



**INVITATION FOR BID
IFB # 15-1222-OV
University Parkway at Waterview Boulevard, Intersection Improvements
(Project No.: 6086260)**

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

NON-MANDATORY INFORMATION CONFERENCE

In order to ensure all prospective bidders have sufficient information and understanding of Owner's needs, an Information Conference will be held at: **11:00 AM on April 15, 2015** at the **Public Works Compound, 1022 26th Street East, Bradenton, FL, 34208, Conference Room "A"**. Attendance is not mandatory, but is highly encouraged.

DEADLINE FOR CLARIFICATION REQUESTS: **5:00 PM on April 22, 2015**
Reference Bid Article A.06

BID OPENING TIME AND DATE DUE: **3:00 PM on May 13, 2015**

FOR INFORMATION CONTACT:
Olga Valcich, CPPB, Contract Specialist
(941) 749-3055
olga.valcich@mymanatee.org
Manatee County Financial Management Department
Purchasing Division

AUTHORIZED FOR RELEASE. 

Table of Contents
IFB # 15-1222-OV

Section A Information to Bidders.....A-1-13

Section B Scope of WorkB-1-2

Plans:

1. Signalization Plans, University Parkway at Waterview Boulevard Intersection dated February 2015, Signed and Sealed.....18 pages

Contract Documents / Specifications/ Permits:

1. Special Provisions, dated March 23, 2015.....19 pages
2. Technical Special Provision for System Auxiliaries, Uninterruptible Power Supply dated March 10, 2015, Signed and Sealed.....6 pages
3. Southwest Florida Water Management District Exemption to Environmental Resource Permit (ERP) dated January 9, 2015.....6 pages

Section C Bid Summary C-1-2

Bid FormBid Form 1-6

Section D Insurance and Bonding Requirements.....D-1-7

Section E Construction Agreement and General Conditions and Definition:

Table of Contents for General Conditions.....i – v

General Conditions of the Construction Agreement and Definitions.....GC 1 – 44

Construction Agreement for Stipulated Sum (Two Party Agreement).....24 pages

Attachments:

Attachment A Bidder's Questionnaire 1-3

Attachment B Public Contracting & Environmental Crimes Certification 1-2

Attachment C The Florida Trench Safety Act..... 1

Attachment D ePayables Application 1

SECTION A
INFORMATION TO BIDDERS

A.01 OPENING LOCATION

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

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

A.02 SEALED & MARKED

Bids shall be submitted in **duplicate, one original (marked Original) and one copy (marked Copy)** of your **signed bid** shall be submitted in one **sealed** package, clearly marked on the outside "**Sealed Bid #15-1222-OV, University Parkway at Waterview Boulevard, Intersection Improvements (Project No.: 6086260)**" along with your company name.

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

Manatee County Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, Florida 34205
Sealed Bid # _____, Title _____

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

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

A.03 SECURING BID DOCUMENTS

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

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

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

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

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

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

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

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

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

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

A.05 MODIFICATION OF BID DOCUMENTS

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

A.06 CLARIFICATION & ADDENDA

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

5:00 PM on April 22, 2015 shall be the deadline to submit to the Purchasing Division, in writing, all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this IFB.

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

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

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

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

A.07 LOBBYING

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

A.08 UNBALANCED BIDDING PROHIBITED

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

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

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

A.09 FRONT LOADING OF BID PRICING PROHIBITED

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

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

A.10 WITHDRAWAL OF BIDS

Bidders may withdraw bids as follows:

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

A.11 IRREVOCABLE OFFER

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

A.12 BID EXPENSES

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

A.13 RESERVED RIGHTS

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

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

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

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

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

A.14 APPLICABLE LAWS

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

A.15 COLLUSION

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

- a. any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor;
- b. any prices and/or cost data quoted for this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder, prior to the scheduled opening, directly or indirectly to any other bidder or to any competitor;
- c. no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;
- d. the only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the resulting Agreement to be entered into; and

- e. no person or agency has been employed or retained to solicit or secure the resulting Agreement upon an agreement or understanding or a commission, percentage, brokerage, or contingent fee except bona fide employees or established commercial agencies maintained by bidder for purpose of doing business.

A.16 CODE OF ETHICS

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

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

A.17 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

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

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

To ensure compliance with the foregoing, the Code requires all persons or entities desiring to do business with Owner to execute and file with the Purchasing Official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with Owner. In the case of a business entity other than a partnership or a corporation, such affidavit shall be executed by an

authorized agent of the entity. In the case of a partnership, such affidavit shall be executed by the general partner(s). A Public Contracting and Environmental Crimes Certification form is attached herein for this purpose.

A.18 BID FORMS

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

A.19 AGREEMENT FORMS

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

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

A.20 LEGAL NAME

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

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

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

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

A.21 DISCOUNTS

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

A.22 TAXES

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

A.23 DESCRIPTIVE INFORMATION

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

A.24 AUTHORIZED PRODUCT REPRESENTATION

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

A.25 ROYALTIES AND PATENTS

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

A.26 AMERICANS WITH DISABILITIES ACT

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

A.27 EQUAL EMPLOYMENT OPPORTUNITY 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, Owner hereby notifies all bidders that they will affirmatively ensure minority business enterprises will be afforded full opportunity to participate in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for bid award.

A.28 MBE/DBE

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

A.29 MATHEMATICAL ERRORS

In the event of multiplication/extension error(s), the unit price shall prevail. In the event of addition error(s) the extension totals will prevail. In the event the dollar amount for contract contingency is omitted, it will be added to the total price of the bid. All bids shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

A.30 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 Owner 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 Work and other evidence of qualification for each such Subcontractor, supplier, persons or organization if requested by Owner. If Owner, after due investigation, has reasonable objection to any proposed Subcontractor, supplier, other person or organization, Owner may, before the notice of intent to award is given, request the successful bidder to submit an acceptable substitute without an increase in Contract Sum or Contract Time.

If successful bidder declines to make any such substitution, Owner may award the resulting Agreement to the next lowest qualified bidder that proposes to use acceptable Subcontractors, suppliers, and other persons who Owner does not make written objection to. Successful bidder shall not be required to employ any Subcontractor, supplier, other person or organization who successful bidder has reasonable objection to.

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

A.31 DISCLOSURE

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

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

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

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

Pursuant to Section 119.0701, Florida Statutes, in any Agreement entered into by Owner wherein the successful bidder is acting on behalf of Owner, successful bidder must:

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

A.32 LOCAL PREFERENCE

Local business is defined as a business legally authorized to engage in the sale of the goods and/or services to be procured, and which certifies within its bid that for at least six (6) months prior to the announcement of the solicitation of bids it has maintained a

physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one full-time employee at that location.

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

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

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

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

A.33 VENDOR REGISTRATION

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

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

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

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

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

A.34 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.** Where all other evaluative factors, including local preference policies, are otherwise equal, such policies and practices will be a determinative factor in the award decision.

Provide detail of your organization's initiative and its ability to meet the goal of environmental sustainability.

A.35 ePAYABLES

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

After goods are delivered or services rendered, vendors submit invoices to the remit to address on the purchase order according to the current process. When payments are authorized, an email notification is sent to the vendor. The email notification includes the invoice number(s), invoice date(s), and amount of payment. There is no cost for vendors to participate in this program; however, there may be a charge by the company that processes your credit card transactions.

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

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

END OF SECTION A

SECTION B
SCOPE OF WORK

B.01 SCOPE OF WORK

The Work consists of constructing traffic signals and intersection improvements at University Parkway and Waterview Boulevard. The scope includes constructing four (4) steel mast arms and poles; signal, signage and all associated appurtenances; extending turn lanes; replacing curb and gutter, replacing sidewalks to conform to ADA standards, constructing pedestrian signals, detection equipment and controller and UPS assemblies, replacing and adding pavement markings; adding conduit via directional bores and direct bury and adding video vehicle detection.

All Maintenance of Traffic shall be provided by the Contractor including pedestrian access.

The standard Specifications to be used for this work shall be Division II and III the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, 2015 Edition and all Supplemental Specifications thereto, hereinafter referred to as the *Standard Specifications*, for roadway construction, except as amended under this Contract.

The Contractor's work shall follow the Manatee County Public Works Utility Standards and Specifications (2009) for the water main work.

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

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

The Contractor shall furnish all shop drawings, work drawings, labor, materials equipment, tools, services and incidentals necessary to complete all work required by these Specifications and as shown on the Contract Drawings.

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

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 these solicitation documents or not.

B.02 COMPLETION OF WORK

The Work will be completed and ready for final inspection within the specified calendar days from the date the Contract Time commences to run. Only one (1) bid shall be considered, **Bid "A" based on 240 calendar days.**

B.03 LIQUIDATED DAMAGES

If the successful bidder fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents, the Owner shall be entitled to retain or recover from the successful bidder, as liquidated damages and not as a penalty, the sum of **\$1,742.00** per calendar day, commencing upon the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur as a result of delayed completion of the Work. The Owner may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due the successful bidder under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the successful bidder shall be payable to the Owner at the demand of the Owner, together with interest from the date of the demand at the maximum allowable rate.

B.04 CONTRACT CONTINGENCY WORK

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

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

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

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

END OF SECTION B

MANATEE COUNTY PUBLIC WORKS DEPARTMENT

CONTRACT PLANS

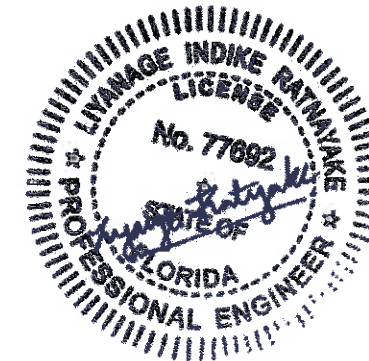
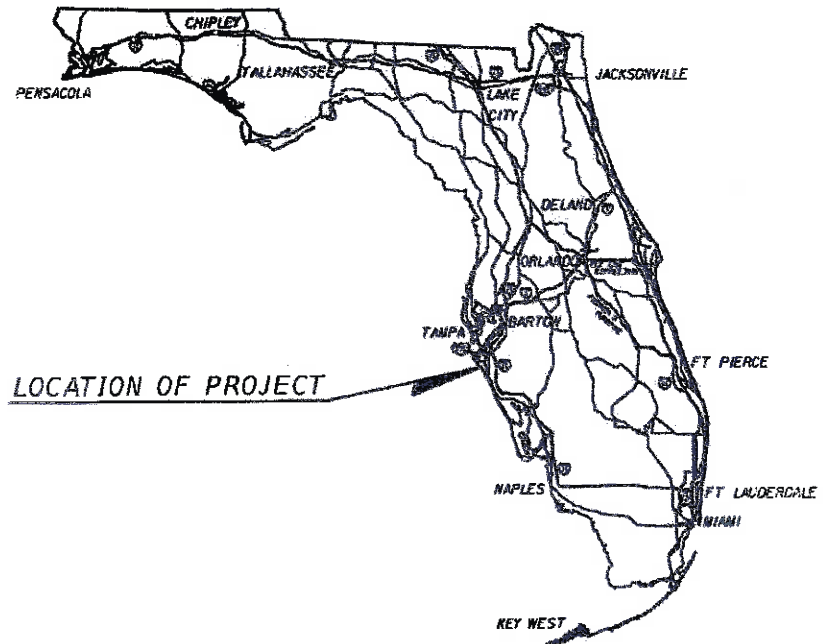
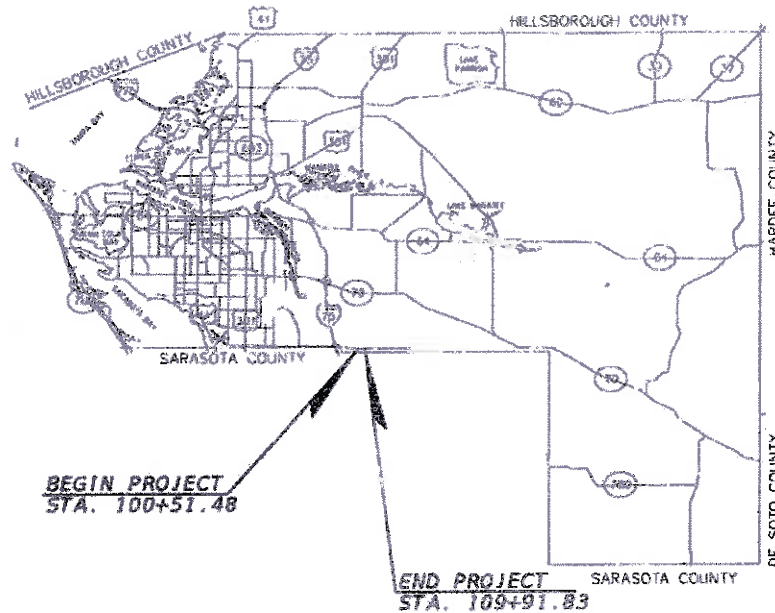
MANATEE COUNTY (13160)
COUNTY PROJECT 6086260

UNIVERSITY PARKWAY AT WATERVIEW BOULEVARD INTERSECTION

SIGNALIZATION PLANS

INDEX OF SIGNALIZATION PLANS

SHEET NO.	SHEET DESCRIPTION
T-1	KEY SHEET
T-2	TABULATION OF QUANTITIES
T-3 TO T-4	PROJECT NOTES
T-5	PAY ITEM NOTES
T-6	SURVEY REFERENCE POINTS
T-7	TYPICAL SECTION
T-8 TO T-10	ROADWAY PLAN
T-11	SIGNING AND PAVEMENT MARKING PLAN
T-12	SIGNALIZATION PLAN
T-13	UTILITY LOCATES
T-14	GUIDE SIGN WORKSHEET
T-15	MAST ARM TABULATION
T-16	STANDARD MAST ARM ASSEMBLIES DATA TABLE
GT-1 TO GT-2	REPORT OF CORE BORINGS



**SIGNALIZATION SHOP DRAWINGS
TO BE SUBMITTED TO:**
LIYANAGE I. RATNAYAKE, PE
HDR ENGINEERING, INC.
5426 BAY CENTER DRIVE, STE. 400
TAMPA, FLORIDA 33609-3444
PHONE NO. (813) 282-2300

PLANS PREPARED BY:
HDR ENGINEERING, INC.
2601 CATTLEMEN ROAD., STE. 400
SARASOTA, FLORIDA 34232-6233
PHONE NO. (941) 342-2700
FAX (941) 342-6589
CONTRACT NO. 12348
VENDOR NO. VF-470680568
CERTIFICATE OF AUTHORIZATION No. 4213

NOTE: THE SCALE OF THESE PLANS MAY
HAVE CHANGED DUE TO REPRODUCTION.

**FINAL SUBMITTAL
FEBRUARY 2015**

GOVERNING STANDARDS AND SPECIFICATIONS:
FLORIDA DEPARTMENT OF TRANSPORTATION JANUARY 2015 DESIGN STANDARDS AND
REVISED INDEX DRAWINGS, AS APPENDED HEREIN, AND ALL OF DIVISIONS II & III
OF THE JANUARY 2015 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION,
AS AMENDED BY CONTRACT DOCUMENTS.

