



**INVITATION FOR BID
IFB # 16-1034CD
WARES CREEK PEDESTRIAN BRIDGE REPLACEMENT**

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

NON-MANDATORY INFORMATION CONFERENCE

In order to ensure all prospective bidders have sufficient information and understanding of Owner's needs, an Information Conference will be held at: **9:00 AM on January 29, 2016** at the **Manatee County Public Works Complex, 1022 26th Avenue East, Bradenton, FL 34208, Conference Room "A-B"**. Attendance is not mandatory, but is highly encouraged.

DEADLINE FOR CLARIFICATION REQUESTS: **5:00 PM on February 4, 2016**

Reference Bid Article A.06

BID OPENING TIME AND DATE DUE: **3:00 PM on February 12, 2016**

FOR INFORMATION CONTACT:

Chris Daley, CPPO, CPPB, Contract Specialist
(941) 749-3048

chris.daley@mymanatee.org

Manatee County Financial Management Department
Purchasing Division

AUTHORIZED FOR RELEASE: 

Table of Contents

IFB # 16-1034CD

Section A Information to Bidders	A-1-14
Section B Scope of Work.....	B-1-2
Section C Bid Summary.....	C-1-2
Section D Insurance and Bonding Requirements	D-1-7
Bid Form	Bid Form 1-3

Attachments:

Attachment A Bidder's Questionnaire	1-3
Attachment B Public Contracting & Environmental Crimes Certification.....	1-2
Attachment C The Florida Trench Safety Act	1
Attachment D ePayables Application.....	1

Technical Specifications	34 pages
Geotechnical Report (dated <u>May 2014</u>).....	12 pages
Plan Set (dated <u>January 2016</u>)	11 pages

Construction Agreement for Stipulated Sum.....	75 pages
------------------------------------------------	----------

SECTION A

INFORMATION TO BIDDERS

A.01 OPENING LOCATION

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

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

A.02 SEALED & MARKED

Bids shall be submitted in **duplicate, one original (marked Original) and one copy/copies (marked Copy)** of your **signed bid** shall be submitted in one **sealed** package, clearly marked on the outside **"Sealed Bid #16-1034CD- Wares Creek Pedestrian Bridge Replacement"** along with your company name.

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

Manatee County Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, Florida 34205
Sealed Bid #16-1034CD- Wares Creek Pedestrian Bridge

Replacement

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

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

A.03 SECURING BID DOCUMENTS

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

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

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

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

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

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

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

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

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

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

A.05 MODIFICATION OF BID DOCUMENTS

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

A.06 CLARIFICATION & ADDENDA

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

5:00 PM on February 4, 2016 shall be the deadline to submit to the Purchasing Division, in writing, all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this IFB.

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

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

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

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

A.07 LOBBYING

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

A.08 UNBALANCED BIDDING PROHIBITED

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

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

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

A.09 FRONT LOADING OF BID PRICING PROHIBITED

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

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

A.10 WITHDRAWAL OF BIDS

Bidders may withdraw bids as follows:

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

A.11 IRREVOCABLE OFFER

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

A.12 BID EXPENSES

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

A.13 RESERVED RIGHTS

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

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

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

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

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

A.14 APPLICABLE LAWS

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

A.15 COLLUSION

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

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

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

A.16 CODE OF ETHICS

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

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

A.17 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

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

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

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

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

A.18 BID FORMS

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

A.19 AGREEMENT FORMS

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

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

A.20 LEGAL NAME

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

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

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

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

A.21 DISCOUNTS

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

A.22 TAXES

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

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

A.23 DESCRIPTIVE INFORMATION

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

A.24 AUTHORIZED PRODUCT REPRESENTATION

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

A.25 ROYALTIES AND PATENTS

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

A.26 AMERICANS WITH DISABILITIES ACT

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

A.27 EQUAL EMPLOYMENT OPPORTUNITY

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

A.28 MBE/DBE

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

A.29 MATHEMATICAL ERRORS

Bid Forms without mathematical formulas:

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

Bid Forms with mathematical formulas:

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

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

A.30 SUBCONTRACTORS

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

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

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

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

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

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

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

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

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

A.31 DISCLOSURE

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

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

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

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

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

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

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

A.32 LOCAL PREFERENCE

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

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

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

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

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

A.33 VENDOR REGISTRATION

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

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

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

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

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

A.34 ENVIRONMENTAL SUSTAINABILITY

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

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

A.35 ePAYABLES

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

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

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

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

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

END OF SECTION A

SECTION B
SCOPE OF WORK

B.01 SCOPE OF WORK

The Work included in this Bid consists of furnishing all labor, materials, equipment and incidentals required to replace two (2) pedestrian bridges and associated sidewalks, ramps, ramps, railings, sodding, and rip rap across Wares Creek within the Bradenton Tropical Palms Mobile Home Park located within the City of Bradenton, FL as required by the specifications and plans included with this Invitation for Bids.

The Work for this project shall be done in accordance with the attached Technical Specifications, Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction (2015 Edition), and all Supplemental Specifications thereto except as amended under this Invitation for Bid.

The successful Bidder shall furnish all Shop Drawings, working drawings, labor, materials, equipment, tools, services and incidentals necessary to complete all Work required by the Invitation for Bids documents.

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

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

B.02 COMPLETION OF WORK

The Work will be completed and ready for final inspection within the specified calendar days from the date the contract time commences to run. Award shall be considered based on a construction completion date of **July 15, 2016**.

B.03 LIQUIDATED DAMAGES

If the successful bidder fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents, the Owner shall be entitled to retain or recover from the successful bidder, as liquidated damages and not as a penalty, the sum of **\$566.00** 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 Owner will incur as a result of delayed completion of the Work. The Owner may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due the successful bidder under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the successful bidder shall be payable to the Owner at the demand of the Owner, together with interest from the date of the demand at the maximum allowable rate.

B.04 CONTRACT CONTINGENCY WORK

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

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

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

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

END OF SECTION B

SECTION C

BID SUMMARY

C.01 MINIMUM QUALIFICATIONS OF BIDDERS

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

The Bidding Contractor (company supplying the Bid) shall have a minimum of three (3) years' experience in pedestrian bridge construction, which is the subject of this Invitation for Bid, to be considered for award.

C.02 BASIS OF AWARD

Award shall be to the lowest, responsive, responsible bidder having the lowest total offer for **completion of the project no later than July 15, 2016**, for the requirements listed on the Bid Form for the Work as set forth in this IFB. Bid prices shall include costs for furnishing all labor, equipment and/or materials for the completion of the Work in accordance with and in the manner set forth and described in the IFB documents to County's satisfaction within the prescribed time.

The County anticipates issuing a Notice to Proceed containing a start date of no later than March 1, 2016 within two weeks after the bid opening.

Any Bidder potentially receiving award of this Invitation for Bids shall confirm in writing prior to award of any contract that the construction completion time shall be no later than July 15, 2016.

Only one schedule for completion of the work shall be considered.

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

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

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

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

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

END OF SECTION C

SECTION D

INSURANCE AND BONDING REQUIREMENTS

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

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

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

Reviewed by Risk: _____

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

Certificate of Insurance Requirements:

- a. Certificates of insurance in duplicate evidencing the insurance coverage specified herein shall be filed with the Purchasing Division before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the bid number and title of the Project, and must read: For any and all work performed on behalf of Manatee County.
- b. **Additional Insured:** The Automobile Liability and Commercial General Liability policies provided by the successful bidder to meet the requirements of this IFB shall name Manatee County, Board of County Commissioners, as an additional insured as to the operations of the successful bidder under this IFB and shall contain severability of interests provisions.
- c. In order for the certificate of insurance to be accepted it **must** comply with the following:
1. The "Certificate Holder" shall be:
**Manatee County
Board of County Commissioners
Bradenton, FL
IFB# 16-1034CD, Wares Creek Pedestrian Bridge Replacement
For any and all work performed on behalf of Manatee County.**
 2. Certificate shall be mailed to:
**Manatee County Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205
Attn: Chris Daley, CPPO, CPPB, Contract Specialist**

BONDING REQUIREMENTS

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

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

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

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

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

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

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

BIDDER'S INSURANCE STATEMENT

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

Bidder Name: _____ Date: _____

Bidder's Signature: _____

Print Name: _____

Insurance Agency: _____

Agent Name: _____ Agent Phone: _____

Please return this completed and signed statement with your bid.

BID FORM
(Submit in duplicate)

For: IFB #16-1034CD- Wares Creek Pedestrian Bridge Replacement

Total Offer: _____
Based on a completion date of July 15, 2016

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

Award shall be based on Contractor's guarantee for completion of the Work no later than July 15, 2016.

As bidder, we understand that the IFB documents, in its entirety, shall be made a part of any resulting Agreement between Manatee County and the successful bidder. Failure to enter into an Agreement shall result in default, whereupon, the defaulting successful bidder shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by County, and agrees to forfeit his/her bid bond.

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

Bidder's Name: _____

Mailing Address: _____

Telephone: () _____ Fax: () _____

Email Address: _____

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

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

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

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

Authorized Signature(s): _____

Name and Title of Above Signer(s): _____

Date: _____

BID FORM

(Submit in Duplicate)

WARES CREEK PEDESTRIAN BRIDGE REPLACEMENT**Bid Based on Completion of Work no later than July 15, 2015**

ITEM NO.	FDOT Item No.	DESCRIPTION	EST. QTY.	U/M	BID PRICE PER UNIT (\$)	TOTAL BID PRICE (\$)
1	101-1	Mobilization	1.00	LS	\$	\$
2	102-1	Maintenance of Traffic	1.00	LS	\$	\$
3	104-11	Floating Turbidity Barrier	220.00	LF	\$	\$
4	104-10-3	Staked Silt Fence (Type III)	590.00	LF	\$	\$
5	110-1-1	Clearing and Grubbing	1.00	LS	\$	\$
6	120-1	Regular Excavation	40.00	CY	\$	\$
7	120-2-2	Borrow Excavation, Truck Measure	75.00	CY	\$	\$
8	400-2-5	Class II Concrete	82.00	CY	\$	\$
9	460-5	Prefabricated Aluminum Pedestrian Bridges	1.00	LS	\$	\$
8	500-72	Handrail Aluminum (Remove and Re-Install)	52.00	LF	\$	\$
9	515-2-231	Pedestrian/Bicycle Railing	185.00	LF	\$	\$
10	522-1	Concrete Sidewalk and Driveways, 4" Thick	95.00	SY	\$	\$
11	530-3-3	Rip-Rap Rubble	110.00	TN	\$	\$
12	570-1-2	Performance Turf, Sod	400.00	SY	\$	\$
13	1060-11-211	Utility Structure- Below Ground	1.00	EA	\$	\$
		TOTAL BASE BID - Based on Completion of Work by <u>July 15, 2016</u>				\$
14		CONTRACT CONTINGENCY WORK (USED ONLY WITH COUNTY APPROVAL)		10% OF TOTAL BASE BID		\$
		TOTAL OFFER with Contract Contingency - Based on Completion of Work by <u>July 15, 2016</u>				\$

Bidder Name: _____

Authorized Signature: _____

ATTACHMENT A
BIDDER'S QUESTIONNAIRE
(Submit in Duplicate)

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

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID

1. Contact Information:

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

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

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

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

For how many years? _____

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

Is this firm in bankruptcy? _____

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

BIDDER: _____

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

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

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

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

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

BIDDER: _____

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

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

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

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

Surety's Name: _____

Address: _____

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

Agent's Name: _____

Address: _____

Phone: _____

Email: _____

BIDDER: _____

ATTACHMENT B
PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO ARTICLE V,
MANATEE COUNTY PROCUREMENT CODE

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

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

[Print individual's name and title]

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

whose business address is _____

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

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

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

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

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

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

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

ATTACHMENT B

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

(Continued)

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

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

[Signature]

STATE OF FLORIDA
COUNTY OF _____

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

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

Notary Public Signature

My commission expires _____

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

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

ATTACHMENT C
SWORN STATEMENT
THE FLORIDA TRENCH SAFETY ACT

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

1. This Sworn Statement is submitted with **IFB NO. 16-1034CD**
2. This Sworn Statement is submitted by _____ whose business address is _____ and, if applicable, its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____.
3. Name of individual signing this Sworn Statement is: _____,
Whose relationship to the above entity is: _____.
4. The Trench Safety Standards that will be in effect during the construction of this project shall include, but are not limited to: Laws of Florida, Chapters 90-96, TRENCH SAFETY ACT, and OSHA RULES AND REGULATIONS 29 CFR 1926.650 Subpart P, effective October 1, 1990.
5. The undersigned assures that the entity will comply with the applicable Trench Safety Standards and agrees to indemnify and hold harmless Owner and Engineer, and any of their agents or employees from any claims arising from the failure to comply with said standard.
6. The undersigned has appropriated the following costs for compliance with the applicable standards:

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

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

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

(AUTHORIZED SIGNATURE / TITLE)

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

(Impress official seal)

Notary Public, State of Florida: _____

My commission expires: _____



Angelina M. Colonnese

CLERK OF THE CIRCUIT COURT AND COMPTROLLER OF MANATEE COUNTY

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

ATTACHMENT D: E PAYABLES APPLICATION

Company name_____

Contact person_____

Phone number_____

Email Address_____

FINANCE USE ONLY

Open orders: YES or NO

PEID _____

CREATE DATE _____

CONFIRMED WITH _____

Name and phone number

IFAS _____

BANK _____

INITIALS _____

Return completed form to:

Via email to: lori.bryan@manateeclerk.com

Via fax to: (941) 741-4011

Via mail:

PO Box 1000

Bradenton, FL 34206

Revised: September 30, 2015

“Pride in Service with a Vision to the Future”

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

MAILING LABEL

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

MAILING LABEL TO AFFIX TO OUTSIDE OF SEALED BID PACKAGE:

SEALED BID - DO NOT OPEN

BIDDER: _____

SEALED BID NO: 16-1034CD

BID TITLE: Wares Creek Pedestrian Bridge Replacement

DUE DATE/TIME: _____ @ _____

MANATEE COUNTY FLORIDA

WARES CREEK PEDESTRIAN BRIDGES REPLACEMENT PROJECT

22nd Avenue West

25th Avenue West

TECHNICAL SPECIFICATION

January 2016

Prepared By:



A.H. Ezazi, P.E. #40109

Wares Creek Pedestrian Bridges Replacement Project

TECHNICAL SPECIFICATIONS

TABLE OF CONTENTS

DIVISION 1 – GENERAL REQUIREMENTS

01 01 00 – Summary of Work
01 29 01 – Measurement and Payment

DIVISION 2 – SITE WORK

02 99 00 – Mobilization

DIVISION 3 – CONCRETE

03 30 00 - Concrete

DIVISION 5 – METALS

05 50 00 - Miscellaneous Metals

DIVISION 13 – SPECIAL CONSTRUCTION

13 35 00 – Prefabricated Aluminum Bridges

DIVISION 31 – EARTHWORK

31 10 00 – Site Clearing

NO TEXT THIS PAGE

SECTION 01 01 00
SUMMARY OF WORK

PART 1 - GENERAL

A. Work Under This Contract

This work consists of site clearing, removal of existing trees, sidewalks, fences, handrails, old bridge remnant and piling, and construction of two (2) pedestrian bridges and associated sidewalks, ramps, railings, sodding, and rip-rap within Bradenton Tropical Palms Mobile Home Park located within the City of Bradenton, Manatee County.

