agreement, 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 Section 12.1.A. 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 based on 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 based on 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 each of the following.

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, and governmental agencies with jurisdictional interests will have access to the Work at reasonable times 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, 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 the schedule and shall not be entitled to an extension of the Contract Time or 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 temporarily exclude Contractor from all or part of the site, temporarily 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 for such duration as is reasonably necessary to correct the deficiency. 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 its obligations under the Contract Documents, including any obligation the Contractor assumes to perform Work with its 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 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 because 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 because 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 because 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.

Example

Exhibit A
Title(s) of Drawings

Example

Exhibit B
Title(s) of Specifications

Example

Exhibit C
Affidavit of No Conflict

Example

Exhibit D
Contractor's Certificate(s) of Insurance

Example

Exhibit E
Contractor's Payment and Performance Bond

Example

Exhibit F
Standard Forms

Example