FOR DESIGN STANDARDS CLICK ON THE "DESIGN STANDARDS" LINK AT THE
FOLLOWING WEB SITE: [HTTP://WWW.DOT.STATE.FL.US/RDDESIGN/](http://www.dot.state.fl.us/RDDESIGN/)

FOR THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION
CLICK ON THE "SPECIFICATIONS" LINK AT THE FOLLOWING WEB SITE:
[HTTP://WWW.DOT.STATE.FL.US/SPECIFICATIONSOFFICE/](http://www.dot.state.fl.us/SPECIFICATIONSOFFICE/)

MANATEE COUNTY TRANSPORTATION DEPARTMENT HIGHWAY, TRAFFIC, AND STORMWATER
STANDARDS 2007

MANATEE COUNTY PROJECT MANAGER: MICHAEL STURM, PE

KEY SHEET REVISIONS		
DATE	BY	DESCRIPTION

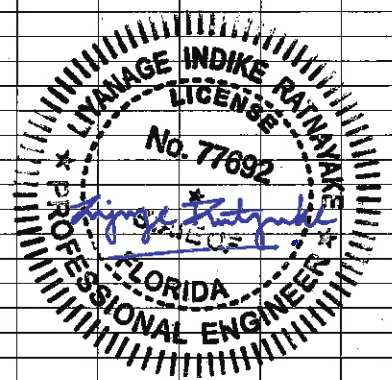
SIGNALIZATION PLANS
ENGINEER OF RECORD: LIYANAGE I. RATNAYAKE, P.E.

P.E. NO.: 77692

FISCAL YEAR	SHEET NO.
15	T-1

TABULATION OF QUANTITIES

PAY ITEM NO.	DESCRIPTION	UNIT	SHEET NUMBERS																TOTAL THIS SHEET		GRAND TOTAL		REF. SHEET
			PROJECT		T-11		T-12																
			PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL			
101-1	MOBILIZATION	LS	1															1				1	
102-1	MAINTENANCE OF TRAFFIC	LS	1															1				1	
104-10-3	SEDIMENT BARRIER (STAKED SILT FENCE)	LF	1710															1710				1710	
110-1-1	CLEARING AND GRUBBING (0.44 AC)	LS	1															1				1	
110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	30.9															30.9				30.9	
120-1	REGULAR EXCAVATION	CY	363															363				363	
120-6	EMBANKMENT	CY	5															5				5	
160-4	TYPE B STABILIZATION	SY	1966															1966				1966	
285-709	OPTIONAL BASE, BASE GROUP 09	SY	1962															1962				1962	
334-1-14	SUPERPAVE ASPHALTIC CONCRETE (D)	TN	259.4															259.4				259.4	
337-7-45	ASPHALTIC CONCRETE FRICTION COURSE (TRAFFIC D, FC-12.5, PG 76-22, PMA)	TN	129.7															129.7				129.7	
520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	621															621				621	
520-5-42	TRAFFIC SEPERATOR CONCRETE-TYPE IV, 6' WIDE	LF	293															293				293	
522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	136															136				136	
527-2	DETECTABLE WARNINGS	SF	126															126				126	
570-1-2	PERFORMANCE TURF, SOD	SY	459															459				459	
630-2-11	CONDUIT (F & I) (OPEN TRENCH)	LF					363											363				363	
630-2-12	CONDUIT (F & I) (DIRECTIONAL BORE)	LF					341											341				341	
632-7-1	CABLE (SIGNAL) (F&I)	PI					1											1				1	
635-2-11	PULL & SPLICE BOXES (F&I) (PULL BOX) (17" x 30" x 12")	EA					11											11				11	
635-2-12	PULL & SPLICE BOXES (F&I) (FIBER OPTIC PULL BOX) (24" x 36" x 36" COVER SIZE)	EA					1											1				1	
635-2-13	PULL & SPLICE BOX (F&I) (SPLICE VAULT) (30" x 60" x 48" COVER SIZE)	EA					1											1				1	
639-1-121	ELECTRICAL POWER SERVICE (UNDERGROUND) (F&I)	AS					1											1				1	
639-2-1	ELECTRICAL SERVICE WIRE (F&I)	LF					100											100				100	
639-4-6	EMERGENCY GENERATOR, PORTABLE, FURNISH AND INSTALL HOUSING ONLY	EA					1											1				1	
641-2-12	PRESTRESSED CONCRETE POLE (F&I) (TYPE P-II)(SERVICE POLE) (12 FT)	EA					1											1				1	
646-1-11	ALUMINUM SIGNALS POLE, PEDESTAL	EA					8											8				8	
649-31-105	MAST ARM,F&I, WIND SPEED-150,SINGLE ARM, W/O LUMINAIRE-78'	EA					1											1				1	
649-31-203	MAST ARM,F&I, WIND SPEED-130,SINGLE ARM, W/O LUMINAIRE-60'	EA					1											1				1	
649-31-204	MAST ARM,F&I, WIND SPEED-130,SINGLE ARM, W/O LUMINAIRE-70.5'	EA					1											1				1	
649-31-205	MAST ARM,F&I, WIND SPEED-130,SINGLE ARM, W/O LUMINAIRE-78'	EA					1											1				1	
650-1-14	TRAFFIC SIGNAL (F&I) (3 SECT) (1 WAY) (ALUMINUM)	AS					8											8				8	
650-1-16	TRAFFIC SIGNAL (F&I) (4 SECT) (1 WAY) (ALUMINUM)	AS					5											5				5	
653-1-11	PEDESTRIAN SIGNAL (F&I) (LED-COUNTDOWN) (1 WAY)	AS					8											8				8	
660-4-11	VEHICLE DETECTION SYSTEM (F&I) (VIDEO, CABINET)	EA					1											1				1	
660-4-12	VEHICLE DETECTION SYSTEM (F&I) (VIDEO, ABOVE GROUND)	EA					4											4				4	
665-1-11	PEDESTRIAN DETECTOR (F&I) (STANDARD)	EA					8											8				8	
670-5-110	TRAFFIC CONTROLLER ASSEMBLY(F&I) (NEMA)	AS					1											1				1	
685-106	SYSTEM AUXILIARIES (F&I) UNINTERRUPTIBLE POWER SOURCE	EA					1											1				1	
700-1-11	SINGLE POST SIGN (F&I), GROUND MOUNT, UP TO 12 SF	AS					3											3				3	
700-1-60	SINGLE POST SIGN, REMOVE	AS					4											4				4	
700-3-201	SIGN PANEL (F&I) OVERHEAD MOUNT, <12 SF	EA					5											5				5	
700-5-22	INTERNALLY ILLUMINATED SIGN (F&I) (LED) 20 SF	EA					4											4				4	
706-3	REFLECTIVE PAVEMENT MARKERS (W/R)	EA					106											106				106	
	REFLECTIVE PAVEMENT MARKERS (Y/Y)	EA					13											13				13	
710-11-290	PAINTED PAVEMENT MARKINGS, STANDARD YELLOW ISLAND NOSE	SF					77											77				77	
711-11-123	THERMOPLASTIC, WHITE, SOLID, 12"	LF					549											549				549	
711-11-124	THERMOPLASTIC, WHITE, SOLID, 18"	LF					434											434				434	
711-11-125	THERMOPLASTIC, WHITE, SOLID, 24"	LF					144											144				144	
711-11-151	THERMOPLASTIC, WHITE, 6-10 GAP EXTENSION	LF					132											132				132	
711-11-170	THERMOPLASTIC, WHITE, LEFT DIRECTIONAL ARROWS	EA					9											9				9	
	THERMOPLASTIC, WHITE, RIGHT DIRECTIONAL ARROWS	EA					3											3				3	
	THERMOPLASTIC, WHITE, RIGHT TURN-THRU COMBINATION DIRECTIONAL ARROWS	EA					2											2				2	
711-11-224	THERMOPLASTIC, YELLOW, SOLID 18"	LF					128											128				128	
711-15-111	THERMOPLASTIC, STD - OPEN GRADED ASPHALT SURFACE, WHITE, SOLID, 6"	NM					0.245											0.245				0.245	
711-15-112	THERMOPLASTIC, STD - OPEN GRADED ASPHALT SURFACE, WHITE, SOLID, 8"	NM					0.263											0.263				0.263	
711-15-131	THERMOPLASTIC, STD - OPEN GRADED ASPHALT SURFACE, WHITE, SKIP, 6" (10/30)	GM					0.023											0.023				0.023	
711-15-211	THERMOPLASTIC, STD - OPEN GRADED ASPHALT SURFACE, YELLOW, SOLID, 6"	NM					0.350											0.350				0.350	
711-17	REMOVAL OF EXISTING THERMOPLASTIC	SF					1150											1150				1150	
MC-1	CONCRETE CURB & GUTTER, TYPE AB	LF	29															29				29	



SCALE	AS NOTED		
DESIGNED BY	LIR		
DRAWN BY	EL		
CHECKED BY	BB		
No.	REVISIONS	DATE	BY

HDR
 HDR Engineering, Inc.
 2601 Cattlemen Road
 Suite 400
 Sarasota, FL 34232-6233
 FBPR Certificate of
 Authorization No. 4213

DATE
2/13/2015
 PROJECT NO.
6086260

Manatee County
 MANATEE COUNTY
 PUBLIC WORKS

DESIGN ENGINEER
 LIYANAGE I.
 RATNAYAKE
 FL. LICENSE NO.
 77692

TABULATION OF QUANTITIES

SHEET NO.
T-2

SIGNALIZATION GENERAL NOTES

1. THE CONTRACTOR SHALL CONTACT THE ENGINEER, IN CONJUNCTION WITH MANATEE COUNTY'S PROJECT MANAGEMENT DIVISION BEFORE STARTING WORK.
2. ONE WEEK PRIOR TO THE BEGINNING OF THE TRAFFIC SIGNAL INSTALLATION OR TURN ON OF A NEW SIGNAL, THE CONTRACTOR SHALL NOTIFY:

 MANATEE COUNTY PROJECT MANAGEMENT DIVISION
 MICHAEL STURM
 1026 26TH AVENUE EAST
 BRADENTON, FLORIDA 34208
 PHONE: 941-708-7450 EXT. 7332

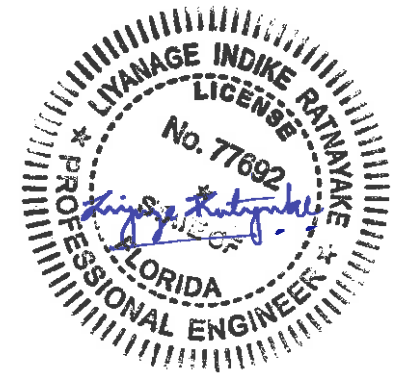
 MANATEE COUNTY TRAFFIC ENGINEERING DIVISION
 VISHAL KAKKAD
 2101 47TH TERRACE EAST
 BRADENTON, FLORIDA 34203
 PHONE: 941-749-3500 EXT. 7812
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SIGNAL MAINTENANCE, TIMING AND OPERATION OF ALL SIGNALS AND SIGNAGE FROM THE COMMENCEMENT OF WORK TO FINAL ACCEPTANCE OF THE PROJECT (I.E. EXISTING LOOPS CUT, SYSTEM COMMUNICATION TERMINATED, LANE OR PAVEMENT MODIFICATIONS, PEDESTRIAN MODIFICATIONS). THE CONTRACTOR SHALL MAINTAIN VEHICLE DETECTION THROUGHOUT THE DURATION OF THE PROJECT. MANATEE COUNTY WILL ASSIST IN PROVIDING EXISTING SYSTEM TIMING WHEN POSSIBLE.
4. THE CONTRACTOR SHALL HAVE AN I.M.S.A. CERTIFIED LEVEL II (ELECTRONICS OR ELECTRICAL TECHNICIAN) ON THE JOB SITE AT ALL TIMES WHILE SIGNAL WORK IS BEING PERFORMED. ALL SIGNAL INSTALLATION TECHNICIANS SHALL HAVE A MINIMUM OF I.M.S.A. LEVEL I CERTIFICATION (ELECTRONICS OR ELECTRICAL TECHNICIAN.) CERTIFICATIONS OF ALL TECHNICIANS SHALL BE PROVIDED TO THE ENGINEER PRIOR TO BEGINNING WORK.



 UPON PROJECT COMMENCEMENT, THE CONTRACTOR SHALL BE AVAILABLE TO RESPOND TO ALL SIGNAL RELATED MALFUNCTIONS AND POWER OUTAGES. THE CONTRACTOR SHALL MAINTAIN AN ADEQUATE REPAIR INVENTORY, EQUIPMENT AND NEARBY PERSONNEL TO RESPOND AND CORRECT TRAFFIC SIGNAL MALFUNCTIONS AND MOT RELATED PHASING AND TIMING ISSUES FOR THE DURATION OF THE PROJECT. THE CONTRACTOR SHALL PROVIDE A QUALIFIED SIGNAL TECHNICIAN WHO CAN RESPOND WITHIN A MINIMUM OF TWO HOURS, 24 HOURS A DAY, 7 DAYS A WEEK.

 FAILURE TO MEET THE TIME REQUIREMENTS SHALL GIVE THE ENGINEER, AT HIS DISCRETION, THE RIGHT TO REQUEST ASSISTANCE FROM THE MANATEE COUNTY SHERIFF'S DEPARTMENT TO CONTROL TRAFFIC FOR THE PERIOD OF TIME UNTIL THE CONTRACTOR RESPONDS AND MAKES THE NEEDED REPAIRS. THE COST FOR THE MANATEE COUNTY SHERIFF'S OFFICE SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
5. PRIOR TO ORDERING MATERIALS, THE CONTRACTOR SHALL CONTACT THE TRAFFIC OPERATIONS DIVISION THROUGH THE PROJECT MANAGEMENT DIVISION AND VERIFY CURRENT COLOR CODES TO BE USED FOR SIGNAL CABLE.
6. DELIVER THREE SETS OF RECORD DRAWINGS, TWO SETS OF IMSA INSPECTION FORMS AND ONE COMPACT DISC OF RECORD DRAWINGS TO MR. VISHAL KAKKAD, DIVISION MANAGER AT 2101 47TH TERRACE EAST BRADENTON, FL 34203. RECORD DRAWINGS MUST BE DELIVERED TO THE COUNTY 48 HOURS PRIOR TO SCHEDULING THE FINAL INSPECTION.
7. UPON PASSING THE FINAL INSPECTION, THE CONTRACTOR SHALL SEND A WRITTEN REQUEST TO THE PROJECT MANAGEMENT DIVISION AND THE TRANSPORTATION DIVISION TO TRANSFER MAINTENANCE FROM THE CONTRACTOR TO MANATEE COUNTY. MANATEE COUNTY WILL RESPOND WITHIN 5 WORKING DAYS TO ESTABLISH A TIME TABLE FOR THE TRANSFER OF MAINTENANCE RESPONSIBILITY.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE LOCAL POWER COMPANY PROVIDING ELECTRICAL POWER TO DETERMINE IF A SERVICE PROCESSING FEE IS REQUIRED. ANY FEE SHALL BE INCLUDED AS PART OF PAYMENT FOR THE ELECTRICAL POWER SERVICE ASSEMBLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS OF THE ELECTRICAL SERVICE. THE CONTRACTOR SHALL COORDINATE THE CONSTRUCTION, INSPECTION AND ENERGIZING OF THE NEW POWER SERVICE IN A TIMELY MANNER IN ORDER TO PROMOTE PROJECT COMPLETION WITHIN CONTRACT TIME.