B. Standard Specifications

The Specifications used for this project shall include the attached Technical Specifications, as well as the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, 2015 Edition and all Supplemental Specifications thereto, hereinafter referred to as the Standard Specifications, except as amended under this Contract, or as noted on the construction plans meeting the Manatee County Transportation Standards, 2015 Edition.

The Contractor's work shall also follow the City of Bradenton Public Works Department requirements, as specifically related to the water main work, reclaimed water main, sanitary sewer, and force main work.

PART 2 – STANDARD PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01 29 01
MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 DESCRIPTION:

A. Summary:

1. Section includes administrative and procedural requirements for unit prices.

1.02 DEFINITIONS:

- A. Unit price is a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.03 MEASUREMENT AND PAYMENT – GENERAL:

- A. The following subsections describe the measurement of and payment for the work to be done under the items listed in the BID.
- B. Each unit or lump sum price stated in the BID shall constitute full compensation as herein specified for each item of work completed in accordance with the drawings and specifications.
- C. The prices for those items which involve excavation shall include compensation for disposal of surplus excavated material, handling water, and installation of all necessary sheeting, bracing, and protection of nearby structures per local, State, and Federal Government/OSHA requirements.
- D. In all items involving excavation, the price shall be based on doing the entire excavation in earth. Where rock is excavated, the price therefor, shall be in addition to the cost of excavating earth, and no deduction will be made in the amount for earth excavation.

1.04 BID ITEM DESCRIPTIONS

A. Bid Items are described in a greater detail below:

Bid Item No. 101: MOBILIZATION

Payment for all work under Project Mobilization shall be paid for at a **lump sum price**, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work in this category. Project Mobilization shall include, but not limited to: obtaining bonds, insurance and financing, movement of equipment, materials and personnel, supervision, field office (if required), certificates, permits, submittals and all other work incidental to the contract per drawings and specifications. The cost for the mobilization portion of this bid item shall not exceed ten (10) percent of the total bid. This Item is governed by Section 101 of FDOT Standard Specifications for Road and Bridge Construction, latest edition, and Project Specifications Section 02 99 00.

Bid Item No. 102-1: MAINTENANCE OF TRAFFIC

Payment for all work under Maintenance of Traffic (MOT) shall be paid for at a **lump sum price**, and shall include full compensation for preparation of an MOT Plan by an FDOT certified MOT specialist, and for furnishing all labor, materials, tools, equipment, maintenance, permitting, and other incidentals related to the above. This Item is governed by Section 102 of FDOT Standard Specifications for Road and Bridge Construction, latest edition.

Bid Item No. 104-11: FLOATING TURBIDITY BARRIERS

Payment for all work under Floating Turbidity Barriers shall be paid for at a **unit price per lineal foot**. The contract price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals to install, maintain, replace if required and remove (if directed by the County) all necessary items, as required by the project plans and permits. This Item is governed by Section 104 of FDOT Standard Specifications for Road and Bridge Construction, latest edition.

Bid Item No. 104-10-3: SEDIMENT BARRIERS

Payment for all work under Sediment Barriers shall be paid for at a **unit price per lineal foot**. The contract price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals to install, maintain, replace if required and remove (if directed by the County) all required items including silt fence, staked fence, sediment logs or any other turbidity devices, as required by the project plans and permits. This Item is governed by Section 104 of FDOT Standard Specifications for Road and Bridge Construction, latest edition.

Measurement and Payment (Unit Prices)
Section No. 01 29 01-2

Bid Item No. 110-1-1: CLEARING & GRUBBING

Payment for all work under Site Clearing shall be paid for at a **lump sum price**, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for removing all trees, asphalt, concrete, concrete piles, rip-rap, sidewalks, unsuitable materials, and disposal off-site. The Contractor shall be responsible for obtaining all necessary permits including hauling, NPDES Notice of Intent (NOI), inspection reporting and maintenance (if required). This Item is governed by Section 110 of FDOT Standard Specifications for Road and Bridge Construction, latest edition, as well as Project Specifications Section 31 10 00.

Bid Item No. 120-1: REGULAR EXCAVATION

Payment for all work under Regular Excavation shall be paid for at a **unit price per cubic yards**, and shall include full compensation for furnishing all labor, materials, tools, equipment, sheeting and shoring, protection of adjacent structures, and incidentals for excavation and compaction to lines and grades, as shown on the approved plans. This Item is governed by Sections 120 and 125 of FDOT Standard Specifications for Road and Bridge Construction, latest edition.

Bid Item No. 120-2-2: BORROW EXCAVATION, TRUCK MEASURE

Payment for all work under Borrow Excavation shall be paid for at a **unit price per cubic yards truck measured (TM)** installed, and shall include full compensation for furnishing all labor, materials, tools, equipment, compaction, testing, hauling, and incidentals for placement, rough grading and final grading to lines and grades as shown on the approved plans. This Item is governed by Section 120 of FDOT Standard Specifications for Road and Bridge Construction, latest edition.

Bid Item No. 400-2-5: CLASS II CONCRETE

Payment for all work under General Concrete Construction shall be paid for at a **unit price per cubic yard** installed and shall include full compensation for furnishing all labor, materials, reinforcing steel, forms, tools, equipment, and incidentals for installing all concrete work including ramps, stairs, foundations, footings, thickened edge sidewalks, retaining walls, as well as painting bridge abutments. The Contractor shall be responsible for obtaining all necessary permits. This Item is governed by Section 400 of FDOT Standard Specifications for Road and Bridge Construction, latest edition, as well as Project Specifications Section 03 30 00.

Bid Item No. 460-5: PREFABRICATED ALUMINUM PEDESTRIAN BRIDGES

Payment for all work under Prefabricated Aluminum Bridges shall be paid for at a **lump sum price for both bridges** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for designing, detailing, fabricating, shipping, installing of aluminum bridges, aluminum decking, and railing. The Contractor shall be responsible for obtaining all necessary permits. This Item is governed by Section 460 of FDOT Standard Specifications for Road and Bridge Construction (with exception for payment method), latest edition, as well as Project Specifications Section 13 35 00.

Bid Item No. 500-72: HANDRAIL ALUMINUM (REMOVE AND RE-INSTALL)

Payment for all work under Handrail Aluminum (Remove and Re-Install) shall be paid for at a **unit price per lineal foot** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for removing of the existing handrails along the east side of the Canal in conflict with the proposed bridges, re-installing, repairing the bolt holes in the concrete cap with appropriate epoxy binder, and providing end treatments and any other incidentals. This Item is governed by Section 460 of FDOT Standard Specifications for Road and Bridge Construction, latest edition as well as Project Specifications Section 05 50 00.

Bid Item No. 515-2-321: PEDESTRIAN BICYCLE RAILING

Payment for all work under Pedestrian Bicycle Railing shall be paid for at a **unit price per linear foot** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for detailing, fabricating, shipping, and installing of railing along the bridges, ramps, stairs, and sidewalks. This Item is governed by Section 460 of FDOT Standard Specifications for Road and Bridge Construction, latest edition, as well as Project Specifications Section 05 50 00.

Bid Item No. 522-1: CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK

Payment for all work under Concrete Sidewalks and Driveways shall be paid for at a **unit price per square yard** and shall include full compensation for furnishing all labor, materials, steel, forms, tools, equipment, and incidentals for installing all concrete work for sidewalks. This item is governed by Section 522 of FDOT Standard Specifications for Road and Bridge Construction, latest edition, and Section 3.8 of Manatee County Transportation Design Standards, June 2015 edition.

Bid Item No. 530-3-3: RIP-RAP RUBBLE

Payment for all work under Rip-Rap Rubble shall be paid for at **a unit price per ton** installed per FDOT standards, including rip-rap rubble material to match existing rip-rap granite on-site, fabric liner, transportation to the site, installment of fabric liner, and placement of granite rip-rap, and shall include full compensation for furnishing all labor, materials, tools, equipment, and other incidentals. This Item is governed by Section 530 of FDOT Standard Specifications for Road and Bridge Construction, latest edition.

Bid Item No. 570-1-2: PERFORMANCE TURF, SOD

Payment for all work under Performance Turf shall be paid for at **a unit price square yard** for sod installed per Manatee County and FDOT standards, including watering, fertilizing, mowing, and shall include full compensation for furnishing all labor, materials, tools, equipment, and other incidentals. This Item is governed by Section 570 of FDOT Standard Specifications for Road and Bridge Construction, latest edition.

Bid Item No. 1060-11-211: UTILITY STRUCTURE – BELOW GROUND

Payment for all work under Utility Structure – Below Ground shall be paid for **at a lump sum price**, and shall include full compensation for furnishing all labor, materials, steel concrete, forms, tools, equipment, and incidentals for concrete encasement of existing HDPE water line with details and dimensions as shown in the approved plans. The Contractor shall be responsible for obtaining all necessary permits.

END OF SECTION

Measurement and Payment (Unit Prices)
Section No. 01 29 01-5

SECTION 02 99 00

MOBILIZATION

PART 1 - GENERAL

1.01 DESCRIPTION:

The work specified in this section consists of the preparatory work and operations in mobilizing for beginning work on the project and the operations for demobilization and ending work on the project. The work will include, but not be limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to and from (at the end) the project site, and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities. The cost for pre-construction survey stake-out, survey during construction, preparation of a final survey as-built certified by a Florida Registered Professional Surveyor and Mapper (PS&M), bonds and insurance, and any other pre-construction expense necessary for the start of the work, excluding the cost of construction materials, shall be included. The cost of final clean-up and demobilization shall be included. This Item is also governed by Section 101 of FDOT Standard Specifications for Road and Bridge Construction, latest edition.

1.02 PAYMENT:

Payment shall be made under the lump sum item listed in the Bid Form. The cost for the mobilization portion of this bid item shall not exceed ten (10) percent of the total bid. The lump sum price for mobilization will be payable with the first month's Partial Pay Request except that this initial payment will be limited to 6% of the total contract amount. 50% of the remaining amount will be paid when the value of completed work exceeds 50% of the total contract amount with 50% payable with final payment application.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

Not Applicable.

END OF SECTION

SECTION 03 30 00

GENERAL CONCRETE CONSTRUCTION

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This section includes concrete materials, reinforcing steel, finishing, and curing for general concrete construction.

1.02 SUBMITTALS

- A. Submit shop drawings in accordance the following:
 - 1. Prepare concrete mix designs and laboratory 7-day, 14-day and 28-day compressive tests, or submit test reports of 7, 14 and 28-day compressive tests of the mix where the same mix has been used on two previous projects. Submit mix design in writing for review at least 15 days before placing of any concrete.
 - 2. Submit reinforcing bending lists and placing drawings for all reinforcing.
 - 3. Proposed special procedures for protection and curing of concrete under hot and cold weather conditions.

1.03 QUALITY ASSURANCE

- A. Plant Certification: Plant or concrete supplier shall comply with requirements of National Ready Mixed Concrete Association (NRMCA) certification plan as regards material storage and handling, batching equipment, central mixer, truck mixers with counters, agitators, nonagitating units, and ticketing system.
- B. Unless otherwise indicated, materials, workmanship, and practices shall conform to the following standards:
 - 1. ACI 301, "Specification for Structural Concrete."
 - 2. ACI 318, "Building Code Requirements for Reinforced Concrete."
- C. Where provisions of pertinent codes and standards conflict with this specification, the more stringent provisions govern.
- D. Concrete not meeting the minimum specified 28-day design strength may be cause for rejection and removal from the work as determined by the Engineer or Owner.

- E. Perform concrete work in conformance with ACI 301 unless otherwise specified.
- F. Do not use admixtures including calcium chloride.
- G. Do not place concrete until design mix is accepted by the Engineer.
- H. Employ an independent testing laboratory, acceptable to the Engineer, for concrete testing. Concrete testing shall be performed by an ACI Concrete Field Technician, Grade I or equivalent.
- I. Methods of Sampling and Testing:
 - 1. Fresh Concrete Sampling: ASTM C172
 - 2. Specimen Preparation: ASTM C31
 - 3. Compressive Strength: ASTM C39
 - 4. Air Content: ASTM C231
 - 5. Slump: ASTM C143
 - 6. Temperature: ASTM C1064
 - 7. Unit Weight: ASTM C138
- J. Acceptance of completed concrete work requires conformance with dimensional tolerances, appearance and strength as indicated or specified.
- K. Hot weather concrete to conform to ACI 305R and as specified herein.
- L. Cold weather concrete to conform to ACI 306R and as specified herein.
- M. Reject concrete delivered to job site that exceeds the time limit or temperature limitations specified.
- N. Do not place concrete in water or on frozen or uncompacted ground.
- O. Design of Formwork:
 - 1. Formwork design, detailing, and installation shall be Contractor's responsibility and shall conform to requirements of ACI 347R.
 - 2. Formwork shall be designed to be readily removable without impact, shock, or damage to 'green' concrete surfaces and adjacent materials.
- P. Unless otherwise specified herein, formwork shall be constructed so that the concrete surfaces will conform to the tolerance limits as given in ACI 117.

PART 2 - MATERIALS

2.01 CEMENT

- A. Portland Cement, ASTM C150, Type I or Type II.
 - 1. Use only one brand from one source. Use no cement that has become damaged, partially set, lumpy, or caked. Reject the entire contents of the sack or container that contains such cement. Use no salvaged or reclaimed cement.

2.02 FINE AGGREGATES

- A. Clean, sharp, natural sand conforming to requirements of ASTM C33.

2.03 COARSE AGGREGATE

- A. Well graded crushed stone natural rock conforming to requirements of ASTM C33.
- B. Limit deleterious substances in accordance with ASTM C33, Table 3, Severe Weathering Regions, limit clay lumps not to exceed 1.0 percent by weight, and limit loss when tested for soundness using magnesium sulfate to 12 percent.

