



**INVITATION FOR BID
IFB #13-1275CD
DEMOLITION OF DIGESTERS #1 AND #3 AT SWWRF**

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

NON-MANDATORY INFORMATION CONFERENCE

In order to insure that all prospective Bidders have sufficient information and understanding of the County's needs, an Information Conference will be held on: **Monday, April 1, 2013 at 10:00 AM** at the **Southwest Water Reclamation Facility, 5101 65th Street West, Bradenton, FL 34210**. Attendance is not mandatory, but is highly encouraged.

NOTE: Article B.05 Inspection of Site (page 00020-2) – All potential Contractors, it is mandatory that a site visit be performed at each location to familiarize yourselves with the full scope of the construction site.

DEADLINE FOR CLARIFICATION REQUESTS: **April 8, 2013 at 3:00 PM**
(Reference Bid Article A.06)

TIME AND DATE DUE: **April 17, 2013 at 3:00 PM**

Important Note: Lobbying is prohibited (reference Bid Article A.08).

FOR INFORMATION CONTACT:

Chris Daley- CPPB, Contract Specialist
(941) 749-3048, Fax (941) 749-3034
chris.daley@mymanatee.org
Manatee County Financial Management Department
Purchasing Division

AUTHORIZED FOR RELEASE: 

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SECTION 00010
INFORMATION TO BIDDERS

A.01 OPENING LOCATION

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

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. If a Bid is sent by **U.S. Mail**, the Bidder shall be responsible for its timely delivery to the Purchasing Division. Bids delayed by mail shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the respondent's request and expense.

A.02 SEALED & MARKED

One original and two copies of your **signed Bid** shall be submitted in one **sealed** package, clearly marked on the outside "**Sealed Bid #13-1275CD- Demolition of Digesters #1 and #3 at SWWRF**" with your company name.

Address package to: Manatee County Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, Florida 34205

A.03 SECURING OF DOCUMENTS

Complete individual copies of the Bidding documents for the project and/or products can be obtained, free of charge, at the Manatee County Public Works Department, 1022 26th Avenue East, Bradenton, FL 34208; (941) 708-7450, extension 7327 or 7334. Documents may be obtained between the hours of 8:00 AM and 4:00 PM Monday through Friday, with the exception of holidays. Complete set of the Bidding document must be used in preparing Bids. The County assumes no responsibility for errors and misinterpretations resulting from the use of incomplete sets of Bidding documents.

A.04 BID DOCUMENTS

Bids on <http://www.mymanatee.org>, Bid documents and the Notices of Source Selection related to those Bids are available for download in a portable document format (.PDF) file on the Manatee County web page on the Purchasing tab under "Bids." You may view and print these files using Adobe Acrobat software. You may download a free copy of this software (Adobe) from the Owner's web page if you do not have it.

A.04 BID DOCUMENTS (Continued)

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

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

Note: The County posts the Notice of Source Selection seven (7) calendar days prior to the effective date of the Award.

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

A.05 MODIFICATION OF BID SPECIFICATIONS

If a Bidder wishes to recommend changes to the Bid specifications, the Bidder shall furnish in writing, data and information necessary to aid the Owner in evaluating the request to modify the specifications. The Owner is not obligated to make any changes to the Bid specifications. Unless an addendum is issued, the Bid specifications shall remain unaltered. **Bidders must fully comply with the Bid specifications, terms, and conditions.**

A.06 DEADLINE FOR CLARIFICATION REQUESTS

April 8, 2013 at 3:00 PM shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the Invitation for Bids to the Manatee County Purchasing Division.

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

A.07 CLARIFICATION & ADDENDA

Each Bidder shall examine all Invitation for Bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Invitation for Bids shall be made through the Manatee County Purchasing Division. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. The

A.07 CLARIFICATION & ADDENDA (Continued)

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

If any addenda are issued to this Invitation for Bid, the County will broadcast the addenda on the DemandStar distribution system to "Planholders" on this web service, and post the documents on the Purchasing Division's web page at <http://www.mymanatee.org> which can be accessed by clicking on the "Purchasing" button and then clicking on the "Bids" button. It shall be the responsibility of each Bidder, prior to submitting their Bid, to contact Manatee County Purchasing (see contact on page 1) to determine if addenda were issued and to make such addenda a part of their Bid.

A.08 LOBBYING

After the issuance of any Invitation for Bid, prospective Bidders, or any agent, representative or person acting at the request of such Bidder shall not contact, communicate with or discuss any matter relating in any way to the Invitation for Bid with any officer, agent or employee of Manatee County other than the Purchasing Official or as directed in the Invitation for Bid. This prohibition includes the act of carbon copying officers, agents or employees of Manatee County on email correspondence. This requirement begins with the issuance of an Invitation for Bid, and ends upon execution of the final Contract or when the invitation has been canceled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Purchasing Code of Law Chapter 2-26.

A.09 UNBALANCED BIDDING PROHIBITED

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

1. Bids showing omissions, alterations of form, additions not specified or required conditional or unauthorized alternate Bids.
2. 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.
3. Bids where the unit costs offered are in excess of or below reasonable cost analysis values.

A.09 UNBALANCED BIDDING PROHIBITED (Continued)

In the event the County determines that a Bid is presumed unbalanced, it will request the opportunity to, and reserves the right to, review all source quotes, Bids, price lists, letters of intent, etc., which the Bidder obtained and upon which the Bidder relied upon to develop the Bid. The County reserves the right to reject as non-responsive any presumptive unbalanced Bids where the Bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs.

A.10 FRONT END LOADING OF BID PRICING PROHIBITED

Prices offered for performance and/or acquisition activities to 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 end loaded. Front end loaded Bids could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the Contractor to complete the Work or otherwise creating an appearance of an under-capitalized Bidder.

In the event the County determines that a Bid is presumed to be front end 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. The County reserves the right to reject as non-responsive any presumptive front end loaded Bids where the Bidder is unable to demonstrate the validity and/or necessity of the front end loaded costs.

A.11 WITHDRAWAL OF OFFERS

Contractors may withdraw offers as follows: a) Mistakes discovered before the opening of a solicitation may be withdrawn by written notice from the Bidder submitting the offer. This request must be received in the office designated for receipt of offers in the solicitation document prior to the time set for delivery and opening of the offers. A copy of the request shall be retained and the unopened offer returned to that Contractor. b) After the responses to a solicitation are opened or a selection has been determined, but before a Contract is signed, a Contractor alleging a material mistake of fact may be permitted to withdraw their offer if: (1) the mistake is clearly evident on the solicitation document; or (2) the Bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. Request to withdraw an offer must be in writing and approved by the Purchasing Official.

A.12 IRREVOCABLE OFFER

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

A.13 BID EXPENSES

All expenses for making Bids to the County are to be borne by the Bidder.

A.14 RESERVED RIGHTS

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

To be responsive, a Bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the Invitation for Bid. To be a responsible Bidder, the Bidder shall have the capability in all respects to perform fully the Contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any Bidder to furnish the service requested. Information the County deems necessary to make this determination shall be provided by the Bidder. Such information may include, but shall not be limited to current financial statements, verification of availability of equipment and personnel, and past performance records.

A.15 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 any Manatee County procurement shall be in accordance with Manatee County Purchasing Ordinance as amended. Any actual or prospective Bidder who is aggrieved in connection with the solicitation or award of a Contract may protest to the Board of County Commissioners of Manatee County as required in Manatee County Code of Laws.

A.16 COLLUSION

By offering a submission to this Invitation for Bid, the Bidder certifies that he has not divulged, discussed or compared their Bid with 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.16 COLLUSION (Continued)

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

A.17 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 Florida Statutes Chapter 112, Part II, Code of Ethics for Public Officers and Employees, such Bidder will be disqualified from eligibility to perform the Work described in this Invitation for Bid, 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 the County that all statements made and materials submitted are truthful, with no relevant facts withheld. If a Bidder is determined to have been untruthful in its Bid or any related presentation, such Bidder will be disqualified from eligibility to perform the Work described in this Invitation for Bid, 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.18 BID FORMS

Bids must be submitted on attached County 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 offer and bind the company. Bidders must fully comply with all Bid specifications, terms and conditions.** Failure to comply shall result in Contract default, whereupon, the defaulting Contractor shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by the County.

A.19 LEGAL NAME

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

A.20 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

A person or affiliate who has been placed on the State's convicted vendor list following a conviction for a public entity crime, as that term is defined in Florida Statute (F.S.) § 287.133, may not submit a Bid, Proposal, or reply on a Contract to provide any goods or services to a public entity; may not submit a Bid, Proposal, or reply on a Contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, Proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under a Contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in F.S. § 287.017 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 Contract 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 insure compliance with the foregoing, the Code requires all persons or entities desiring to Contract with the County to execute and file with the Purchasing Official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with the County. In the case of a business entity other than a partnership or a corporation, such affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, such affidavit shall be executed by the general partner(s). A Public Contracting and Environmental Crimes Certification form is attached for this purpose.

A.21 DISCOUNTS

Any and all discounts must be incorporated in the prices contained in the Bid and not shown separately. The prices as shown on the Bid Form shall be the price used in determining Award.

A.22 TAXES

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

A.23 DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the specifications, all equipment, materials and articles incorporated in the Work covered by this Contract shall be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the specifications, 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 AMERICANS WITH DISABILITIES ACT

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

A.25 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

In accordance with the provisions of Title VI of the Civil Rights Act of 1964 and Title 15, Part 8 of the Code of Federal Regulations, Manatee County hereby notifies all prospective offerors 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 an Award of Contract.

A.26 MBE/WBE

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

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

A.27 MATHEMATICAL ERRORS

In the event of multiplication/extension error(s), the unit price shall prevail. In the event of addition error(s) the extension totals will prevail. All Bids shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

A.28 DISCLOSURE

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

Bids become subject to disclosure thirty (30) days after the opening or if a notice of intended Award decision is made earlier than this time as provided by F.S. 119.071(1)(b). No announcement or review of the offer shall be conducted at the public opening. If the County rejects all offers and concurrently notices its intent to reissue the solicitation, initial offers are exempt until the County provides notice of its intended decision, or thirty (30) days after the opening of the new offers.

Based on the above, Manatee County will receive Bids at the date and time stated, and will make public at the opening the names of the business entities of all that submitted an offer and any amount presented as a total offer without any verification of the mathematics or the completeness of the offer. Upon the expiration of the statutory term for exemption the actual documents may be inspected or copied. When County staff have completed a mathematic validation and inspected the completeness of the offers, tabulation shall be posted on www.mymanatee.org.

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

END OF SECTION A

SECTION 00020
BASIS OF AWARD

B.01 BASIS OF AWARD

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

Only one schedule for Completion of the Work shall be considered. Only one Award shall be made.

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

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

Whenever two or more Bids are equal with respect to price, the Bid received from a local business shall be given preference in Award. Whenever two or more Bids which are equal with respect to price are received, and neither of these Bids are from a local business, 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.

B.02 SUBCONTRACTORS

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

The employment of unauthorized aliens by any Contractor is considered a violation of Section 274 (e) of the Immigration and Employment Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

B.03 QUALIFICATIONS OF BIDDERS

No person who is not certified or registered as a General Contractor pursuant to the terms of Florida Statutes Chapter 489 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 project. In the event that a Bidder is a business organization, including a partnership, corporation, business trust or other legal entity as set forth in F.S. 489.119(2), then the Bidder shall only be qualified to bid on this project 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 F.S. 489.119, 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.

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

B.04 PREPARATION OF CONTRACT

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

B.05 INSPECTION OF SITE

Inspection of the site is a requirement to be considered for award of this Bid. Prior to submitting a Bid, each Bidder shall examine the site and all conditions thereon fully familiarizing themselves with the full scope of the project. Failure to become familiar with 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 plans and specifications. Site visit (s) shall be acknowledged in Section 00300, Bid Form page # 00300-1.

END OF SECTION B

SECTION 00030
GENERAL TERMS AND CONDITIONS OF THE CONTRACT

C.01 CONTRACT FORMS

The Agreement resulting from the acceptance of a Bid shall be in the form of the Agreement stated in this Bid.

C.02 ASSIGNMENT OF CONTRACT

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

C.03 COMPLETION OF WORK

The Work will be completed and ready for final inspection within the specified calendar days from the date the Contract time commences to run. Only one Bid shall be considered based on **60 calendar days**. Only one Award shall be made.

C.04 LIQUIDATED DAMAGES

If the Contractor refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will hinder its completion within the time specified, the County may seek damages. The actual damages for delay will be impossible to determine and in lieu thereof, the Contractor shall pay to the County the sum of **\$566** as fixed, agreed, and liquidated damages for each calendar day of the delay until the Work is finally accepted by the County and the Contractor and his Surety shall be liable for the amount thereof.

C.05 PAYMENT

Contractor may apply for partial payment on monthly estimates, based on the amount of work done or completed in compliance with the provisions of the Contract. Contractor shall submit an application, on a standard pay application form provided or approved by the County, of an approximate estimate of the proportionate value of the Work done, items and locations of the Work performed up to and including the last day of the period then ending. The County will then review said estimate and make any necessary revisions so that the estimate can receive approval for payment. If the Contractor and the County do not agree on the approximate estimate of the proportionate value of the Work done for any pay period, the determination of the County will be binding. The amount of said estimate after deducting any required retainage and all previous payments shall be due and payable to the Contractor, twenty (20) business days if County is its own Engineer of Record (EOR) or twenty-five (25) business days if outside agent

C.05 PAYMENT (Continued)

approval is required after the pay estimate has been approved by the agent for the County.

In accordance with the Prompt Payment Act, F.S. § 218.735(7), a Punch List shall be formulated.

Time allowed for development of punch list:

1. Awarded Contracts with an estimated cost of less than \$10 million will be within thirty (30) calendar days after reaching substantial completion. Substantial completion is defined as reaching beneficial occupancy or use.
2. Awarded Contracts with a cost of \$10 million dollars or more will be within thirty (30) calendar days OR if extended by Contract, up to sixty (60) calendar days after reaching substantial completion. Substantial completion is defined as reaching beneficial occupancy or use.

The final Contract completion date must be at least thirty (30) days after delivery of the list of items. If the list is not provided to the awarded Contractor by the agreed upon date, the Contract completion time must be extended by the number of days the County exceeds the delivery date.

It is the Contractor's responsibility for the care of the materials. Any damage to or loss of said materials is the full responsibility of the Contractor. Any periodical pay estimate signed by the Contractor shall be final as to the Contractor for any or all Work covered by the periodical pay estimate.

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

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

When the Contractor has completed the Work in compliance with the terms of the Contract documents, he shall notify the County in writing that the project is ready for final inspection. The County will then advise the Contractor as to the arrangements for final inspection and what Work, if any, is required to prepare the project or a portion thereof for final inspection. When the County determines the project or portion thereof is ready for final inspection, the County shall perform same. Upon completion of final inspection, the County will notify Contractor of all particulars in

C.05 PAYMENT (Continued)

which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies. When all such errors have been corrected, a final re-inspection will be made. The process will be repeated until, in the opinion of the County, the project has been completed in compliance with the terms of the Contract documents.

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

C.06 RETAINAGE

A retainage of 2.5% of the total Work in place shall be withheld until 75% complete. After 75% completion, the retainage shall be reduced to 1% of the total Work in place until final completion and acceptance of the Work by the County. Upon final acceptance, the remaining retainage shall be included in the final payment.

C.07 ROYALTIES AND PATENTS

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

C.08 AUTHORIZED PRODUCT REPRESENTATION

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

C.09 REGULATIONS

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

C.10 CANCELLATION

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

C.11 INDEMNIFICATION

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

C.12 MANUALS, SCHEMATICS, HANDBOOKS (IF APPLICABLE)

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

C.13 INSURANCE

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

a. Workers' Compensation/Employers' Liability

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

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

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

b. Commercial General Liability

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

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

c. Business Auto Policy

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

d. County's Protective Liability Coverage

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

C.13 INSURANCE (Continued)

e. Property Insurance

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

f. Installation Floater

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

g. Certificates of Insurance and Copies of Policies

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

ADDITIONAL INSURED:

Manatee County, a political subdivision of the State of Florida, shall be specifically named as additional insured on all applicable policies.

If the initial insurance expires prior to the completion of operations and/or services by the Contractor, renewal certificates of insurance and required copies of policies shall be furnished by the Contractor and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration. Nothing herein shall in any manner create any liability of the County in connection with any claim against the Contractor for labor, services, or materials, or of Subcontractors; and nothing herein shall limit the liability of the Contractor or Contractor's sureties to the County or to any workers, suppliers, material men or employees in relation to this Contract.

C.13 INSURANCE (Continued)

h. Certification Requirements – 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 Commissioners
P.O. Box 1000
Bradenton, FL 34206-1000
2. Certificate shall be mailed to:
Manatee County Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205
Attn: Chris Daley-CPPB, Contract Specialist

C.14 BID BOND/CERTIFIED CHECK

By offering a submission to this Invitation for Bid, the Bidder agrees should the Bidder's Bid be accepted, **to execute the form of Contract and present the same to Manatee County for approval within ten (10) calendar days after notice of Intent to Award.** The Bidder further agrees that failure to execute and deliver said form of Contract **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 a Contract, as prescribed by Manatee County, the Bid Bond/Certified Check accompanying the Bid shall be forfeited to Manatee County as agreed liquidated damages. If the County enters into a Contract with a Bidder, or if the County rejects any and/or all Bids, accompanying bond will be promptly returned.

C.15 PERFORMANCE AND PAYMENT BONDS

The successful Bidder shall furnish surety bonds using the Public Construction Bond form prescribed in F.S. § 255.05, which is provided herein, as security for faithful performance of the Contract awarded as a result of this Bid and for the payment of all persons performing labor and/or furnishing material in connection therewith. 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 F.S. § 255.05, and must not contain notice, demand or other terms and conditions, including informal pre-claim meetings, not provided for in F.S. § 255.05.