9. THE LOCATION OF UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE ONLY. THE EXACT LOCATIONS SHALL BE DETERMINED BY THE CONTRACTOR, VIA SUNSHINE STATE ONE CALL OF FLORIDA, INC AT 811 OR 1-800-432-4770, IN COORDINATION WITH UNDERGROUND AND OVERHEAD UTILITY OWNERS. A MINIMUM OF 2 FULL BUSINESS DAYS PRIOR TO DIGGING IS REQUIRED.
10. THE CONTRACTOR SHALL HAND DIG THE FIRST 48 INCHES OF THE HOLE FOR THE POLE FOUNDATION OR CONDUIT RUN WHERE UTILITIES ARE IN CLOSE PROXIMITY.
11. THE CONTRACTOR IS TO DE-WATER THE POLE FOUNDATION EXCAVATION IF THE ELEVATION OF WATER IS HIGHER THAN THE ELEVATION OF THE FOUNDATION BASE.
12. ALL MATERIALS, EQUIPMENT, AND OTHER CONTRACTOR SUPPLIED ITEMS SHALL BE INSTALLED AND MAINTAINED ACCORDING TO THE MANUFACTURERS RECOMMENDATIONS, UNLESS SPECIFICALLY DIRECTED OTHERWISE BY THE ENGINEER.
13. #14 XHHW PULL WIRE SHALL BE INSTALLED IN ALL CONDUITS. AT LEAST 2 FEET OF PULL WIRE SHALL BE ACCESSIBLE AT EACH CONDUIT TERMINATION AND SECURED IN THE PULL BOX OR PLACE OF TERMINATION.
14. UNLESS OTHERWISE NOTED, ALL REMOVED EQUIPMENT EXCEPT CONCRETE POLES SHALL BE TURNED OVER TO MANATEE COUNTY AND DELIVERED TO THE TRAFFIC OPERATIONS DIVISION LOCATED AT 2904 12TH STREET COURT EAST, BRADENTON, FLORIDA 34208, AS DIRECTED BY THE ENGINEER. CONCRETE POLES SHALL BE DISPOSED OF BY THE CONTRACTOR IN AREAS PROVIDED BY THE CONTRACTOR.
15. ALL ELECTRICAL WIRING SHALL COMPLY WITH ALL APPLICABLE PROVISIONS OF THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE PUBLISHED BY THE NATIONAL FIRE PROTECTION ASSOCIATION.
16. GROUNDING: ALL COSTS FOR GROUNDING SHALL BE INCLUDED IN THE COST OF THE ITEM BEING GROUNDED. ALL GROUND ROD ASSEMBLIES FOR POLES, SERVICES, CABINETS, AND OTHER RELATED EQUIPMENT SHALL BE BONDED TOGETHER TO FORM AN INTEGRATED GROUNDING SYSTEM USING #6 AWG THHN COPPER WIRE. THE UPPER END OF ALL GROUND RODS SHALL BE 18 INCHES BELOW GROUND ELEVATION. MARK GROUND ROD LOCATION WITH PERMANENT MARKER SUCH AS AN EPOXIED STICKER LOCATED ON THE NEAREST CURB, AND PROVIDE AS-BUILT DRAWINGS WITH THE LOCATION OF GROUND RODS MARKED. GROUNDING CONDUCTOR MUST BE #6 OR LARGER INSULATED COPPER. CONNECTING DEVICES SHALL BE NON-CORROSIVE SPLIT BOLTS, CLAMPS, PRESSURE CONNECTORS, OR OTHER APPROVED MEANS TO ENSURE A POSITIVE CONNECTION.

 GROUND RESISTANCE TESTER, OR OTHER APPROVED MEANS WILL BE USED TO ACQUIRE THE GROUND ROD RESISTANCE. THE ENGINEER, OR A REPRESENTATIVE OF THE ENGINEER FROM THE TRAFFIC OPERATIONS DIVISION STAFF SHALL BE PRESENT DURING THE TEST.
17. ELEVATION OF THE TOP OF THE MAST ARM FOUNDATION SHALL BE SIX INCHES ABOVE EXISTING GRADE. SEE FOUNDATION OUT OF GROUND (#) ON "MAST ARM TABULATION" SHEET. IF LOCATED DIRECTLY BACK OF SIDEWALK, THE FOUNDATION ELEVATION SHALL MATCH SIDEWALK GRADE.
18. IT SHOULD BE NOTED THAT NO TEST BORINGS WERE MADE WHERE CONDUIT RUNS ARE TO BE INSTALLED BY DIRECTIONAL BORING.
19. SHOP DRAWINGS SHALL BE SUBMITTED FOR REVIEW FOR ALL EQUIPMENT AND MATERIALS FURNISHED AND INSTALLED. THE CONTRACTOR SHALL FURNISH COPIES OF ALL DRAWINGS, SCHEDULES AND COMPLETE DESCRIPTIVE AND TECHNICAL DATA ON ALL ITEMS TO THE PROJECT MANAGER.
20. THE ACCEPTANCE OF ANY SUBMITTED DATA FOR MATERIALS, EQUIPMENT, APPARATUS, DEVICES, ARRANGEMENTS AND/OR LAYOUTS SHALL NOT RELIEVE THE CONTRACTOR FROM THE RESPONSIBILITY OF PLACING SAME AND PROPER DIMENSIONS, CAPACITIES, SIZES, QUANTITY AND INSTALLATIONS DETAILS TO EFFICIENTLY PERFORM THE REQUIREMENTS AND INTENT OF THE CONTRACT. SUCH ACCEPTANCE SHALL NOT RELIEVE THE CONTRACTOR FROM RESPONSIBILITY FOR ERRORS OF ANY SORT ON THE SUBMITTAL DATA.
21. THE TYPE OF EQUIPMENT USED IN THE INSTALLATION OF MAST ARMS/ FOUNDATIONS SHALL MEET THE FOLLOWING REQUIREMENTS: 1) OVERHEAD LINES SHALL STAY IN PLACE BOTH VERTICALLY AND HORIZONTALLY; AND 2) CONTRACTOR SHALL MEET ALL APPLICABLE OSHA REQUIREMENTS. ANY COST ASSOCIATED WITH THE TYPE OF EQUIPMENT REQUIRED FOR THIS INSTALLATION SHALL BE INCLUDED IN THE RELATED PAY ITEMS.
22. CONTRACTOR SHALL COORDINATE PAVEMENT MARKING AND SIGNAGE WORK WITH SCHEDULING OF SIGNAL ACTIVATION. THE SIGNAL SHALL NOT BE FULLY ACTIVATED UNTIL ALL PROPOSED STOP BAR, CROSS WALK, RAMP, AND PAVEMENT REMOVAL WORK IS COMPLETE. THE EXISTING STOP SIGNS SHALL BE REMOVED UPON FULL SIGNAL ACTIVATION.



No.	REVISIONS	DATE	BY	SCALE	 HDR Engineering, Inc. 2801 Cattleman Road Suite 400 Sarasota, FL 34232-6233 FBPR Certificate of Authorization No. 4213	DATE	 MANATEE COUNTY PUBLIC WORKS	DESIGN ENGINEER	LIYANAGE I. RATNAYAKE FL. LICENSE NO. 77692	SHEET NO.
				AS NOTED		2/13/2015		PROJECT NO.		PROJECT NOTES
				DESIGNED BY		6086260				T-3
				DRAWN BY						
				CHECKED BY						

TRAFFIC CONTROL PLAN NOTES

- EXISTING SPEED LIMITS ARE AS FOLLOWS:
45 MPH ON UNIVERSITY PARKWAY
25 MPH ON WATERVIEW BOULEVARD
25 MPH ON BUSINESS BOULEVARD

FOR TEMPORARY TRAFFIC CONTROL (TTC) PURPOSES, REGULATORY SPEEDS SHOULD BE MAINTAINED.
- THE CONTRACTOR'S TRAFFIC CONTROL PLAN DURING CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE FDOT DESIGN STANDARDS INCLUDING BUT NOT LIMITED TO INDEX NO. 600, 612, 615, 616, 617, AND 660.
- WHEN A CONTRACTOR IS WORKING ON A SIGNAL IN AN INTERSECTION (INSTALLING CONDUIT IN THE STREET, REMOVING EXISTING SIGNAL EQUIPMENT, INSTALLING SIGNAL EQUIPMENT, REMOVING OR INSTALLING LOOPS, HOMERUNS OR TURNING ON OF NEW SIGNAL) WHERE A LANE IS CLOSED, THE ENGINEER MAY REQUIRE AN OFF DUTY LAW ENFORCEMENT OFFICER TO DIRECT TRAFFIC. PAYMENT OF ALL DIRECT AND INDIRECT COSTS FOR A TRAFFIC CONTROL OFFICER ARE PAID UNDER BID ITEM 102-1.
- THE CONTRACTOR SHALL PROVIDE AND MAINTAIN TWO PORTABLE 4' X 8' VARIABLE-MESSAGE SIGNS (VMS) FOR A PERIOD OF TWO WEEKS. THE VMS WILL BE LOCATED AT AN APPROPRIATE DISTANCE IN ADVANCE OF THE NORTH AND SOUTH APPROACHES TO THE NEW SIGNALIZED INTERSECTION AS SPECIFIED BY THE MAINTAINING AGENCY'S ENGINEER. THE VMS WILL BE PROVIDED (1) WEEK PRIOR TO THE SCHEDULED ACTIVATION TO FULL COLOR OPERATION AND SHALL REMAIN IN PLACE FOR ONE (1) WEEK FOLLOWING ACTIVATION. COST OF FURNISHING VMS TO BE INCLUDED UNDER PAY ITEM NO. 102-1 - MAINTENANCE OF TRAFFIC

PRIOR TO ACTIVATION, THE VMS SIGN SHALL BE:

- (PANEL ONE - LINE 1) "TRAFFIC"
- (PANEL ONE - LINE 2) "SIGNAL"
- (PANEL ONE - LINE 3) "WILL BE"
- (PANEL TWO - LINE 1) "ACTIVATED"
- (PANEL TWO - LINE 2) "ON DAY"
- (PANEL TWO - LINE 3) "MONTH XX"

SUBSTITUTION FOR THE WORD "DAY" SHALL BE AS FOLLOWS:

- SUNDAY AS "SUN"
- MONDAY AS "MON"
- TUESDAY AS "TUES"
- WEDNESDAY AS "WED"
- THURSDAY AS "THUR"
- FRIDAY AS "FRI"
- SATURDAY AS "SAT"

SUBSTITUTION FOR THE WORD "MONTH" SHALL BE AS FOLLOWS:

- JANUARY AS "JAN"
- FEBRUARY AS "FEB"
- MARCH AS "MAR"
- APRIL AS "APR"
- MAY AS "MAY"
- JUNE AS "JUN"
- JULY AS "JUL"
- AUGUST AS "AUG"
- SEPTEMBER AS "SEP"
- OCTOBER AS "OCT"
- NOVEMBER AS "NOV"
- DECEMBER AS "DEC"

SUBSTITUTION FOR THE WORD "XX" SHALL BE AS FOLLOWS:

THE NUMERICAL DAY OF THE MONTH, FROM ONE (1) TO THIRTY-ONE (31), DATES LESS THAN TEN (10) SHALL BE PRECEDED BY A ZERO (0); EXAMPLE: "JAN 03" FOR JANUARY 3RD.

AFTER THE TURN-ON, THE VMS SHALL BE CHANGED TO

- (PANEL ONE - LINE 1) "TRAFFIC"
- (PANEL ONE - LINE 2) "SIGNAL"
- (PANEL TWO - LINE 1) "NOW"
- (PANEL TWO - LINE 2) "ACTIVE"

PANEL TWO, LINE 1 AND LINE 2, SHALL FLASH THREE (3) TIMES BEFORE REVERTING TO PANEL ONE.

SIGNING AND PAVEMENT MARKING NOTES

- ALL MARKINGS WITHIN THE MANATEE COUNTY RIGHT-OF-WAY SHALL BE THERMOPLASTIC.
- PAVEMENT MARKINGS SHALL BE PLACED AS SHOWN IN THE PLANS AND THE APPROPRIATE F.D.O.T. DESIGN STANDARDS INDEX.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LENGTH OF COLUMN SUPPORTS IN THE FIELD PRIOR TO FABRICATION.
- REFER TO THE F.D.O.T. DESIGN STANDARDS INDEX NO. 17352 FOR RETRO-REFLECTIVE PAVEMENT MARKER PLACEMENT DETAILS.
- CAUTION SHALL BE EXERCISED WHILE RELOCATING EXISTING SIGNS SO AS TO PREVENT DAMAGE TO THE SIGNS. IF THE SIGNS ARE DAMAGED BEYOND USE, AS DETERMINED BY THE ENGINEER, THEY SHALL BE REPLACED BY THE CONTRACTOR AT HIS EXPENSE.
- THE SIGN LOCATIONS ARE APPROXIMATE AND MAY REQUIRE FIELD ADJUSTMENT AS DIRECTED BY THE ENGINEER.
- ANY EXISTING SIGN TO REMAIN THAT IS DISTURBED DURING CONSTRUCTION OR RELOCATED SHALL BE RESET TO CURRENT STANDARDS FOR HEIGHT, OFFSET, AND METHOD OF INSTALLATION. COST OF THIS WORK SHALL BE REFLECTED IN THE PAY ITEM NO. 102-1.
- AT LOCATIONS WHERE UNDERGROUND UTILITIES ARE IN CLOSE PROXIMITY TO SIGN FOUNDATIONS AS DETERMINED BY THE CONTRACTOR, THE CONTRACTOR SHALL HAND DIG THE FIRST FOUR FEET OF THE HOLE FOR THE SIGN POST FOUNDATION.
- UNLESS OTHERWISE NOTED ON PLAN SHEETS, ALL CROSSWALKS ACROSS MAJOR STREETS SHALL BE TEN FEET (10') IN WIDTH. MEASUREMENTS SHALL BE FROM INSIDE TO INSIDE OF 12" STRIPES.
- ALL PEDESTRIAN SIGN PANELS INCLUDING SUPPLEMENTAL PANELS SHALL HAVE FLOURESCENT YELLOW-GREEN SHEETING.