2.04 WATER AND ICE

- A. Use water and ice free from injurious amounts of oil, acid, alkali, salt, organic matter or other deleterious substances and conforms to requirements of ASTM C94.
- B. Water shall not contain more than 500 mg/L of chlorides nor more than 500 mg/L of sulfate.
- C. Heat or cool water to obtain concrete temperatures specified, and in conformance with ACI 305R and ACI 306R.

2.05 CONCRETE ADMIXTURES

- A. Do not use any admixture that contains chlorides or other corrosive elements in any concrete. Admixtures shall be nontoxic after 30 days. Use admixtures in compliance with the manufacturer's printed instructions. The manufacturer shall certify the compatibility of multiple admixtures used in the same mix. Do not use admixtures in greater dosages than recommended by manufacturer.
- B. Air Entrainment:
 - 1. An air-entraining admixture conforming to ASTM C260.
 - 2. Products:

- a. BASF Corporation; MasterAir AE 90.
 - b. Sika Corporation; AER.
 - c. WR Grace & Co.; Darex AEA.
 - d. Euclid Chemical Company; AEA-92.
 - e. Or accepted equivalent product.
3. Adjust the admixture content to accommodate other admixtures when used, in order to obtain the specified air content.

C. WATER REDUCING

- 1. Water-reducing admixture conforming to ASTM C494, Type A and compatible with the air-entraining admixtures. The amount of admixture added to the concrete shall be in accordance with the manufacturer's recommendations.
- 2. Products:
 - a. BASF Corporation; MasterPozzolith 200.
 - b. Sika Corporation; Plastocrete 161.
 - c. WR Grace & Co.; WRDA 60.
 - d. Euclid Chemical Company; Eucon NW
 - e. Or accepted equivalent product.

2.06 CURING COMPOUND

- A. Liquid form conforming to ASTM C309, which will form impervious membrane over, exposed surface of concrete when applied to fresh concrete by means of spray gun.
- B. Products:
 - 1. BASF Corporation; Kure-N-Seal W.
 - 2. Euclid Chemical Company; Aqua-Cure VOX.
 - 3. SpecChem LLC: Cure & Seal WB.

2.07 REINFORCING STEEL

- A. Reinforcement shall conform to ASTM A615, Grade 60.

- B. Fabricate reinforcing in accordance with the current edition of the Manual of Standard Practice, published by the Concrete Reinforcing Steel Institute. Bend reinforcing steel cold.
- C. Deliver reinforcing steel to the site bundled and with identifying tags.

2.08 TIE WIRE

- A. Tie wire shall be 16 gauge minimum, black, soft annealed.

2.09 CONCRETE MIX DESIGN

- A. Conform to ASTM C94, except as modified by these specifications.
- B. Air content as determined by ASTM C231 shall be 2% \pm 1%.
- C. Maximum water-cement ratio for concrete = 0.45 by weight.
- D. Slump shall be 4 \pm 1 inch.
- E. Use concrete as described in the following table:

Type of Work	28-Day Compressive Strength (in psi)	Minimum Cement Content (in lbs per C.Y.)
Concrete for bridge foundations, bridge landings, ramps, footings, thickened edge sidewalk, retaining walls	4,000	564

- F. Aggregate size shall be 3/4 inch maximum.

PART 3 – EXECUTION

3.01 FORM TOLERANCES

- A. Failure of the forms to produce the specified concrete surface and surface tolerance shall be grounds for rejection of the concrete work. Rejected work shall be repaired or replaced at no additional cost to the Owner.

3.02 FORM SURFACE PREPARATION

- A. Clean form surfaces to be in contact with concrete of foreign material prior to installation.
- B. Coat form surfaces in contact with concrete with a release agent prior to form installation.

3.03 EMBEDDED ITEMS

- A. Set anchor bolts and other embedded items accurately and hold securely in position until the concrete is placed and set.

3.04 BEVELED EDGES (CHAMFER)

- A. Form 3/4-inch beveled edges on exposed concrete edges and corners

3.05 READY-MIXED CONCRETE

- A. Conform to ASTM C94.

3.06 PLACING CONCRETE

- A. Conform to ACI 304.

3.07 WEATHER REQUIREMENTS

- A. Conform to ACI 305 for placing during hot weather.
- B. Conform to ACI 306 for placing during cold weather.

3.08 CONCRETE FINISHES

- A. Fill depressions 1/4-inch and deeper, fill tie holes, and remove fins. Dampen surfaces and then spread a slurry consisting of one part cement and one and one-half parts sand by damp loose volume, over the surface with clean burlap pads or sponge rubber floats. Remove any surplus by scraping and then rubbing with clean burlap.
- B. All walking surfaces shall have a broom finish.
- C. Chamfer exposed edges of concrete bridge foundation.

3.09 CURING CONCRETE

- A. Conform to ACI 308.

3.10 CONCRETE TESTS

- A. Concrete quality testing will be performed on the concrete by the Contractor.
 - 1. Frequency of Sampling: Cast eight concrete test cylinders from each days pour. Sampling and curing of cylinders shall conform to ASTM C31.
 - 2. Strength Testing: Test cylinders in accordance with ASTM C39. Test cylinders shall be 4 by 8 inches. Test two cylinders at 7 days and three cylinders at 28 days for acceptance; and hold three cylinders for verification. Strength acceptance will be based on the average of the strengths of the two cylinders tested at 28 days. If one cylinder of a 28-day test manifests evidence of improper sampling, molding, or testing, other than low strength, discard it and use a remaining cylinder for the test result.
 - 3. Determine concrete slump by ASTM C143 with each strength test sampling and as required to establish consistency.
 - 4. Determine air content of the concrete using ASTM C231 to verify the percentage of air in the concrete immediately prior to depositing in forms.
 - 5. Concrete acceptance shall be based on the requirements of ACI 318.

3.11 PAINTING:

- A. Prepare surfaces to be painted in accordance with painting manufacturer's recommendations.
- B. Paint shall be (2) coats, 4 mil DFT each coat, of Metalatex semi-gloss coating by Sherwin Williams or equal. Color to be selected by owner.
- C. Paint concrete surfaces of bridge abutments exposed to view including 6-inches below grade.

END OF SECTION

SECTION 05 50 00
MISCELLANEOUS METAL

PART 1 - GENERAL

1.01 DESCRIPTION:

- A. This section includes metal fabrications not specifically included in other Sections and required for completion of work as shown on Contract Drawings and as specified herein.
- B. Furnish labor, materials, equipment and incidentals necessary to install the products specified.

1.02 SUBMITTALS:

- A. Submit the following shop drawings in accordance with the following:
 - 1. Submit shop drawings and product data showing materials of construction and details of installation for all items furnished under this Section. Shop drawings shall show sizes of members, method of assembly, anchorage and connection to other members.
 - 2. Product Data: Manufacturer's catalog sheets on pre-manufactured items.

1.03 QUALITY ASSURANCE:

- A. Aluminum:
 - 1. Weld with gas metal arc (GMA) or gas tungsten arc (GTA) processes in accordance with AWS.
- B. Adhesive Anchors:
 - 1. Adhesive Anchor Installers shall be trained and certified by manufacturer.

1.04 DELIVERY STORAGE AND HANDLING:

- A. Insofar as practical, factory assemble items specified herein. Package, ship and tag unassembled materials in a manner that will protect materials from damage and will facilitate identification and field assembly.
- B. Deliver items to be incorporated into the work of other trades in sufficient time to be checked prior to installation.
- C. Store fabricated items in a dry area, not in direct contact with ground.

1.05 FIELD MEASUREMENTS:

- A. The Contractor shall verify all dimensions and shall make any field measurements necessary and shall be fully responsible for accuracy and layout of the work.
- B. The Contractor shall review the Contract Drawings and any discrepancies shall be reported to the Engineer for clarification prior to starting fabrication.

PART 2 - PRODUCTS

2.01 MISCELLANEOUS METAL SHAPES, CASTINGS, BOLTS AND ACCESSORIES:

- A. Aluminum Shapes:
 - 1. Structural Shapes ASTM B308, Alloy 6061-T6
 - 2. Extruded Pipe ASTM B429, Alloy 6063-T6
 - 3. Aluminum Sheet and Plate ASTM B209, Alloy 6061-T6
- B. Anchor Rods: ASTM F1554, Grade 36 standard headed bolts with heavy hex nuts, Grade A washers, hot-dip galvanized, unless otherwise specified.
- C. Stainless Steel Bolts and Nuts: F593 and F594, AISI Type 316

2.02 POST INSTALLED ANCHORS:

- A. Mechanical Expansion Type Anchors: Anchors shall be Stainless Steel Type 316.
 - 1. Products:
 - a. Hilti Corporation, Kwik-Bolt TZ
 - b. Powers Fasteners, Power Stud SD1+ Stud Anchor
 - c. Simpson Strong Tie, Strong Bolt
- B. Adhesive Anchors shall be Stainless Steel Type 316.
 - 1. Products:
 - a. Hilti Corporation, HIT-RE 500-SD
 - b. Powers Fasteners, PE1000+ Epoxy Adhesive Anchoring System
 - c. Simpson Strong Tie, SET-XP Epoxy-Tie or Acrylic-Tie
 - d. Or acceptable equivalent product.

2.03 GALVANIZING:

- A. Galvanizing, hardware: ASTM A153, Zn with 0.5 percent minimum Ni.
- B. Zinc rich paint for repair of galvanized steel surfaces:
 - 1. Cold galvanizing compound consisting of paint containing oils, solvents, and zinc dust and complying with MIL-P-21035. Minimum metallic zinc content in the cured coating shall be 90%.
 - 2. Clean damaged surfaces per SSPC SP-1 and SP-11.
 - 3. Products:
 - a. ZRC Worlwide, ZRC Cold Galvanizing
 - b. NuWave Solutions, Galv-Match-Plus
 - c. CRC Industries, Inc., Zinc-It

2.04 NEOPRENE GASKET:

- A. Provide soft, closed-cell neoprene gasket as required to prevent aluminum surfaces from contact with concrete.
- B. Unless otherwise shown on Contract Drawings, provide neoprene gaskets with a minimum thickness of 1/4-inch.
- C. Furnish neoprene gaskets without skin coat.

2.05 RAILING:

- A. The railing system (vertical pickets, graspable top rail, and bottom rail) shall meet all dimensional requirements of FDOT Aluminum Pedestrian/Bicycle Picket Railing – Index No. 862. Railing height shall be as shown on drawings.

PART 3- EXECUTION

3.02 FABRICATION:

- A. Connections and Workmanship:
 - 1. Fabricate details and connection assemblies in accordance with Contract Drawings and Specifications, with projecting corners clipped and filler pieces welded flush.
 - 2. Fit work together in fabrication shop and deliver complete or in parts, ready to be set in-place or assembled in field

3. Provide work true to detail; with clean, straight, sharply defined profiles and smooth surfaces of uniform color and texture free from defects impairing strength or durability.
4. Provide clips, lugs, brackets, straps, plates, bolts, nuts, washers, and similar items, as required for fabrication and erection.
5. Provide castings of uniform quality, free from blowholes, porosity, hard spots, shrinkage distortion; smooth and well cleaned by shot blasting.

B. Welding:

1. Provide rigid and continuous welds or spot welded as specified and as shown on Contract Drawing. Dress the face of welds flush and smooth. Close fit exposed joints and locate where least conspicuous.
2. Weld aluminum work on the unexposed side when possible in order to prevent pitting or discoloration.
3. Weld aluminum in compliance with the latest edition of AWS D1.2. Support and clamp component parts of built-up members in proper position for welding.
4. Weld shop connections and bolt or field weld connections, unless otherwise specified.
5. Grind exposed edges of welds to 1/8-inch minimum radius. Grind burrs, jagged edges, and surface defects smooth.
6. Prepare welds and adjacent areas so there is:
 - a. No undercutting or reverse ridges on weld bead.
 - b. No weld spatter on or adjacent to weld or other area to be painted or coated.
 - c. No sharp peaks or ridges along weld bead.

C. Bolting:

1. Use bolts of lengths required so bolts do not project more than 1/4-inch beyond face of nut. Do not use washers unless specified. Provide hexagonal head bolts with hexagonal nuts.
2. Provide holes required for connection of adjacent or adjoining work wherever noted on Drawings. Locate holes for bolting equipment to supports to tolerance of +/- 1/16-inch of dimensions indicated.

3.01 EXAMINATION:

- A. Upon receipt of material at job site, inspect all materials for shipping damage. Replace damaged items at no cost to Owner.
- B. Examine supports for size, layout and alignment.
- C. Correct defects considered detrimental to proper installation.

3.02 INSTALLATION:

- A. Provide items such as bolts, shims, blocks, nuts, washers, and wedging pieces to complete installation.
- B. Erect to lines and levels, plumb and true, and in correct relation to adjoining Work. Secure parts using concealed connections when practicable.
- C. Plumb and true vertical members to tolerance of +/- 1/8 inch in 10 feet. Level horizontal members to tolerance of +/- 1/8 inch in 10 feet.
- D. Use stainless steel bolts to connect structural aluminum members.
- E. Anchor Bolts and Concrete Anchors:
 - 1. Preset anchor bolts using templates. Do not use concrete anchors in place of anchor bolts.
 - 2. After anchor bolts are embedded, protect projecting threads by applying grease and having the nuts installed until the time of installation of equipment or metalwork.
 - 3. Do not install concrete anchors until concrete has reached specified minimum compressive strength.
 - 4. Install concrete anchors in accordance with anchor manufacturer recommendation. Embedment depth of anchor shall be as recommended by the anchor manufacturer, but not less than as shown on Contract Drawings.
 - 5. Locate concrete anchors to clear reinforcing bars in concrete.
- F. Do not place new holes or enlarge unfair holes by use of cutting torch.

3.03 PAINTING, REPAIR, AND PROTECTION:

- A. Under no circumstances shall aluminum contact dissimilar metal or concrete.
- B. Apply an anti-seize compound on all stainless steel fasteners to prevent galling.

END OF SECTION

SECTION 13 35 00

PREFABRICATED ALUMINUM PEDESTRIAN BRIDGES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This section includes materials and installation of engineered clear span prefabricated aluminum pedestrian bridges.