Surety of such bonds shall be in an amount equal to the Bid Award (100% each) issued by a duly authorized and nationally recognized surety company, authorized to do business in the State of Florida, satisfactory to this County. The attorney-in-fact who signs the bonds must file with the bonds, a certificate and effective dated copy of power-of-attorney. Performance and Payment Bonds shall be issued to Manatee County, a political subdivision of the State of Florida, within ten (10) calendar days after notification of Intent to Award.

C.15 PERFORMANCE AND PAYMENT BONDS (Continued)

In addition, pursuant to F.S. § 255.05(1)(b), prior to commencing Work, the Contractor shall be responsible and bear all costs associated to record the Performance and Payment 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 F.S. § 255.05(1)(b), the County will make no payment to the Contractor until the Contractor has complied with this paragraph.

Furnishing of the recorded Performance and Payment Bonds shall be requisite to execution of a Contract with the County. Said Performance and Payment Bonds will remain in force for the duration of the Contract with the premiums paid by the Contractor. Failure of the successful Bidder to execute such Contract and to supply the required bonds shall be just cause for cancellation of the Award. The County may then contract with another acceptable Bidder or re-advertise this Invitation for Bid. If another Bidder is accepted, and notice given within 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 the County at any time to require performance by the Contractor of any provisions set out in the Contract will in no way affect the right of the County, thereafter, to enforce those provisions.

C.16 NO DAMAGES FOR DELAY

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

C.17 NO INTEREST

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

C.18 CONSTRUCTION OF CONTRACT

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

C.19 BE GREEN

All Bidders are encouraged to use as many **environmentally preferable** "green" products, materials, supplies, etc. as possible in order to promote a safe and healthy environment. **Environmentally preferable are products or services that have a reduced adverse effect on the environment.** Provide detail of your organization's initiative and its ability to meet the goal of environmental sustainability.

C.20 FEDERAL REQUIREMENTS

This project is included in the Federal Stimulus Funded Programs and requires all laborers and mechanics employed by contractors and subcontractors to be paid wages at rates not less than those prevailing on projects of a character similar in locality as determined by the Secretary of labor. All Contractors and Subcontractors shall comply with the Federal Requirements section included in these bid documents.

END OF SECTION C

SECTION 00100
BID SUMMARY

D.01 THE WORK

The Work included in this Contract consists of furnishing of all labor, materials, equipment and incidentals required to perform selective demolition services of digester tanks #1 and #3 at the Southwest Water Reclamation Facility per the Contract Documents.

The Work shall consist of, but is not limited to, tank cleaning services, remove/demolish all equipment on top of tanks, remove/demolish tanks' roofs, remove/demolish all tanks' internals, remove/demolish all piping systems that are not required for tank operation, remove/demolish all miscellaneous electrical items and ancillary equipment not required for tank operation.

The price for the tank cleaning portion of the project shall include all labor, hoses, high powered vacuum trucks, pressure washer, all required ppe equipment, and disposal of all sludge and grit in accordance with state and federal regulations at an approved disposal site.

The Contractor shall adhere to Manatee County's confined space safety protocols by using trained and certified confined space personnel and providing and posting a confined space permit while on site, in accordance with OSHA 29 CFR 1910.

Location:

Manatee County Utilities
Southwest Water Reclamation Facility
5101 65th Street West
Bradenton, FL 34210.

The Contractor shall furnish all shop drawings, working drawings, labor, materials, equipment, tools, services and incidentals necessary to complete all Work required by these specifications.

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

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

D.02 SUBCONTRACTORS, SUPPLIERS AND OTHERS

The identity of Subcontractors, Suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment) may be requested by the County for each Bid item from any of the Bidders; and the Bidder shall respond within five (5) days after the date of such request. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, persons or organization if requested by County. If County, after due investigation, has reasonable objection to any proposed Subcontractor, supplier, other person or organization, County may, before the Notice of Award is given, request the apparent successful Bidder to submit an acceptable substitute without an increase in Contract price or Contract time.

If apparent successful Bidder declines to make any such substitution, County may award the Contract to the next lowest qualified Bidder that proposes to use acceptable Subcontractors, Suppliers, and other persons who County does not make written objection to Contractor shall not be required to employ any Subcontractor, Supplier, other person or organization who Contractor has reasonable objection to.

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

D.03 BIDS

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

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

D.04 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

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

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

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

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

D.05 MATERIALS AND WORKMANSHIP

All materials and apparatus required for this Work, except as specified otherwise, shall be new, of first class quality, and shall be furnished, delivered, connected and finished in every detail. Construction shall be prescribed by good industry practice and in accordance with manufacturer's recommendations for the type being installed.

Use skilled workman trained and experienced in the necessary trades and who are completely familiar with the specified requirements and the methods needed for proper performance of the Work of this section.

D.06 REGULATIONS AND MATERIAL DISPOSAL

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

D.07 PROJECT CLOSE-OUT

Clean construction site and remove any and all excess materials. Correct any damages to property that may have occurred as a result of installation and/or delivery. Repair and patch all surfaces cut for installation. The Contractor shall remedy any deficiencies promptly should the County determine any Work is incomplete or defective.

When the County determines the Work is acceptable in accordance with this Invitation for Bid, the Contractor shall provide the close out submittals, including but not necessarily limited to the following:

- | | | |
|-------|-----------------------------------|-------------------|
| 1 set | Certificate of Warranties | |
| 1 set | Manufacturer's Product Literature | (when applicable) |
| 1 set | Project Record Drawings | |
| 1 set | Subcontractor Information | (when applicable) |

D.08 DISCRETIONARY WORK

This Bid item entails minor increases (that may be directed by staff) to existing Bid item quantities or minor modification items not bid which were unforeseen and necessary during the construction to provide a safe, complete project in accordance with Bid documents. (This will not affect the requirement for change orders involving major modifications to the project.) Payment for all Work under this item shall be made only at the County's discretion in order to satisfactorily complete the project. In general, this item is for unanticipated conflicts and/or design changes required during construction which are necessary to complete the project without changing the initial Scope of Work and without costly delays.

D.09 PROGRESS REQUIREMENTS

All Work done under this Contract shall be done with a minimum of inconvenience to the private property owners in the area. The Contractor shall coordinate his Work with private property owners such that existing utility services are maintained and they have access to their property at all times.

END OF SECTION D

SECTION 00150

MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION

E.01 Vendor Registration

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

Enclosed are a copy of the current Manatee County law that details the County's Local Preference and the County's definition of a local business.

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

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

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

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

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

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

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

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

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

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

- a) Whenever a responsible local business Bidder and a responsible non-local business Bidder are found, upon the opening of Bids, to have both submitted the lowest responsive Bid, the Bid of the local Bidder shall be awarded the Contract. Should more than one responsible local business Bidder match the responsible non-local business Bidder's lowest responsive Bid, or should no responsible local business Bidder match the lowest responsive Bid but two or more responsible non-local business Bidders submit lowest responsive Bids for equal amounts, then the Award of the Contract shall be determined by a chance drawing, coin toss, or similar tie-breaking method conducted by the Purchasing Division and open to the public. Any Bidders seeking to be recognized as local businesses for purposes of this local business preference provision may be required by the terms of the Bid announcement to certify they meet the definition of local business set forth in this section, and to register as a local business with the County in the manner prescribed by the County to facilitate the County's ability to track the Award of Contracts to local businesses and to allow the County to provide future notifications to its local businesses concerning other Bidding opportunities.
- b) Nothing herein shall be deemed to prohibit the inclusion of requirements with respect to operating and maintaining a local place of business in any Invitation for Bids when the Bidder's location materially affects the provisions of the services or supplies that are required by the invitation.
- c) **Local business is defined as a business legally authorized to engage in the sale of the goods and/or services to be procured, and which certifies within its Bid that for at least six (6) months prior to the announcement of the solicitation of Bids it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one full-time employee at that location.**
- d) **Each solicitation for Bids made by the County shall contain terms expressly describing the local business preference policies of the County, and shall provide that by electing to submit a Bid pursuant to an Invitation for Bid, all Bidders are deemed to understand and agree to those policies.**
- e) For all Contracts for architecture, professional engineering, or other professional services governed by Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, the County shall include the local business status of a firm among the factors considered when selecting which firms are "most highly qualified." In determining which firm is the "most qualified" for purposes of negotiating a satisfactory Contract, preference shall be given to a local business where all other relevant factors are equal.

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

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

1. Goods or services provided under a cooperative purchasing agreement or similar "piggyback" contract;
2. Contracts for professional services subject to Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, except as provided for in subsection (e) above;
3. Purchases or Contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
4. Purchases or Contracts made pursuant to a non-competitive award process, unless otherwise provided by this section;
5. Any Bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the County Commission or County Administrator, or where such suspension is, in the opinion of the County Attorney, required by law.

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

1. Has not within the five (5) years prior to the Bid announcement admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law, or a law or administrative regulation regarding fraud;
2. Is not currently subject to an unresolved citation or notice of violation of any Manatee County Code provision, except citations or notices which are the subject of a current legal appeal, as of the date of the Bid announcement;
3. Is not delinquent in the payment of any fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, except any such sums which are the subject of a current legal appeal.

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

END OF SECTION E

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

A. Authorized Representative

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

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

Business Phone Number: _____

Email Address: _____

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

D. Criminal Violations: I certify that within the past five (5) years of the date of this Bid announcement, this business has not admitted guilt nor been found guilty by any court or local, state or federal regulatory enforcement agency of violation of any criminal law or administrative regulation regarding fraud. [Initial] _____

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

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

Each of the above certifications is required to meet the qualification of "local business" under Manatee County Code of Laws, 2-26-6.

Signature of Affiant _____

STATE OF FLORIDA
COUNTY OF _____

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

(Notary Seal) Signature of Notary: _____

Name of Notary: (Typed or Printed) _____

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

Submit executed copy to Manatee County Purchasing Division - 1112 Manatee Avenue West - Suite 803 - Bradenton, FL 34205

SECTION 00300
BID FORM
(SUBMIT IN TRIPLICATE)

For: IFB #13-1275CD- DEMOLITION OF DIGESTERS #1 AND #3 AT SWWRF

TOTAL BID PRICE (BID "A"): _____
Based on a Completion Time of 60calendar days

Only one schedule for Completion of the Work shall be considered. Only one Award shall be made.

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

We understand that the Bid package, in its entirety, including but not limited to, all specifications, terms, and conditions in their entirety shall be made a part of any Agreement or Contract between Manatee County and the successful Bidder. Failure to comply shall result in Contract default, whereupon, the defaulting Contractor shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by the County.

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

Person's Name: _____

Address: _____ Phone: _____

Date: _____ FL Contractor License# _____

License in the Name of: _____

Bidder is a WBE/MBE Vendor? _____ Certification _____

COMPANY'S NAME: _____

AUTHORIZED SIGNATURE(S): _____

Name and Title of Above Signer(s) _____

CO. MAILING ADDRESS: _____

STATE OF INCORPORATION _____ (if applicable)

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

Email address: _____

I, _____ on [date] _____ 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: _____

BID FORM

(Submit in Triplicate) Section 00300

DEMOLITION OF DIGESTERS #1 AND #3 AT SWWRF**Bid "A" Based on Completion Time of 60 Calendar Days**

ITEM NO.	DESCRIPTION	EST. QTY.	U/M	UNIT PRICE	EXTENDED PRICE
1	MOBILIZATION	1	LS	\$	\$
2	TANK CLEANING	2	LS	\$	\$
3	DEMOLITION OF DIGESTERS #1 AND #3	2	LS	\$	\$
4	DEMOBILIZATION AND SITE CLEANUP	1	LS	\$	\$
5	DISCRETIONARY WORK (USED ONLY WITH COUNTY APPROVAL)				\$10,000.00
	TOTAL PRICE FOR BID "A" - Based on Completion Time of <u>60</u> Calendar Days				\$

Bidder Name: _____

Authorized Signature: _____

**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. 13-1275CD
2. This Sworn Statement is submitted by _____ whose business address is _____ and, if applicable, its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____.
3. Name of individual signing this Sworn Statement is: _____, Whose relationship to the above entity is: _____.
4. The Trench Safety Standards that will be in effect during the construction of this project shall include, but are not limited to: Laws of Florida, Chapters 90-96, TRENCH SAFETY ACT, and OSHA RULES AND REGULATIONS 29 CFR 1926.650 Subpart P, effective October 1, 1990.
5. The undersigned assures that the entity will comply with the applicable Trench Safety Standards and agrees to indemnify and hold harmless the County and Engineer, and any of their agents or employees from any claims arising from the failure to comply with said standard.
6. The undersigned has appropriated the following costs for compliance with the applicable standards:

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

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

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

(AUTHORIZED SIGNATURE / TITLE)

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

(Impress official seal)

Notary Public, State of Florida: _____

My commission expires: _____

SECTION 00430
CONTRACTOR'S QUESTIONNAIRE
(Submit in Triplicate)

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

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID

1. License #: _____
License Issued to: _____
Date License Received (MM/DD/YR): _____
Company Name: _____

Company's Physical Address

City _____
_____ State of Incorporation, if applicable _____ (Zip Code) _____

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

For how many years? _____ Is this firm in bankruptcy? _____

_____ Years holding a Certified General Contractors License

_____ Years experience performing this type of project
(Attach a list of projects where this specific type of work was performed)

BIDDER: _____

4. (Continued)

Has license ever been suspended, revoked, removed or under investigation?

5. Describe and give the date and County of the last three government or private work of similar scope you've completed which are similar in cost, type, size, and nature as the one proposed (for a public entity), include contact name and phone number. Provide the budget, actual cost, size and summary of work for each project. Attach additional pages as necessary. (Note: If listing a Manatee County reference they should not be directly associated with this project)

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

7. Have you ever failed to complete work awarded to you? Or provide projects not completed within Contract time. If so, state when, where (contact name, address, phone number) and why.

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

BIDDER: _____

9. What specific steps have you taken to examine the physical conditions at or contiguous to the site, including but not limited to, the location of existing underground facilities? Have you visited the site(s)? _____
Provide date(s) of site visit: _____

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

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

12. If any, list (with Contract amount) WBE/MBE 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)

BIDDER: _____

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

Surety's Name: _____

Surety's Address: _____

Surety's Address: _____

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

Phone: (_____) _____

Email _____

BIDDER: _____

SECTION 00491
PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION
SWORN STATEMENT PURSUANT TO ARTICLE V,
MANATEE COUNTY PURCHASING ORDINANCE

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 a County Contract for public improvements, procurement of goods or services (including professional services) or a County lease, franchise, concession or management Agreement, or shall receive a grant of County monies unless such person or entity has submitted a written certification to the County that it has not:

- (1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
- (2) been convicted of an agreement or collusion among Bidders or prospective Bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
- (3) been convicted of a violation of an environmental law that, in the sole opinion of the County's Purchasing 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.

(Cont'd.)

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 the County's Purchasing Official. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the County.

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

[Signature]

STATE OF FLORIDA
COUNTY OF _____

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

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

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

ARTICLE 1. WORK

CONTRACTOR shall furnish all labor, materials, supplies, and other items required to complete the Work for **IFB #13-1275CD- DEMOLITION OF DIGESTERS #1 AND #3 AT SWWRF** in strict accordance with Contract documents and any duly authorized subsequent addenda thereto, all of which are made a part hereof.

ARTICLE 2. COMPENSATION

As compensation to the CONTRACTOR, the COUNTY shall pay and the CONTRACTOR will accept as full consideration for the performance of all Work required by **IFB #13-1275CD- DEMOLITION OF DIGESTERS #1 AND #3 AT SWWRF**, subject to additions and deductions as provided therein, the sum of **\$XXXXXX** for Bid "**A**" based on a completion time of **60** calendar days.

ARTICLE 3. LIQUIDATED DAMAGES

Time is of the essence in this Agreement. As of the date of this Agreement, the damages that will be suffered by the County in the event of the Contractor's failure to timely complete the Work are impossible to determine. In lieu thereof, it is agreed that if the Contractor fails to achieve substantial completion of the Work within **60** calendar days of issuance of the Notice to Proceed (accounting, however, for any extensions of time granted pursuant to approved change orders), the Contractor shall pay to the County, as liquidated damages (and not as a penalty), the sum of **\$566** per calendar

day for each day beyond 60 days until the Contractor achieves substantial completion. The County shall have the option of withholding said liquidated damages from any pay application(s) thereafter submitted by the Contractor. Alternatively, the Contractor shall immediately pay said sums to the County upon the County's demand for same.

ARTICLE 4. ENGINEER

The County of Manatee, Public Works Department, is responsible as the COUNTY and CH2MHill hereinafter referred to as "ENGINEER," designed this project and is responsible for technical/engineering reviews and decisions. The ENGINEER is a member of the COUNTY'S project management team which is collectively responsible in ensuring the Work is completed in accordance with the Contract documents.

All communications involving this project will be addressed to: Anthony Benitez, P.E., Project Engineer II, Public Works Department and to the Engineer of Record, Thomas V. Waldeck, CH2MHill. All invoicing will be addressed to the attention of: Anthony Benitez (address noted below) with invoice copies sent to Thomas V. Waldeck, (address noted below).

Manatee County Public Works Dept.
IFB# 13-1275CD
Attention: Anthony Benitez, PE
Project Engineer II
1022 26th Avenue East
Bradenton, Florida 34208
Phone (941) 708-7450 ext. 7333

CH2MHill
IFB# 13-1275CD
Attn: Thomas V. Waldeck
Project manager
4350 West Cypress Street
Tampa, Florida 33607
Phone (813) 281-7745

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

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

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

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

- 5.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Bid.
- 5.6 CONTRACTOR has given COUNTY written notice of all conflicts, errors or discrepancies that have been discovered in the Bid documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR.
- 5.7 CONTRACTOR shall schedule and perform the Work subject to COUNTY'S approval and shall hold COUNTY harmless from all liabilities incurred due to CONTRACTOR'S failure to coordinate with the COUNTY.