ROADWAY NOTES

- REMOVAL OF TREES IN THE MEDIAN AREAS ARE INCIDENTAL TO THE CLEARING AND GRUBBING PAY ITEM. PRIOR TO REMOVAL, CONTRACTOR SHALL CONTACT SMR REPRESENTATIVES.
- CURB RETURNS SHALL BE GRADED TO MATCH EXISTING POSITIVE DRAINAGE FLOW.
- ALL CONSTRUCTION SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT AND FLORIDA ACCESSIBILITY CODE AT CURBS, GUTTERS, SIDEWALKS, INTERSECTIONS, ETC. HANDICAP RAMPS ARE TO BE CONSTRUCTED WITH DETECTABLE WARNING SURFACES PER FDOT INDEX 304.
- ALL EXISTING DRAINAGE STRUCTURES, UNDERDRAIN SYSTEMS, DITCHES, AND PONDS ARE TO REMAIN UNLESS OTHERWISE NOTED.
- ALL MATERIALS NOT CLAIMED BY THE COUNTY SHALL BECOME PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF BY THE CONTRACTOR IN AREAS PROVIDED BY THE CONTRACTOR. THIS WORK SHALL BE INCLUDED IN AND PAID FOR UNDER THE PAY ITEM FOR CLEARING AND GRUBBING.
- ALL AREAS OF EXPOSED EARTH RESULTING FROM CONSTRUCTION ACTIVITIES SHALL BE SODDED AS DIRECTED BY THE ENGINEER. SEEDING AND MULCHING SHALL BE APPLIED ONLY WHERE SPECIFICALLY CALLED FOR IN THE PLANS AND SPECIFICATIONS OR WHERE DIRECTED BY THE COUNTY.
- ALL EXISTING AND PROPOSED UTILITY AND STORM DRAIN SEWER STRUCTURES WHOSE TOPS WILL BE EXPOSED WITHIN ANY SIDEWALK OR PAVED AREA SHALL BE ADJUSTED SO THAT THE TOP SURFACE OF COVERS OR FRAMES SHALL BE FLUSH WITH THE SIDEWALK OR PAVEMENT SURFACE. ALL EXISTING AND PROPOSED UTILITY AND STORM SEWER STRUCTURES WHOSE TOPS WILL BE EXPOSED IN UNPAVED AREAS SUBJECT TO VEHICULAR, BICYCLE, OR PEDESTRIAN TRAFFIC SHALL BE ADJUSTED SO THAT THE TOP SURFACE OF COVERS OR FRAMES SHALL BE NO MORE THAN ONE INCH ABOVE THE FINISHED GRADE. WHERE SODDING IS APPLIED, "FINISHED GRADE" SHALL BE NOMINAL HEIGHT OF GRASS AFTER THE SOD IS FIRMLY PLACED.
- OVERALL CLEANUP SHALL BE ACCOMPLISHED BY THE CONTRACTOR TO THE SATISFACTION OF THE COUNTY. ANY AND ALL EXPENSES INCURRED FOR THIS WORK SHALL BE INCLUDED IN THE UNIT PRICE FOR MOBILIZATION.
- THE CONTRACTOR SHALL NOT IMPEDE OR OBSCURE ACCESS TO ANY EXISTING VALVE COVERS WITH THE INSTALLATION OF DETECTABLE WARNING SURFACES.
- ANY IRRIGATION LINES THAT ARE IMPACTED WITH THE MEDIAN WIDENING SHALL BE REMOVED AND CAPPED.



				SCALE AS NOTED	DATE 2/13/2015		DESIGN ENGINEER Llyanage I RATNAYAKE	SHEET NO. T-4
				DESIGNED BY LIR	PROJECT NO 6086260		FL LICENSE NO 77692	
				DRAWN BY EL	HDR Engineering, Inc. 2801 Cattlemen Road Suite 400 Sarasota, FL 34232-6233 FBPR Certificate of Authorization No. 4213		MANATEE COUNTY PUBLIC WORKS	PROJECT NOTES
				CHECKED BY BB	Manatee County FLORIDA			
No	REVISIONS	DATE	BY					

PAY ITEM NOTES

- 102-1:
PAY ITEM SHALL INCLUDE THE COST OF FURNISHING FOUR (4) VARIABLE MESSAGE SIGNS (VMS.) THE CONTRACTOR SHALL PROVIDE AND MAINTAIN THE PORTABLE 4' x 8' VMS FOR A PERIOD OF TWO WEEKS. THE VMS WILL BE LOCATED AT AN APPROPRIATE DISTANCE IN ADVANCE OF THE WORK ZONE ON ALL APPROACHES TO THE UPGRADED SIGNALIZED INTERSECTION AS SPECIFIED BY THE MAINTAINING AGENCY'S ENGINEER. THE VMS WILL BE PROVIDED ONE (1) WEEK PRIOR TO THE SCHEDULED ACTIVATION TO FULL COLOR OPERATION FOR THE SIGNALS AND SHALL REMAIN IN PLACE FOR ONE (1) WEEK FOLLOWING ACTIVATION.

SHALL INCLUDE ALL COST, DIRECT AND INDIRECT, RELATED TO THE PAYMENT FOR A TRAFFIC CONTROL OFFICER.
- 630-2-11 & 630-2-12:
CONDUITS INSTALLED WITH THE DIRECTIONAL BORE METHOD SHALL BE HDPE WITH A MINIMUM SIZE OF 2" UNLESS OTHERWISE NOTED IN THE PLANS. COST OF PULL WIRE SHALL BE INCLUDED UNDER THIS PAY ITEM.

ALL CONDUIT RUNS SHOWN ON THE PLANS ARE SCHEMATIC AND FIELD ADJUSTMENTS MAY BE NECESSARY. WITH THE EXCEPTION OF ELECTRICAL POWER SERVICE DUCTS, AND DIRECTIONAL BORE CONDUITS, ALL UNDERGROUND AND UNDER PAVEMENT CONDUITS SHALL BE SCHEDULE 40 PVC WITH A MINIMUM SIZE OF 2" UNLESS OTHERWISE SPECIFIED IN THE PLANS. COST OF PULL WIRE SHALL BE INCLUDED UNDER THIS PAY ITEM.

TWO SEPARATE UNDERGROUND CONDUIT RUNS LOCATED 180 DEGREES APART ARE REQUIRED FOR ALL MAST ARMS. THE SPARE CONDUIT SHALL BE CAPPED IN THE NEAREST PULL BOX. THERE SHALL BE A MINIMUM OF TWO RUNS OF 2" CONDUIT BETWEEN THE LAST LOW VOLTAGE PULL BOX LOCATED NEAR THE CONTROLLER CABINET & THE CONTROLLER CABINET, ITSELF.
- 632-7-1:
USE A MINIMUM OF 7 CONDUCTOR SIGNAL CABLES FOR SIGNAL HEADS AND PEDESTRIAN HEADS.
- 635-2-11, 635-2-12, & 635-2-13:
PULL BOXES SHALL BE TRAFFIC BEARING, ALL POLYMER CONSTRUCTION (NOT CONCRETE). PULL BOXES AND LIDS. (QUAZITE OR ANOTHER EQUIVALENT FOOT APPROVED MANUFACTURER). PULL BOXES ARE TO BE PLACED BEHIND CURB AND GUTTER. IF THERE IS NO CURB AND GUTTER, PULL BOXES SHALL BE PLACED A MINIMUM OF 7' FROM THE EDGE OF PAVEMENT.

STANDARD PULL BOX DIMENSIONS SHALL BE 17" x 30" x 12" AND THE LID SHALL BE STAMPED "MANATEE COUNTY TRAFFIC SIGNAL" ON THE COVER. FIBER OPTIC PULL BOX DIMENSIONS SHALL BE 24" x 36" x 36". FIBER OPTIC PULL BOX LIDS SHALL BE STAMPED "MANATEE COUNTY FIBEROPTIC SYSTEM" ON THE COVER.
- 639-1-121:
THIS PAY ITEM SHALL INCLUDE THE COST OF ALL SPECIAL IMPACT CONNECTION FEES CHARGED BY LOCAL POWER COMPANIES FOR ELECTRICAL SERVICE CONNECTION. ANY CHARGES BY FPL (FLORIDA POWER & LIGHT COMPANY) TO BE ON SITE TO DE-ENERGIZE ELECTRIC SERVICE LINES AND MONITOR WORK WHILE LINES ARE REROUTED ONTO THE NEW SERVICE POLE WILL BE INCLUDED UNDER THIS PAYMENT ITEM.

IT SHALL ALSO INCLUDE THE COST OF INSTALLING SERVICE RISER ON FPL SERVICE POLE. THE SERVICE RISER MUST HAVE A WEATHERHEAD TERMINATING AT A POINT 40" MINIMUM BELOW THE BOTTOM OF FBL TRANSFORMER.

THIS PAY ITEM IS TO INCLUDE THE METER CAN AND SERVICE DISCONNECT. METER WILL BE PROVIDED BY FPL.
- 639-4-6:
THIS PAY ITEM SHALL INCLUDE THE COST OF FURNISHING AND INSTALLING THE GENERATOR CABINET. CONTRACTOR SHALL INSTALL CABINET AND FOUNDATION / PAD. THE COST OF THE FOUNDATION / PAD IS INCLUDED IN THE COST OF THE CABINET PAY ITEM. CABINET SHALL BE 36" W x 43" H x 26" D. EQUIPPED WITH A 31" W x 20" D PULLOUT SHELF, FABRICATED FROM 5052-H32 ALUMINUM WITH #2 CORBIN LOCK AND CAPABLE OF OPERATING A YAMAHA YG28001 INVERTER OR SIMILAR MODEL. CONTRACTOR IS TO REFER TO THE "MANATEE COUNTY TRAFFIC SIGNAL CONTROLLER/ CABINET SPECIFICATIONS" DOCUMENT DATED JULY 2014 FOR ADDITIONAL INFORMATION.
- 649-31-105, 649-31-203, 649-31-204 & 649-31-205:
USE THREE 2" AND ONE 3/4" CONDUIT STUBBED OUT THROUGH THE MAST ARM POLE FOUNDATION AND TEMPORARILY SEALED. ALL MAST ARMS SHALL BE GALVANIZED, NON-PAINTED
- 650-1-14 & 650-1-16:
USE SIGNAL HEAD SUPPORTING HANGER THAT IS CAPABLE OF ADJUSTING VERTICALLY A MINIMUM OF 1.5'.

ALL SIGNAL HEADS SHALL HAVE ALUMINUM LOUVERED BACK PLATES INSTALLED. BACKPLATES SHALL BE MANUFACTURED FOR THE SIGNAL HEADS USED & INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS. THE BACK PLATE SHALL HAVE A 2" YELLOW REFLECTORIZED (TYPE III REFLECTIVITY) OUTER EDGE BORDER UNLESS SPECIFIED OTHERWISE IN THE PLANS.

THE EXTERNAL COLOR OF SIGNAL HOUSING SHALL BE BLACK. ALL TRAFFIC SIGNAL HEAD INDICATIONS SHALL BE 12" LED. ALL SIGNAL HEADS SHALL HAVE TUNNEL VISORS. THE COST FOR THE TUNNEL VISORS SHALL BE INCLUDED UNDER THIS PAY ITEM.
- 653-1-11:
PEDESTRIAN SIGNAL HEADS TO BE 16" INTERNATIONAL SYMBOL, LED COUNTDOWN TYPE. USE LOCKING COLLARS FOR MOUNTING PEDESTRIAN SIGNAL HEADS TO PEDESTRIAN PEDESTALS. USE BREAKAWAY ALUMINUM SQUARE BASE WITH ALUMINUM DOORS FOR PEDESTRIAN PEDESTALS.

- 650-4-11 & 660-4-12:
MANATEE COUNTY'S CURRENT VIDEO DETECTION USES THE ITERIS VANTAGE VIDEO DETECTION SYSTEM WITH ITERIS VANTAGE RZ4 ADVANCED WIDE DYNAMIC RANGE COLOR CAMERAS MOUNTED ON PELCO MAST ARM CAMERA BRACKETS. THE VIDEO DETECTION SYSTEM INSTALLED MUST BE FULLY COMPATIBLE WITH MANATEE COUNTY'S EXISTING TRAFFIC CONTROL SYSTEM.

THE CONTRACTOR SHALL INSTALL A VIDEO DETECTION SYSTEM IN STRICT ACCORDANCE WITH THE GUIDANCE CONTAINED IN THE VIDEO DETECTION SYSTEM'S INSTALLATION MANUALS. THE CONTRACTOR SHALL ONLY USE MANUFACTURER APPROVED CABLING CONNECTORS AND COMPONENTS TO COMPLETE THE INSTALLATION OF THE VIDEO DETECTION SYSTEM. THE CONTRACTOR SHALL INSTALL A RACK MOUNT LCD MONITOR DRAWER IN THE CABINET. THE SIGNAL CONTRACTOR SHALL CONSULT WITH THE TECHNICAL REPRESENTATIVES PRIOR TO ORDERING THE SYSTEM COMPONENTS AND TO OBTAIN OPTIMUM CAMERA PLACEMENT AND MOUNTING HEIGHT FOR EACH CAMERA PRIOR TO INSTALLATION. AFTER THE SYSTEM INSTALLATION IS COMPLETE THE CONTRACTOR SHALL REQUEST A SYSTEM CRITIQUE FROM THE VIDEO DETECTION EQUIPMENT SUPPLY MANUFACTURER. THE RESULTS OF THE SYSTEM CRITIQUE SHALL BE PROVIDED, IN WRITING, TO MANATEE COUNTY PRIOR TO SCHEDULING THE FINAL INSPECTION OF THE SIGNAL SYSTEM.

SEE PLAN SHEETS FOR THE NUMBER OF VIDEO CAMERAS INCLUDED IN THE VIDEO DETECTION ASSEMBLY.

THE VIDEO DETECTION CAMERA SHALL BE ITERIS VANTAGE RZ4 ADVANCED WIDE DYNAMIC RANGE COLOR CAMERA MOUNTED ON PELCO MAST ARM CAMERA BRACKET. THE VIDEO DETECTION SYSTEM MUST INCLUDE:
ITERIS VANTAGE EDGE 2 PROCESSOR
ITERIS EDGE CONNECT MODULE
ITERIS VANTAGE EDGE2 TS2 I/O MODULE

THE COST OF THIS ITEM SHALL ALSO INCLUDE A FACTORY CERTIFIED REPRESENTATIVE FROM THE SUPPLIER TO BE ON-SITE DURING INSTALLATION & SETUP.
- 665-1-11:
SHALL INCLUDE SIGN PANEL AND ADDITIONAL COST OF LABOR AND MATERIALS REQUIRED FOR INSTALLATION OF PEDESTRIAN SIGNAL SIGN FTP-68B-06. THIS SIGN SHALL BE MOUNTED ABOVE EACH PEDESTRIAN DETECTOR. ALL PEDESTRIAN PUSH BUTTON INSTALLATIONS SHALL BE A.D.A COMPLIANT. STREET NAMES SHALL BE IN ACCORDANCE WITH THE STREET NAMES ON THE PLAN SHEETS.
- 670-5-110:
USE A NEMA TS2 TYPE 1 AS DESCRIBED IN THE 2003 NEMA STANDARD TS2 PUBLICATION. THE CONTROLLER SUPPLIED WITH THE CABINET SHALL BE A NAZTEC 980 ATC. THE NAZTEC 980 ATC CONTROLLER SHALL COME EQUIPPED WITH 4 SERIAL PORTS AND ONE ETHERNET PORT. THE CABINET SHALL BE TYPE V AND BE FULLY COMPATIBLE WITH MANATEE COUNTY'S ATMS (NAZTEC'S ATMS NOW). THE CABINET SHALL COME EQUIPPED WITH A RUGGEDCOM SWITCH MODEL NUMBER RS900 HI-D-C2-C2-C2-00 AND ALL THE NECESSARY SYSTEM COMPONENTS FOR INTEGRATION INTO AND ETHERNET BASED FIBER OPTIC NETWORK.