1.02 SUBMITTALS

- A. Submit manufacturer's catalog data describing the bridge construction and components. Submit design and erection drawings, shop painting and finishing specifications, instruction manuals, and other data to describe the design, materials, sizes, layouts, construction details, fasteners, and erection.
- B. For metal bridge design, submit engineering design calculations for structural components, bracing, equipment supports, and anchor bolts. Design calculations shall be signed by a professional engineer registered in the state of Florida. For computer-programmed designs, submit the stress values utilized in the analysis and a certificate, signed by a professional engineer registered in the state of Florida, stating the design criteria and procedures used and attesting to the adequacy and accuracy of design.
- C. Submit information on bridge support reactions and anchor bolt location and placement for connection to the supporting foundations.
- D. Submit erection drawings and diagrams. Show base anchor details, anchor bolt sizes, and embedment. Show girder and/or truss bracing.
- E. Manufacturer's Schematic Drawings and Diagrams: Shop drawings shall be unique drawings, prepared to illustrate the specific portion of the work to be done. Manufacturer's standard forms requiring only filling in of blank spaces will not be acceptable unless all non-applicable information is deleted and such standard forms are modified to reflect exact requirements and conditions unique to the project. Relevant design information such as member sizes, reactions, and general notes shall be clearly specified in the drawings. Shop drawings shall be accurately prepared to be complete in every respect. Drawings shall have cross-referenced details and sheet numbers. Drawings shall be signed and sealed by a professional engineer registered in the state of Florida.

1.03 GUARANTEE

Bridges shall be guaranteed against detrimental weathering or structural defects caused by ordinary wear and tear by the elements for a period of five (5) years. Such guarantee

is in addition to the guarantee required in the General Conditions and shall start upon final acceptance of the work by the County.

1.04 STANDARD SPECIFICATIONS

Wherever reference is made to the State Specifications, such reference shall mean the State of Florida, Department of Transportation (FDOT) Standard Specifications, latest edition.

PART 2 - MATERIALS

2.01 MANUFACTURERS

Prefabricated metal bridge shall be manufactured by Gator Dock and Marine (Gator Bridge), Sanford, Florida as represented by Crane Materials International, or Engineer accepted equal.

2.02 DESIGN CRITERIA

- A. Structural Aluminum Allowable Stresses: Allowable design stresses shall be in accordance with the Aluminum Association's Specifications and Guidelines for Aluminum Structures.
- B. ANSI/AWS D1.2 Structural Welding Code - Aluminum
- C. Top Chord Stability:
 - 1. The top chord of a half-through truss shall be considered as a column with elastic lateral supports at the panel points. The critical buckling force of the column, so determined, shall exceed the maximum force from dead load and live load (uniform or vehicular) in any panel of the top chord by not less than 50% for parallel chord truss bridges or 100% for tied arch bridges. The design approach to prevent top chord buckling shall be as outlined by E. C. Holt's research work in conjunction with the Column Research Council on the stability of the top chord of a half-through truss.
 - 2. For uniformly loaded bridges, the vertical truss members, the floor beams, and their connections (transverse frames) in half-through truss spans shall be proportioned to resist a lateral force of not less than 1/100k times the top chord compressive load, but not less than 0.004 times that top chord load, applied at the top chord panel points of each truss.
 - 3. The bending forces in the transverse frames, as determined above, act in conjunction with all forces produced by the actual bridge loads as determined by an appropriate analysis which assumes that the floor beams are "fixed" to the trusses at each end.

4. Include the effects of three-dimensional loading (including “U-frame” requirements) in the design of the structure. Add the “U-frame” forces in half-through spans to the forces derived from a three-dimensional analysis of the bridge.
- D. The pedestrian bridge shall be of the size and shape shown, complete with all accessories. Determine anchor bolt layouts before placing concrete footings to support the bridge.
 - E. The design of the bridge components shall be in accordance with the Aluminum Association’s Specifications and Guidelines for Aluminum Structures.
 - F. Span and Width:
 1. Bridge span be as indicated on the structural drawings. Verify all existing dimensions and elevations prior to ordering materials.
 2. Bridge inside deck width shall be a minimum of 6-feet 0-inches with a clear distance of 5-feet 6-inches between the rail components.
 - G. Geometry:
 1. Half-through (pony truss) utilizing an "H" section design where the floor system is raised above the truss bottom chord.
 2. Height: Top of top chord shall be a minimum of 4-feet 6-inches and a maximum 5'-0" above the deck surface.
 3. One diagonal per panel.
 - H. Camber: Bridge camber at center of bridge span shall be for dead load camber only.
 - I. Design bridges for the dead load, specified live load, and the combinations of these loads as set forth in the AASHTO publication. Reduction of loads due to tributary loaded area is permitted. Include the following loads in addition to the dead load:
 1. Live load and wind load as required by the AASHTO.
 - J. Design Loads:
 1. Uniform Live Load:
 - a. Design main supporting members (girders, trusses, and arches) for a pedestrian live load of 90 psf of bridge walkway area.
 - b. Secondary Members: Design bridge decks and supporting floor systems including secondary stringers, floor beams, and their connections to main supporting members for a live load of 90 psf, with no reduction allowed.

2. Wind Load:

- a. Bridge shall be designed for a horizontal wind load meeting requirements of AASHTO and FBC. Wind design parameters shall be as follows:

- (1) Ultimate Wind velocity 150 mph
- (2) Risk category II
- (3) Exposure category B

- b. Calculate the effect of forces tending to overturn structures assuming that the wind direction is at right angles to the longitudinal axis of the structure. In addition, apply an upward force at the windward quarter point of the transverse superstructure width.

- c. Flood load: Bridge shall be designed for 10 year flood event based on the following parameters:

- (1) 22nd Avenue Bridge: 10 yr flood elevation 13.45' (NAVD88), Velocity 3.1ft/s
- (2) 25th Avenue Bridge: 10 yr flood elevation 13.74' (NAVD88), Velocity 2.5ft/s

3. Top Chord Railing Loads: Design the top chord, top rail, and truss verticals for simultaneous vertical and horizontal loads. In no case shall the load be less than 50 pounds per lineal foot or a 200-pound point load, whichever produces greater stresses, is applied in any direction at any point along the top chord.

4. Vertical Pickets Loads: Design the picket system for a 200 pound point load, applied transversely over an area of 1 square foot.

K. Design Limitations:

1. Deflection:

The vertical deflection of the main trusses due to service pedestrian live load shall not exceed $L/350$ of the span, where L is the length of the unsupported span. The horizontal deflection of the structure due to lateral wind loads shall not exceed $L/350$ of the span.

2. Allowable Stresses

All allowable stresses for aluminum shall be determined in accordance with the Aluminum Association, Specifications and Guidelines for Aluminum Structures, supplemented by Aluminum Structures, A Guide to Their Specification and Design. Allowable stresses are to be reduced to account for effects due to welding

and/or fatigue where applicable. Allowable stresses for Load Combinations which include wind loads may be increased by 25%.

3. Frame Stability

The buckling load factor for the bridge structure shall be no less than 4 for any combination of applied loads, to ensure adequate overall stability and stiffness.

4. Vibration

The fundamental frequency of the unloaded pedestrian bridge shall be no less than 3.0 Hz to avoid the first harmonic.

2.03 STRUCTURAL MATERIALS

- A. All primary structural members are to be 6061-T6 aluminum for its high strength and corrosion resistance. Secondary members are to be 6000 series aluminum for corrosion resistance.
- B. Field splices shall be fully bolted. All fasteners required for assembly shall be stainless steel type 316. Insulating washers shall be provided where stainless steel and aluminum contact is anticipated to minimize the potential for galvanic action.

2.04 BRACING

- A. Provide erection bracing and layout. Base size of bracing upon a wind load as specified. Provide flange bracing.

2.05 DECKING

- A. Provide aluminum decking panels. Panels shall be interlocking with gaps not more than 1/2-inch between any panels. Walking surface shall be slip resistant.

2.06 ASSEMBLY AND DISASSEMBLY

The size of the prefabricated components and the field connections required for erection shall permit efficient assembly and disassembly. The maximum size of any shop-assembled component of the bridge shall permit transportation from factory to site by commercial carrier. Fabricate components in such a manner that once assembled, they may be disassembled, repackaged, and reassembled with a minimum amount of labor and maximum salvageability. Clearly and legibly mark each and every piece and part of the assembly to correspond with previously prepared erection drawings, diagrams, and/or instruction manuals.

2.07 BEARING PADS

Fabric-reinforced bearing pads shall conform to the requirements set forth in FDOT Standard Specifications, applicable sections and shall allow the bridge to expand and

contract as needed without binding. All bearing pads shall be 1" thick UHMW adequately dimensioned to provide support to the structure over the full travel resulting from expansion and contraction.

2.08 SAFETY AND HAND RAILS

- A. Provide a combination rail system consisting of vertical pickets, a graspable top rail, and curb bottom rail, which shall minimize climbing hazards and serve the function of guard, hand, and toe rails.
- B. The combination rail system shall meet all dimensional requirements of FDOT Aluminum Pedestrian/Bicycle Picket Railing – Index No. 862.
 - 1. Top of rail shall not be less than 42-inches above finished deck.
 - 2. Clear opening between pickets shall reject the passage of a 4-inch diameter sphere.
 - 3. Clear opening between the bottom rail and the finished deck shall reject the passage of a 2-inch diameter sphere.
 - 4. Graspable portion of top rail shall be round with a 1 1/4-inch to 2-inch outside diameter.
 - 5. Ends of rails shall be returned smoothly to floor or posts.
 - 6. Provide 1 1/2-inch clear distance between wall and top rail.

PART 3 - EXECUTION

3.01 STORAGE AND PROTECTION

Deliver, store, handle, and erect prefabricated components, sheets, panels, and other manufactured items such that they will not be damaged or deformed. Stock materials stored on the site before erection on platforms or pallets and cover with tarpaulins or other weatherproof covering. Store metal sheets, panels, or frames so that water accumulated during transit or storage will drain off. Do not store components in contact with materials that may cause staining. Upon arrival on the jobsite, remove moisture on sheets and panels, restack, and protect until used.

3.02 FABRICATION

- A. Workmanship, fabrication, and shop connections shall be in accordance with the Aluminum Associations Specifications and Guidelines for Aluminum Structures.
- B. Welding shall conform to AWS D1.2.
- C. Welding operators shall be properly accredited per AWS D1.2, each of whom shall submit satisfactory evidence of experience and skill in welding structural steel with the

kind of welding to be used in the work and who has demonstrated the ability to make uniform welds of the type required.

3.03 ERECTION

A. Delivery and Erection:

1. Delivery of the bridge shall be made to a location nearest the site which is accessible to over-the-road trucks.
2. The Contractor shall be responsible for unloading the bridge and associated components from the truck at the time of arrival. Bridge manufacturer shall notify the Contractor in advance of the expected time of arrival at the site.
3. The manufacturer or its representative shall instruct the Contractor or his representative in the proper lifting procedure for the unloading of the bridge components. Prevent damage to the finish of the bridge.
4. The unloading, splicing (if required), and placement of the bridge shall be the responsibility of the Contractor. The bridge manufacturer shall provide the procedure for bolting field splices to the Contractor.

B. Erect in accordance with the manufacturer's erection instructions and drawings and the requirements herein. Keep exposed surfaces clean and free from sealant, metal cuttings, and other foreign materials.

C. Insulate incompatible dissimilar materials that are in contact by means of gaskets or insulating compounds.

D. Accurately set anchor bolts by template while the concrete is in a plastic state. Provide uniform bearing under baseplates and sill members using a nonshrinking grouting mortar. Accurately space members to assure proper fitting of covering. As erection progresses, securely fasten the work and brace to resist vertical loads and horizontal wind loads.

END OF SECTION

SECTION 31 10 00

SITE CLEARING

PART 1 - GENERAL

1.01 DESCRIPTION:

- A. Provide site clearing as indicated and in compliance with Contract Documents.
- B. Section Includes:
 - 1. Clearing and grubbing, as shown on the drawings.
 - 2. Tree and shrub protection and removal, as shown on the drawings..
 - 3. Removal of debris related to clearing and grubbing operations.
 - 4. Removal of old bridge piling a minimum of 2-feet below new bridge foundations on the east side of the creek.
 - 5. Removal of existing rip-rap for bridge foundation construction.

1.02 DEFINITIONS:

- A. Caliper: Instrument used to measure tree diameter.
- B. Clearing: Removal and disposal of above-ground items defined herein.
- C. Grubbing: Removal and disposal of below-ground items defined herein.

1.03 SUBMITTALS:

- A. Submit the following:
 - 1. Permits
 - a. Copy of Land Disturbance Permit
 - b. Copy of Burning Permit
 - 2. Certificates
 - a. Copy of herbicide label bearing registration number.
 - b. Copy of Arborist Certification

1.04 SITE CONDITIONS:

1. Existing facilities, structures, and utilities are shown in accordance with available surveys and records. The indicated locations of underground utilities and structures are approximate. Other utilities may exist which are not indicated. Location and depth of old bridge piling on the east side of the canal are not know, and are to be investigated by the contractor prior to commencement of construction activities.

PART 2 - EXECUTION

2.01 EXAMINATION:

- A. Verify survey benchmarks and intended elevations for the Work are as indicated.
- B. Verify temporary erosion and sediment control measures are installed before commencing with any other work at the site.
- C. Verify location and existence of all underground utilities and structures by contacting utility owners. Go to “Call Before You Dig” to receive state-specific information. Access this information by dialing 811 or going to <http://call811.com/state-specific.aspx>.
- D. Provide 72-hour notice to existing utility owners, prior to beginning construction.
- E. Contact utility companies and authorities to make arrangements for handling and disposal of utilities encountered during construction.

3.02 PREPARATION:

- A. Protect bench marks, survey control points, and existing structures to remain from damage or displacement.
- B. Protect trees and vegetation to remain. Do not cut or injure trees and vegetation outside easement lines and outside designated clearing areas.
- C. Protect all underground utilities and structures that are to remain. If damage occurs, immediately notify the utility owner within the hour.
- D. Protect site features to remain from damage by construction equipment and vehicular traffic.
- E. Identify waste areas for stockpiling of removed materials.

3.03 RESTORATION:

- A. Existing surfaces, features, utilities, or structures that are to remain but are damaged during construction shall be restored to at least the condition in which they were found immediately before work began, unless noted otherwise.

- B. Restore damaged utilities to the satisfaction of the utility owner.
- C. Restore damaged property to the satisfaction of the owner.

3.04 CLEARING:

- A. Remove and dispose of off site:
 - 1. Trees, snags, brush, shrubs, downed timber, decayed wood, and other vegetative growth.
 - 2. Rocks, rip-rap, fabric liner, tiles, lumps of concrete, trash piles, debris, refuse, rubbish, and fencing. Remove all evidence of their presence from the surface.
- B. Clear ground within limits of work, unless otherwise noted.
- C. Manual cutting of trees, stumps, and stubs during clearing shall be as close to ground surface as practicable but no higher than 6 inches above ground for small trees (8 inches or less), and not higher than 12 inches above ground for larger trees (greater than 8 inches).
- D. Obey all federal, state and local regulations and guidance regarding the cutting, burning, and disposal of diseased trees and vegetation.