ARTICLE 6. CONTRACT DOCUMENTS

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

- 6.1 This Agreement and Bid document **IFB #13-1275CD**
- 6.2 Public Construction Bond Form and Insurance Certificate(s)
- 6.3 Drawings/Plans (not attached)
- 6.4 Addendum number ?? to ?? inclusive
- 6.5 CONTRACTOR'S Bid Form
- 6.6 Reports
- 6.7 The following, which may be delivered or issued after the effective date of the Agreement and are not attached hereto: all written change orders and other documents amending, modifying, or supplementing the Contract documents.

- 6.8 The documents listed in paragraphs above are attached to this Agreement (except as noted otherwise above). There are no Contract documents other than those listed above in this Article 6.

ARTICLE 7. MISCELLANEOUS

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

AGREEMENT
IFB #13-1275CD

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized representatives.

CONTRACTOR

By: _____

Print Name & Title of Signer

Date: _____

COUNTY OF MANATEE, FLORIDA

By: _____
Melissa M. Wendel, CPPO
Purchasing Official

Date: _____

**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. IFB #13-1275CD with the County for the project titled Demolition of Distors #1 and #3 at SWWRF, 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. IFB #13-1275CD, between Principal and County for construction of

Demolition of Distors #1 and #3 at SWWRF, the Contract being made a part of this bond by reference, at

(Title of Project)

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: _____

SECTION 00700
GENERAL CONDITIONS

ARTICLE 1. DEFINITIONS

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

Addendum - Written or graphic instruments issued prior to the opening of Bids which clarify or change the Bidding documents or the Contract documents.

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

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

Award - Acceptance of the Bid from the person, firm, or corporation which in the Owner's sole and absolute judgment will under all circumstances best serve the public interest. Award shall be made in accordance with Manatee County Code of Laws.

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

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

Bidding Documents - Consists of the Invitation for Bid, which includes but is not limited to the Bid Form, drawings, technical specifications, terms and conditions, and the proposed Contract documents (including all addenda issued prior to receipt of Bids); and becomes a part of the Agreement.

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

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

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

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

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

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

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

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

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

Discretionary – Payment for all Work that shall be made only at the Owner's discretion in order to satisfactorily complete the project in accordance with the plans and specifications.

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

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

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

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

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

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

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

Notice of Award - The written notice to the successful Bidder stating Award has been approved by the Board of County Commissioners; or by the Purchasing Official in accordance with Manatee County Code of Laws, Chapter 2-26, Manatee County Purchasing Ordinance.

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

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

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

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

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

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

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

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

Schedule of Values – Unit prices shall be established for this Contract by the submission of a schedule of values. The Contractor shall submit a schedule of values within ten (10) days of Notice to Proceed date. The schedule shall include quantities and prices of items equaling the Total Bid Price and will subdivide the Work into components in sufficient detail to serve as the basis for progress payments during construction. Such prices will 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.

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

Special Provisions: As required to define work or procedures not covered in the standard specifications, and as necessary to supplement or modify items in the standard specifications.

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

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

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

Successful Bidder - The lowest, responsible and responsive Bidder to whom an Award is made.

Supplier - A manufacturer, fabricator, supplier, distributor, material man or vendor.

Underground Facilities - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments and any encasement containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or

other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

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

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

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

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

ARTICLE 2. PRELIMINARY MATTERS

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

- 2.1 The Contractor must submit a proposed schedule of the Work at the preconstruction conference. The purpose of this schedule is to enable the Owner to govern the Work, to protect the functions of the local government and its citizens and to aid in providing appropriate surveillance. The Owner shall have the right to reschedule Work provided such rescheduling is in accord with the remainder of terms of the Contract. The schedule shall show, as a minimum, the approximate dates on which each segment of the Work is expected to be started and finished, the proposed traffic flows during each month, the anticipated earnings by the Contractor for each month and the approximate number of crews and equipment to be used. The Owner, after necessary rescheduling and obtaining additional information for specific purposes, shall review and approve the schedule. The Contractor shall also forward to the Owner, as soon as practicable after the first day of each month, a summary report of the progress of the various parts of the Work under the Contract, in fabrication and in the field, stating the existing status, estimated time of completion and cause of delay, if

any. Together with the summary report, the Contractor shall submit any necessary revisions to the original schedule for the Owner's review and approval. In addition, more detailed schedules may be required by the Owner for daily traffic control.

- 2.2 A Notice to Proceed may be given at any time within thirty (30) days after the effective date of the Agreement. The Contract time will commence at the time specified in such notice. Contractor shall start to perform the Work on the date specified in the Notice to Proceed, but no Work shall be done at the site prior to the date on which the Contract time commences to run.
- 2.3 If at any time the materials and appliances to be used appear to the Owner as insufficient or improper for securing the quality of Work required or the required rate of progress, the Owner may order the Contractor to increase his efficiency or to improve the character of his Work and the Contractor shall conform to such an order. The failure of the Owner to demand any increase of such efficiency of any improvement shall not release the Owner from his obligation to secure the quality of Work or the rate of progress necessary to complete the Work within the limits imposed by the Contract. The Owner may require the Contractor to remove from the Work such employees as the Owner deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the Work is deemed to be contrary to the Owner's interest.
- 2.4 The Owner reserves the right to let other Contracts in connection with this Work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and execution of their Work, and promptly connect and coordinate the Work with theirs.

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

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

Should a conflict exist within the Contract documents, the precedence in ascending order of authority are as follows: 1) Standard Printed Contract Documents, 2) Special Conditions, 3) General Conditions, and 4) Drawings.

Note: Computed dimensions shall govern over scaled dimensions.

- 3.2 It is the intent of the Contract documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract documents. Any work, materials or equipment that may reasonably be inferred from the Contract documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials, or

equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract documents) shall be effective to change the duties and responsibilities of Owner, Contractor or Engineer, or any of their agents or employees from those set forth in the Contract documents.

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

- 3.3.1 A Formal Written Amendment

- 3.3.2 A Change Order

- 3.3.3 Administrative Contract Adjustment (ACA)

- 3.3.4 A Work Directive Change

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

- 3.4.1 Discretionary Work – Field Directive

- 3.4.2 Engineer's approval of a Shop Drawing or sample

ARTICLE 4. CONTRACTOR'S RESPONSIBILITIES

- 4.1 Contractor shall keep on the Work at all times during its progress a competent resident superintendent; who shall be the Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.
- 4.2 Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract documents. Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto and except as otherwise indicated in the Contract documents, all Work at the site shall be performed during regular working hours and Contractor will not permit overtime work or the

performance of work on Saturday, Sunday or legal holiday without Owner's written consent given after prior notice to Engineer (at least seventy-two (72) hours in advance).

- 4.2.1 Contractor shall pay for all additional engineering charges to the Owner for any overtime work which may be authorized. Such additional engineering charges shall be a subsidiary obligation of Contractor and no extra payment shall be made by Owner on account of such overtime work. At Owner's option, overtime costs may be deducted from Contractor's monthly payment request or Contractor's retainage prior to release of final payment.
- 4.3 Unless otherwise specified, Contractor shall furnish and assume full responsibility for all bonds, insurance, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.
- 4.4 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract documents. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instruction of the applicable supplier except as otherwise provided in the Contract documents.
- 4.5 Contractor shall be fully responsible to Owner for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect Contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract documents shall create any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of Owner to pay or to see to the payment of any monies due any such Subcontractor, Supplier or other person or organization.
- 4.6 Permits: Unless otherwise provided, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.
- 4.7 During the progress of the Work, Contractor shall keep the premises free from accumulation of waste materials rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste

materials, rubbish, and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials and shall leave the site clean and ready for occupancy by Owner. Contractor shall restore to original conditions all property not designated for alteration by the Contract documents.

- 4.8 Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.
- 4.9 Safety and Protection: Contractor shall comply with the Florida Department of Commerce Safety Regulations and any local safety regulations. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:
- 4.9.1 all employees on the work and other persons and organizations who may be affected thereby;
- 4.9.2 all the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
- 4.9.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.
- 4.9.4 Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for the protection required by public authority or local conditions. Contractor shall provide reasonable maintenance of traffic way for the public and preservation of the Owner's business, taking into full consideration all local conditions. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed.
- 4.10 Emergencies: In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from Engineer or Owner, is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract documents have been caused thereby. If Owner

determines that a change in the Contract documents is required because of the action taken in response to an emergency, a work directive change or change order will be issued to document the consequences of the changes or variation.

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

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

4.11.2 Engineer will be allowed a reasonable time within which to evaluate each proposed substitute. Engineer will be the sole judge of acceptability and no substitute will be ordered, installed or utilized without Engineer's prior written acceptance which will be evidenced by either a change order or an approved shop drawing. Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

4.11.3 Contractor shall reimburse Owner for the charges of Engineer and Engineer's Consultants for evaluating each proposed substitute submitted after the effective date of the Agreement and all costs resulting from any delays in the Work while the substitute was undergoing review.

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

ARTICLE 5. OWNER'S RESPONSIBILITIES

- 5.1 Owner shall furnish the data required of Owner under the Contract documents promptly and shall make payments to the Contractor within a reasonable time (no more than twenty (20) days) after the Work has been accepted by the Owner. The form of all submittals, notices, change orders and other documents permitted or required to be used or transmitted under the Contract documents shall be determined by the Owner/Engineer. Standard County forms shall be utilized.

- 5.2 The Owner shall provide the lands upon which the Work under this Contract is to be done, except that the Contractor shall provide all necessary additional land required for the erection of temporary construction facilities and storage of his materials, together with right of access to same.
- 5.3 The Owner shall have the right to take possession of and use any completed portions of the Work, although the time for completing the entire Work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract documents.

ARTICLE 6. CHANGES IN THE WORK

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

ARTICLE 7. CHANGE OF CONTRACT PRICE

- 7.1 The Contract price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at his expense without change in the Contract price.
- 7.2 The Contract price may only be changed by change order or by a written amendment. Any claim for an increase or decrease in the Contract price shall be based on written notice delivered by the party making the claim to the other party. Notice of the amount of the claim with supporting data shall be delivered within ten (10) days from the beginning of such occurrence and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event.
- 7.3 The value of any Work covered by a change order or of any claim for an increase or decrease in the Contract price shall be determined in one of the following ways (at Owner's discretion):
- 7.3.1 Where the Work involved is covered by unit prices contained in the Contract documents, cost will be determined by application of such unit prices to the quantities of the items involved.
- 7.3.2 By mutual acceptance of lump sum.
- 7.3.3 On the basis of the cost of the Work, plus a 15% Contractor's fee for overhead and profit. (Contractor shall submit an itemized cost breakdown together with supporting data.)
- 7.4 Either Owner or Contractor may make a claim for an adjustment in the Contract price. The unit price of an item of Unit Price Work shall be subject to re-evaluation and adjustment under the following conditions:
- 7.4.1 If the total cost of a particular item of Unit Price Work amounts to 5% or more of the Contract price and the variation in the quantity of the particular item of Unit Price Work performed by Contractor differs by more than 15% from the estimated quantity of such item indicated in the Agreement; and
- 7.4.2 If there is no corresponding adjustment with respect to any other item of Work; and
- 7.4.3 If a Contractor believes that it has incurred additional expense as a result thereof; or

7.4.4 If Owner believes that the quantity variation entitles it to an adjustment in the unit price; or

7.4.5 If the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

ARTICLE 8. CHANGE OF CONTRACT TIME

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

8.2 The Contract time will be extended in an amount equal to time lost due to delays beyond the control of Contractor. Such delays shall include, but not be limited to, acts or neglect by Owner or others performing additional Work; or to fires, floods, epidemics, abnormal weather conditions or acts of God.

8.3 All time limits stated in the Contract documents are of the essence.

ARTICLE 9. WARRANTY, TEST/INSPECTION, CORRECTION

9.1 Contractor warrants (for a minimum period of three (3) years or as otherwise stated herein) and guarantees to Owner that all Work will be in accordance with the Contract documents and will not be defective; that Owner, representatives of Owner, governmental agencies with jurisdictional interests will have access to the Work at reasonable time for their observation, inspecting and testing (Contractor shall give Engineer timely notice of readiness of the Work for all required approvals and shall assume full responsibility, including costs, in obtaining required tests, inspections, and approval certifications and/or acceptance, unless otherwise stated by Owner).

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

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

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

9.3.2 If within three (3) years after the date of completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work or if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instruction, Owner may have the defective Work corrected/removed and all direct, indirect and consequential costs of such removal and replacement will be paid by Contractor.

ARTICLE 10. SUSPENSION/TERMINATION OF WORK

10.1 Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by written notice to Contractor, which will fix the date on which Work will be resumed. Contractor shall be allowed an increase in the Contract price or an extension of the Contract

time, or both, directly attributable to any suspension if Contractor makes an approved claim therefore.

- 10.2 Owner may terminate the Contract if Contractor commences a voluntary case under any chapter of the Bankruptcy Code or any similar action by filing a petition under any other federal or state law relating to the bankruptcy or insolvency; if a petition is filed against the Contractor under any chapter of the Bankruptcy Code or similar relief under any other federal or state law; if Contractor persistently fails to perform the Work in accordance with the Contract documents; if Contractor disregards laws or regulations of any public body having jurisdiction or the Engineer; or otherwise violates in any substantial way any provisions of the Contract.

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

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

ARTICLE 11. CONTRACT CLAIMS

- 11.1 The rendering of a decision by Engineer with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by Owner or Contractor of such right or remedies as either may otherwise have under the Contract documents or by laws or regulations in respect of any such claim, dispute or other matter. No action, either at law or at equity, shall be brought in connection with any such claim, dispute or other matter later than thirty (30) days after the date on which Owner/Engineer has rendered such written decision in respect thereof. Failure to bring an action within said thirty (30) day period shall result in Engineer's decision being final and binding on the Contractor. In no event may any such action be brought after the time at which instituting such proceedings would be otherwise barred by the applicable statute of limitations.
- 11.2 Before bringing any action in court pertaining to any claim, dispute or other matter in question(s) arising out of or relating to the Contract documents or the breach thereof, or Engineer's final decision, except for claims which have been waived by the making and acceptance of final payment, the Contractor shall first submit written notice(s) of Contract claims to the Purchasing Official for a decision; within the earlier of sixty (60) days after the last date on which the Contractor provided any goods or services required by the Contract or after the date on which the Contractor knew or should have known such a claim existed. The Manatee County Code of Laws, Section 2-26-63, Contract Claims, details the requirements and process for such a claim.

ARTICLE 12. RESIDENT PROJECT REPRESENTATIVE - DUTIES, RESPONSIBILITIES

- 12.1 Resident Project Representative is Engineer/Owner's Agent, who will act as directed by and under the supervision of the Engineer, and who will confer with Owner/Engineer regarding his actions. Resident Project Representative's dealing in matters pertaining to the on-site Work shall, in general, be only with the Owner/Engineer and Contractor and dealings with Subcontractors shall only be through or with the full knowledge of Contractor.
- 12.2 Resident Project Representative will:
- 12.2.1 Review the progress schedule, schedule of shop drawing submissions and schedule of values prepared by Contractor and consult with Owner/Engineer concerning their acceptability.
 - 12.2.2 Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with Owner/Engineer and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.

- 12.2.3 Serve as Owner/Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist him in understanding the intent of the Contract documents. As requested by Owner/Engineer, assist in obtaining additional details or information when required at the job site for proper execution of the Work.
- 12.2.4 Receive and record date of receipt of shop drawings and samples, receive samples which are furnished at the site by Contractor and notify Owner/Engineer of their availability for examination.
- 12.2.5 Advise Owner/Engineer and Contractor or his superintendent immediately of the commencement of any Work requiring a shop drawing or sample submission if the submission has not been approved by the Owner/Engineer.
- 12.2.6 Conduct on-site observations of the Work in progress to assist Owner/Engineer in determining if the Work is proceeding in accordance with the Contract documents and that completed Work will conform to the Contract documents.
- 12.2.7 Report to Owner/Engineer whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract documents, or does not meet the requirements of any inspections, tests or approvals required or if Work has been damaged prior to final payment; and advise Owner/Engineer when he believes Work should be corrected or rejected or should be uncovered of observation or requires special testing, inspection or approval.
- 12.2.8 Verify that tests, equipment and system start-ups and operating and maintenance instructions are conducted as required by the Contract documents and in the presence of the required personnel, and that Contractor maintains adequate records thereof; observe, record and report to Engineer appropriate details relative to the test procedures and start-ups.
- 12.2.9 Accompany visiting inspectors representing public or other agencies having jurisdiction over the project; record the outcome of these inspections and report to Owner/Engineer.
- 12.2.10 Transmit to Contractor, Owner/Engineer's clarifications and interpretations of the Contract documents.
- 12.2.11 Consider and evaluate Contractor's suggestions or modifications in drawings or Contract Documents and report them with recommendations to Owner/Engineer.

- 12.2.12 Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and sample submissions, reproductions of original Contract documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, Owner/Engineer's clarifications and interpretations of the Contract documents, progress reports and other project related documents.
- 12.2.13 Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions; list of visiting officials and representatives or manufacturers, fabricators, suppliers and distributors; daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to Owner/Engineer.
- 12.2.14 Record names, addresses and telephone numbers of all Contractors, Subcontractors and major Suppliers of materials and equipment.
- 12.2.15 Furnish Owner/Engineer periodic reports as required of progress of the Work and Contractor's compliance with the approved progress schedule and schedule of shop drawing submissions.
- 12.2.16 Consult with Owner/Engineer in advance of scheduling major tests, inspections or start of important phases of the Work.
- 12.2.17 Report immediately the occurrence of any accident.
- 12.2.18 Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to Owner/Engineer, noting particularly their relation to the Schedule of Values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
- 12.2.19 During the course of the Work, verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed, and deliver this material to Owner/Engineer for his review prior to final acceptance of the Work.
- 12.2.20 Before Owner/Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- 12.2.21 Conduct final inspection in the company of Owner/Engineer and Contractor and prepare a final list of items to be completed or corrected.

12.2.22 Verify that all items on final list have been completed or corrected and make recommendations to Owner/Engineer concerning acceptance.