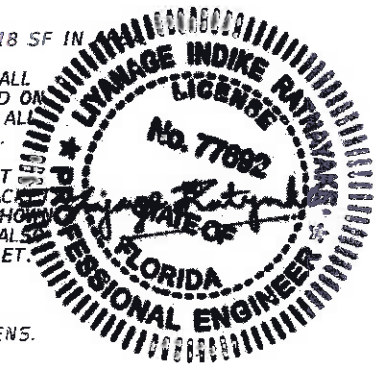
TRAFFIC SIGNAL CONTROLLER BASE:

THE CABINET BASE WHEN SECURED TO THE CONCRETE SLAB WITH CONTROLLER CABINET ATTACHED MUST WITHSTAND A MINIMUM WIND LOAD OF 130 MPH OR A 850 LB FORCE APPLIED AT 49" ABOVE THE BOTTOM OF THE BASE WITHOUT CAUSING THE BASE OR CABINET TO COME OUT OF THEIR ANCHORED POSITION OR CAUSE ANY PERMANENT DEFORMATION.

INSTALL A PVC SLEEVE TO PREVENT THE GROUND ROD FROM DIRECT EMBEDMENT IN THE SLAB. EXTEND CONDUITS FOR FUTURE USE AT LEAST 18-INCHES FROM THE EDGE OF THE SLAB. TERMINATE UNDERGROUND WITH A COUPLING AND CAP AND SEAL SO THAT THE SEAL CAN BE REMOVED WITHOUT DAMAGING THE COUPLING. ANCHOR THE CONTROLLER CABINET TO THE BASE USING FOUR STAINLESS STEEL 1/2" -13 NC BOLTS.
- 685-106:
FURNISH AND INSTALL AN UNINTERRUPTED POWER SUPPLY UNIT (UPS) MODEL NO ALPHA FXM 1100 EQUIPPED WITH AN ETHERNET PORT. ALL UNINTERRUPTABLE POWER SUPPLIES SHALL SUPPORT SNMP (PROTOCOL) FOR REMOTE MONITORING AND MANAGEMENT. THE UPS SHALL BE SIZED TO ACCOMMODATE THE MAXIMUM CONNECTED LOAD. THE BATTERY BANK SHALL MEET MANATEE COUNTY SPECIFICATIONS AND BE SIZED TO PROVIDE A MINIMUM 4 HOURS RUN TIME UNDER FULL LOAD. THE UPS ASSEMBLY SHALL INCLUDE A CABINET THAT SHALL BE MOUNTED ON THE OUTSIDE OF THE TRAFFIC SIGNAL CONTROLLER CABINET.
- 700-5-22:
THIS PAY ITEM SHALL INCLUDE ANY INTERNALLY ILLUMINATED STREET NAME SIGNS OVER 18 SF IN ALL INTERNALLY ILLUMINATED STREET NAME SIGNS SHALL BE EDGE LIT LED TYPE AND SHALL BE MANUFACTURED BY A VENDOR WITH AN APPROVED INTERNALLY ILLUMINATED SIGN LISTED ON THE FOOT APPROVED PRODUCT LIST. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR ALL PROPOSED INTERNALLY ILLUMINATED STREET NAME SIGNS TO THE ENGINEER FOR APPROVAL.

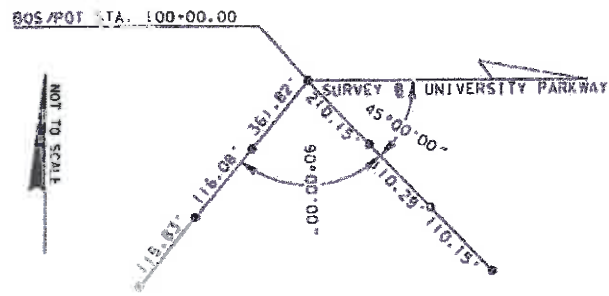
RIGID MOUNT INTERNALLY ILLUMINATED STREET NAME SIGNS TO THE MAST ARMS. THE COST OF THIS ITEM SHALL INCLUDE PROPERLY DESIGNED AND SIZED ADJUSTABLE HANGERS, BRACKET CLAMPS, AND ALL MISCELLANEOUS HARDWARE NECESSARY TO RIGID MOUNT THE SIGNS AS SHOWN IN THE PLANS. THE SIGNS SHALL BE POWERED USING IMSA 50-2 CABLE. THIS ITEM SHALL ALSO INCLUDE INSTALLATION OF THE PHOTOCELL ON THE SERVICE POLE OR INSIDE SIGNAL CABINET.

INTERNALLY ILLUMINATED STREET NAME SIGNS SHALL HAVE 120 VOLT LED BULBS. BULB TUBES LESS THAN 8 FEET SHALL HAVE 28.5 WATTS POWER CONSUMPTION AT 1900 LUMENS AND TUBES 8 FOOT OR GREATER SHALL HAVE 38 WATTS POWERS CONSUMPTION AT 260 LUMENS.
- 711-17:
SHALL INCLUDE A REMOVAL METHOD APPROVED BY THE ENGINEER. PAY ITEM SHALL ALSO INCLUDE THE REMOVAL OF ALL RETRO-REFLECTIVE PAVEMENT MARKERS ASSOCIATED WITH ALL PAVEMENT MARKINGS BEING REMOVED.

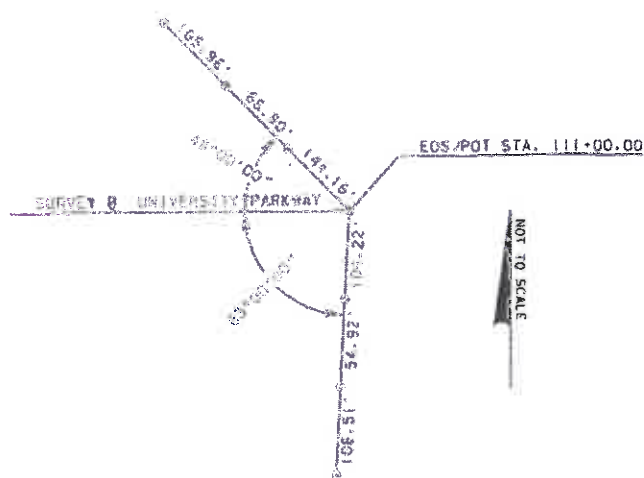


No.	REVISIONS	DATE	BY	AS NOTED		HDR Engineering, Inc. 2601 Cattlemen Road Suite 400 Sarasota, FL 34232-6233 FBPR Certificate of Authorization No. 4213	DATE		MANATEE COUNTY PUBLIC WORKS	DESIGN ENGINEER	LIYAWARE I. RATHAYAKE FL. LICENSE NO. 77692	SHEET NO.
				LIR			2/13/2015			PROJECT NO.		77692
				EL			6086260					

PAY ITEM NOTES



BOS/POT STA. 100+00.00
SET 5/8" IRON ROD & CAP "LB 7917"
SURVEY BASELINE UNIVERSITY PARKWAY



EOS/POT STA. 111+00.00
SET 5/8" IRON ROD & CAP "LB 7917"
SURVEY BASELINE UNIVERSITY PARKWAY

LEGEND

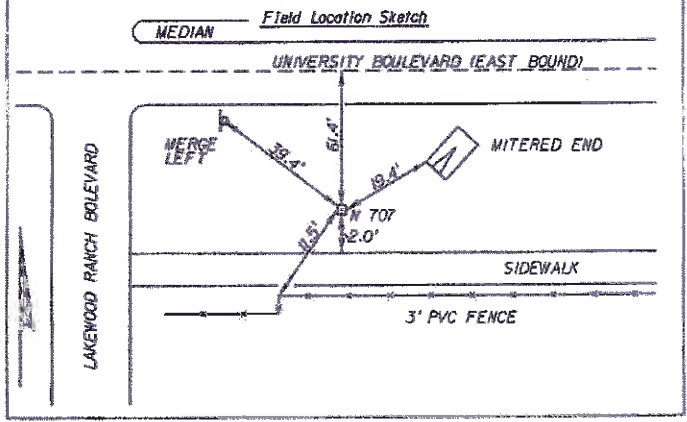
- B - SET TO
- B - DENOTES SURVEY BASELINE
- SH - AHEAD
- BOA - BEGINNING OF ALIGNMENT
- BOB - BEGINNING OF SURVEY
- BS - BACK
- BUS - BUSINESS
- EOA - END OF ALIGNMENT
- F.C.M. - FOUND CONCRETE MONUMENT
- F.R.R.S. - RAILROAD SPIKE
- FOU - FOUND
- ID - IDENTIFICATION
- I.R.C. - IRON ROD & CAP
- LB - LICENSED BUSINESS
- LS - LAND SURVEYOR
- PC - POINT OF CURVATURE
- PI - POINT OF INTERSECTION
- PL - PARKER GALON NAIL
- PKD - PARKER GALON NAIL AND DISK
- POT - POINT ON TANGENT
- POC - POINT ON CURVE
- PT - POINT OF TANGENCY
- R - RADIUS
- S.I.P.C. - SET 5/8" IRON ROD & CAP "LB 7917"
- S.P.A.G. - SET PARKER GALON NAIL & DISK "LB 7917"
- SR - STATE ROAD
- STA - STATION
- SET 5/8" IRON ROD & CAP "LB 7917" (UNLESS OTHERWISE NOTED)
- SET PARKER GALON NAIL & DISK "LB 7917" (UNLESS OTHERWISE NOTED)
- SET 4" x 4" STANDARD FOOT CONCRETE MONUMENT (UNLESS OTHERWISE NOTED)

Florida Department of Transportation District One
Vertical Control Data Sheet
DATUM
NGVD 1929
NAVD 1988 x

Monument Name or Designation: N 707 Elevation feet: 30.960
State Road No.: N/A County: MANATEE
Section: 32 Township: 35 S Range: 19 E Roadway Section I.D.: N/A
Establishing Firm: NGS Field Book No.: 11830047
Established: / / Recovered: 3 / 25 / 2014 Financial Project ID: N/A

State Plane Coordinates:
(Nearest Foot) N (Y) = 1109803 E (X) = 515775
Base Line Station and Offset: (FALLS OUTSIDE OF PROJECT LIMITS)
Description of Monument: FOUND POURED IN PLACE CONCRETE MONUMENT WITH FDEP BRASS DISK STAMPED "N 707 2008"

Distance and Direction from Nearest Intersection: SOUTH EAST CORNER OF THE INTERSECTION OF UNIVERSITY BOULEVARD AND LAKEWOOD RANCH BOULEVARD

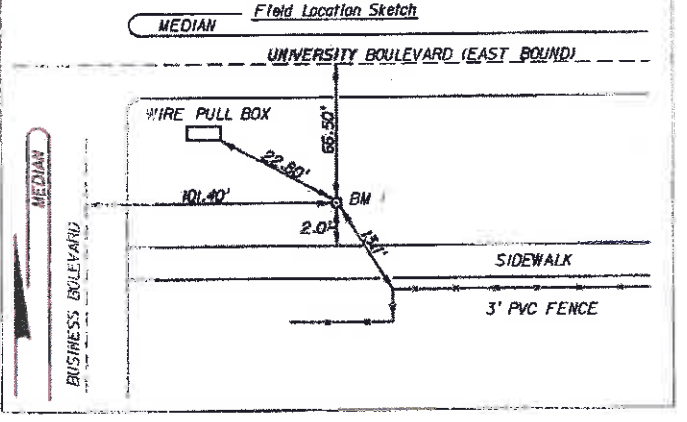


Florida Department of Transportation District One
Vertical Control Data Sheet
DATUM
NGVD 1929
NAVD 1988 x

Monument Name or Designation: BM 1 Elevation feet: 28.622
State Road No.: N/A County: MANATEE
Section: 32 Township: 35 S Range: 19 E Roadway Section I.D.: N/A
Establishing Firm: MCKIM AND CREED, INC Field Book No.: 11830047
Established: 3 / 25 / 2014 Recovered: / / Financial Project ID: N/A

State Plane Coordinates:
(Nearest Foot) N (Y) = 1109798 E (X) = 518675
Base Line Station and Offset: STATION: 106+44 OFFSET: 92.5' RIGHT
Description of Monument: SET STANDARD 4"x4" FDOT CONCRETE MONUMENT WITH BRASS DISK STAMPED "BM 1"

Distance and Direction from Nearest Intersection: SOUTH EAST CORNER OF THE INTERSECTION OF UNIVERSITY BOULEVARD AND BUSINESS BOULEVARD

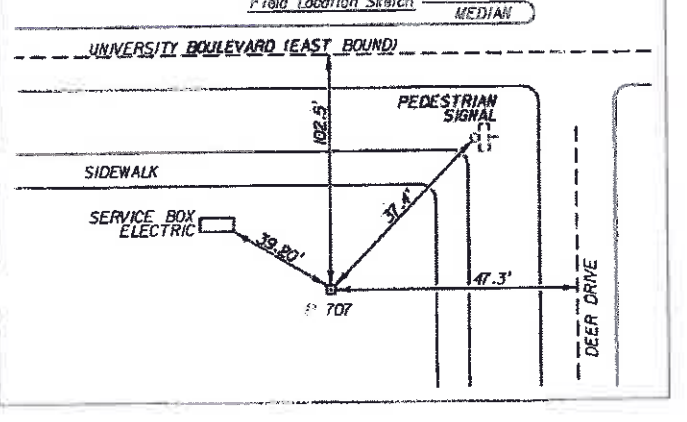


Florida Department of Transportation District One
Vertical Control Data Sheet
DATUM
NGVD 1929
NAVD 1988 x

Monument Name or Designation: P 707 Elevation feet: 27.760
State Road No.: N/A County: MANATEE
Section: 32 Township: 35 S Range: 19 E Roadway Section I.D.: N/A
Establishing Firm: NGS Field Book No.: 11830047
Established: / / Recovered: 3 / 25 / 2014 Financial Project ID: N/A