3.05 GRUBBING:

- A. Remove and dispose of all stumps, buried logs, matted roots, roots larger than 2 inches and organic materials off site.
- B. Roots larger than 2 inches in diameter shall be removed to a depth of 12 inches, and roots larger than 1/2-inches in diameter to a depth of 6 inches.
- C. Areas designated to receive pavement or structures shall be grubbed a depth of 18 inches. Measure depths of cut from existing ground surface or proposed finished grade, whichever is lower.
- D. Apply herbicide to remaining roots and vegetation to inhibit growth.
- E. Depressions made by grubbing shall be filled with suitable material and compacted to conform to original adjacent grade.
- F. Do not grub areas within drip line of trees to remain to avoid damage to roots.

3.06 TREE AND SHRUB REMOVAL:

- A. Remove trees and shrubs within project area by felling or cutting individual vegetation and grubbing.

3.07 TREE AND SHRUB PROTECTION:

- A. Protect all trees and shrubs within the project limits designated for protection.

3.08 BURNING:

- A. Burning is not permitted within the project limits.
- B. Dispose of all ashes and unburnable materials off site. Do not bury on site.

3.09 CLEANING:

- A. Promptly dispose of excess and unsuitable material off site.
- B. Remove debris, junk, and trash from site.
- C. Leave site in clean condition, ready for subsequent work.
- D. Clean up spillage and wind-blown debris before entering public or private property, adjacent to site.

END OF SECTION

**GEOTECHNICAL ENGINEERING
SERVICES REPORT**

For the

**PROPOSED PEDESTRIAN BRIDGE OVER
WARES CREEK
BRADENTON, FLORIDA**

Prepared for

**AECOM
6151 Lake Osprey Drive, Third Floor
Sarasota, Florida 34240**

Prepared by

**Professional Service Industries, Inc.
5801 Benjamin Center Drive
Suite 112
Tampa, Florida 33634
Telephone (813) 886-1075
Fax (813) 888-6514**

PSI Project No. 0775-2052

May 29, 2014

May 29, 2014

AECOM

6151 Lake Osprey Drive, Third Floor
Sarasota, Florida 34240

Attn: R.J. Ezazi, P.E.

Re: Geotechnical Engineering Services Report
Proposed Pedestrian Bridges over Wares Creek
Bradenton, Florida
PSI Project No. 0775-2052


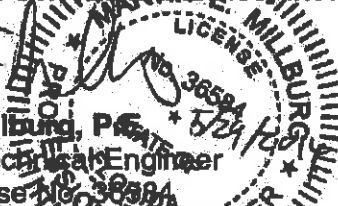
Dear Mr. Ezazi:

Professional Service Industries, Inc. (PSI) is pleased to present our geotechnical engineering services report for the referenced pedestrian bridge project. The results of the study are discussed in the accompanying report.

Should there be any questions, please do not hesitate to contact our office at (813) 886-1075. PSI would be pleased to continue providing geotechnical services throughout the implementation of the project. We look forward to working with you and your organization on this and future projects.

Respectfully submitted,

Professional Service Industries, Inc.


Martin E. Millburg, P.E.
Senior Geotechnical Engineer
Florida License No. 36584



Jeremiah Mosley
Staff Specialist

Enclosures

TABLE OF CONTENTS

1.0 PROJECT INFORMATION.....	1
1.1 PROJECT AUTHORIZATION	1
1.2 PROJECT DESCRIPTION	1
1.3 PURPOSE AND SCOPE OF SERVICES.....	1
2.0 SITE AND SUBSURFACE CONDITIONS	2
2.1 SITE LOCATION AND DESCRIPTION	2
2.2 FIELD INVESTIGATION.....	2
2.3 SUBSURFACE CONDITIONS	2
2.4 GROUNDWATER INFORMATION	2
3.0 EVALUATION AND RECOMMENDATIONS.....	3
3.1 GENERAL.....	3
3.2 SITE PREPARATION.....	3
3.3 SHALLOW FOUNDATION RECOMMENDATIONS.....	4
3.4 SETTLEMENT	4
4.0 CONSTRUCTION CONSIDERATIONS	5
4.1 GENERAL.....	5
4.2 EXCAVATIONS.....	5
5.0 REPORT LIMITATIONS	5

APPENDIX

BORING LOCATION PLAN AND SOIL PROFILES.....	SHEETS 1AND 2
---------------------------------------------	---------------

1.0 PROJECT INFORMATION

1.1 PROJECT AUTHORIZATION

Professional Service Industries, Inc. (PSI) has completed a geotechnical exploration for the proposed pedestrian bridges to be located over Wares Creek in Bradenton, Florida. Our services were authorized in a written AECOM-PSI contract by Mr. Mark J. Abbott, Senior Operations Manager, on April 14, 2014. This study has been performed in accordance with our proposal dated February 6, 2014, PSI Proposal No. 0775-115308.

1.2 PROJECT DESCRIPTION

Two pedestrian bridges across Wares Creek within Stations 95+00 to 108+00 (Bradenton Tropical Palms Mobile Home Park) are planned to be replaced. The pedestrian bridges are planned to be about 6 to 8 feet wide, and about 70 to 80 feet long. We anticipate the bridge foundations will support column loads on the order of 50 kips, and that any moments on the foundations will be able to be supported by the anticipated shallow foundation system.

The geotechnical recommendations presented in this report are based on the available project information, structure location, and the subsurface materials described in this report. If any of this project description information is incorrect or has changed, please inform PSI so that we may amend, if appropriate, the recommendations presented in this report.

1.3 PURPOSE AND SCOPE OF SERVICES

The purpose of our study is to provide geotechnical engineering information required to assist with the planning and design of the proposed project. In order to obtain the required subsurface information, the scope of work presented below was planned for this site.

Four (4) Standard Penetration Test (SPT) borings to depths of 20 feet deep were planned in order to obtain data to evaluate the subsurface conditions in the proposed area. However, one of the soil boring locations was inaccessible due to large stock piles of construction materials having been placed in the area of boring B-2, preventing drill rig access to that location. In the borings, samples are planned to be collected and Standard Penetration Test resistances will be measured virtually continuously for the top 10 feet and on intervals of 5 feet thereafter.

At the conclusion of our field and laboratory work, the data was analyzed by one of our experienced geotechnical engineers and a report was to be prepared. The report includes the following:

- A discussion of subsurface conditions encountered including pertinent soil properties.
- Recommendations for site preparation, including placement and compaction of fill soils.
- Geotechnical recommendations which will include soil allowable bearing pressures.
- Identification of groundwater levels and an estimation of seasonal high groundwater levels at the boring locations.

- Pavement recommendations.

2.0 SITE AND SUBSURFACE CONDITIONS

2.1 SITE LOCATION AND DESCRIPTION

The proposed pedestrian bridges are to be located at Wares Creek in Bradenton, Florida. The site is located in a residential area and several roads are present at the proposed site. The proposed area has some vegetation and trees.

The project site is located within Section 26, of Township 34 South, Range 17 East, according to the United States Geologic Survey (USGS) map. Site elevation ranges from approximately +10 to +15 feet.

2.2 FIELD INVESTIGATION

Three (3) Standard Penetration Test (SPT) borings were performed to depths of 20 feet deep each within the area of the proposed pedestrian bridges. Samples were collected in each boring and SPT resistances measured virtually continuously for the top 10 feet and on intervals of 5 feet thereafter. As called for by local regulations, the SPT borings were grouted upon completion.

2.3 SUBSURFACE CONDITIONS

In general, the borings performed encountered medium to fine sands (SP), which occasionally included limestone fragments, clayey limestone, silty clay to clayey silt (CL/ML), and highly plastic clay (CH). The results of standard penetration yielded N-values ranging from 2 to greater than 50 blows per foot.

The soil profiles presented in the **Appendix** and include soil descriptions, stratifications and penetration resistances. Variations may occur and should be expected between boring locations. The stratifications represent the approximate boundary between subsurface materials and the actual transition may be gradual. Water level information obtained during field operations is also shown on these soil profiles.

2.4 GROUNDWATER INFORMATION

Groundwater was found at a depth of 7 feet in each of the borings. It should be noted that groundwater levels tend to fluctuate during periods of prolonged drought and extended rainfall and may be affected by man-made influences. In addition, a seasonal effect will also occur in which higher groundwater levels are normally recorded in rainy seasons. In this regard the seasonal high groundwater table (SHGT) is estimated to be at a depth range of 5 feet at the soil boring locations.

PSI recommends that the contractor determine the actual groundwater levels at the site at the time of the construction activities.

3.0 EVALUATION AND RECOMMENDATIONS

3.1 GENERAL

Based on our observations, it is our opinion that subsurface soil conditions at the project site are generally favorable for the planned development from a geotechnical engineering perspective provided that the recommendations presented herein are followed.

The following design recommendations have been developed on the basis of the previously described project characteristics and subsurface conditions encountered. If there are any changes in these project criteria, including project location on the site, a review must be made by PSI to determine if any modifications in the recommendations will be required. The findings of such a review should be presented in a supplemental report.

Once final design plans and specifications are available, a general review by PSI is recommended as a means to check that the evaluations made in preparation of this report are correct and that earthwork and foundation recommendations are properly interpreted and implemented.

3.2 SITE PREPARATION

The following are our recommendations for overall site preparation. These recommendations should be used as a guideline for the project general specifications prepared by the design engineer.

1. If soft pockets or debris are encountered in the footing excavations, the unsuitable materials should be removed and the proposed footing elevation may be re-established by backfilling after the undesirable material has been removed. This backfilling may be done with a very lean concrete or with a well-compacted, suitable fill such as sand with no more than 12% fines content, gravel, or crushed FDOT No. 57 or FDOT No. 67 stone. Backfill should be compacted to a minimum density of 95% of the modified Proctor maximum dry density.
2. Immediately prior to reinforcing steel placement, it is suggested that the bearing surfaces of all footing and floor slab areas be compacted using hand operated mechanical tampers. In this manner, any localized areas which have been loosened by excavation operations should be adequately recompacted.
3. A representative from our firm should be retained to provide on-site observation of earthwork activities. Density tests should be performed in the bottom of foundation excavations. It is important that PSI be retained to observe that the subsurface conditions are as we have discussed herein, and that foundation

construction, ground modification and fill placement is in accordance with our recommendations.

3.3 SHALLOW FOUNDATION RECOMMENDATIONS

With proper subgrade preparation, column footings and continuous wall foundations can be designed for a net allowable soil bearing pressure of 2,500 pounds per square foot, based on dead load plus design live load. Minimum dimensions of 24 inches for column footings and 18 inches for continuous footings should be used in foundation design to account for variable subsurface conditions, regardless of whether the maximum allowable foundation bearing pressures have been fully developed.

Footings should be at a depth of 12 to 18 inches below the final exterior grade. The deeper depth reduces the potential that adjacent excavations or erosion may undermine the exterior footings.

The foundation excavations should be observed by a representative of PSI prior to steel or concrete placement to confirm that the compacted fill foundation materials are capable of supporting the design loads and are consistent with the materials discussed in this report. If the foundation excavations appear suitable as load bearing materials, the bottom of the foundation excavations should be compacted to a minimum density of 95% of the modified Proctor maximum dry density for a minimum depth of one foot below the bottom of the footing depth, as determined by field density compaction tests. Soft or loose soil zones encountered at the bottom of the footing excavations should be removed and replaced with fill soils (as directed above), lean concrete or dense graded compacted crushed stone (FDOT No. 57).

After opening, footing excavations should be observed and concrete placed as quickly as possible to avoid exposure of the footing bottoms to wetting and drying. Surface run-off water should be drained away from the excavations and not be allowed to pond. The foundation concrete should be placed promptly after the excavation is made.

3.4 SETTLEMENT

The settlement of shallow foundations supported on compacted sand fill should occur rapidly after loading. Thus, the expected settlement should occur during construction as structural loads are imposed. Provided the recommended site preparation operations are properly performed, any organic materials have been removed and the recommendations previously stated are utilized, the total settlement of wall and isolated column footings should not exceed approximately 1 inch. Differential settlement is estimated to be on the order of 50 percent of the total settlement. Settlement of this magnitude is usually considered tolerable for the anticipated construction; however, the tolerance of the proposed structure to the predicted total and differential settlement should be confirmed by the structural engineer.

4.0 CONSTRUCTION CONSIDERATIONS

4.1 GENERAL

It is recommended that PSI be retained to provide observation and testing of construction activities involved in the foundation, earthwork and related activities of this project. This will promote project continuity and will reduce the potential for misinterpretation of our recommendations

4.2 EXCAVATIONS

In Federal Register, Volume 54, No. 209 (October 1989), the United States Department of Labor, Occupational Safety and Health Administration (OSHA) amended its "Construction Standards for Excavations, 29 CFR, Part 1926, Subpart P". This document was issued to better insure the safety of workmen entering trenches or excavations. It is mandated by this federal regulation that excavations, whether they be utility trenches, basement excavations or footing excavations, be constructed in accordance with current OSHA guidelines. It is our understanding that these regulations are being strictly enforced and if they are not closely followed, the owner and the contractor could be liable for substantial penalties.

The contractor is solely responsible for designing and constructing stable, temporary excavations and should shore, slope, or bench the sides of the excavations as required to maintain stability of both the excavation sides and bottom. The contractors "responsible person", as defined in 29 CFR, Part 1926, should evaluate the soil exposed in the excavations as part of the contractor's safety procedures. In no case should slope height, slope inclination, or excavation depth, including utility trench excavation depth, exceed those specified in all local, state, and federal safety regulations.

We are providing this information solely as a service to our client. PSI does not assume responsibility for construction site safety or the contractor's or other party's compliance with local, state, and federal safety or other regulations. It is the policy of PSI not to provide recommendations regarding temporary slopes during construction which is the sole responsibility of the contractor as indicated above.

5.0 REPORT LIMITATIONS

The Geotechnical Engineer warrants that the findings, recommendations, specifications or professional advice contained herein have been made in accordance with generally accepted professional geotechnical engineering practices in the local area. No other warranties are implied or expressed.