12.3 Except upon written instructions of Owner/Engineer, Resident Project Representative:

12.3.1 Shall not authorize any deviation from the Contract documents or approve any substitute materials or equipment;

12.3.2 Shall not exceed limitations on Owner/Engineer's authority as set forth in the Contract documents;

12.3.3 Shall not undertake any of the responsibilities of Contractor, Subcontractors or Contractor's superintendent, or expedite the Work;

12.3.4 Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract documents;

12.3.5 Shall not advise on or issue directions as to safety precautions and programs in connection with the Work;

12.3.6 Shall not authorize Owner to occupy the project in whole or in part; and

12.3.7 Shall not participate in specialized field or laboratory tests.

ARTICLE 13. APPRENTICES

13.1 If successful Contractor employs apprentices, he shall be governed and comply with the provisions of F.S. § 446.011.

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

END OF SECTION

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

CONTRACTOR: _____

SEALED BID NO: IFB #13-1275CD

BID TITLE: DEMOLITION OF DIGESTERS #1 AND #3 AT SWWRF

DUE DATE/TIME: _____ @ _____

SECTION A: COMPLIANCE WITH FEDERAL LAWS

A.01 FEDERAL REQUIREMENTS FOR CONSTRUCTION PROJECTS

- a) **Davis Bacon Act**, as amended (40 U.S.C. 267a to a-7) – **Contractor is required to comply with the Davis-Bacon Act** (40 U.S.C 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts governing Federally Financed and Assisted Construction”). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of labor. In addition, contractors shall be required to pay wages not less than once a week. (*See Attachment A for Current Federal Wage Decision*); and
- b) **Contract Work Hours and Safety Standards Act** (40 U.S.C. 327 through 333) Contractor is required to comply with Sections 103 and 107 of the Contract Work Hours Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR, Part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous; and
- c) **Copeland “Anti-Kickback” Act** (18 U.S.C. 874 and 40 U.S. 276c) Contractor is required to comply with the Copeland “Anti-Kickback” Act (18 USC 874), as supplemented by Department of Labor Regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

A.02 **LABOR STANDARDS (PROJECTS OVER \$2,000)**

The following Federal Labor Standards provisions are in effect and must be complied with by all contractors and Sub-Contractors. As before mentioned it is mandatory that these legislative acts are complied with. Specific reporting requirements include, but shall not be limited to the following:

- a) Federal Wage Decision for Manatee County in Florida. Per the Davis-Bacon Act, these are applicable prevailing federal wage rates for this project. There are no State prevailing wage rates. These wage rates will be compared against those posted by the U.S. Department of Labor. In the event the Federal Wage Decision has been updated, proposers will be notified in writing in accordance with the current *Federal Wage Decision (Ref. Attachment A)*; and
- b) United States Department of Labor, Payroll Form WH-347 (OMB Approval No. 1215-0149) with accompanying Statement of Compliance. Per the Davis-Bacon Act and the Copeland Act, the awarded contractor and its subcontractor's are required to submit weekly payrolls, being accompanied by the Statement of Compliance, bearing an original signature. (*See Attachment B for the current Payroll Form WH-347 with the accompanying Statement of Compliance*)

ATTACHMENT A

Federal Prevailing Wage Decisions

FEDERAL PREVAILING WAGE

General Wage Decision Number: FL130165 03/08/2013 FL165

Superseded General Decision Number: FL20120165

State: Florida

Construction Type: Heavy

County: Manatee County in Florida

Publication Date: 03/08/2013 – Modification Number 1

(SEE ATTACHED)

General Decision Number: FL130165 03/08/2013 FL165

Superseded General Decision Number: FL20120165

State: Florida

Construction Type: Heavy

County: Manatee County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Modification Number	Publication Date
0	01/04/2013
1	03/08/2013

* ELEC0915-003 12/01/2012

	Rates	Fringes
ELECTRICIAN.....	\$ 25.13	34%+\$0.25

ENGI0925-008 01/01/2012

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Crawler Cranes; Truck		
Cranes; Pile Driver		
Cranes; Rough Terrain		
Cranes; and Any Crane not		
otherwise described below...	\$ 28.91	10.74
Hydraulic Cranes Rated 100		
Tons or Above but Less		
Than 250 Tons; and Lattice		
Boom Cranes Less Than 150		
Tons if not described below.	\$ 29.91	10.74
Lattice Boom Cranes Rated		
at 150 Tons or Above;		
Friction Cranes of Any		
Size; Mobile Tower Cranes		
or Luffing Boom Cranes of		
Any Size; Electric Tower		
Cranes; Hydraulic Cranes		
Rated at 250 Tons or		
Above; and Any Crane		
Equipped with 300 Foot or		
More of Any Boom		
Combination.....	\$ 30.91	10.74
Oiler.....	\$ 22.38	10.74

IRON0397-006 07/01/2012

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 27.67	12.59

LABO0517-002 05/01/2008

	Rates	Fringes
LABORER: Grade Checker.....	\$ 17.20	5.47

PAIN0088-008 07/01/2008

	Rates	Fringes
PAINTER: Brush, Roller and Spray.....	\$ 16.00	6.85

SUFL2009-161 06/24/2009

	Rates	Fringes
CARPENTER.....	\$ 14.95	2.92
CEMENT MASON/CONCRETE FINISHER...	\$ 14.77	3.50
LABORER: Common or General.....	\$ 10.90	0.38
LABORER: Landscape.....	\$ 7.25	0.00
LABORER: Pipelayer.....	\$ 13.75	2.06
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only).....	\$ 10.63	2.20
OPERATOR: Asphalt Paver.....	\$ 11.59	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 16.10	2.44
OPERATOR: Backhoe/Excavator.....	\$ 15.00	0.52
OPERATOR: Bulldozer.....	\$ 17.00	0.00
OPERATOR: Grader/Blade.....	\$ 16.00	2.84
OPERATOR: Loader.....	\$ 14.75	0.00
OPERATOR: Mechanic.....	\$ 14.32	0.00
OPERATOR: Roller.....	\$ 10.76	0.00
OPERATOR: Scraper.....	\$ 11.00	1.74
OPERATOR: Trackhoe.....	\$ 20.92	5.50
OPERATOR: Tractor.....	\$ 10.54	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 11.00	0.00

TRUCK DRIVER: Lowboy Truck.....\$ 12.73 0.00

TRUCK DRIVER: Off the Road
Truck.....\$ 12.21 1.97

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====
Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification
and wage rates that have been found to be prevailing for the
cited type(s) of construction in the area covered by the wage
determination. The classifications are listed in alphabetical
order of "identifiers" that indicate whether the particular
rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with
characters other than "SU" denotes that the union
classification and rate have found to be prevailing for that
classification. Example: PLUM0198-005 07/01/2011. The first
four letters , PLUM, indicate the international union and the
four-digit number, 0198, that follows indicates the local union
number or district council number where applicable , i.e.,
Plumbers Local 0198. The next number, 005 in the example, is
an internal number used in processing the wage determination.
The date, 07/01/2011, following these characters is the
effective date of the most current negotiated rate/collective
bargaining agreement which would be July 1, 2011 in the above
example.

Union prevailing wage rates will be updated to reflect any
changes in the collective bargaining agreements governing the
rates.

0000/9999: weighted union wage rates will be published annually
each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

ATTACHMENT B
Payroll Form WH-347

Wage and Hour Division

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. Dec. 2008

ADDRESS

NAME OF CONTRACTOR OR SUBCONTRACTOR	ADDRESS	OMB No.: 1235-0008 Expires: 01/31/2015
--	---------	---

PAYROLL NO.

FOR WEEK ENDING

PROJECT AND LOCATION

PROJECT OR CONTRACT NO.

[illegible]

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "turnin weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. §§ 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer/mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

(over)

Date _____

I, _____ (Name of Signatory Party) _____ (Title)
do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the _____
(Contractor or Subcontractor)
_____ that during the payroll period commencing on the _____
(Building or Work) _____ day of _____, and ending the _____ day of _____,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3 (29 C.F.R. Subtitle A) issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
63 Stat. 108, 72 Stat. 967; 76 Stat. 357, 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
applicable wage rates contained in any wage determination incorporated into the contract; that the classifications
set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship
program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and
Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered
with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such employees,
except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

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NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

CONTRACT DOCUMENTS

FOR THE CONSTRUCTION
PACKAGE FOR DEMOLITION

SWWRF NITROGEN REMOVAL AND DIGESTER MODIFICATIONS



PREPARED FOR:

MANATEE COUNTY UTILITIES
MANATEE COUNTY, FL

VOLUME 1 OF 1
SPECIFICATIONS & DRAWINGS

For Information regarding
this project contact:

THOMAS WALDECK, P.E.
4350 West Cypress Street
Suite #600
Tampa, FL 33607-4178
+1 (813) 874-6522 x57745

CH2MHILL

CH2M HILL
Project No. 457133
ISSUE FOR BID
MARCH 2013

MANATEE COUNTY UTILITIES

MANATEE COUNTY, FL

**BIDDING REQUIREMENTS
AND
CONTRACT DOCUMENTS**

for the construction of the

SWWRF NITROGEN REMOVAL AND DIGESTER MODIFICATIONS

Contract No. _____

CH2M HILL
Tampa, FL
March 2013

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Project No. 457133

Copy No. _____

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DRAWINGS

001 G 0101
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001 G 0201
004 D 1005
004 D 1006
004 D 1008
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004 D 1010
004 D 1011

END OF SECTION

**TECHNICAL
SPECIFICATIONS**

**SECTION 01 00 03
GENERAL REQUIREMENTS
FOR THE CONSTRUCTION PACKAGE FOR
SITE DEMOLITION**

PART 1 GENERAL

1.01 DEFINITIONS

- A. Owner: Manatee County.
- B. Engineer: CH2M HILL.
- C. Contractor: Entity under Contract to Owner to perform the work covered by this Section.
- D. Other Contractors: Entities under Contract to Owner to perform work covered by one of the other contracts described in 2.03.D.
- E. Project Sites: 5101 65th Street West, Bradenton, FL 34210.

1.02 SITE CONDITIONS

- A. See Supplement-2, General Project Criteria, attached.

PART 2 SUMMARY OF WORK

2.01 SPECIFICATIONS AND DRAWINGS

- A. The Specifications and Drawings included in these Contract Documents establish the performance, quality requirements, location, and general arrangement of materials and equipment, and establish the minimum standards of workmanship and appearance. There has been no attempt to separate the Specification sections into groups for work of Contractor or various trades. Should there be questions concerning the applicability or interpretation of a particular Specification section or part of a Specification section or Drawing, the questions should be directed to the Engineer prior to the submittal of a proposal for the work under this Contract.

2.02 REASONABLY IMPLIED PARTS OF THE WORK SHALL BE DONE THOUGH ABSENT FROM SPECIFICATIONS

- A. Any work that is necessary or required to make each installation satisfactory and legally operable, even though it is not specifically included in the Specifications or on the Drawings, shall be performed as incidental work as if described in the Specifications and shown on the Drawings. The expense of such incidental work shall be included in the bid.

2.03 PROJECT DESCRIPTION

- A. A brief description of the work is stated in the Bid Documents. To determine the full scope of this Contract or any particular part of this Contract, coordinate the applicable information in the several parts of the Contract Documents.
- B. This Contract is part of a project to upgrade the Manatee County Southwest Water Reclamation Facility (SWWRF) to reduce the Total Nitrogen (TN) discharged from the plant and to convert the anaerobic digesters to aerobic sludge holding tanks.
- C. The scope of this Contract is to demolish the internals and covers for two digesters (Digesters 1 and 3) including any ancillary items such as piping and electrical conduit and conductors on the digesters. This Contract will include all the work associated with the following:
 - 1. Clean tanks.
 - 2. Remove/demolish tank all equipment on top of the tank.
 - 3. Remove/demolish tanks' roofs.
 - 4. Remove/demolish all tanks' internals.
 - 5. Remove/demolish all piping systems that are not required for tank operation.
 - 6. Remove/Demolish all miscellaneous electrical items such as conduit, conductors, electrical boxes, switches, instruments, panels, and all other ancillary equipment not required for plant operation.
- D. Other Contracts that are not part of this Work: This Contract is one of two contracts required for operational sludge holding tanks. The other Contract will, demolish tanks 2 and 4, install all required equipment, piping, electrical equipment, I&C equipment and make the system operational.

PART 3 SEQUENCE OF OPERATIONS

3.01 SCHEDULING

- A. Plan the work and carry it out with minimum interference to the operation of the Other Contractors. Prior to starting the work, confer with the Engineer to develop an approved work Schedule.
- B. It may be necessary to perform certain parts of the construction work outside normal working hours in order to avoid undesirable conditions. The Contractor shall do this work at such times and at no additional cost to the Owner.

- C. Contractor shall work closely with the Other Contractors to complete this Project.
 - 1. The Contractor shall complete the work necessary to support the other contractor work.
 - 2. Under the direction of the Engineer, the contractors shall coordinate their operations so that all works are completed at the appropriate time in accordance with the overall schedule. All contractors shall attend a preconstruction conference with the purpose of coordinating their efforts.

- D. The objective of the proposed sequence of construction is to minimize the possibility of plant violations and disruption of plant operations. The sequence of construction is not all inclusive and is intended to provide the Contractor with suggestions for construction sequencing. The Contractor shall be responsible for the planning of construction sequencing and provide a plan for review by the Owner and Engineer. The Contractor shall not change any valve position or de-energize any equipment without the expressed approval of the Owner. Provide 10 days of notice before any action is taken. The Contractor shall be held responsible for disruption in operations without the expressed approval of the Owner. The following stages comprises the sequence of Construction
 - 1. Remove any grit and solids from the tanks. Dispose of grit and solids in accordance with local, state and federal regulations and with approval from the Owner. Provide unit cost (\$/dry Ton) for removing and disposing of solids and grit in tanks.
 - 2. Demolish tanks 1 and 3 after emptying and make ready for conversion by the Other Contractor. While demolishing tanks, keep the piping and transfer pumps operational since they will be reused in the final configuration.
 - 3. Tanks 2 and 4 will be operational during demolition of tanks 1 and 3. Do not interfere with the operation of tanks 2 and 4.

- E. Overall Project Schedule:
 - 1. General:
 - a. Contractor shall be required to submit, in the style, manner, and quantities, as directed by the Engineer schedule information as detailed below.

- b. Contractor shall submit with Contractor's bid proposal the name(s) of Contractor's personnel who shall be responsible for the planning, scheduling, and updating Contractor's schedule. Contractor's personnel assigned to the planning and scheduling duties shall have substantive experience in the computer application of CPM (Critical Path Method) planning and scheduling.
 - c. As a prerequisite to approval of payment for work Contractor shall be required to submit periodic updates, as required, to the Engineer. All schedules submitted to the Engineer shall be in a format acceptable to the Engineer.
 - d. Contractor shall be required to use the Precedence Diagram Method (PDM) of CPM planning and scheduling.
 - e. Contractor shall employ personnel having substantive experience in the planning and scheduling of construction procedures of this type and magnitude. Engineer may elect to evaluate the qualification of Contractor's personnel nominated for the planning and scheduling position(s) prior to commencement of the work. If, in the sole opinion of the Engineer, Contractor's personnel are deemed not to be qualified, Contractor, at Contractor's sole expense, shall assign/nominate additional personnel who also shall be subject to evaluation.
 - f. Contractor may upon approval of the Engineer employ a qualified Contractor/consultant to perform the planning and scheduling duties. Assignment of a Subcontractor or consultant by Contractor shall in no way alter or reduce the Contractor's obligations to perform the required planning and scheduling requirements.
 - g. It is the Contractor's sole responsibility to ensure that all of the Contractor's Subcontractors and suppliers provide Contractor with the required information in sufficient detail so that Contractor meets the requirements of the Contract for Construction.
 - h. The Engineer will maintain the Project Master Schedule. Contractor's schedules will be used in the development and updating of the Project Master Schedule. Project float is for the use of the project and not for exclusive benefit of the Contractor. Float may be used to mitigate changes in the work or other events which may delay performance or completion of the Project.
2. Submittals: Contractor shall be required to submit the following types of schedules:
- a. Mobilization Schedule: This is the initial schedule to be submitted to the Engineer within 7 calendar days following Notice of Award. It shall be in bar chart format with sufficient detail to show Contractor's understanding of the scope of work, procurement activities, and the ability of the Contractor to meet any project milestones.

- b. Preliminary Schedule:
 - 1) Contractor shall be required to submit to Engineer a Preliminary Schedule detailing Contractor's entire scope of work within 10 calendar days from the Notice to Proceed. Engineer will assist Contractor in the development of a work breakdown numbering structure so that Contractor's activity ID structure compliments the structure of the Master Project Schedule. The Contractor and Engineer shall agree as to the method for determining physical progress. Physical progress shall be the statusing method for updating the schedule. Progress based on remaining durations will not be allowed.
 - 2) The Preliminary Schedule shall be an accurate representation of the means, methods, and sequence to accomplish the work. This schedule will show all forced dates, relationships, relationship type, and milestones. In addition to Contractor's activities, the Preliminary Schedule shall also include any restraints by the Engineer. To the extent possible, relationships between activities will be Finish-to-Start or Start-to-Start with appropriate lag times as required. Forced dates assigned purely for convenience will not be allowed.
 - 3) The Engineer will coordinate the review of the Preliminary Schedule with Contractor. Any resubmittal required will be made within 10 calendar days.
- c. Baseline Schedule:
 - 1) Upon approval by Engineer of Contractor's Preliminary Schedule, the Preliminary Schedule shall become Contractor's Baseline Schedule. All baseline activities, relationships, lag, original durations, forced dates shall not be changed without prior written approval of the Engineer. The Baseline Schedule will be used to monitor progress of the work, progress towards achieving project milestones, pay request reconciliation and requests, if any, for extension of Subcontract Time.
 - 2) The submission by Contractor and acceptance by Engineer of any submittal, revision, update, report, or change of/to the Baseline Schedule shall not have the effect of modifying, in any way, the required Contract completion date(s), milestone date(s), or Contractor's obligations under the Subcontract.