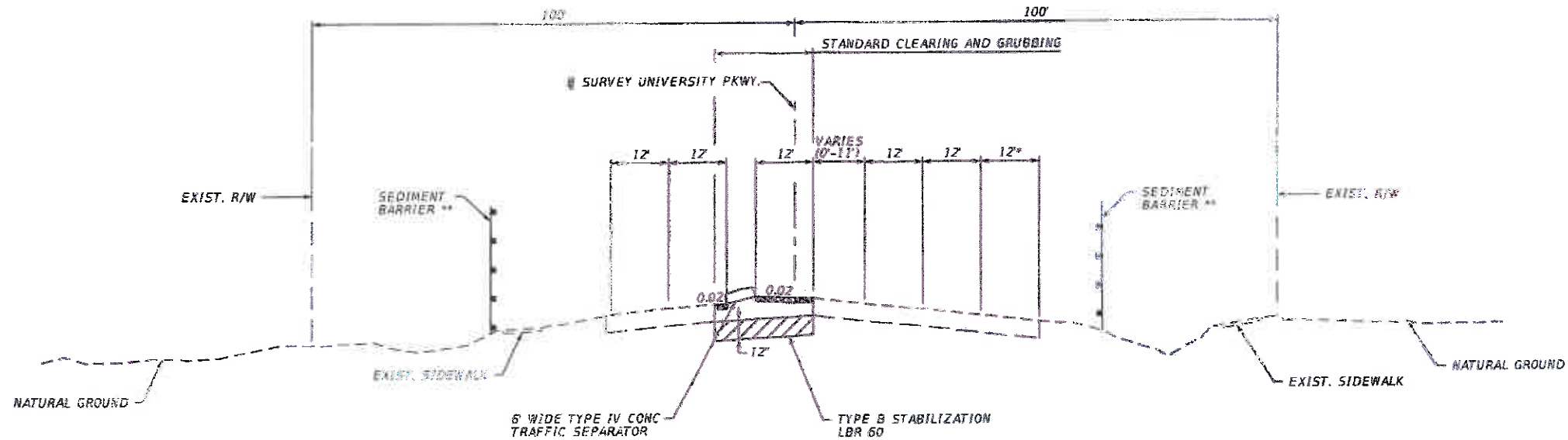
State Plane Coordinates:
(Nearest Foot) N (Y) = 1109856 E (X) = 521048
Base Line Station and Offset: (FALLS OUTSIDE OF PROJECT LIMITS)
Description of Monument: FOUND POURED IN PLACE CONCRETE MONUMENT WITH FDEP BRASS DISK STAMPED "P 707 2008"

Distance and Direction from Nearest Intersection: SOUTH WEST CORNER OF THE INTERSECTION OF UNIVERSITY BOULEVARD AND DEER DRIVE



UNIVERSITY PARKWAY
SURVEY PERFORMED BY: MCKIM & CREED, INC.
SURVEY DATE: APRIL 14, 2014

DESIGNED BY	TH	MCKIM & CREED, INC. (LB 7917) 5701 Division Dr., Suite A Fort Myers, FL 33972 	DATE	02/13/2015	MANATEE COUNTY PUBLIC WORKS	PSM	THOMAS HALSTEAD	SURVEY REFERENCE POINTS	SHEET NO.	T-6
DRAWN BY	TH		PROJECT NO.	6086260		FL LICENSE NO.	5770			
CHECKED BY	TH									
REVISIONS			DATE	BY						



**TYPICAL SECTION NO. 1
UNIVERSITY PARKWAY**

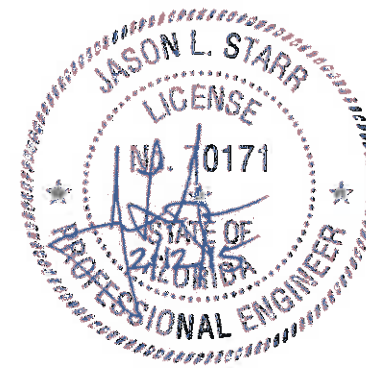
STA. 100+51.48 TO STA. 104+81.06
STA. 105+85.20 TO STA. 109+91.83

*NO RIGHT TURN LANE FROM STA. 105+85.20 TO STA. 109+91.83

**SEDIMENT BARRIER IS SHOWN IN APPROXIMATE LOCATION RELATIVE TO EXISTING DITCHES. CONTRACTOR TO OBTAIN NPDES PERMIT DURING CONSTRUCTION, COMPLETE WITH EROSION CONTROL PLAN.



NEW CONSTRUCTION

OPTIONAL BASE GROUP 9 WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC D) (3")
AND FRICTION COURSE (TRAFFIC D) FC-12.5 (1-1/2") (PG 76-22) (PMA)

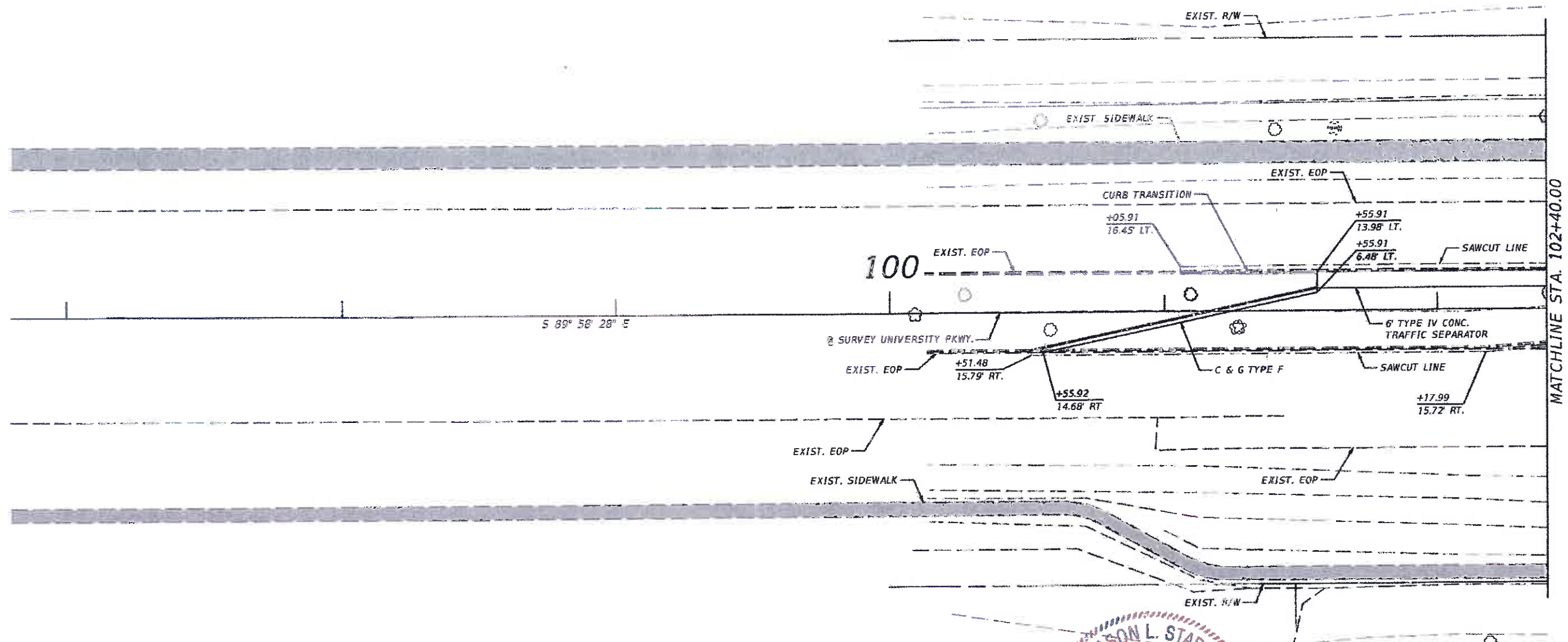


TRAFFIC DATA

DESIGN SPEED = 50 MPH

SCALE AS NOTED		 HDR Engineering, Inc. 2801 Cattlemen Road Suite 400 Sarasota, FL 34232-6233 FBPR Certificate of Authorization No. 4213	DATE 2/13/2015	 MANATEE COUNTY PUBLIC WORKS	DESIGN ENGINEER JASON L. STARR	TYPICAL SECTION	SHEET NO. T-7
DESIGNED BY JLS	DRAWN BY JHC		PROJECT NO. 6086260		FL. LICENSE NO. 70171		
REVISIONS	DATE	BY	DRH				

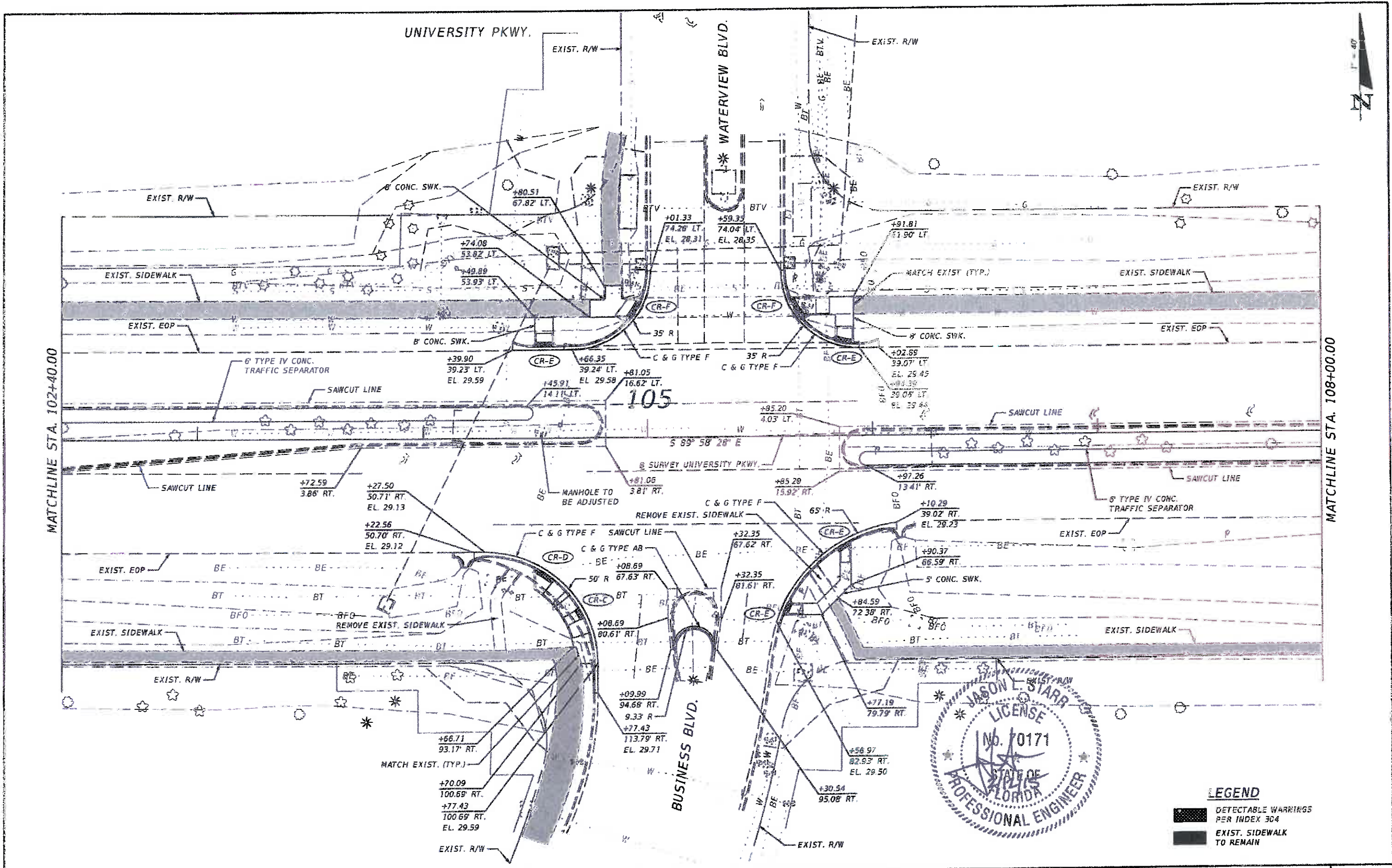
UNIVERSITY PKWY.



LEGEND

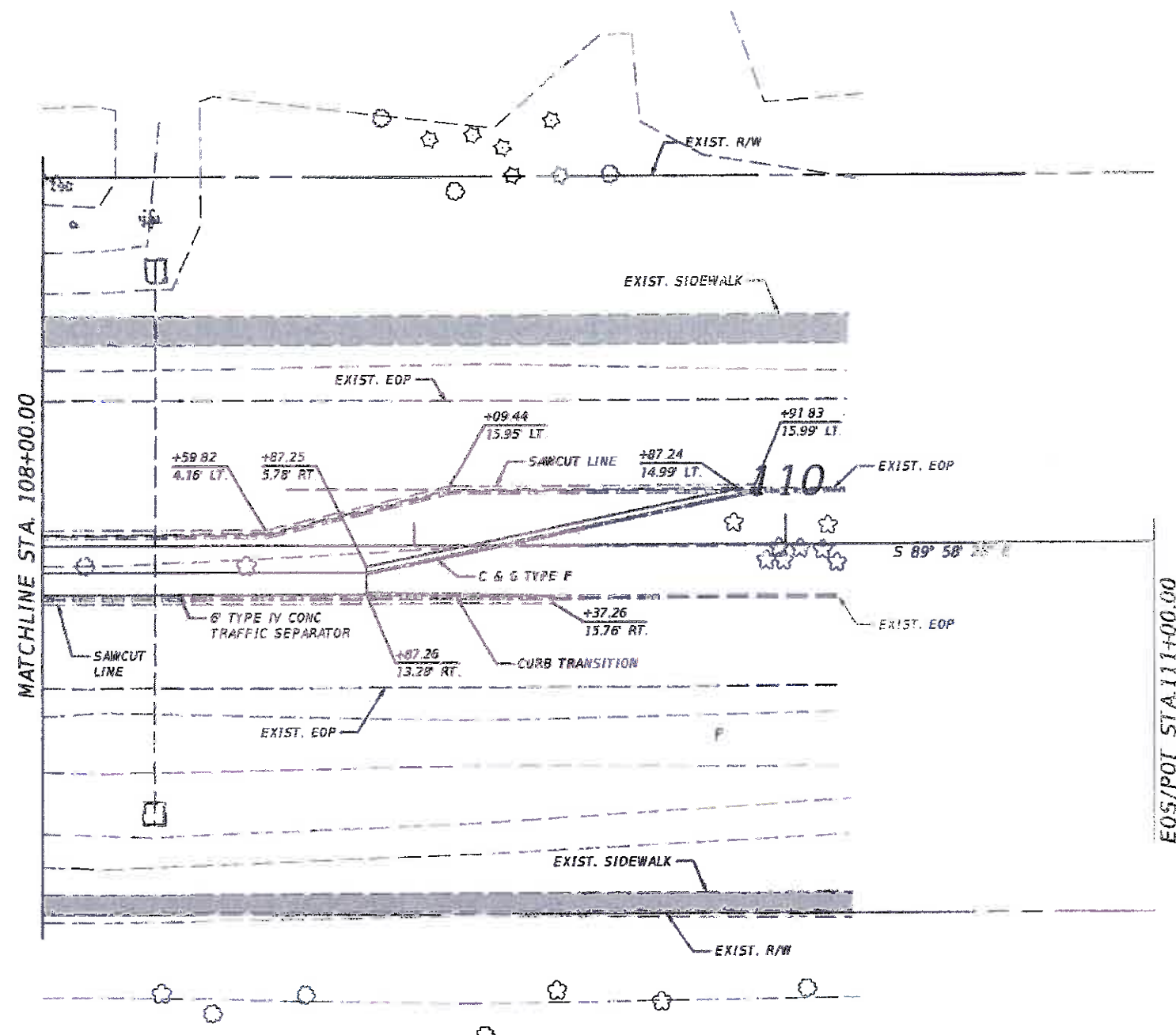
- DETECTABLE WARNINGS PER INDEX 304
- EXIST. SIDEWALK TO REMAIN

SCALE AS NOTED DESIGNED BY JLS DRAWN BY JHC CHECKED BY GRM		HDR Engineering, Inc. 2601 Cattlemen Road Suite 400 Sarasota, FL 34232-6233 FBPR Certificate of Authorization No. 4213	DATE 2/13/2015	MANATEE COUNTY PUBLIC WORKS	DESIGN ENGINEER JASON L. STARR	SHEET NO. T-8
No. REVISIONS DATE BY			PROJECT NO. 6086260		FL. LICENSE NO. 70171	



<table border="1"> <tr> <td>NO.</td> <td>REVISIONS</td> <td>DATE</td> <td>BY</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>		NO.	REVISIONS	DATE	BY					AS NOTED JLS JHC DRH	<p>HDR Engineering, Inc. 2801 Cattlemen Road Suite 400 Sarasota, FL 34232-6233 FBPR Certificate of Authorization No. 4213</p>	DATE 2/13/2015 PROJECT NO. 5086260	<p>MANATEE COUNTY PUBLIC WORKS</p>	DESIGN ENGINEER JASON L. STARR FL. LICENSE NO. 70171	SHEET NO. T-9
NO.	REVISIONS	DATE	BY												

UNIVERSITY PKWY.