The scope of services also does not include an environmental assessment for determining the presence or absence of wetlands, or hazardous or toxic materials in the soil, bedrock, surface water, groundwater, or air on or below, or around this site. Any statements in this

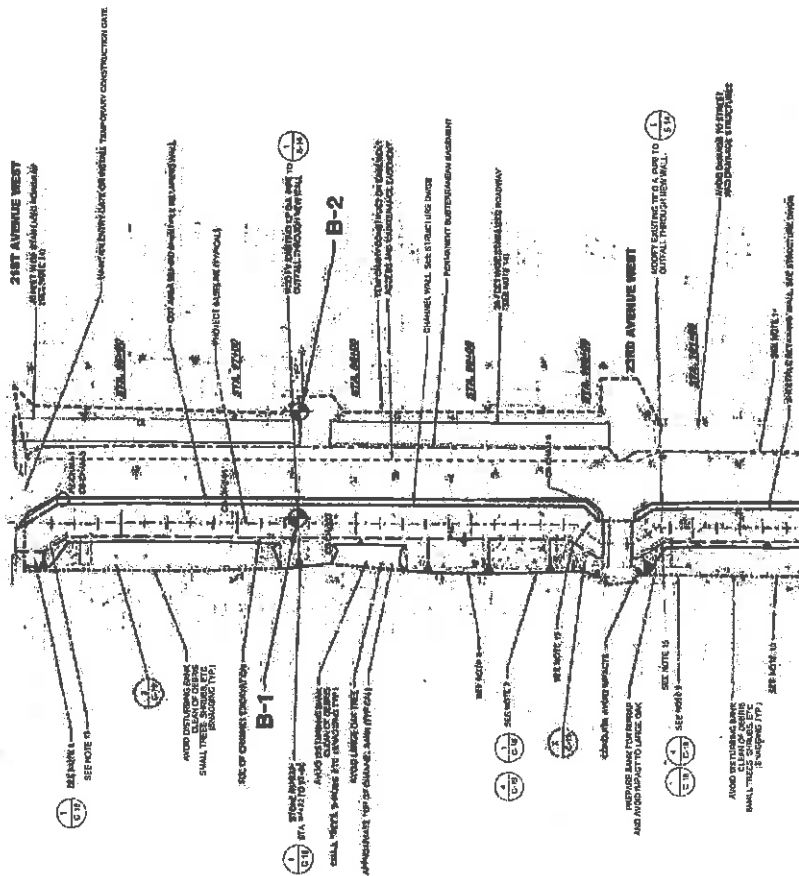
report or on the boring logs regarding odors, colors, and unusual or suspicious items or conditions are strictly for informational purposes.

Florida is underlain by a soluble limestone formation, which can dissolve and result in surface subsidence and the formation of sinkholes. A more comprehensive assessment of the site for the potential for sinkhole development typically includes Ground Penetrating Radar (GPR) studies and the extension of deeper soil borings into the underlying limestone formation. Such an assessment is beyond the scope of this proposed study, but can be performed at significant additional cost, if desired.

The recommendations submitted are based on the available subsurface information obtained by PSI and design details furnished by AECOM, for the proposed project. If there are any revisions to the plans for this project or if deviations from the subsurface conditions noted in this report are encountered during construction, PSI should be notified immediately to determine if changes in the recommendations are required.

After the plans and specifications are more complete, the Geotechnical Engineer should be retained and provided the opportunity to review the final design plans and specifications to check that our engineering recommendations have been properly incorporated into the design documents. At that time, it may be necessary to submit supplementary recommendations. This report has been prepared for the exclusive use of AECOM and its consultants for the specific application to the proposed pedestrian bridges to be located over Wares Creek in Bradenton, Florida.

APPENDIX



BORING LOCATION PLAN

0 100' PLAN SCALE

LEGEND

- ① Brown to medium fine SAND (SP)
- ② Clayey LIMESTONE
- ③ Gray CLAY (CH)
- ④ Gray/green silty CLAY to clayey SILT (CL/ML)

Unified Soil Classification System (ASTM D 2487) group symbol as determined by visual review

Groundwater level, May 2014

N SPT N-value in blows/foot

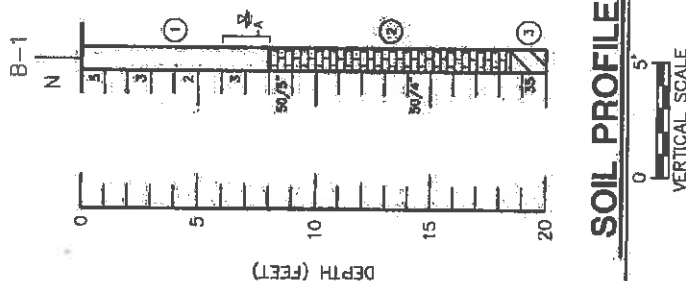
50/6" Fifty blows for six inches

▲ With limestone fragments

⊕ Approximate SPT boring location

NOTES: Based upon site plan provided to PSI by AECOM

B-2 not performed due to construction materials stockpiled in the area



SOIL PROFILE

0 5' VERTICAL SCALE

DESIGN	DJC
CHECKED	MEM
INCHARGE	MEM
SCALE	NOTED

GEOTECHNICAL SERVICES
PEDESTRIAN BRIDGES
OVER WARES CREEK
BRADENTON, FLORIDA

PSI INFORMATION
Engineering • Construction • Testing

DATE MAY 14 2014 PLOT NO 07752052

SHEET 1

Wares Creek Pedestrian Bridge Replacement

CONSTRUCTION AGREEMENT

for

STIPULATED SUM

between

MANATEE COUNTY (AS OWNER)

and

_____ (AS CONTRACTOR)

**CONSTRUCTION AGREEMENT FOR
STIPULATED SUM
Wares Creek Pedestrian Bridge Replacement**

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

WHEREAS, the Owner intends to construct **Wares Creek Pedestrian Bridge Replacement**, the aforementioned improvements being hereinafter referred to and defined as the “Project”; and

WHEREAS, in response to Owner’s Invitation for Bid No. 16-1034CD (the “IFB”), Contractor has submitted its Bid (the “Contractor’s Bid”) to provide the aforementioned construction services.

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

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

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

3. Date of Commencement and Substantial Completion.

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

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

C. Substantial Completion. The Contractor shall achieve Substantial Completion of the entire Work not later than **July 15, 2016.**

Time is of the essence in the Contract Documents and all obligations thereunder. If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents, the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the sum of **\$566.00** 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 Owner will incur as a result of delayed completion of the Work. The Owner may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the Owner at the demand of the Owner, together with interest from the date of the demand at the maximum allowable rate.

4. Contract Sum.

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

B. Alternates. The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner.

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

5. Payments.

A. Progress Payments.

- (1) Based upon Applications for Payment submitted to the Architect/Engineer by the Contractor and Certificates for Payment issued by the Architect/Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- (2) The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.
- (3) Payments shall be made by Owner in accordance with the requirements of Section 218.735, Florida Statutes.
- (4) Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be

prepared in such form and supported by such data to substantiate its accuracy as the Architect/Engineer may require. This schedule, unless objected to by the Owner or Architect/Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment.

- (5) Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- (6) Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 - i. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10.00%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 3.3.B. of the General Conditions;
 - ii. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), supported by paid receipts, less retainage of ten percent (10.00%);
 - iii. Subtract the aggregate of previous payments made by the Owner; and
 - iv. Subtract amounts, if any, for which the Architect/Engineer has withheld or nullified an Application for Payment, in whole or in part as provided in Section 3.3.C. of the General Conditions.
- (7) The progress payment amount determined in accordance with Section 5.A(6) shall be further modified under the following circumstances:
 - i. Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect/Engineer shall determine for incomplete Work, retainage applicable to such work and unsettled claims.
 - ii. Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 3.2.B. of the General Conditions.
- (8) Reduction or limitation of retainage, if any, shall be as follows:

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

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

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

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

6. Termination or Suspension.

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

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

7. Other Provisions.

A. Substantial Completion Defined. Substantial Completion shall be defined as provided in Article I of the General Conditions. In the event a temporary certificate of occupancy or completion is issued establishing Substantial Completion, the Contractor shall diligently pursue the issuance of a permanent certificate of occupancy or completion.

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

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

site, and provided written notice has been submitted to the Owner by the Contractor documenting same.

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

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

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

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

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

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

8. Insurance and Bonding. If and to the extent required by the Invitation for Bid documents, the Contractor shall furnish insurance coverage for (but not necessarily limited to) workers’ compensation, commercial general liability, auto liability, excess liability, and builder’s risk. The Contractor shall furnish to the Owner all appropriate policies and Certificate(s) of Insurance. The Contractor shall also post a Payment and Performance Bond for the Contract Sum, within ten (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. Exhibits. Exhibits to this Agreement are as follows:

Exhibit A—Title(s) of Drawings

Exhibit B—Title(s) of Specifications

Exhibit C—Affidavit of No Conflict

Exhibit D—Certificate(s) of Insurance

Exhibit E—Payment and Performance Bond

Exhibit F—Standard Forms

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

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

Name of Contractor

By: _____

Printed Name: _____

Title: _____

Date: _____

MANATEE COUNTY, a political subdivision
of the State of Florida

By: _____

Printed Name: _____

Title: _____

Date: _____

GENERAL CONDITIONS
of the
CONSTRUCTION AGREEMENT

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. Compensable Delay	GC-1
F. Contractor's Personnel	GC-1
G. Construction Services	GC-1
H. Contract Sum	GC-1
I. Construction Team	GC-1
J. Contract Time	GC-1
K. Days	GC-1
L. Defective	GC-2
M. Excusable Delay	GC-2
N. Field Directive	GC-2
O. Final Completion Date	GC-2
P. Float or Slack Time	GC-2
Q. Force Majeure	GC-2
R. Inexcusable Delay	GC-2
S. Non-prejudicial Delay	GC-2
T. Notice to Proceed	GC-2
U. Owner	GC-2
V. Owner's Project Representative	GC-2
W. Payment and Performance Bond	GC-3
X. Permitting Authority	GC-3
Y. Prejudicial Delay	GC-3
Z. Progress Report	GC-3
AA. Project	GC-3
BB. Project Costs	GC-3
CC. Project Manager	GC-3
DD. Project Plans and Specifications	GC-3
EE. Project Schedule	GC-3
FF. Project Site	GC-3
GG. Pre-operation Testing	GC-3
HH. Procurement Ordinance	GC-4
II. Punch List Completion Date	GC-4
JJ. Subcontractor	GC-4
KK. Substantial Completion and Substantially Complete	GC-4
LL. Substantial Completion Date	GC-4
MM. Unit Price Work	GC-4
NN. Work	GC-4
OO. Work Directive Change	GC-4
 Article II-- Relationship and Responsibilities	 GC-5
2.1 Relationship between Contractor and Owner	GC-5

A. Purpose	GC-5
B. Construction Team	GC-5
C. Response to Invitation for Bid	GC-5
2.2 General Contractor Responsibilities	GC-5
A. Personnel	GC-5
B. Cooperation with Architect/Engineer	GC-5
C. Timely Performance	GC-6
D. Duty to Defend Work	GC-6
E. Trade and Industry Terminology	GC-6
2.3 Project Schedule	GC-6
2.4 Construction Services	GC-7
A. Construction of Project	GC-7
B. Notice to Proceed	GC-7
C. Quality of Work	GC-7
D. Materials	GC-8
E. Accountability for Work	GC-8
F. Contract Sum	GC-8
G. Governing Specifications	GC-8
H. Adherence to Project Schedule	GC-8
I. Superintendent	GC-8
J. Work Hours	GC-9
K. Overtime-Related Costs	GC-9
L. Insurance, Overhead and Utilities	GC-9
M. Cleanliness	GC-9
N. Loading	GC-9
O. Safety and Protection	GC-9
P. Emergencies	GC-10
Q. Substitutes	GC-10
R. Survey and Stakes	GC-11
S. Suitability of Project Site	GC-11
T. Project Specification Errors	GC-12
U. Remediation of Contamination	GC-12
V. Interfacing	GC-13
W. Job Site Facilities	GC-13
X. Weather Protection	GC-13
Y. Performance and Payment Bond	GC-14
Z. Construction Phase; Building Permit; Code Inspection	GC-14
(1) Building Permit	GC-14
(2) Code Inspections	GC-14
(3) Contractor's Personnel	GC-14
(4) Lines of Authority	GC-15
AA. Quality Control	GC-15
BB. Management of Subcontractors	GC-15
CC. Job Requirements	GC-16
DD. As-Built Drawings	GC-17
EE. Progress Reports	GC-17
FF. Contractor's Warranty	GC-18

<i>GG Apprentices</i>	GC-18
<i>HH Schedule of Values</i>	GC-18
<i>II. Other Contracts</i>	GC-19
Article III-- Compensation	GC-19
3.1 Compensation	GC-19
<i>A. Adjustments</i>	GC-19
<i>B. Valuation</i>	GC-19
<i>C. Unit Price Work</i>	GC-19
3.2 Schedule of Compensation	GC-20
<i>A. Periodic Payments for Services</i>	GC-20
<i>B. Payment for Materials and Equipment</i>	GC-20
<i>C. Credit toward Contract Sum</i>	GC-20
3.3 Invoice and Payment.....	GC-20
<i>A. Invoices</i>	GC-20
<i>B. Additional Information; Processing of Invoices</i>	GC-20
<i>C. Architect/Engineer's Certificate</i>	GC-21
<i>D. Warrants of Contractor with Respect to Payments</i>	GC-21
<i>E. All Compensation Included</i>	GC-21
Article IV-- Subcontractors	GC-21
4.1 Subcontracts	GC-21
<i>A. Subcontracts Generally</i>	GC-21
<i>B. No Damages for Delay</i>	GC-22
<i>C. Subcontractual Relations</i>	GC-22
<i>D. Insurance; Acts & Omissions</i>	GC-22
4.2 Relationship and Responsibilities	GC-22
4.3 Payments to Subcontractors; Monthly Statements.....	GC-23
<i>A. Payment</i>	GC-23
<i>B. Final Payment of Subcontractors</i>	GC-23
4.4 Responsibility for Subcontractors.....	GC-23
4.5 Contingent Assignment of Subcontractors	GC-23
Article V-- Changes in Work	GC-24
5.1 General.....	GC-24
5.2 Minor Changes in the Work.....	GC-24
5.3 Emergencies	GC-24
5.4 Concealed Conditions	GC-24
5.5 Hazardous Materials	GC-25
5.6 Change Orders; Adjustments to Contract Sum	GC-25
<i>A. Change Orders Generally</i>	GC-25
5.7 Unit Prices.....	GC-26
5.8 Owner-Initiated Changes	GC-26
5.9 Unauthorized Work.....	GC-26
5.10 Defective Work.....	GC-26
5.11 Estimates for Changes.....	GC-26
5.12 Form of Proposed Changes.....	GC-26
5.13 Changes to Contract Time.....	GC-26