3. Schedule Recovery:
 - a. Unless otherwise directed in writing by the Engineer, the Contractor shall promptly undertake appropriate action, at no cost to the Engineer or Owner, to recover schedule slippage whenever 1) a schedule update or revisions, or 2) Contractor first becomes aware of slippage, whichever is earlier, that Contractor did not/cannot achieve an established milestone on the Baseline Schedule and/or the Contractor's planned progress is 5 more calendar days behind planned progress. Within 5 calendar days after the slippage is recognized, the Contractor shall submit a written recovery plan to the Engineer. The recovery plan shall detail the cause(s) for the slippage and the actions Contractor will undertake to recover the slippage. Contractor shall use any and all methods including additional manhours, work shifts, equipment, materials, or Subcontractors as may be required.
 - b. Contractor's failure to submit a recovery plan and/or not undertake a recovery plan shall constitute reasonable evidence that Contractor is not prosecuting the work, or separable part of, with the diligence required under the Contract. With such lack of action, Contractor may be deemed to be in default of the Contract and actions allowed under the terms of the Contract may be taken. The acceptance and approval by the Engineer of any recovery plan does not constitute a waiver as to the Engineer's right to determine that Contractor is in default.
4. Progress Reports:
 - a. Regular progress coordination meetings shall be held at the jobsite attended by the Contractor, Engineer, and Owner. In addition, once each two weeks on a date mutually agreed upon by the Owner and Engineer a jobsite meeting will be held at which time the Schedule will be reviewed. Immediately prior to the meeting, the Contractor shall obtain from his Subcontractors the information necessary to update the Schedule to reflect progress to date. The updated Schedule shall be available at the meeting for review. In updating the Schedule, progress will be reviewed:
 - 1) To identify those activities started and completed during the previous period.
 - 2) For remaining duration, from the date of update, required to complete each activity started, but not completed.
 - 3) For a review of remaining durations for selected activities not yet started.
 - 4) For the addition of Change Orders and proposed sequencing changes to the network diagram.

3.02 COORDINATION

- A. Other Contractors will be performing work on the site. All Contractors shall cooperate in the coordination of their separate activities in a manner that will provide the least interference in the interfacing and connection of the separate elements of the overall project work.
- B. If any difficulty or dispute should arise in the accomplishment of the above, the problem shall be brought immediately to the attention of the Engineer.
- C. All Contractors and Subcontractors working on this site are subject to this requirement for cooperation, and all shall abide by the Engineer's decision in resolving project coordination problems without additional cost to the Owner.

3.03 EQUIPMENT AND SYSTEM TESTING

- A. Specific performance testing of installed equipment and systems shall be conducted by the Contractor, Vendor, or Manufacturer's Representative in the presence of the Engineer as required in the Section specifying the equipment or system.
- B. The Contractor shall furnish all labor, materials, tools, equipment, instruments, and services necessary to perform the functional and performance testing.

PART 4 SITE CONDITIONS

4.01 SITE INVESTIGATION AND REPRESENTATION

- A. The Contractor acknowledges satisfaction as to the nature and location of the work, the general and local conditions, particularly those bearing upon availability of transportation, access to the site, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, river stages, or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work, and all other matters which can in any way affect the work or the cost thereof under this Subcontract.
- B. The Contractor further acknowledges satisfaction as to character, quality, and quantity of surface and subsurface materials to be encountered from his inspection of the site and from reviewing any available records of exploratory work furnished by the Engineer. Failure by the Contractor to become acquainted with the physical conditions of the site and all the available information will not relieve the Contractor from responsibility for properly estimating the difficulty or cost of successfully performing the work.

- C. The Contractor warrants that as a result of examination and investigation of all the aforesaid data, the Contractor can perform the work in a good and workmanlike manner and to the satisfaction of the Engineer. The Engineer and/or Owner assume no responsibility for any representations made by any of its officers or agents during or prior to the execution of this Contract, unless (1) such representations are expressly stated in the Contract, and (2) the Contract expressly provides that the responsibility therefore is assumed by the Engineer and/or Owner.

4.02 INFORMATION ON SITE CONDITIONS

- A. General: Any information obtained by the Engineer regarding site conditions, subsurface information, groundwater elevations, existing construction of site facilities as applicable, and similar data will be available for inspection at the office of the Engineer upon request. Such information is offered as supplementary information only. The Contractor assumes no responsibility for the completeness or interpretation of such supplementary information.

4.03 SUBSURFACE INVESTIGATION

- A. Subsurface investigations, including test borings, have been made to indicate subsurface materials at particular locations. Engineer assumes no responsibility whatever in respect to the sufficiency or accuracy of the interpretations made of subsurface conditions, and there is no warranty or guarantee, either expressed or implied, that the conditions indicated by such investigations are representative of those existing throughout such area, or any part thereof, or that unforeseen developments may not occur.
- B. The Contractor may make arrangements with the Owner for permission to conduct, at his own expense, such additional subsurface investigation as may be necessary to verify existing conditions.

4.04 DIFFERING SUBSURFACE CONDITIONS

- A. In the event subsurface or latent physical conditions are found materially different from those indicated in these Documents, and differing materially from those ordinarily encountered and generally recognized as inherent in the character of work covered in these Contract Documents, the Contractor shall promptly, and before such conditions are disturbed, notify the Engineer in writing of such changed conditions.

- B. The Engineer will investigate such conditions promptly and following this investigation, the Contractor shall proceed with the work, unless otherwise instructed by the Engineer. If the Engineer finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for performing the work, the Engineer will review the amount of adjustment in cost and time he considers reasonable. The Engineer will make the final decision on all Change Orders to the Contract regarding any adjustment in cost or time for completion.

4.05 UTILITIES

- A. Contractor shall be responsible for identifying any utilities before starting construction.
- B. Contractor shall coordinate with plant personnel for obtaining any required utilities.
- C. To avoid damage to utilities Contractor shall obtain a dig permit from the Owner before performing excavation operations are started.

4.06 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

- A. Where the Contractor's operations could cause damage or inconvenience to telegraph, telephone, television, power, oil, gas, water, sewer, or irrigation systems, the operations shall be suspended until all arrangements necessary for the protection of these utilities and services have been made by the Contractor.
- B. Notify Plant Operations Supervisor at least 48 hours in advance if any plant utilities will be affected by Contractor's activities. Under no circumstances expose any utility without first obtaining permission from the Plant Operations Supervisor. Once permission has been granted, locate, expose, and provide temporary support for all existing underground utilities.
- C. The Contractor shall be solely and directly responsible to the Engineer and Plant Operations for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of any injuries or damage which may result from the construction operations under this Contract.
- D. Neither the Engineer, Owner, nor their officers or agents shall be responsible to the Contractor for damages as a result of the Contractor's failure to protect utilities encountered in the work.

- E. In the event of interruption to domestic water, sewer, storm drain, or other utility services as a result of accidental breakage due to construction operations, promptly notify the Engineer and Plant Operations Supervisor. Cooperate with said authority and the Engineer in restoration of service as promptly as possible and bear all costs of repair. In no case shall interruption of any water or utility service be allowed to exist outside working hours unless prior approval is granted by the Owner and the Engineer.
- F. The Contractor shall replace, at his own expense, all existing utilities or structures removed or damaged during construction, unless otherwise provided for in these Subcontract Documents or ordered by the Engineer.

4.07 INTERFERING STRUCTURES

- A. Take necessary precautions to prevent damage to existing structures whether on the surface, aboveground, or underground.

4.08 FIELD RELOCATION

- A. During the progress of construction, it is expected that minor relocations of the work will be necessary. Such relocations shall be made only by direction of the Engineer. If existing structures are encountered which prevent the construction, and which are not properly shown on the Drawings, notify the Engineer before continuing with the construction in order that the Engineer may make such field revisions as necessary to avoid conflict with the existing structures. If the Contractor shall fail to so notify the Engineer when an existing structure is encountered, and shall proceed with the construction despite this interference, he shall do so at his own risk.

PART 5 SALVAGE OF MATERIALS

5.01 MATERIAL TO BE SALVAGED

- A. Salvage work shall be considered incidental to the work, and the Contractor's cost shall be included in the applicable items of work in the Proposal.
- B. Contractor shall coordinate with Engineer equipment and materials to be salvaged, ensuring it does not affect the critical path.

PART 6 TEMPORARY CONSTRUCTION UTILITIES AND FACILITIES**6.01 LAYOUT OF TEMPORARY FACILITIES**

- A. Before starting the work, the Contractor shall submit to the Engineer his requirements for space for temporary structures and storage of materials. Should the Contractor require space in addition to that available at the jobsite, the Contractor shall make his own arrangements for storage of materials and equipment in locations off the construction site. For the allocated space, the Contractor shall submit to the Engineer for approval his proposed plan and layout for all temporary offices, sanitary facilities, temporary construction roads, storage buildings, storage yards, temporary water service and distribution, and temporary power service and distribution.

6.02 CONTRACTOR'S WORK AREA

- A. The Contractor shall limit his operations and storage of equipment and materials to areas as directed by the Engineer and Owner. The Contractor shall not disturb any wetland areas as delineated by the Engineer and Owner.
- B. The Contractor shall maintain the area during construction in a manner that will not obstruct operations of any existing street areas. He shall proceed with his work in an orderly manner, maintaining the construction site free of debris and unnecessary equipment or materials.

6.03 TEMPORARY WATER

- A. The Contractor shall provide all temporary water required for construction. Any temporary installation shall meet all pertinent regulations.

6.04 WATER FOR TESTING

- A. The Contractor shall provide the water necessary for testing equipment prior to acceptance of the work, unless otherwise specifically stated in the Specifications for the equipment, system, or facility.

6.05 TEMPORARY ELECTRIC POWER

- A. 120V and 480V power will be available at the site. Contractor shall provide metering facilities and pay for the cost of power used. Temporary electric power for performance and acceptance tests shall be paid for by the Contractor.

6.06 SAFETY REQUIREMENTS FOR TEMPORARY ELECTRIC POWER

- A. Temporary electric power installation shall meet the construction safety requirements of OSHA, state, and other governing agencies.

6.07 SANITARY FACILITIES

- A. The Contractor shall provide a chemical toilet of suitable type and maintain the facility in a sanitary condition at all times. The chemical toilet shall be of watertight construction so that no contamination of the area can result from its use. The facility shall conform to code requirements and be acceptable to the sanitary authorities. Upon completion of the work, the sanitary facility shall be removed and the area restored to its original condition.

6.08 TEMPORARY TELEPHONE SERVICE

- A. The Contractor shall furnish onsite telephone service for himself during the period of construction of the Contract.

6.09 STORAGE OF MATERIALS

- A. Materials shall be so stored as to ensure the preservation of their quality and fitness for the work. Private property shall not be used for storage purposes without the written permission of the Engineer.

6.10 STORAGE BUILDINGS/TRAILERS

- A. If necessary, the Contractor shall erect or provide as-approved, temporary storage buildings and/or trailers of the various sizes as required for the protection of equipment and materials. At or near the completion of the work, and as directed by the Engineer, the temporary storage buildings/trailers shall be dismantled, removed from the site, and remain the property of the Contractor.
- B. Combustible materials (paints, solvents, fuels, etc.) shall be stored in a well ventilated building removed from other buildings.
- C. Upon completion of the work, the area shall be returned to its original condition.

6.11 STORAGE YARDS

- A. The Contractor shall construct temporary storage yards for the storage of materials that are not subject to damage by weather conditions. Materials such as pipe, reinforcing and structural steel, shall be stored on pallets or racks, off the ground, and stored in a manner to allow ready access for inspection and inventory. Temporary gravel surfacing of the storage yards shall meet with the approval of the Engineer.

6.12 DEBRIS AND WASTE DISPOSAL FACILITIES

- A. The Contractor shall provide trash and debris bins, dumpsters, and containers for proper disposal of waste material. Construction and demolition berms shall be separated from organic, paper, and office material.

PART 7 SAFETY AND CONVENIENCE

7.01 CONSTRUCTION SAFETY PROGRAM

- A. The Contractor shall develop and maintain for the duration of this Subcontract, a safety program that will effectively incorporate and implement all required safety provisions. The safety program shall be consistent with all project site safety requirements. The Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.
- B. The duty of the Engineer to conduct construction review of the Contractor's performance is not intended to include a review or approval of the adequacy of the Contractor's safety supervisor, the safety program, or any safety measures taken in, on, or near the construction site.

7.02 SAFETY EQUIPMENT

- A. The Contractor, as part of his safety program, shall maintain at his office or other well-known place at the jobsite, safety equipment applicable to the work as prescribed by the governing safety authorities, all articles necessary for giving first-aid to the injured, and shall establish the procedure for the immediate removal to a hospital or a doctor's care of any person who may be injured on the jobsite.
- B. The Contractor shall do all work necessary to protect the general public from hazards, including, but not limited to, surface irregularities or unramped grade changes in pedestrian sidewalk or walkway, and trenches or excavations in roadway. Barricades, lanterns, and proper signs shall be furnished in sufficient amount to safeguard the plant staff, public, and the work.
- C. The performance of all work and all completed construction, particularly with respect to ladders, platforms, structure openings, scaffolding, shoring, lagging, machinery guards and the like, shall be in accordance with the applicable governing safety authorities.
- D. During construction, the Contractor shall construct and at all times maintain satisfactory and substantial temporary chain link fencing, solid fencing, railing, barricades or steel plates, as applicable, at all openings, obstructions, or other hazards in streets, sidewalks, floors, roofs, and walkways. All such barriers shall have adequate warning lights as necessary, or required, for safety.

7.03 ACCIDENT REPORTS

- A. If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the Engineer and Owner. In addition, the Contractor must promptly report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site, giving full details and statements of witnesses.
- B. If a claim is made by anyone against the Contractor or any Subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Engineer, giving full details of the claim.

7.04 SAFE ACCESS BY FEDERAL, STATE, AND LOCAL GOVERNMENT OFFICIALS

- A. Authorized government officials shall at all times have safe access to the work, and the Contractor shall provide proper facilities for such access and inspection.

7.05 TRAFFIC MAINTENANCE AND SAFETY

- A. Comply with all rules and regulations of the plant site, state, county, and city authorities regarding closing or restricting the use of plant roads, public streets, or highways. No road shall be closed, except by express permission of the Engineer (and Owner for plant roads). Conduct the work so as to assure the least possible obstruction to traffic and normal commercial pursuits. Protect all obstructions within traveled roadways by installing approved signs, barricades, and lights where necessary for the safety of the public. The convenience of the general public and residents adjacent to the project, and the protection of persons and property are of prime importance and shall be provided for in an adequate and satisfactory manner.

7.06 PROTECTION OF PROPERTY

- A. Protect stored materials, cultivated trees and crops, and other items located adjacent to the proposed work.

7.07 FIRE PREVENTION AND PROTECTION

- A. The Contractor shall perform all work in a fire-safe manner. He shall supply and maintain on the site adequate fire-fighting equipment capable of extinguishing incipient fires. The Contractor shall comply with applicable federal, state, and local fire-prevention regulations. Where these regulations do not apply, applicable parts of the National Fire Prevention Standard for Safeguarding Building Construction Operations (NFPA No. 241) shall be followed.

7.08 ACCESS FOR FIRE

- A. Notify the plant fire department before closing any plant roads or portion thereof. No closing shall be made without the Owner's approval. Notify said department when the roads are again passable for emergency vehicles. Conduct operations with the least interference to fire equipment access, and at no time prevent such access.

PART 8 PRESERVATION, RESTORATION, AND CLEANUP

8.01 SITE RESTORATION AND CLEANUP

- A. At all times during the work, keep the premises clean and orderly, and upon completion of the work, repair all damage caused by equipment and leave the project free of rubbish or excess materials of any kind.
- B. Stockpile excavated materials in a manner that will cause the least damage to adjacent lawns, grassed areas, gardens, shrubbery, or fences, regardless of whether these are on private property, or on state, county, or city rights-of-way. Remove all excavated materials from grassed and planted areas, and leave these surfaces in a condition equivalent to their original condition.
- C. All existing drainage ditches and culverts shall be reopened and graded and natural drainage restored, unless otherwise indicated on the Drawings. Restore culverts, broken or damaged, to their original condition and location.

8.02 TREE REMOVAL

- A. Trees and other natural vegetation shall not be removed or disturbed in those areas designated on the Drawings to remain undisturbed. Trees removed in other areas of the site shall be disposed of off the worksite by the Contractor.

8.03 DUST PREVENTION

- A. All unpaved streets, roads, detours, or haul roads used in the construction area shall receive an approved dust-preventive treatment or be periodically watered to prevent dust. Applicable environmental regulations for dust prevention shall be strictly enforced.

8.04 PRESERVATION OF IRRIGATION AND DRAINAGE DITCHES

- A. Arrange schedules so that construction will not interfere with the irrigation of cultivated lands or pasturelands. Construction may proceed during the irrigation season, provided the Contractor constructs, at his own expense, temporary irrigation ditches, turnouts, and miscellaneous structures acceptable to the owner of the property.
- B. After backfilling of the trenches, restore all irrigation and storm drain ditches destroyed, damaged, or otherwise modified during construction to a condition equivalent, in the opinion of the Engineer, to the condition of the ditch before construction. Ditches so reconstructed shall be built in their original locations.

8.05 RECORD DRAWINGS

- A. The Contractor will prepare a set of redline drawings for the project which will include the changes made in materials, equipment, locations, and dimensions of the work. Each week, or as otherwise agreed, the Contractor shall submit to the Engineer a current listing and description of each change incorporated into the work since the preceding submittal. The Contractor shall maintain a set of Record Drawings onsite and shall update the Drawings on a weekly basis.

8.06 SUBMITTAL OF INTERFACE INFORMATION (CONNECTION AND RELATIONSHIP WITH OTHER WORK)

- A. Where called for on the Specifications and as determined necessary by the Engineer, interface information shall be submitted as specified. This interface information shall be accurate, and contain all information necessary to allow the completion of detail design and construction of the interfacing or connecting work. The Contractor shall include in his negotiation for Subcontract work, such agreements as may be necessary to ensure the accuracy of Subcontractor's interface submittal information. In the event additional costs are incurred due to subsequent changes to information given in said interface information, such additional costs shall be borne by the Contractor.