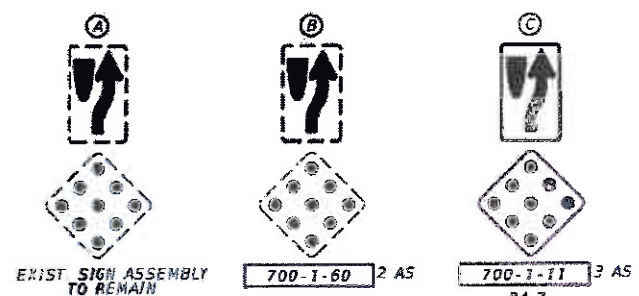
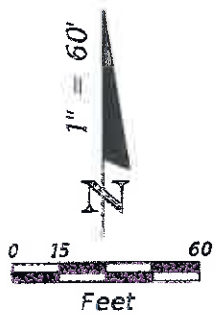


- LEGEND**
- DETECTABLE WARNINGS PER INDEX 304
 - EXIST. SIDEWALK TO REMAIN

		SCALE	AS NOTED		DATE	2/13/2015	MANATEE COUNTY PUBLIC WORKS	DESIGN ENGINEER	JASON L. STARR	ROADWAY PLAN (3)	SHEET NO.
		DESIGNED BY	JLS		PROJECT NO.	6086260		FL. LICENSE NO.	70171		T-10
		DRAWN BY	JHC								
		CHECKED BY	DRH								
No.	REVISIONS	DATE	BY								

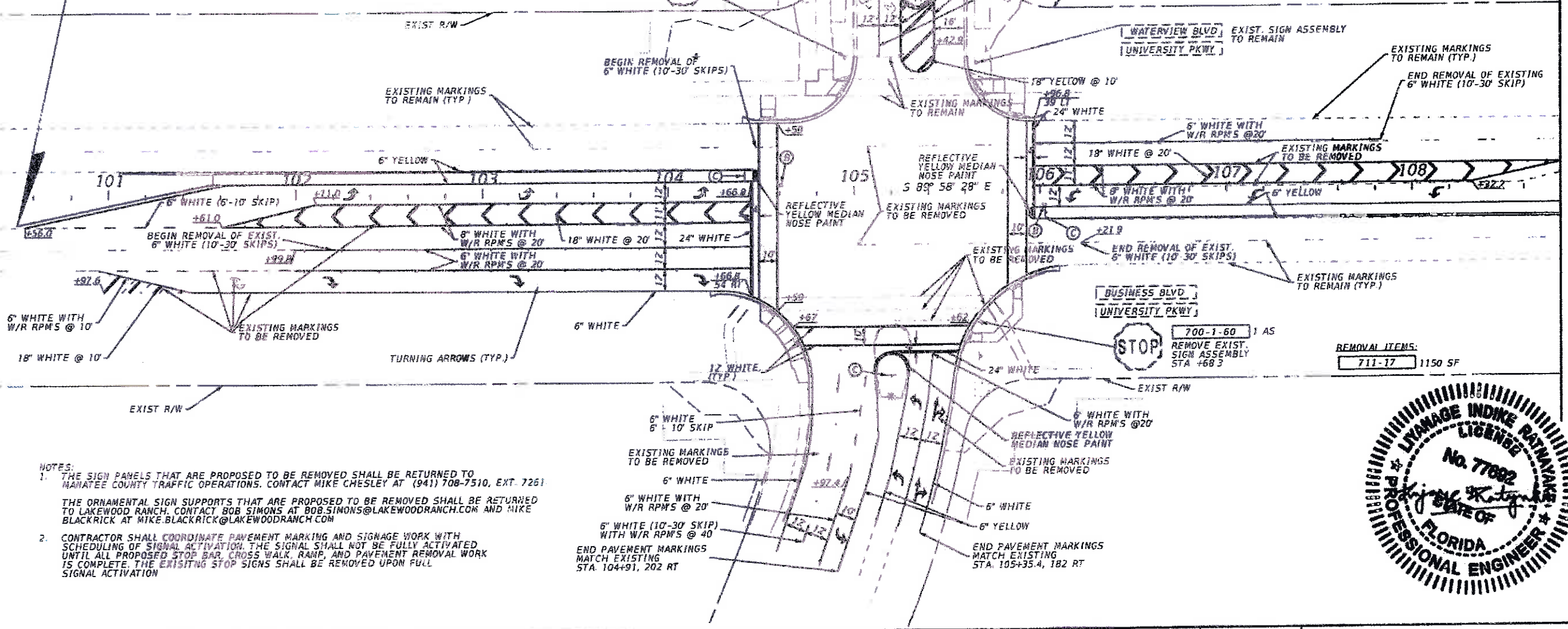
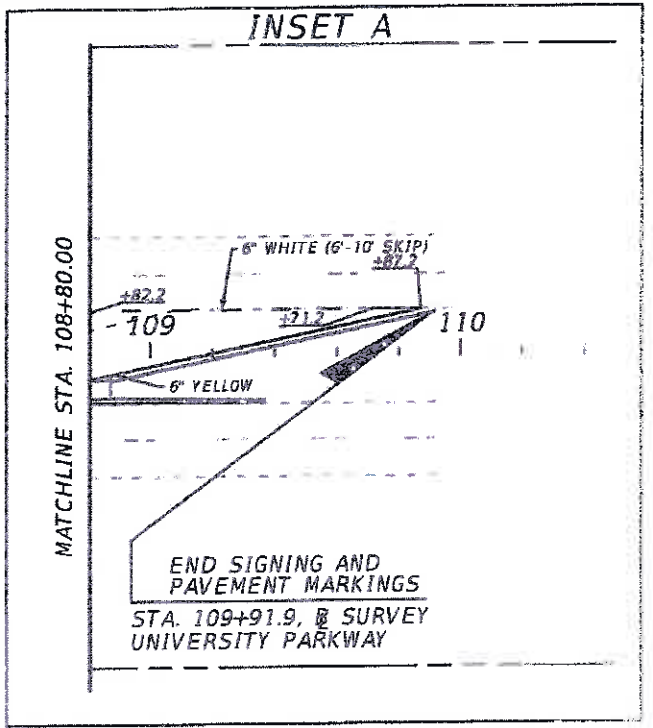


HDR Engineering, Inc.
2601 Cattlemen Road
Suite 400
Sarasota, FL 34232-6233
FBPR Certificate of Authorization No. 4213



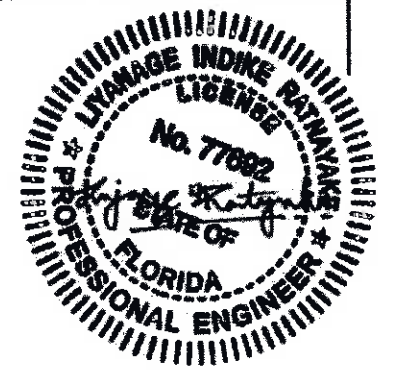
BEGIN SIGNING AND MARKINGS
STA. 100+51.4, @ SURVEY
UNIVERSITY PARKWAY

REMOVE EXIST
SIGN ASSEMBLY
STA +95.0
(SEE NOTES)
700-1-60 1 AS

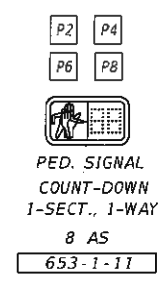
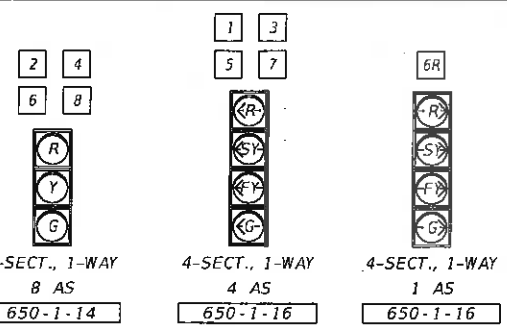
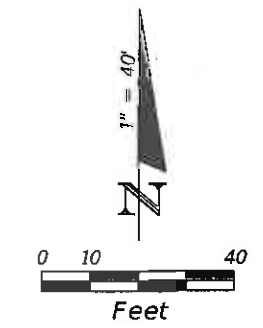
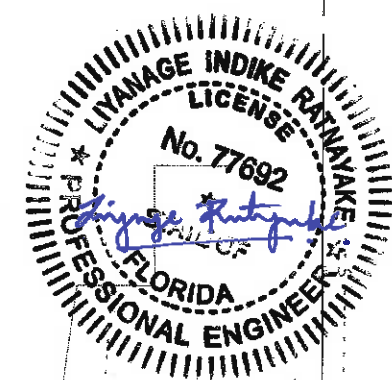


- NOTES:
1. THE SIGN PANELS THAT ARE PROPOSED TO BE REMOVED SHALL BE RETURNED TO MANATEE COUNTY TRAFFIC OPERATIONS. CONTACT MIKE CHESLEY AT (941) 708-7510, EXT. 7261.
 2. THE ORNAMENTAL SIGN SUPPORTS THAT ARE PROPOSED TO BE REMOVED SHALL BE RETURNED TO LAKEWOOD RANCH. CONTACT BOB SIMONS AT BOB.SIMONS@LAKEWOODRANCH.COM AND MIKE BLACKRICK AT MIKE.BLACKRICK@LAKEWOODRANCH.COM.
 3. CONTRACTOR SHALL COORDINATE PAVEMENT MARKING AND SIGNAGE WORK WITH SCHEDULING OF SIGNAL ACTIVATION. THE SIGNAL SHALL NOT BE FULLY ACTIVATED UNTIL ALL PROPOSED STOP BAR, CROSS WALK, RAMP, AND PAVEMENT REMOVAL WORK IS COMPLETE. THE EXISTING STOP SIGNS SHALL BE REMOVED UPON FULL SIGNAL ACTIVATION.

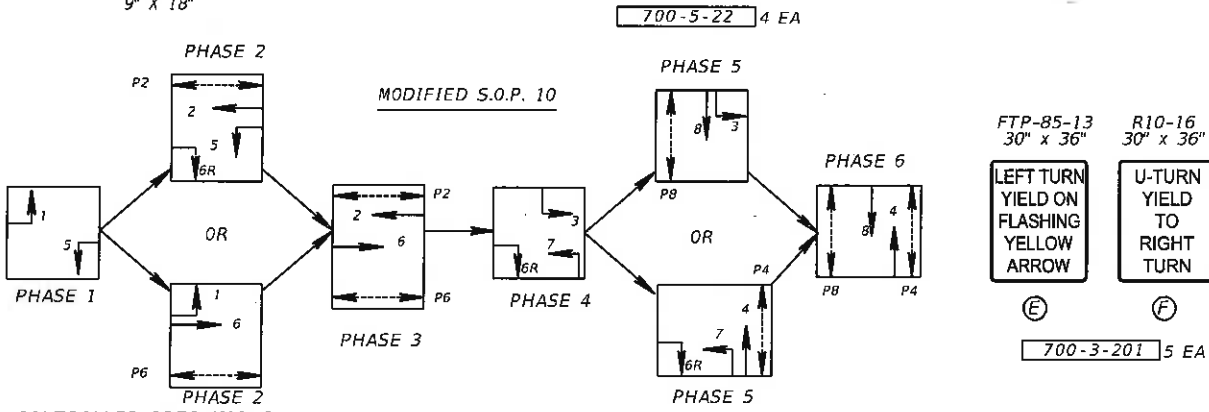
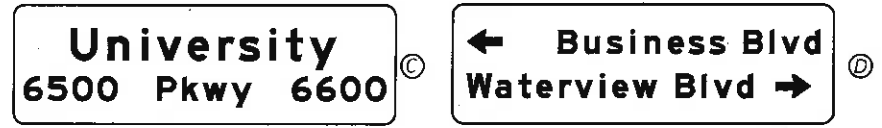
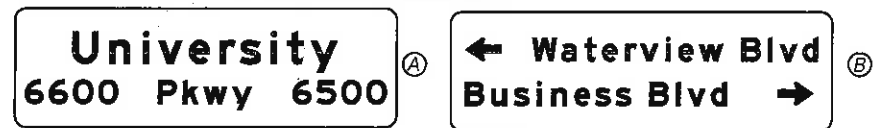
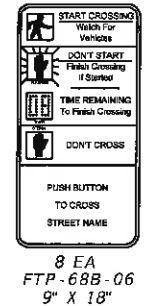
REMOVAL ITEMS:
711-17 1150 SF



SCALE: AS NOTED		HDR Engineering, Inc 2601 Cattlemen Road Suite 400 Sarasota, FL 34232-8233 FBPR Certificate of Authorization No 4213	DATE 2/13/2015	MANATEE COUNTY PUBLIC WORKS	DESIGN ENGINEER LIYANAGE I RATNAYAKE	SHEET NO. T-11
DESIGNED BY: LIR			PROJECT NO 6086260		FL. LICENSE NO. 77692	
DRAWN BY: [Signature]						
CHECKED BY: BB						
REVISIONS		DATE	BY			



USE LOUVERED ALUMINUM SIGNAL HEAD BACK PLATES WITH A 2" YELLOW REFLECTORIZED (TYPE III REFLECTIVITY) OUTER EDGE BORDER.