Article VI-- Role of Architect/Engineer	GC-27
6.1 General.....	GC-27
<i>A. Retaining</i>	<i>GC-27</i>
<i>B. Duties.....</i>	<i>GC-27</i>
<i>C. Termination</i>	<i>GC-27</i>
6.2 Administration	GC-27
<i>A. Site Visits</i>	<i>GC-27</i>
<i>B. Reporting.....</i>	<i>GC-28</i>
6.3 Interpretation of Project Plans and Specifications	GC-28
6.4 Rejection of Non-Conforming Work.....	GC-28
6.5 Correction of Work.....	GC-28
6.6 Timely Performance of Architect/Engineer	GC-28
Article VII-- Owner's Rights and Responsibilities.....	GC-29
7.1 Project Site; Title	GC-29
7.2 Project Plans and Specifications; Architect/Engineer.....	GC-29
7.3 Surveys; Soil Tests and Other Project Site Information	GC-29
7.4 Information; Communication; Coordination	GC-30
7.5 Governmental Body	GC-30
7.6 Pre-Completion Acceptance	GC-30
7.7 Ownership and Use of Drawings, Specifications and Other Instruments of Service.....	GC-30
7.8 Owner's Project Representative.....	GC-31
<i>A. Responsibilities.....</i>	<i>GC-31</i>
<i>B. Limitations.....</i>	<i>GC-31</i>
Article VIII-- Resolution of Disagreements; Claims for Compensation	GC-32
8.1 Owner to Decide Disputes	GC-32
8.2 Finality	GC-32
8.3 No Damages for Delay.....	GC-32
8.4 Permitted Claims Procedure.....	GC-32
8.5 Contract Claims and Disputes.....	GC-33
8.6 Claims for Consequential Damages	GC-33
Article IX—Indemnity.....	GC-34
9.1 Indemnity	GC-34
<i>A. Indemnification Generally.....</i>	<i>GC-34</i>
<i>B. Claims by Employees.....</i>	<i>GC-34</i>
9.2 Duty to Defend.....	GC-34
Article X-- Accounting Records; Ownership of Documents	GC-35
10.1 Accounting Records.....	GC-35
10.2 Inspection and Audit	GC-35
10.3 Access	GC-35
10.4 Ownership of Documents.....	GC-35

Article XI-- Public Contract Laws	GC-35
11.1 Equal Opportunity Employment	GC-35
<i>A. Employment</i>	GC-35
<i>B. Participation</i>	GC-36
11.2 Immigration Reform and Control Act of 1986	GC-36
11.3 No Conflict of Interest	GC-36
<i>A. No Interest in Business Activity</i>	GC-36
<i>B. No Appearance of Conflict</i>	GC-36
11.4 Truth in Negotiations	GC-36
11.5 Public Entity Crimes	GC-37
Article XII-- Force Majeure, Fire or Other Casualty	GC-37
12.1 Force Majeure	GC-37
<i>A. Unavoidable Delays</i>	GC-37
<i>B. Concurrent Contractor Delays</i>	GC-37
<i>C. Notice; Mitigation</i>	GC-37
12.2 Casualty; Actions by Owner and Contractor	GC-37
12.3 Approval of Plans and Specifications	GC-38
12.4 Notice of Loss or Damage	GC-38
Article XIII-- Representations, Warranties and Covenants	GC-38
13.1 Representations and Warranties of Contractor	GC-38
13.2 Representations of the Owner	GC-41
Article XIV-- Termination and Suspension	GC-42
14.1 Termination for Cause by Owner	GC-42
<i>A. Nonperformance</i>	GC-43
<i>B. Insolvency</i>	GC-43
<i>C. Illegality</i>	GC-43
<i>D. Rights of Owner</i>	GC-43
14.2 Termination without Cause by Owner	GC-43
<i>A. Release of Contractor</i>	GC-43
<i>B. Waiver of Protest</i>	GC-44
14.3 Suspension without Cause	GC-44
14.4 Termination Based Upon Abandonment, Casualty or Force Majeure	GC-44
14.5 Vacation of Project Site; Delivery of Documents	GC-44
14.6 Termination by the Contractor	GC-44

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: **AECOM Technical Services, Inc.**, a **California** corporation, registered and licensed to do business in the State of Florida.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II RELATIONSHIP AND RESPONSIBILITIES

2.1 Relationship between Contractor and Owner. The Contractor accepts the relationship of trust and confidence established with Owner pursuant to the Contract Documents.

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

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

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

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

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

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

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

C. Timely Performance. The Contractor shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the

Work, in accordance with the Project Schedule. Verification of estimated Project Schedule goals will be made as requested by the Owner.

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

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

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

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

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

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

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

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

C. Quality of Work. If at any time the labor used or to be used appears to the Owner as insufficient or improper for securing the quality of Work required or the required rate of progress, the Owner may order the Contractor to increase its efficiency or to improve the character of its Work, and the Contractor shall conform to such an order. Any such order shall not entitle Contractor to any additional compensation or any increase in Contract Time. The failure of the Owner to demand any increase of such efficiency or any improvement shall not release the Contractor from its obligation to secure the quality of Work or the rate of progress necessary to complete the Work within the limits imposed by the Contract Documents. The Owner may require the Contractor to remove such personnel as the Owner deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the

Project is deemed to be contrary to the Owner's interest. The Contractor shall provide good quality workmanship and shall promptly correct construction defects without additional compensation. Acceptance of the Work by the Owner shall not relieve the Contractor of the responsibility for subsequent correction of any construction defects.

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

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

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

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

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

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

(1) The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect/Engineer the name and qualifications of the proposed superintendent. The Architect/Engineer may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect/Engineer has reasonable objection to the proposed superintendent or (2) that the Architect/Engineer requires additional time to review. Failure of the Architect/Engineer to reply within 14 days shall constitute notice of no reasonable objection.

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

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

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

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

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

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

O. Safety and Protection. Contractor shall comply with the Florida Department of Commerce Safety Regulations and any local safety regulations. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:

- (1) All employees on the Work and other persons and organizations who may be affected thereby;
- (2) All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project Site; and

- (3) Other property at the Project Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

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

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

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

- (1) If a specific means, method, technique, sequence of procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to Architect/Engineer if Contractor submits sufficient information to allow Architect/Engineer to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents.

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

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

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

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

U. Remediation of Contamination: Owner and Contractor recognize that remediation of subsurface conditions may be necessary due to potential hazardous materials contamination. Because the presence or extent of any contamination is not known, Contractor shall include no cost in the Contract Sum, and no time in the Project Schedule, for cost or delays

that might result from any necessary remediation. The Project Schedule will provide a period of time between demolition activities and the start of the next activity to commence any remediation if needed. Contractor shall use all reasonable efforts in scheduling the Project to minimize the likelihood that remediation delays construction. Any hazardous materials remediation Work which Contractor agrees to perform shall be done pursuant to a Change Order or amendment consistent with the following:

- (1) The dates of Substantial Completion shall be equitably adjusted based on delays, if any, incurred in connection with remediation efforts.
- (2) Contractor, and any Subcontractors which have mobilized on the Project Site, shall be paid for demonstrated costs of overhead operations at the Project Site during any period of delay in excess of seven (7) days, except to the extent that Work proceeds concurrently with remediation. The categories of costs to be reimbursed are limited to those reasonably incurred at the jobsite during the delay period (such as trailers or offices, telephones, faxes, and the like); equipment dedicated to the Project and located at the Project Site; salaries and associated costs of personnel dedicated to the Project to the extent that they do not perform Work on other projects; and other jobsite costs that are reasonable and which are incurred during the delay period. Subcontractors and suppliers which have not mobilized are limited to the costs set forth in Section 2.4.U(3).
- (3) Contractor and any Subcontractor or supplier on the Project who is eligible for compensation shall be paid any demonstrated costs of escalation in materials or labor, and reasonable costs of off-site storage of materials identified to the Project, arising as a result of any delay in excess of seven (7) days. Such Contractor, Subcontractors and suppliers are obligated to take all reasonable steps to mitigate escalation costs, such as through early purchase of materials.
- (4) Contractor, for itself and all Subcontractors and suppliers on the Project, hereby agrees that the extension of time for delays under Section 2.4.U(1), and payment of the costs identified in Sections 2.4.U(2) and/or Section 2.4.U(3), are the sole remedies for costs and delays described in this Section, and waives all claims and demands for extended home office overhead (including, but not limited to, "Eichleay" claims), lost profit or lost opportunities, and any special, indirect, or consequential damages arising as a result of delays described in this Section. The Contract Sum shall be adjusted to reflect payment of allowable costs.
- (5) If any delay described in this section causes the time or cost for the Project to exceed the Contract Time or the Contract Sum, then the Owner may terminate the Agreement pursuant to Section 14.2.
- (6) Contractor and any Subcontractor or supplier seeking additional costs under this Section 2.4.U. shall promptly submit estimates or any costs as requested by Owner, and detailed back-up for all costs when payment is sought or whenever reasonably requested by Owner. All costs are

auditable, at Owner's discretion. Bid, estimate and pricing information reasonably related to any request for additional compensation will be provided promptly upon request.

- (7) Contractor shall include provisions in its subcontracts and purchase orders consistent with this Section.

V. Interfacing.

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

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

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

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

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

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

AA. Quality Control. The Contractor shall develop and maintain a program, acceptable to the Owner and Architect/Engineer, to assure quality control of the construction. The Contractor shall be responsible for and supervise the Work of all Subcontractors, providing

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

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

CC. Job Requirements.

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

visiting officials and representatives or manufacturers, fabricators, suppliers and distributors; daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures, and provide copies of same to Owner/Architect/Engineer;

- (l) Record names, addresses and telephone numbers of all Contractors, Subcontractors and major suppliers of materials and equipment;
 - (m) Furnish Owner/Architect/Engineer periodic reports, as required, of progress of the Work and Contractor's compliance with the approved progress schedule and schedule of shop drawing submissions;
 - (n) Consult with Owner/Architect/Engineer in advance of scheduling major tests, inspections or start of important phases of the Work;
 - (o) Verify, during the course of the Work, that certificates, maintenance and operations manuals and other data required to be assembled and furnished are applicable to the items actually installed, and deliver same to Owner/Architect/Engineer for review prior to final Acceptance of the Work; and
 - (p) Cooperate with Owner in the administration of grants.
- (2) The Contractor shall provide personnel and equipment, or shall arrange for separate Subcontractors to provide each of the following as a Project Cost:
- (a) Services of independent testing laboratories, and provide the necessary testing of materials to ensure conformance to contract requirements; and
 - (b) Printing and distribution of all required bidding documents and shop drawings, including the sets required by Permitting Authority inspectors.

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

EE. Progress Reports. The Contractor shall forward to the Owner, as soon as practicable after the first day of each month, a summary report of the progress of the various

parts of the Work under the Contract, in fabrication and in the field, stating the existing status, estimated time of completion and cause of delay, if any. Together with the summary report, the Contractor shall submit any necessary revisions to the original schedule for the Owner's review and approval. In addition, more detailed schedules may be required by the Owner for daily traffic control.

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

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

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

HH. Schedule of Values. Unit prices shall be established for this Contract by the submission of a schedule of values within ten (10) days of receipt of the Notice to Proceed. The schedule shall include quantities and prices of items equaling the Contract Sum and will subdivide the Work into components in sufficient detail to serve as the basis for progress payments during construction. Such prices shall include an appropriate amount of overhead and profit applicable to each item of Work. Upon request of the County, the Contractor shall support the values with data which will substantiate their correctness.

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

ARTICLE III COMPENSATION

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

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

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

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

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

- (1) If the total cost of a particular item of Unit Price Work amounts to 5% or more of the Contract Sum and the variation in the quantity of the particular item of Unit Price Work performed by Contractor differs by more than 15% from the estimated quantity of such item indicated in the Agreement; and
- (2) If there is no corresponding adjustment with respect to any other item of Work; and

- (3) If Contractor believes that it has incurred additional expense as a result thereof; or
- (4) If Owner believes that the quantity variation entitles it to an adjustment in the unit price; or
- (5) If the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

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

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

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

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

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

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

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

C. Architect/Engineer's Approval. Payment for Work completed shall be subject to the Architect/Engineer approving the payment requested by the Contractor and certifying the amount thereof that has been properly incurred and is then due and payable to the

Contractor, and identifying with specificity any amount that has not been properly incurred and that should not be paid. .

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

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

ARTICLE IV SUBCONTRACTORS

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

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

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

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

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

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

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

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

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

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

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

A. Payment. The Contractor shall, no later than ten (10) days after receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, pay to each Subcontractor the amount to which the Subcontractor is entitled in accordance with the terms of the Contractor's contract with such Subcontractor. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor

to make payments to sub-Subcontractors in a similar manner. After receipt of payment from Owner, if the need should arise to withhold payments to Subcontractors for any reason, as solely determined by Contractor, the Contractor shall promptly restore such monies to the Owner, adjusting subsequent pay requests and Project bookkeeping as required.

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

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

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

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

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

ARTICLE V CHANGES IN WORK

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

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

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

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

5.5 Hazardous Materials. In the event the Contractor encounters on the Project Site material reasonably believed to be hazardous, petroleum or petroleum related products, or other hazardous or toxic substances, except as provided in Section 2.4.U, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and the

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

5.6 Change Orders; Adjustments to Contract Sum.

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

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

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

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

5.8 Owner-Initiated Changes. Without invalidating the Agreement and without notice to any Surety, Owner may, at any time, order additions, deletions or revisions in the Work. These will be authorized by a written amendment, a Field Directive, a Change Order, or a

Work Directive Change, as the case may be. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided). A Work Directive Change may not change the Contract Sum or the Contract Time; but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Sum or Contract Time.

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

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

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

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

5.13 Changes to Contract Time. The Contract Time may only be changed pursuant to a Change Order or a written amendment to the Contract Documents. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making the claim to the other party. Notice of the extent of the claim with supporting data shall be delivered within fifteen (15) days from detection or beginning of such occurrence and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. The Contract time will be extended in an amount equal to time lost due to delays beyond the control of Contractor. Such delays shall include, but not be limited to, acts or neglect by Owner or others performing additional Work; or to fires, floods, epidemics, abnormal weather conditions or acts of God. Failure to deliver a written notice of claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.

ARTICLE VI

GC-26

ROLE OF ARCHITECT/ENGINEER

6.1 General.

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

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

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

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

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

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

6.3 Interpretation of Project Plans and Specifications. The Architect/Engineer will be the interpreter of the requirements of the Project Plans and Specifications. Upon receipt

of comments or objections by Contractor or Owner, the Architect/Engineer will make decisions on all claims, disputes, or other matters pertaining to the interpretation of the Project Plans and Specifications.

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

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

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

ARTICLE VII OWNER'S RIGHTS AND RESPONSIBILITIES

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

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

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

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

Work of or otherwise interfere with any Subcontractor, materialman, laborer, or supplier, or otherwise interfere with the Work of the Contractor. Owner shall furnish the data required of Owner under the Contract Documents promptly.