8.07 SAMPLES AND TEST SPECIMENS

- A. Where required in the Specifications, and as determined necessary by the Engineer, test specimens or samples of materials, appliances, and fittings to be used or offered for use in connection with the work shall be submitted to the Engineer at the Contractor's expense, with information as to their sources, with all cartage charges prepaid, and in such quantities and sizes as may be required for proper examination and tests to establish the quality or equality thereof, as applicable.
- B. All samples and test specimens shall be submitted in ample time to enable the Engineer to make any tests or examinations necessary, without delay to the work. The Contractor shall be held responsible for any loss of time due to his neglect or failure to deliver the required samples to the Contractor, as specified.
- C. Samples also shall be taken during the course of the work, as required by the Engineer.
- D. Laboratory tests and examinations that the Engineer elects to make in its own laboratory will be made at no cost to the Subcontractor, except that, if a sample of any material or equipment proposed for use by the Subcontractor fails to meet the Specifications, the cost of testing subsequent samples shall be borne by the Subcontractor.
- E. All tests required by the Specifications to be performed by an independent laboratory shall be made at the sole expense of the Contractor.
- F. Material used in the work shall conform with the submitted samples and test certificates as approved by the Engineer.

8.08 CERTIFICATES OF COMPLIANCE WITH SPECIFIED STANDARDS AND CODES

- A. A Certificate of Compliance shall be furnished for materials specified to a recognized standard or code prior to the use of any such materials in the work. The Engineer may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the Specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.

- B. All materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the work which conforms to the requirements of the Subcontract Documents and any such material not conforming to such requirements will be subject to rejection whether in place or not.
- C. The Engineer reserves the right to refuse permission for use of material on the basis of a Certificate of Compliance.
- D. The form of the Certificate of Compliance and its disposition shall be as directed by the Engineer.

PART 10 SUPPLEMENTS

9.01 SUPPLEMENT

- A. The supplements listed below, following “END OF SECTION,” are part of this Specification.
 - 1. Supplement—1, Notice of Schedule Impact.
 - 2. Supplement—2, General Project Criteria.

END OF SECTION

NOTICE OF SCHEDULE IMPACT

(Send this form to Engineer if delay is over 5 days)

DATE: _____

TO: _____

ATTENTION: _____

Equipment Contract No.: _____

Name of Contract: _____

Type of Equipment Affected: _____

Nature of Delay: _____

New Estimated Date for Final Shop Drawings: _____

New Estimated Date for Start of Manufacture: _____

New Estimated Date for Finish Manufacture: _____

New Estimated Date for Shipment: _____

New Estimated Date for Arrival at Jobsite: _____

By: _____

Title: _____

EQUIPMENT SUPPLIER'S AGENT:

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____ Telephone: _____

General Project Criteria

Site Data

The facility to be modified is the Manatee County South West Water Reclamation Facility (SWWRF) located in Manatee County. The Owner is Manatee County and the Engineer is CH2M HILL. This project will result in conversion of the SWWRF to a Modified Ludzack-Ettinger (MLE) process designed to reduce Total Nitrogen (TN) to less than 10 ppm. This project will also convert the four anaerobic digesters to aerobic sludge holding tanks. This phase of the project (the subject of this RFP) is the conversion of the digesters. Another later project phase will convert the plant to a MLE process. The digesters will be converted to aerobic sludge holding tanks using a jet aeration system. The plant maximum day flow rate is 23 MGD and maximum Month Average Daily Flow is 15.9 MGD. It is expected that 20,200 lbs/day of waste activated sludge (WAS) will be sent to the 4 sludge holding tanks.

Code Requirements

Applicable Codes and Regulations

Work shall comply with the latest addition of applicable sections of the following regulations, standards and codes:

- a) American National Standards institute.
- b) American Society for Testing and Materials.
- c) ASME Boiler and Pressure Vessel Code Section VIII.
- d) ASME Welding Standards.
- e) ATEX.
- f) Conformité Européenne (CE).
- g) Building Code of America.
- h) Factory Mutual Insurance Company.
- i) Hydraulic Institute Standards.
- j) Institute of Electrical and Electronic Engineers.
- k) International Society of Automation.
- l) International Electrotechnical Commission (IEC)
- m) National Electrical Code.
- n) National Electric Manufacturer's Association Code.
- o) National Fire Protection Association (NFPA) Standards.
- p) Occupational Safety and health Act.
- q) OSHA 29 CFR 1910.120.

- r) USA Standard Institute Code for Process Piping USASI B31.1.
- s) Underwriter's Laboratory.
- t) State and Local Codes and Regulations.
- u) International Building Code 2009
- v) International Mechanical Code 2009
- w) American Welding Society

Structural

Codes, Standards, and Regulations and References

The codes and standards will conform to the CH2M HILL Structural Design Guide, except as modified in these instructions, and the following codes and references. Use the latest edition of each code unless a specific year is listed here.

Building Code:

- Florida Building Code (FBC) 2010 (effective March 2012), which is the International Building Code 2010 Edition (IBC), as amended by the state of Florida. The building code is supplemented by national material standards/codes as identified below.

Standards:

The following is a list of codes, standards, regulations, and references to be used in this project.

- American Society of Civil Engineers (ASCE):
ASCE Standard 7-10, Minimum Design Loads for Buildings and Other Structures
- American Concrete Institute (ACI):
ACI 301, Specifications for Structural Concrete
ACI 318, Building Code Requirements for Structural Concrete
ACI 530, Building Code Requirements for Masonry Structures
ACI 350, Code Requirements for Environmental Engineering Concrete Structures
- American Institute of Steel Construction (AISC):
AISC 360-05 Specification for Structural Steel Buildings
- Light Gauge Metal Framing:
AISl Specifications for the Design of Light-gauge, Cold-formed Steel Structural Members
- Aluminum Association Design Manual - Specifications and Guidelines for Aluminum Structures
- National Association of Architectural Metal Manufacturers Metal Grating Manual and Heavy Duty Metal Grating Manual

Design methods:

- Concrete design and analysis will be ultimate strength design in accordance with ACI 318, Building Code Requirements for Structural Concrete. Hydraulic structures will be designed in accordance with the recommendations of ACI 350, Code Requirements for Environmental Engineering Concrete Structures.
- Structural steel will be designed using the LRFD method.
- Aluminum shall be designed using the LRFD method.
- Masonry shall be designed using the ASD method.

Design Loads**General**

- Risk Category:

Dead Loads

The loads resulting from the weight of all fixed construction and all permanent non-removable stationary construction are considered to be dead loads. Numerical values used for these loads may be determined by either actual known weights of the respective items or by documentation presented in the IBC and other publications such as ASCE 7.

Collateral Dead Loads

Collateral dead loads are allowances for suspended utilities such as small piping, ducts, lights, conduit, cable trays, and sprinklers.

- Roof Collateral Dead Load (applied to the underside of roof structure): 10 psf

Live Loads

- Roof 20 psf (minimum)
- Electrical rooms and motor control centers: 300 psf
- Grating, checkered plate and hatch covers: Same as surrounding floor area, 100 psf minimum
- Process areas: 300 psf
- Stairs, landings, platforms, and corridors: 100 psf
- Areas with unrestricted vehicle access: AASHTO H2O wheel loading

Seismic Loads

Not included in the Florida Building Code

Wind Loads

Reference IBC, and ASCE 7:

- Wind speed (3 second gust): 160 mph
Site is in wind borne debris region.
- Exposure Category: C

Snow Loads

Do not apply.

Liquid and Groundwater Loads

Ground water and flood levels will be defined in the geotechnical report. Wall loads and uplift pressures due to ground water level will be considered based on ground water levels given. Weight of the structure will be used to counteract uplift whenever possible. The factor of safety for buoyancy shall be 1.1 against 100 year flood level. The factor of safety for buoyancy shall be 1.25 against typical high ground water level.

Tanks will be designed for maximum liquid levels at overflow. Where there is no overflow, tanks will be designed for maximum liquid level at top of the walls.

Earth Loads

Lateral design loads due to earth pressure and other geotechnical design parameters defined in the geotechnical report. Surcharge loads as recommended by the geotechnical report to be applied to the design of below grade walls.

Test Loads

All liquid containing tanks shall be tested for water-tightness. Where economically feasible, walls around tanks will be designed assuming elevated floor and roof slabs will not be installed prior to water-tightness testing and backfilling.

Test loads for foundation support elements to be determined from Geotechnical recommendations. Structure shall be designed for test loads for equipment and piping.

Special Loads

Handrail and Guardrail Systems: 200 pound concentrated load or 50 lbs/ft uniform load applied in any direction at top of rail. See IBC, 1607.7.

Load Combinations

Building Structures:

- LRFD IBC, Section 1605.2

Hydraulic Structures:

- Normal operating level with no backfill (water-tightness test condition)
- Empty basin with backfill in place
- Walls around tanks may be designed assuming elevated floor and roof slabs will not be installed prior to backfilling.

Inspection Requirements

Special Inspections: Owner-furnished special inspection is not required in accordance with the FBC.

Geotechnical Design Parameters

The geotechnical report shall provide pertinent geotechnical design data including the following as appropriate:

- Design frost depth
- Footing bearing depth
- Allowable soil-bearing pressure
- Lateral earth pressures (active, at-rest, passive)
- Subgrade modulus
- Soil unit weight (dry, saturated)
- Structural fill requirements
- Engineered fill requirements
- Maximum design groundwater elevation and 100-year flood elevation
- Over excavation requirements
- Requirements for excavation and excavation support adjacent to existing structures
- Surcharge

Vibration Design Criteria

Equipment manufacturers shall be consulted for vibration related information such as frequencies, unbalanced loads, use of vibration isolators or dampeners and support requirements. All rotating equipment that produces vibrations of sufficient magnitude shall be mounted on concrete foundations or concrete support systems.

The concrete support and surrounding structure shall be designed such that the natural frequency will be less than 0.5 times or 1.5 times the normal operating frequency of the equipment. Special consideration shall be given to variable frequency equipment.

Anchorage to concrete foundations shall be by embedded anchor bolts, not post installed anchors.

Structural System Requirements

New materials that will be used in this project will meet the following:

- | | |
|--|-----------------------------------|
| • Concrete(water containment) | $f'c = 4,500$ psi at 28 days |
| • Concrete (all other) | $f'c = 4,000$ psi at 28 days |
| • Concrete masonry | $f'm = 1,500$ psi |
| • Reinforcing steel (unless otherwise noted) | ASTM A 61S, Grade 60 |
| • Welded reinforcing steel | ASTM A 706, Grade 60. |
| | Welding shall conform to AWS D1.4 |
| • Structural steel (unless otherwise noted) | ASTM A 36, $F_y = 36$ ksi |
| • Structural steel (w-shapes) | ASTM A 992, $F_y = 50$ ksi |
| • Structural steel (pipes) | ASTM A 501 or ASTM A 53, Grade B |
| • Structural steel (square/rectangular tubing) | ASTM A 500, Grade B |

- | | |
|---------------------------------|--------------------------|
| • Cold formed steel | ASTM A 653, Grade 33 |
| • Anchor Bolts | ASTM F 1554, Grade 36 |
| • Structural bolted connections | ASTM A 325 |
| • Stainless steel | AISI, Type 316 |
| • Aluminum | Alloy 6061-T6 or 6351-T6 |

**SECTION 02 41 00
DEMOLITION**

PART 1 GENERAL

1.01 REFERENCES

- A. The following is a list of standards which may be referenced in this section:
1. American National Standards Institute (ANSI): A10.6, Safety Requirements for Demolition Operations.
 2. Occupational Safety and Health Administration (OSHA), U.S. Code of Federal Regulations (CFR) Title 29 Part 1926—Occupational Safety and Health Regulations for Construction.
 3. American Petroleum Institute (API): RP 1604, Closure of Underground Petroleum Storage Tanks.
 4. Environmental Protection Agency (EPA):
 - a. SW-846, Test Methods for Evaluating Solid Waste, 3rd Edition, 1986.
 - b. Functional Guidelines for Evaluating Data Quality, 1991.
 5. Environmental Protection Agency (EPA), U.S. Code of Federal Regulations (CFR), Title 40:
 - a. Part 61—National Emission Standards for Hazardous Air Pollutants.
 - b. Part 82—Protection of Stratospheric Ozone.
 - c. Part 273—Standards for Universal Waste Management.

1.02 DEFINITIONS

- A. ACM: Asbestos containing material.
- B. Demolition: Dismantling, razing, destroying, or wrecking of any fixed building or structure or any part thereof.
- C. Modify: Provide all necessary material and labor to modify an existing item to the condition indicated or specified.
- D. Relocate: Remove, protect, clean and reinstall equipment, including electrical, instrumentation, and all ancillary components required to make the equipment fully functional, to the new location identified on the Drawings.
- E. Renovation: Altering a facility or one or more facility components in any way.

- F. Salvage/Salvageable: Remove and deliver, to the specified location(s), the equipment, building materials, or other items so identified to be saved from destruction, damage, or waste; such property to remain that of Owner. Unless otherwise specified, title to items identified for demolition shall revert to Contractor.
- G. Universal Waste Lamp: In accordance with 40 CFR 273, the bulb or tube portion of an electric lighting device, examples of which include, but are not limited to, fluorescent, high-intensity discharge, neon, mercury vapor, high-pressure sodium, and metal halide lamps.
- H. Universal Waste Thermostat: A temperature control device that contains metallic mercury in an ampule attached to a bimetal sensing element, and mercury-containing ampules that have been removed from these temperature control devices in compliance with the requirements of 40 CFR 273.

1.03 SUBMITTALS

- A. Informational Submittals:
 - 1. Submit proposed Demolition Plan, in accordance with requirements specified herein, for approval before such Work is started.
 - 2. Submit copies of any notifications, authorizations and permits required to perform the Work.
 - 3. Submit a shipping receipt or bill of lading for all universal waste shipped.

1.04 REGULATORY AND SAFETY REQUIREMENTS

- A. When applicable, demolition Work shall be accomplished in strict accordance with 29 CFR 1926-Subpart T.
- B. Comply with federal, state, and local hauling and disposal regulations. In addition to the requirements of the General Conditions, Contractor's safety requirements shall conform to ANSI A10.6.
- C. Furnish timely notification of this demolition project to applicable federal, state, regional, and local authorities in accordance with 40 CFR 61-Subpart M.

1.05 DEMOLITION PLAN

- A. Demolition Plan shall provide for safe conduct of the Work and shall include:
 - 1. The Contractor's planned sequence of operations, including coordination with other work in progress.

2. Site layout plan that includes the following:
 - a. Exclusion zone.
 - b. Work areas.
 - c. Support zone.
 - d. Material staging area.
 - e. Fencing and other security devices.
 - f. Location of existing structures, facilities, utilities, and other applicable features.
 3. Description of proposed equipment, procedures, and materials for removal, cleaning, purging, cutting, plugging, capping and disposing of tank roofs, piping, and appurtenant features.
 4. Proposed sequence and schedule for tank removal, disposal, and restoration operations.
 5. Written requirements and controls for protecting personnel and property.
 6. Written procedures for controlling, handling, and disposing of fluids, sludge and grits, including containment and spill prevention requirements.
 7. Proposed Transportation and Disposal Subcontractors.
 8. Name and letter of acceptance from disposal facilities proposed for disposal of liquids, sludge and grits.
 9. Name, qualifications, and licensing information for transportation Subcontractor proposed for removing tank roofs, appurtenances, liquid, sludge, and grits.
- B. Include statements affirming Contractor inspection of the existing roof deck, floors, walls, and framing members, and their suitability to perform as a safe working platform or, if inspection reveals a safety hazard to workers, state provisions for securing the safety of the workers throughout the performance of the Work.

1.06 SEQUENCING AND SCHEDULING

- A. The Work of this Specification shall not commence until Contractor's Demolition/Renovation Plan has been approved by Engineer.
- B. Include the Work of this Specification in the progress schedule, as specified in Section 01 32 00, Construction Progress Documentation.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 EXISTING STRUTURES TO BE DEMOLISHED

- A. Two Digester Tanks (1 and 3) and associated piping:
 - 1. Demolish digester tank covers, gas collection pipes, mixing gun assemblies, sludge feed and withdraw pipes, and their supports and other associated parts located within the tanks or on the covers.
 - 2. Demolish the gas collection pipes between the digesters and the digester building and associated pipe supports. Cap the pipes 8 inches from the digester building exterior wall.
 - 3. Demolish the gas recirculation manifolds on the exterior wall of the digester tanks and associated pipe supports. Cap the 4-inch pipes that feed the manifolds.
- B. Patching:
 - 1. Where removals leave holes and damaged surfaces exposed in the finished Work, patch and repair to match adjacent finished surfaces as to texture and finish.
 - 2. Patching shall be as specified and indicated, and shall include: Fill holes and depressions caused by previous physical damage or left as a result of removals in existing walls with an approved patching material, applied in accordance with the manufacturer's printed instructions.
- C. Electrical:
 - 1. Cut off concealed or embedded conduit, boxes, or other materials a minimum of 3/4 inch below final finished surface.
 - 2. Reuse of existing luminaires, devices, conduits, boxes, or equipment will be permitted only where specifically indicated.
 - 3. Raceways and cabling not scheduled for reuse.
 - 4. Inaccessibly Concealed: Cut off and abandon in place.
 - 5. Exposed or Concealed Above Accessible Ceilings: Remove.
 - 6. Raceways and Cabling Scheduled for Future Use: Cap/seal and tag.
 - 7. Where the existing raceway is concealed, the outlet box shall be cleaned, and a blank cover plate installed.
 - 8. Where the concealed raceway is uncovered remove raceway (or extended to new location if appropriate).
 - 9. Provide new typewritten panelboard circuit directory cards.
 - 10. Lockout and tagout all electrical motors and equipment abandoned in place or no longer used as part of normal plant operations.
- D. Universal Waste Lamps and Thermostats: Manage, contain, package, and label in strict accordance with 40 CFR 273.

3.02 REMOVAL OF TANK CONTENTS AND PURGING

- A. The digester tanks will be drained by the Owner with existing piping and equipment prior to demolition.
- B. Residual solids consisting of sludge and grit are expected to remain in the tanks after draining. Unit price for removing the residual solids shall be provided in the bid form as described in Section 00 72 00, General Conditions.
- C. Inspect tanks for presence of residual solids prior to start of Work.
- D. Sample residual solids within tank and analyze recovered material in accordance with Article Analytical Requirements.
- E. Remove residual solids from tanks. Drain and purge appurtenant piping into tank as material is removed from tank.
- F. Analyze vapors within tank for explosive potential with combustible gas indicator. Purge and vent tank and piping in accordance with API RP 1604 if combustible gas concentration is equal to or greater than 10 percent of lower explosive limit.
- G. Contain and store solids in approved containers until testing is completed, applicable manifests are provided, and transportation and disposal have been arranged. Temporary storage area shall be provided with appropriate secondary containment and spill control measures.
- H. Dispose of the solids off site.
- I. If any waste material is found to be hazardous, including ACM, as defined by pertinent local, state or federal regulations, Contractor shall notice the attention of the Owner in writing. Do not remove any hazardous material without Owner's written approval. The disposal of the solids shall comply with all pertinent local, state or federal regulation.

3.03 REMOVAL OF APPURTENANT PIPING

- A. Disconnect piping and ancillary equipment from tank. Remove piping as shown on Drawings.
- B. Expose and remove piping as shown on Drawings. Permanently cap ends of piping that are to be abandoned in place.
- C. Pipes to remain shall be protected from damage.

3.04 TANK CLEANING

A. Interior Cleaning:

1. Tank interior shall be cleaned using high pressure (greater than 100 psi water spray until loose scale and sludge is removed and contamination, in form of sheen, is no longer visible in effluent stream.
2. Clean interior surfaces of piping using same method used for cleaning tank.

3.05 PROTECTION

A. Dust and Debris Control: Prevent the spread of dust and debris and avoid the creation of a nuisance or hazard in the surrounding area. Do not use water if it results in hazardous or objectionable conditions such as, but not limited to, ice, flooding, or pollution.

B. Traffic Control Signs: Where pedestrian and driver safety is endangered in the area of removal Work, use traffic barricades with flashing lights.

C. Existing Work:

1. Survey the site and examine the Drawings and Specifications to determine the extent of the Work before beginning any demolition or renovation.
2. Take necessary precautions to avoid damage to existing items scheduled to remain in place, to be reused, or to remain the property of Owner; any Contractor-damaged items shall be repaired or replaced as directed by Engineer.
3. Ensure that structural elements are not overloaded as a result of or during performance of the Work. Responsibility for additional structural elements or increasing the strength of existing structural elements as may be required as a result of any Work performed under this Contract shall be that of the Contractor. Repairs, reinforcement, or structural replacement must have Engineer approval.
4. Do not overload pavements to remain.

D. Protection of Personnel:

1. During demolition, continuously evaluate the condition of the structure being demolished and take immediate action to protect all personnel working in and around the demolition site.
2. Provide temporary barricades and other forms of protection to protect Owner's personnel and the general public from injury due to demolition Work.

3. Provide protective measures as required to provide free and safe passage of Owner's personnel and the general public to occupied portions of the structure.

3.06 BURNING

- A. The use of burning at the Site for the disposal of refuse and debris will not be permitted.

3.07 TITLE TO MATERIALS

- A. Title to equipment and materials resulting from demolition is vested in the Contractor upon approval by Engineer of Contractor's Demolition Plan, and the resulting authorization by Engineer to begin demolition.

3.08 DISPOSITION OF MATERIAL

- A. Do not remove equipment and materials without approval of Contractor's Demolition Plan by Engineer.

3.09 UNSALVAGEABLE MATERIAL

- A. Concrete, masonry, and other noncombustible material, except concrete permitted to remain in place, shall be disposed of off the Site.
- B. Combustible material shall be disposed of off the Site.
- C. Universal Waste Lamps and Thermostats: Dispose of in strict accordance with 40 CFR 273.

3.10 CLEANUP

- A. Debris and rubbish shall be removed from basement and similar excavations. Debris and rubbish shall be removed and transported in a manner that prevents spillage on streets or adjacent areas. Local regulations regarding hauling and disposal shall apply.

END OF SECTION

DRAWINGS

NOVEMBER 2012. ALL RIGHTS RESERVED.

MANATEE COUNTY UTILITIES

ABBREVIATIONS

ABBREVIATIONS

2013
133
0101

DATE
PROJ
DWG
SHEET

SCALE
INCH ON
DRAWING
MARCH
001-4
of

SALE
ON ON
IND.
ARCH
001-4
of

013
133
0101

ABBREVIATIONS

RRUB	RADIAL RUBBER	TG	TEMPERED
RB	RIBBED STEEL	TH	TOP-HINGED
RST	REINFORCING STEEL	THD	THREAD
RT	RIGHT	THK	THICKNESS
RTN	RETURN	THRU	THROUGH
RTO	REGENERATIVE THERMAL OXIDIZER	TJB	TERMINAL JUNCTION BOX
RUB	RUBBER	TL	TEFLON LINED PIPE
RUBC	RUBBER CUSHIONED FLOORING	T.O.	TIME TO OPEN, TOP OF
RUBS	RUBBER ESD CONTROL FLOORING	TOAE	TIME OPEN AFTER ENERGIZATION
RWN	RIGHT OF WAY	TOD	TOP OF CONCRETE
		TOC	TOP OF CURB
		TOD	TIME ON DELAY, TOP OF DUCT
		TOD	TOTAL OXYGEN DEMAND
S	SEAM	TOP	TOP OF FOOTING
S	SLOPE, SOUTH, SWITCH	TOD	TOP OF GROUT, TOP OF GRATE
SA	SUPPLY AIR	T.O.P.	TOP OF PARAPET
SATC	SUSPENDED ACoustical TILE CEILING	TOS	TOP OF SLAB
SB	SEDIMENT BASIN	TOW	TOP OF WALL
SC	SHOWER CURTAIN, SOLID CORE WOOD	TP	TURNING POINT
SCADA	SUPERVISORY CONTROL AND DATA ACQUISITION	TR	TRANSFORMER, TRANSITION
SCC	SOLID CORE	TRANS	TRANSVERSE
SCFM	STANDARD CUBIC FEET PER MINUTE	TRANSV	TRANSVERSE
SCHED	SCHEDULE	TRD	TREAD
SCU	SPEED CONTROL UNIT	TS	TEMPORARY SEEDING, TUBE STEEL
SDP	SUB-DISTRIBUTION PANEL	TSH	THRESHOLD
SDWK	SIDWALK	TSS	TOTAL SUSPENSION SOLIDS
SEC	SECONDARY	TST	TOP OF STEEL
SECT	SECTION	TTC	TELEPHONE TERMINAL CABINET
SED	SEDIMENTATION	TTO	TOILET TISSUE DISPENSER
SEW	SEWAGE	TTL	TREATMENT UNIT NO. X
SG	LAMINATED SAFETY GLASS, SAFETY	TURB	TURBIDITY
SGWB	SUSPENDED GYPSUM WALL BOARD	TWP	TRANSLUCENT WALL PANEL
SH	SHEET	TX	TRANSFORMER
SHA	SURFACE HARDENING AGENT	TYP	TYPICAL
SHS	SOLIDS HANDLING SYSTEM		
SM	SIMILAR	UON	UNLESS OTHERWISE NOTED
SK	SEAL	UNO	UNLESS NOTED OTHERWISE
SLR	SEALER	UPS	UNINTERRUPTIBLE POWER SUPPLY
SMLS	SEAMLESS EPOXY	USB	UNIT SUBSTATION
SOI	SPRAY-ON INSULATION	UVR	UNDER VOLTAGE RELAY
SOLN	SOLUTION		
SP	SPACE OR SPACES	V	VENT VALVE
SPEC, SPECB	SPECIFICATIONS	V	VOLTMETER, VOLTS
SPD	SUMP PUMP DISCHARGE	VB	VAPOR BARRIER (RETARDER)
SPQ	SPACING	VC	VERTICAL CURVE
SPLY	SUPPLY	VCP	VITRIFIED CLAY PIPE
SQ	SQUARE	VCT	VINYL COMPOSITION TILE
SQ FT	SQUARE FOOT, FEET	VEL	VELOCITY
SQ IN	SQUARE INCH	VERT	VERTICAL
SR	SHORT RADIUS	VHC	VOLATILE HYDROCARBONS
SS	START-STOP	VIB	VIBRATION
SST	STAINLESS STEEL	VP	VERIFY IN FIELD
SBC	SUPERVISORY SET POINT CONTROL	VIN	VINYL
ST	STORM DRAIN	VINT, VT	VINYL TILE
ST	STRAIGHT	VP	VERTICAL PIVOTED
STA	STATUS, STATION	VPS	VENEER PLASTER SYSTEM
STD	STANDARD	VPC	POINT OF VERTICAL CURVATURE
STF	STIFFENER	VPI	POINT OF VERTICAL INTERSECTION
STWR	STIRRUP	VPT	POINT OF VERTICAL TANGENT
STL	STEEL	VS	VERTICAL SLIDE
STRL	STRUCTURAL	VTR	VENT THRU ROOF
STRUCT	STRUCTURE	VWC	VINYL WALL COVERING
SUBFL	SUBFLOOR	W	WEST
SUSP	SUSPENDED	W	WITH
SV	SOLENOID VALVE	WC	WATER COLUMN
SVN	SHEET VINYL	WEASTRP	WEATHERSTRIP
SWBD	SWITCHBOARD	WG	WIRE, WIRE GLASS
SWGR	SWITCHGEAR	WH	WATTHOUR METER
SYM	SYMMETRICAL	WHO	WATTHOUR DEMAND METER
T	THERMOSTAT, TREAD	WP	WATERPROOF, WEATHERPROOF, WORKPOINT
TAB	TOP AND BOTTOM	WR	WASTE RECEPTACLE
TAG	TONGUE AND GROOVE	WRB	WATER RESISTANT GWS
TA	TRANSFER AIR	WS	WATER SURFACE, WATERSTOP, WELDED STEEL
TAN	TANGENT	WWF	WELDED WIRE FABRIC
TB	TERMINAL BOARD	WWPH	WET WEATHER PEAK HOUR
TBO	TUBING		
TC	TIME TO CLOSE		
TD	TURBIDITY CURTAIN		
TCAD	TIME CLOSE AFTER DE-ENERGIZATION		
TCH	TIME CLOSE AFTER ENERGIZATION		
TDR	TIME DELAY RELAY		
TECH	TECHNICAL		
TEL	TELEPHONE		
TEMP	TEMPERATURE, TEMPERATURE		
TP	TOP FACE		
TFQ	TEMPERED FLOAT GLASS		

SECTION / DETAIL DESIGNATIONS

SECTION (LETTER) OR DETAIL (NUMERICAL) DESIGNATION

ON DRAWING WHERE SECTION OR DETAIL IS TAKEN

DRAWING NUMBER WHERE SHOWN

DRAWING NUMBER (REPLACES WITH A LINE IF TAKEN AND SHOWN ON SAME SHEET)

SECTION

SCALE

ON DRAWING WHERE SECTION IS SHOWN

DRAWING NUMBER(S) WHERE TAKEN

DETAIL

SCALE

ON DRAWING WHERE DETAIL IS SHOWN

DRAWING NUMBER(S) WHERE TAKEN

DRAWING TITLE

SCALE

ON DRAWING WHERE ONLY A TITLE IS REQUIRED WITH NO REFERENCE (W/ ELEVATIONS)

SECTION CALLOUT WHERE SECTION IS ON ANOTHER SHEET AND CUT EXTENDS TO A FIXED LIMIT

SECTION CALLOUT WHERE SECTION IS ON ANOTHER SHEET AND CUT EXTENDS THROUGHOUT ENTIRE SHEET

GRID LINE INDICATOR

KEYNOTE NUMBER

REVISION / ADDENDUM NUMBER

NORTH ARROW: CAN BE MODIFIED TO INCLUDE MAGNETIC NORTH ALONG WITH PROJECT NORTH

DESIGN DETAIL DESIGNATION

DESIGN DETAIL DESIGNATION (NUMERICAL)

SHOWN ON DESIGN (DETAIL DRAWINGS)

NOTES:

1. ALL DESIGN DETAILS ARE TYPICAL AND MUST BE USED IF DESIGN DETAIL DESIGNATION IS NOT SHOWN

2. THE TERM STANDARD DETAIL, OR A FORM OF IT, IS SYNONYMOUS WITH DESIGN DETAIL. THE DESIGN DETAIL REPRESENTS THE CHARACTER AND NATURE OF THE WORK REQUIRED THROUGHOUT THE PROJECT. ALL ASSOCIATED WORK SHALL BE IN ACCORDANCE WITH THE DESIGN DETAILS SHOWN WHETHER THE DETAILS ARE SPECIFICALLY REFERENCED OR NOT.

GENERAL NOTE:

1. THIS IS A STANDARD LEGEND SHEET. THEREFORE, NOT ALL OF THE INFORMATION SHOWN MAY BE USED ON THIS PROJECT.

CH2MHILL

GENERAL

ABBREVIATIONS

VERIFY SCALE

DATE

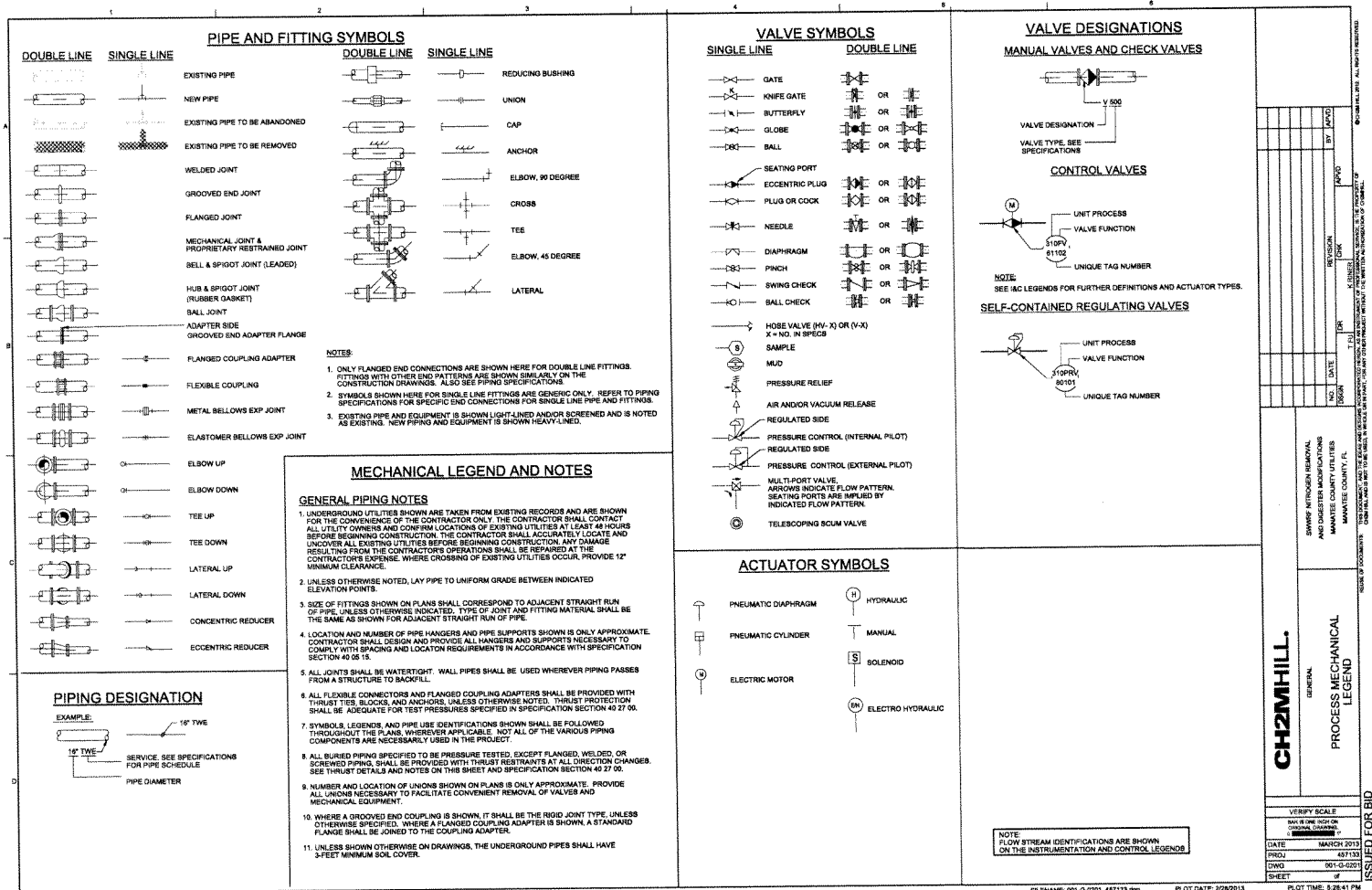
PROJ.