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

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

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

- (1) The Architect/Engineer and the Architect/Engineer's consultants shall be deemed the authors and owners of their respective instruments of service, including the Project Plans and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the instruments of service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be constructed as publication in derogation of the Architect/Engineer's or Architect/Engineer's consultants' reserved rights.
- (2) The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the drawings and specifications provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Project Plans and Specifications or other instruments of service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the drawings or specifications on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect/Engineer and the Architect/Engineer's consultants.

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

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

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

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

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

ARTICLE VIII
RESOLUTION OF DISAGREEMENTS;
CLAIMS FOR COMPENSATION

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

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

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

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

- (1) All claims must be submitted as a request for Change Order in the manner as provided in Article V.
- (2) The Contractor must submit a notice of claim to Owner's Project Representative and to the Architect/Engineer within fifteen (15) days of when the Contractor was or should have been aware of the fact that an occurrence was likely to cause delay or increased costs. Failure to submit a claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.
- (3) Within twenty (20) days of submitting its notice of claim, the Contractor shall submit to the Owner's Project Representative its request for Change Order, which shall include a written statement of all details of the claim, including a description of the Work affected.
- (4) After receipt of a request for Change Order, the Owner's Project Representative, in consultation with the Architect/Engineer, shall deliver to the Contractor, within twenty (20) days after receipt of request, its written response to the claim.

- (5) In the event the Owner and Contractor are unable to agree on the terms of a Change Order, the Owner shall have the option to instruct the Contractor to proceed with the Work. In that event, the Owner shall agree to pay for those parts of the Work, the scope and price of which are not in dispute. The balance of the disputed items in the order to proceed will be resolved after completion of the Work, based upon completed actual cost.
- (6) The rendering of a decision by Owner with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by Owner or Contractor of such right or remedies as either may otherwise have under the Contract Documents or by laws or regulations in respect of any such claim, dispute or other matter.

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

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

- (1) damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- (2) damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the work.

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

ARTICLE IX INDEMNITY

9.1 Indemnity.

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

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

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

ARTICLE X

ACCOUNTING RECORDS; OWNERSHIP OF DOCUMENTS

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

10.2 Inspection and Audit. The Contractor's records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the Owner's agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of its payees during the performance of the Work. These records shall include, but not be limited to, accounting records, written policies and procedures, Subcontractor files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, Change Order files (including documentation covering negotiated settlements),

and any other supporting evidence necessary to substantiate charges related to the Contract Documents. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the Contract Documents. For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of the Contract Documents, for the duration of Work, and until three (3) years after the date of final payment by the Owner to the Contractor pursuant to the Contract Documents.

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

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

ARTICLE XI PUBLIC CONTRACT LAWS

11.1 Equal Opportunity Employment.

A. Employment. The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, disability or age, and will take affirmative action to insure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, creed, sex, color, national origin, disability or age. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining, including apprenticeship and on-the-job training.

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

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

11.3 No Conflict of Interest. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure the Contract Documents, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working

solely for the Contractor, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of the Contract Documents.

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

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

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

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

ARTICLE XII

FORCE MAJEURE, FIRE OR OTHER CASUALTY

12.1 Force Majeure.

A. Unavoidable Delays. Delays in any performance by any party contemplated or required hereunder due to fire, flood, sinkhole, earthquake or hurricane, acts of God, unavailability of materials, equipment or fuel, war, declaration of hostilities, revolt, civil strife, altercation or commotion, strike, labor dispute, or epidemic, archaeological excavation, lack of or failure of transportation facilities, or any law, order, proclamation, regulation, or ordinance of any government or any subdivision thereof, or for any other similar cause to those enumerated, beyond the reasonable control and which with due diligence could not have been

reasonably anticipated, shall be deemed to be events of Force Majeure and any such delays shall be excused. In the event such party is delayed in the performance of any Work or obligation pursuant to the Contract Documents for any of the events of Force Majeure stated in this Section 12.1, the date for performance required or contemplated by the Contract Documents shall be extended by the number of calendar days such party is actually delayed

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

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

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

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

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

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

ARTICLE XIII REPRESENTATIONS, WARRANTIES AND COVENANTS

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

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

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

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

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

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

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

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

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

I. The Contractor shall assist and cooperate with the Owner and shall accomplish the construction of the Project in accordance with the Contract Documents and the Project Plans and Specifications, and will not knowingly violate any laws, ordinances, rules, regulations, or orders that are or will be applicable thereto.

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

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

L. If the Work is defective, or Contractor fails to supply sufficient skilled workers, or suitable materials or equipment, or fails to furnish or perform the Work in such a

way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof and terminate payments to the Contractor until the cause for such order has been eliminated. Contractor shall bear all direct, indirect and consequential costs for satisfactory reconstruction or removal and replacement with non-defective Work, including, but not limited to fees and charges of Architect/Engineers, 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 exclude Contractor from all or part of the site, take possession of all or part of the Work, Contractor's tools, construction equipment and machinery at the site or for which Owner has paid Contractor but which are stored elsewhere. All direct and indirect costs of Owner in exercising such rights and remedies will be charged against Contractor in an amount approved as to reasonableness by Architect/Engineer and a Change Order will be issued incorporating the necessary revisions.

N. If within three (3) years after the Substantial Completion Date or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work or if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instruction, Owner may have the defective Work corrected/removed and all direct, indirect and consequential costs of such removal and replacement will be paid by Contractor. Failing payment by the Contractor and notwithstanding any other provisions of the Contract Documents to the contrary, Owner shall have the right to bring a direct action in the Circuit Court to recover such costs.

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

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

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

C. The Contract Documents and each Contract Document contemplated hereby to which the Owner is or will be a party has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by, the Owner, and neither the execution and delivery thereof nor compliance with the terms and provisions thereof or

hereof: (a) requires the approval and consent of any other person or party, except such as have been duly obtained or as are specifically noted herein; (b) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on the Owner; or (c) contravenes or results in any breach of, default under, or result in the creation of any lien or encumbrance upon the Owner under any indenture, mortgage, deed of trust, bank loan, or credit agreement, the charter, ordinances, resolutions, or any other agreement or instrument to which the Owner is a party, specifically including any covenants of any bonds, notes, or other forms of indebtedness of the Owner outstanding on the date of the Contract Documents.

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

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

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

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

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

ARTICLE XIV TERMINATION AND SUSPENSION

14.1 Termination for Cause by Owner. This Agreement may be terminated by Owner upon written notice to the Contractor should Contractor fail substantially to perform a material obligation in accordance with the terms of the Contract Documents through no fault of

the Owner. In the event Owner terminates for cause and it is later determined by a court of competent jurisdiction that such termination for cause was not justified, then in such event such termination for cause shall automatically be converted to a termination without cause pursuant to Section 14.2.

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

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

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

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

and such unpaid balance shall survive termination of the Agreement. In such event and notwithstanding any other provisions of the Contract Documents to the contrary, Owner shall be entitled to bring a direct action in the Circuit Court to recover such costs.

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

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

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

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

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

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

Owner. Upon termination, the Contractor shall deliver to the Owner all original papers, records, documents, drawings, models and other material set forth and described in the Contract Documents.

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

Exhibit A
Title(s) of Drawings

1. Wares Creek Dredging- Pedestrian Bridge Replacement at 22nd Ave. W.
and 25th Ave. W.

Exhibit B
Title(s) of Specifications

1. Wares Creek Pedestrian Bridges Replacement Project
2. Geotechnical engineering Services report for the Proposed Pedestrian Bridge Over Wares Creek- Bradenton, Florida

Exhibit C
Affidavit of No Conflict

COUNTY OF _____

BEFORE ME, the undersigned authority, this day personally appeared,

_____, a principal with full authority to bind
_____ hereinafter the "Contractor ", 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 Contractor 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 this Agreement for

Signature

SUBSCRIBED to and sworn before me this ____ day of _____, 2016.

Notary Public

My commission expires: _____

Personally Known _____ or Produced Identification _____
Type of Identification Produced _____

Exhibit D
Contractor's Certificate(s) of Insurance

Exhibit E
Contractor's Payment and Performance Bond

**MANATEE COUNTY GOVERNMENT
PUBLIC CONSTRUCTION BOND**

Bond No. _____
(Enter bond number)

BY THIS BOND, We _____, located at _____, as
(Name of Contractor) (Address)
Principal and _____, a corporation, whose address is
(Name of Surety)

are bound to Manatee County, a political subdivision of the State of Florida, herein called County, in the sum of \$ _____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

WHEREAS, the Contractor has entered into Contract No. 16-1034CD with the County for the project titled Wares Creek Pedestrian Bridge Replacement, with conditions and provisions as are further described in the aforementioned Contract, which Contract is by reference made a part hereof for the purposes of explaining this bond.

THE CONDITION OF THIS BOND is that if Principal:

1.# Performs Contract No. 16-1034CD, between Principal and County for construction of

Wares Creek Pedestrian Bridge Replacement,
(Title of Project)

the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2.# Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract; and

3.# Pays County all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract; and

4.# Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the Contract documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

DATED ON _____.

CONTRACTOR AS PRINCIPAL

SURETY

Company Name

Company Name

Signature

Signature

Print Name & Title

Print Name & Title

(Corporate Seal)

(Corporate Seal)

AGENT or BROKER

Company Name

Address

Telephone

Licensed Florida Insurance Agent? ☐ Yes ☐ No

License #: _____

State of: _____

County of: _____

City of: _____

Exhibit F
Standard Forms

APPLICATION FOR PAYMENT				Request No.: _____ Project No.: _____	
Project: _____				Purchase Order No.: _____	
From: _____ To: _____				County Bid No.: _____	
				Consultant: _____	

CONTRACT PAYMENT SUMMARY						
Original Contract Amount:				\$	-	
Change Order(s):				\$	-	
Change order summary:						
Number	Date Approved	Additive	Deductive			
SUBTOTALS:		\$	-			\$
Net change order subtotal (Additive less Deductive):				\$	-	
Current Contract Amount (CCA): (Original Amount + Change Order(s))				\$	-	
	Previous Status		Total WIP			
Value of the Work in Place (WIP)		\$	-	\$		-
Value of Stored Materials		\$	-	\$		-
Total Earned (\$ and % of CCA)		\$	-	\$		-
Retainage (\$ and % of CCA)		\$	-	\$		-
Net Earned (Total earned minus retainage)				\$	-	
TOTAL PREVIOUS PAYMENTS				\$	-	
AMOUNT DUE THIS PAYMENT (Net Earned minus Previous Payments)				\$	-	

CONTRACTOR'S AFFIDAVIT OF NOTICE	
CERTIFICATE: The undersigned CONTRACTOR certifies that all items and amounts shown on this Application for Payment are on account of work performed, materials supplied and/or materials stored on site and paid for by Contractor in accordance with the Contract Documents with due consideration for previous Payment(s), if any, received by the Contractor from the County, and that the Amount Due this Payment shown is now due.	
NOTARY:	CONTRACTOR:
State of Florida, County of _____	_____
	Name of person authorized to sign Affidavit of Notice
Sworn to (or affirmed) and subscribed before me	
this _____ day of _____ by	_____
	TITLE

(Name of person giving notice)	Contractor name, address and telephone no.:

_____	_____
(Signature of Notary Public - State of Florida)	_____
Print, Type or Stamp Commissioned Name of	_____
Notary Public:	_____
Personally Known _____ or Produced Identification _____	_____
Type of Identification Produced: _____	

VERIFICATION, RECOMMENDATION, CONCURRENCES AND APPROVALS		
	(Signatures)	(Date)
Quantities verified by:	_____	_____
Consultant/Engineer:	_____	_____
Project Management:	_____	_____
Department Head:	_____	_____
Payment approved by the		
Board of County Commissioners:	_____	_____
Attested to by the Clerk of Circuit Court:	_____	_____

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

Project Title:

Date Submitted:

Contractor Data:

Name:

Address:

City/State/Zip:

Project No:

Warranty (months):

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

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

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

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

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

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

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

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

(Affiant Signature)

NOTARY:

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

Signature of Notary Public - State of Florida: _____

Print, Type or Stamp Commissioned Name of Notary Public:

Personally Known ☐ or Produced Identification ☐

Type of Identification Produced _____

<h1 style="margin: 0;">CONTRACT CHANGE ORDER</h1> <p style="margin: 0;">(For Adjustment Amounts Less Than \$1,000,000.)</p> <p style="margin: 0;">PROJECT:</p>		<p>Change Order No.:</p> <hr/> <p>Contract Amount: (Present Value)</p> <hr/> <p>Project Number:</p> <hr/>	
NO. OF ITEM	DESCRIPTION OF ITEM AND CHANGE	DECREASE	INCREASE
1	<p>BY EXECUTION OF THIS CHANGE ORDER THE CONTRACTOR AGREES THAT ALL CLAIMS FOR ADDITIONAL CONTRACT TIME AND FEES FOR THE ITEMS IN THIS CHANGE ORDER HAVE BEEN SATISFIED.</p>		
		TOTAL DECREASE:	TOTAL INCREASE:
<p>Contractor: _____</p> <p>Address: _____</p> <p>City / State: _____</p> <p>Contractor Signature: _____ Date _____</p>		<p>THE NET CHANGE OF ADJUSTS THE CURRENT CONTRACT AMOUNT FROM TO</p> <hr/> <p>____ CALENDAR DAYS ARE ADDED TO THE SCHEDULE WHICH CHANGES THE FINAL COMPLETION DATE TO MONTH, DAY, YEAR.</p>	
RECOMMENDATION, CONCURRENCES AND APPROVALS			
<p>SIGNATURES</p>		<p>DATE</p>	
<p>Consultant / Engineer</p> <p>_____</p>		<p>_____</p>	
<p>Project Manager:</p> <p>_____</p>		<p>_____</p>	
<p>Division Manager:</p> <p>_____</p>		<p>_____</p>	
<p>Manatee County Purchasing</p> <p>_____</p>		<p>_____</p>	
<p>Jeff Streitmatter III, P.E., Project Management Division Manager</p> <p>_____</p>		<p>_____</p>	
<p>Melissa M. Wendel, CPPO, Purchasing Official</p> <p>Authority to execute this contract per Manatee County Code, Chapter 2-26,</p> <p>and per the delegation by the County Administrator effective 1/26/2009</p>		<p>_____</p>	

JUSTIFICATION FOR CHANGE	Change Order No : Project Number:
<div>1. NECESSITY FOR CHANGE:</div> <div></div> <div>2. Is change an alternate bid? (If yes, explain)</div> <div>3. Does change substantially alter the physical size of the project? (If yes, explain)</div> <div>4 Effect of this change on other "Prime" contractors?</div> <div>5 Has the Surety and insurance company been notified, if applicable? CONTRACTOR RESPONSIBILITY</div>	