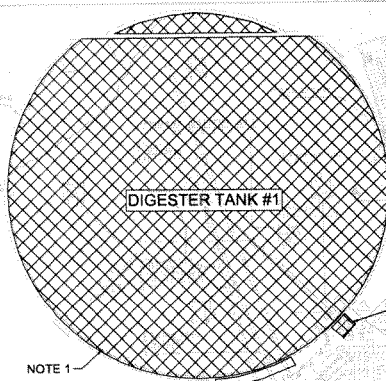
DWG

SHEET

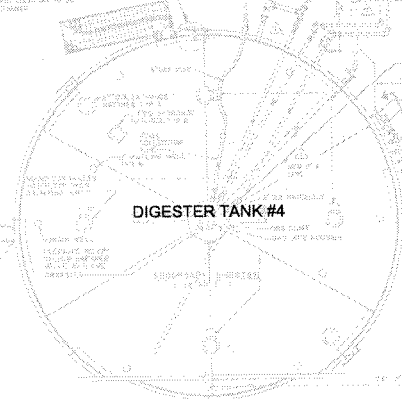
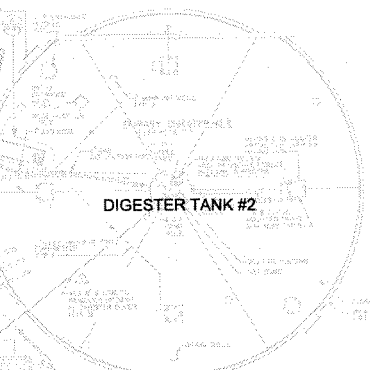
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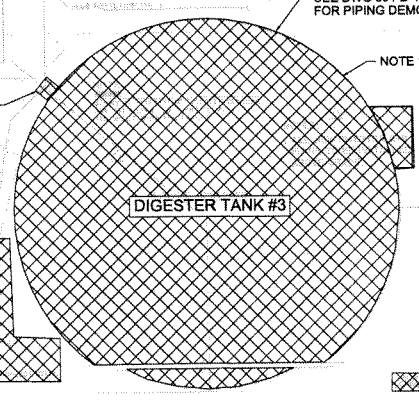




- NOTES:**
1. DEMOLISH ALL DIGESTER COVERS, INTERNAL PIPING, EQUIPMENT, AND ALL OTHER MECHANICAL PARTS.
 2. DEMOLISH 2" GAS PIPES AND CAP 4" GAS PIPE.
 3. DEMOLISH FEED AND RECIRCULATION PIPES INSIDE TANKS. OUT SIDE PIPES TO REMAIN.

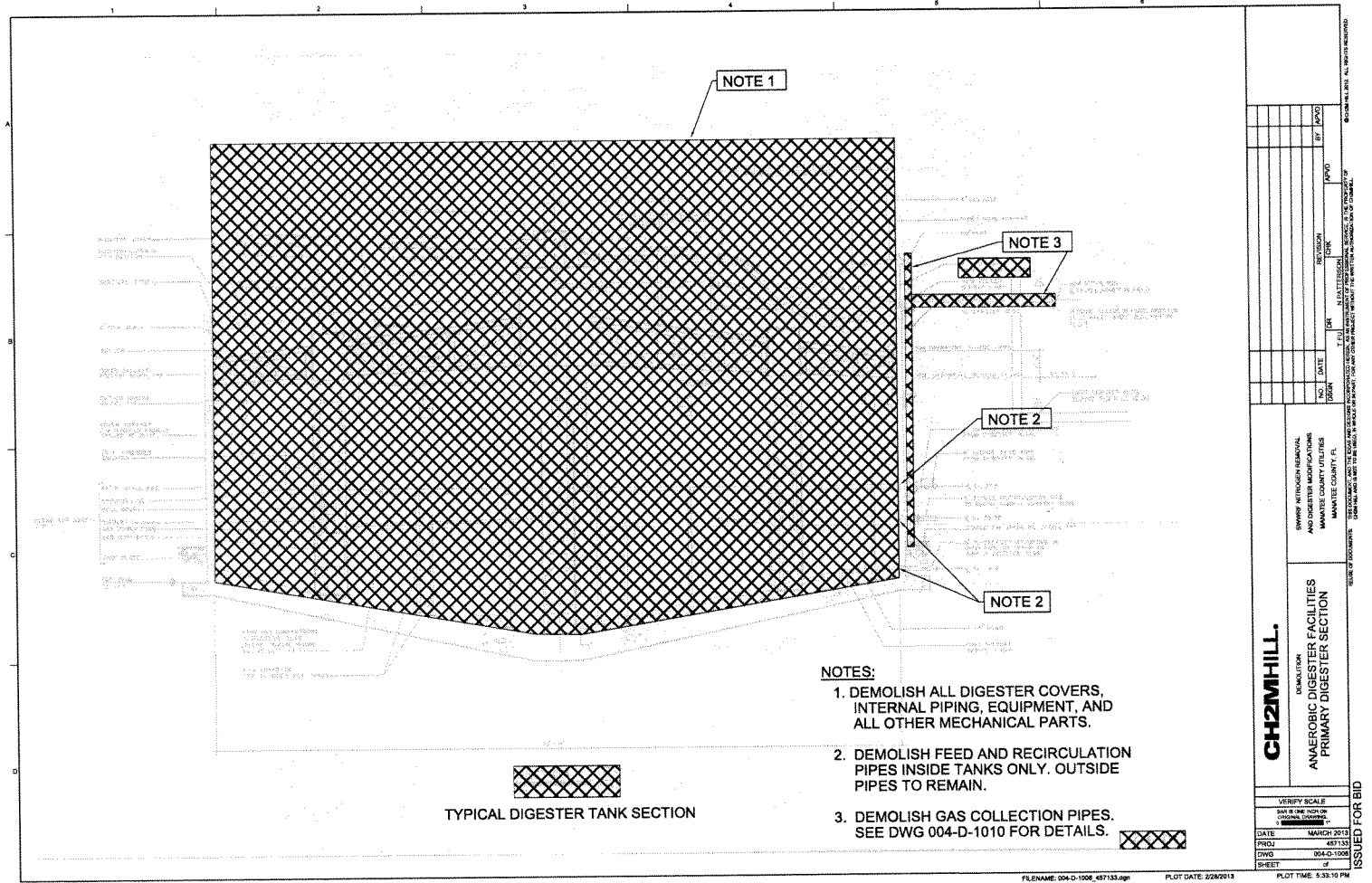


DIGESTER BUILDING



SEE DWG 004-D-1008 FOR PIPING DEMOLITION

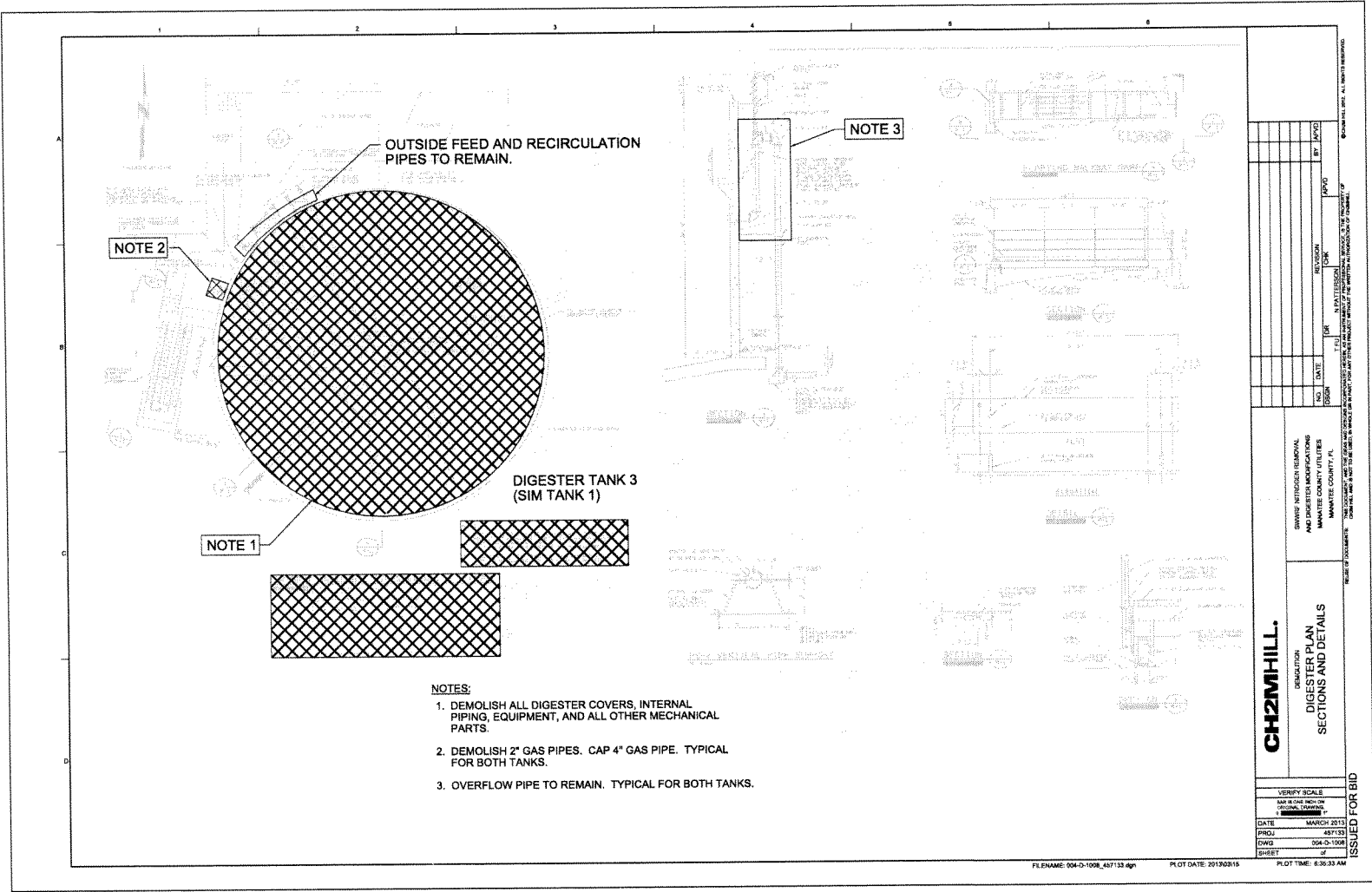
CH2MHILL		ISSUED FOR BID	
DEMOLITION		ISSUED FOR BID	
ANEROBIC DIGESTER FACILITIES		ISSUED FOR BID	
OVERALL PLAN		ISSUED FOR BID	
SWING NITROGEN REMOVAL		ISSUED FOR BID	
AND DIGESTER MODIFICATIONS		ISSUED FOR BID	
MANATEE COUNTY UTILITIES		ISSUED FOR BID	
MANATEE COUNTY, FL		ISSUED FOR BID	
PROJECT NO. 004-D-1008		ISSUED FOR BID	
DATE: MARCH 2013		ISSUED FOR BID	
DRAWN BY: 457133		ISSUED FOR BID	
CHECKED BY: 004-D-1008		ISSUED FOR BID	
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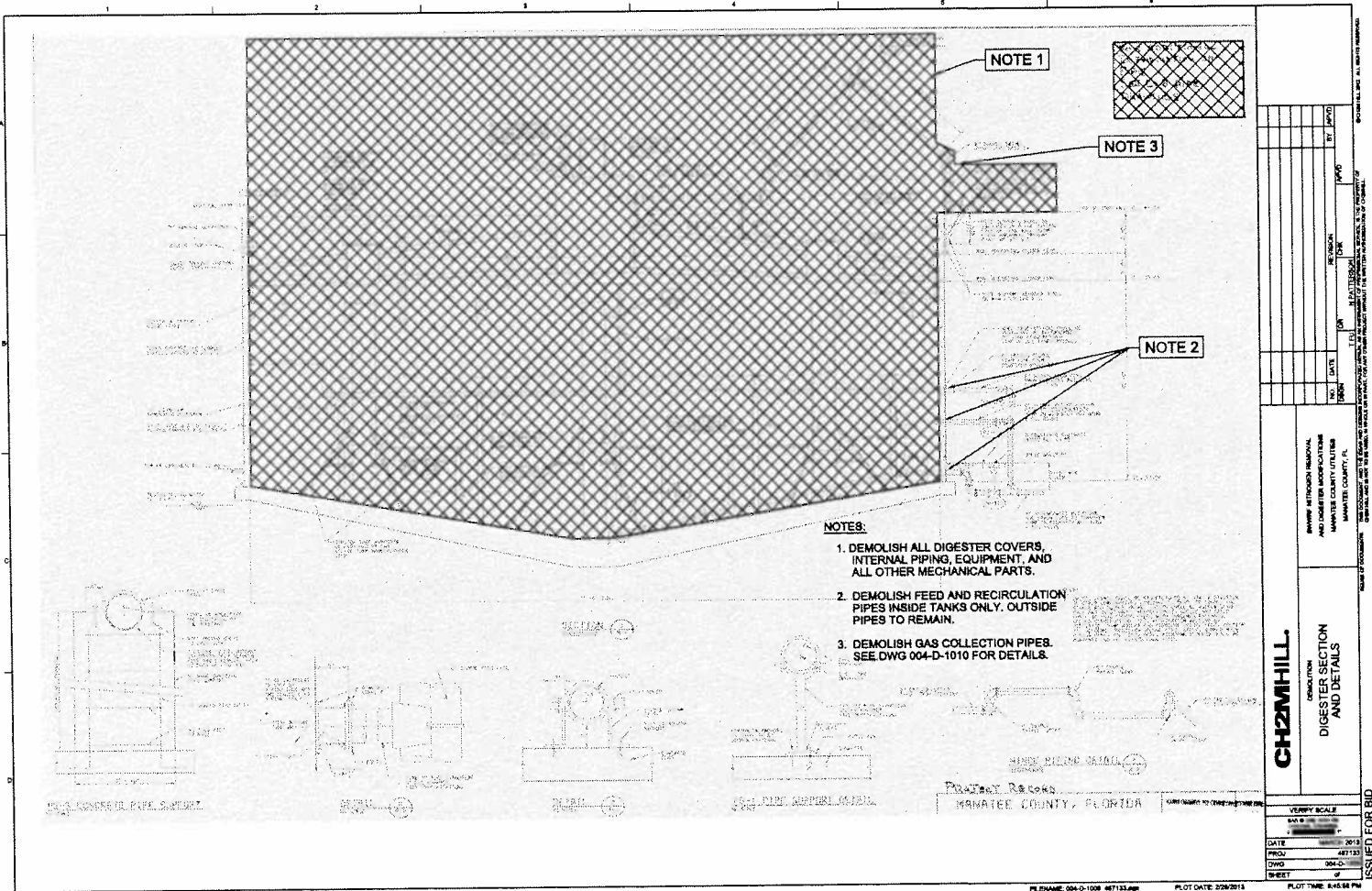


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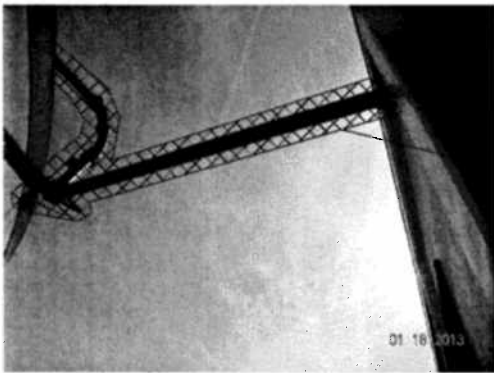




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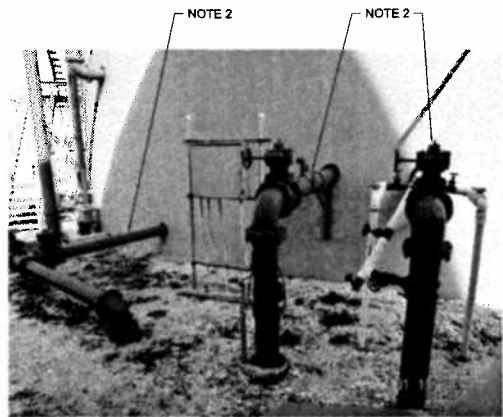
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NTS



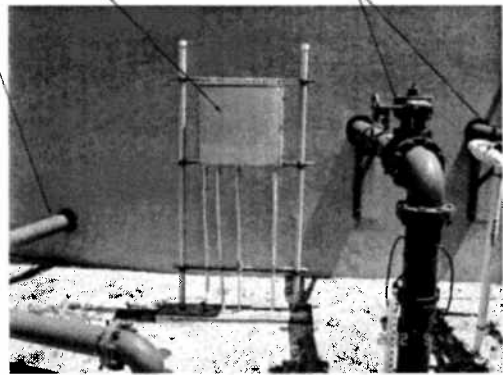
2 DEMOLITION PHOTO 2
NTS

NOTES:

1. DEMOLISH 8" GAS COLLECTION PIPES BETWEEN TANKS AND DIGESTER BUILDING. CAP THE PIPES 8-INCHES FROM THE BUILDING. (TYP OF 2 TANKS)
2. RECIRCULATION AND FEED PIPES TO REMAIN. (TYP OF 2 TANKS)
3. ELECTRICAL PANEL TO BE ABANDONED IN PLACE. TAG OUT/LOCK OUT.

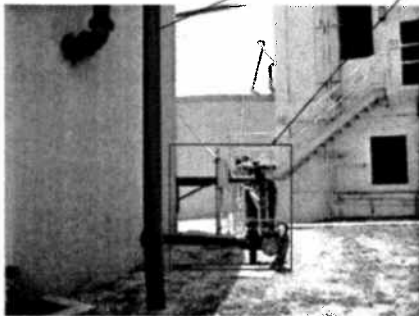


3 DEMOLITION PHOTO 3
NTS



4 DEMOLITION PHOTO 4
NTS

CH2MHILL		DEMOLITION		DIGESTER DEMOLITION PHOTOS	
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DRAWN BY: J. L. HARRIS		CHECKED BY: J. L. HARRIS		DATE: 01/16/2013	
SCALE: 1" = 10'		SHEET: 1 OF 1		PLOT DATE: 01/16/2013	
ISSUED FOR BID		PLOT TIME: 8:45:36 AM		PLOT DATE: 01/16/2013	



5 DEMOLITION PHOTO 5
KTS

NOTES:

1. OVERFLOW PIPE TO REMAIN. (TYP OF 4 TANKS)
2. OUTSIDE PIPES TO REMAIN.

CH2MHILL	
DEMOLITION	
DIGESTER DEMOLITION PHOTOS	
BRIDGE WITHDRAWN REMOVAL AND ORBITAL MODIFICATIONS MANATEE COUNTY UTILITIES MANATEE COUNTY, FLA.	
DATE: 03/20/13	
BY: JAVO	
ISSUED FOR BID	
VERIFY SCALE	
DATE: 03/20/13	
BY: JAVO	
ISSUED FOR BID	
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