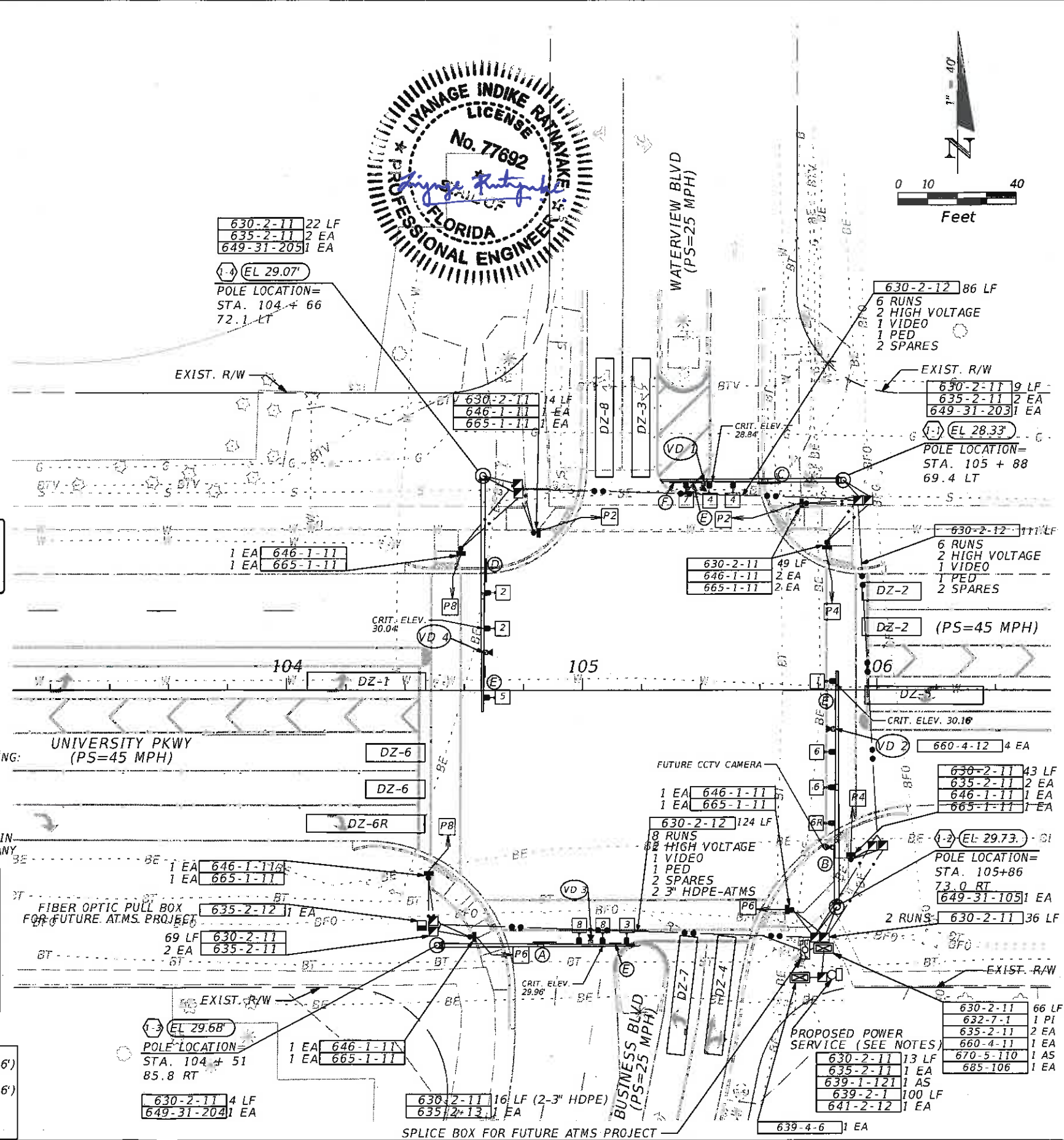
- CONTROLLER OPERATIONS:**
1. MAJOR STREET IS UNIVERSITY PARKWAY (MOVEMENTS 2 AND 6) AND MINOR STREET IS WATERVIEW BOULEVARD/BUSINESS BOULEVARD (MOVEMENTS 4 AND 8).
 2. WHILE IN FLASH MODE, MOVEMENTS 2 & 6 SHALL FLASH YELLOW. ALL OTHER MOVEMENTS SHALL FLASH RED.
 3. CONTROLLER CABINET SHALL BE WIRED AND OPERATED WITH MODIFIED S.O.P. 10. AS SHOWN WITH THE FOLLOWING: CONCURRENT/ACTUATED PEDESTRIANS FOR MOVEMENT 2 (P2), 4 (P4) 6 (P6), AND 8 (P8).
- SIGNALIZATION NOTES:**
1. POWER SERVICE METER BASE AND DISCONNECT SHALL BE INSTALLED ON THE CONCRETE SERVICE POLE AS SHOWN ON THE PLANS AND PER INDEX NUMBERS 17504 AND 17736.
 2. FLORIDA POWER AND LIGHT (FPL) TRANSFORMER FOR POWER SERVICE TO BE PLACED IN SOUTHEAST QUADRANT IN THE EXISTING FPL EASEMENT. THE CONTRACTOR SHALL COORDINATE WITH MANATEE COUNTY AND POWER COMPANY REGARDING THE EXACT LOCATION AND TIMING OF INSTALLATION.

CONTROLLER TIMINGS									
TIMING FUNCTION		1	2	3	4	5	6	7	8
TIMING FUNCTION	MOVEMENT NUMBER	1	2	3	4	5	6	7	8
	MINIMUM GREEN	10	20	10	10	10	20	10	10
	EXTENSION	3	3	3	3	3	3	3	3
	MAXIMUM GREEN 1	20	43	20	33	20	43	20	33
	MAXIMUM GREEN 2								
	YELLOW CLEARANCE	4.4	5.3	3.4	4.2	4.4	5.3	3.4	4.2
ALL RED	4.2	2	4	2.4	4.2	2	4	2.7	
PEDESTRIAN WALK		7		7		7		7	
PED. CLEARANCE		20		26		26		29	
RECALL		MIN				MIN			

VIDEO VEHICLE DETECTION ASSIGNMENTS.		
VIDEO DETECTION	DETECTION ZONE	DELAY TIME (SECS.)
VD 1	DZ-7, DZ-4	
VD 2	DZ-1, DZ-6	
VD 2	DZ-6R	8
VD 3	DZ-8, DZ-3	
VD 4	DZ-2, DZ-5	

DELAY TIME IS INITIAL AND MAY REQUIRE FIELD ADJUSTING AS DIRECTED BY THE ENGINEER.

- LEGEND**
- DZ DETECTION ZONE (VIRTUAL LOOPS) (40' x 6') POSITIONED 2' BEYOND STOP BAR
 - DZ DETECTION ZONE (VIRTUAL LOOPS) (20' x 6') POSITIONED 2' BEYOND STOP BAR
 - VIDEO VEHICLE DETECTOR
 - FUTURE CCTV CAMERA



No.	REVISIONS	DATE	BY

SCALE AS NOTED

DESIGNED BY LIR

DRAWN BY EL

CHECKED BY BB

HDR Engineering, Inc.
2601 Cattlemen Road
Suite 400
Sarasota, FL 34232-6233
FBPR Certificate of Authorization No. 4213

DATE 2/13/2015

PROJECT NO. 6086260

MANATEE COUNTY PUBLIC WORKS

DESIGN ENGINEER LIYANAGE I. RATNAYAKE

FL. LICENSE NO. 77692

SIGNALIZATION PLAN

SHEET NO. T-12

UTILITY / AGENCY OWNERS

AT&T
 GREG JACOBSON
 GJ1529@ATT.COM
 6015 BENJAMIN ROAD, SUITE 306
 TAMPA, FLORIDA 33634
 (813) 342-0512

COMCAST CABLEVISION
 OF WEST FLORIDA
 GARY HILL
 GARY_HILL@CABLE.COMCAST.COM
 174 RICH STREET
 VENICE, FLORIDA 34292
 (941) 342-3586

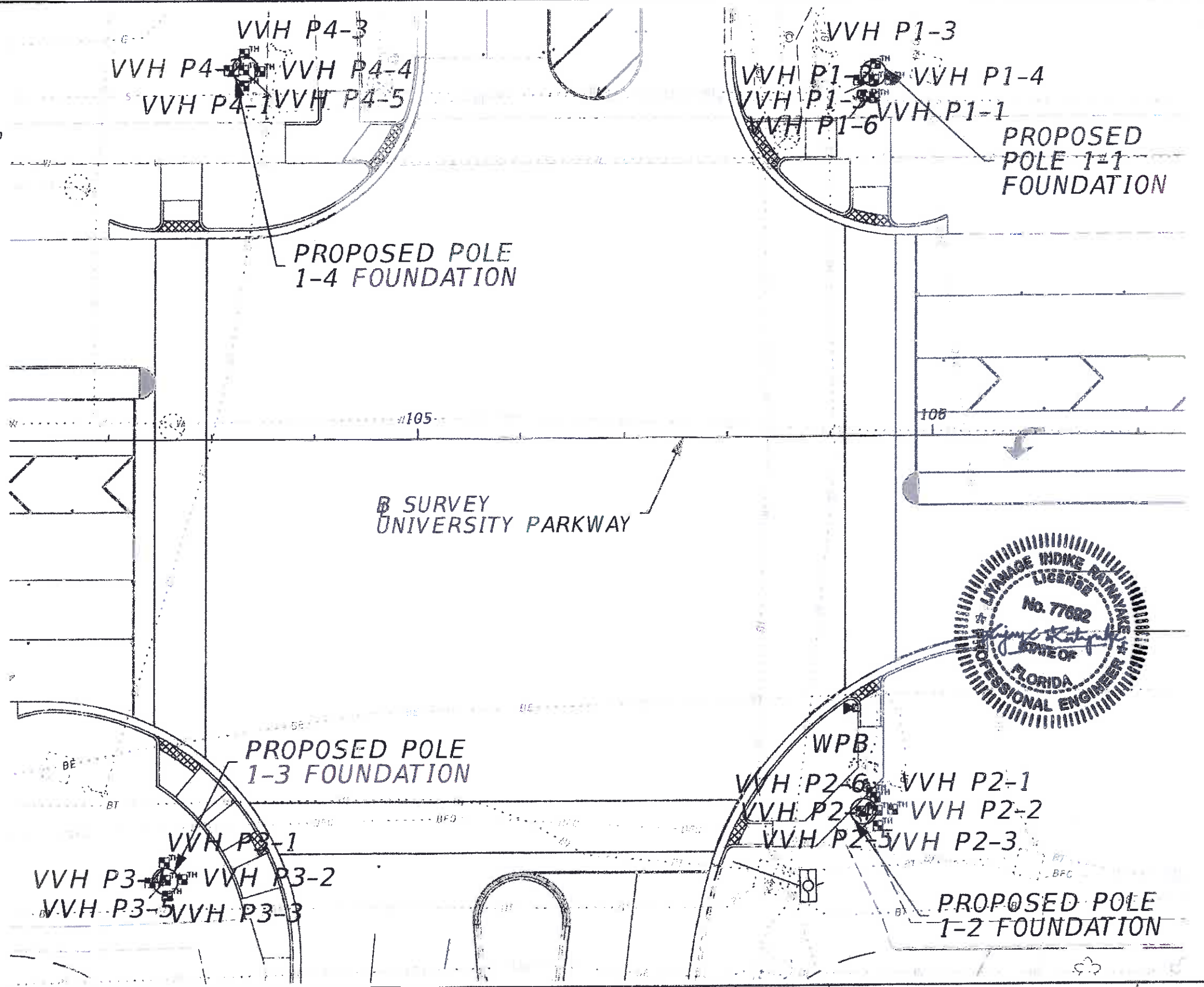
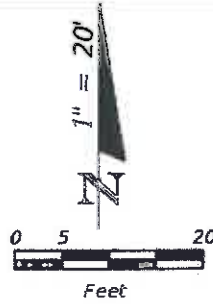
FLORIDA POWER & LIGHT
 DISTRIBUTION
 GREG COKER
 GREG.COKE@FPL.COM
 1253 12TH AVENUE EAST
 PALMETTO, FLORIDA 34221
 (941) 723-4430

VERIZON FLORIDA, INC.
 DENISE HUTTON
 DENISE.HUTTON@VERIZON.COM
 1701 RINGLING BOULEVARD
 SARASOTA, FLORIDA 34236
 (941) 906-6722

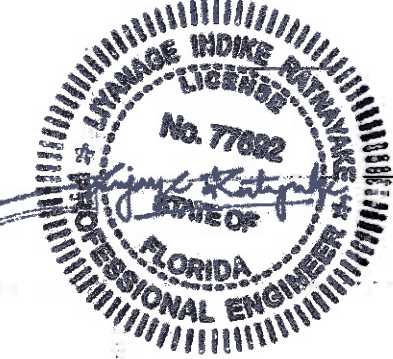
TECO PEOPLES GAS
 DANIEL SHANAHAN
 DJSHANAHAN@TECOENERGY.COM
 8261 VICO CT.
 SARASOTA, FLORIDA 34240
 (941) 342-4006

MANATEE COUNTY TRANSPORTATION
 JEFF STREITMATTER
 JEFF.STREITMATTER@MYMANATEE.ORG
 1022 26TH AVENUE EAST
 BRADENTON, FLORIDA 34208
 (941) 708-7450 EXT. 7335

MANATEE COUNTY UTILITY OPERATIONS
 KATHY McMAHON
 KATHY.McMAHON@MYMANATEE.ORG
 4422-C 66TH STREET WEST
 BRADENTON, FLORIDA 34210
 (941) 792-8811

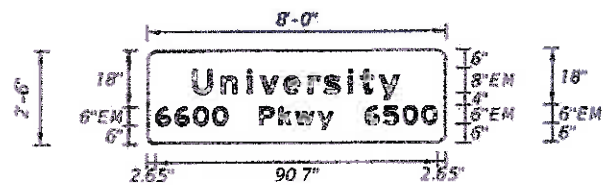


FOUNDATION TEST HOLE INFORMATION			
TEST HOLE NAME	STATION	OFFSET	DESCRIPTION
THA-P1-1	105+88.56	-65.83	LIMITS OF EXCAVATION
THA-P1-2	105+85.44	-69.3	LIMITS OF EXCAVATION
THA-P1-3	105+88.76	-72.43	LIMITS OF EXCAVATION
THA-P1-4	105+91.61	-69.27	LIMITS OF EXCAVATION
THA-P1-5	105+88.48	-69.32	CENTER OF EXCAVATION
THA-P1-6	105+86.76	-66.01	FOUND 8" PVC FM
THA-P2-1	105+88.70	70.31	LIMITS OF EXCAVATION
THA-P2-2	105+92.19	72.71	LIMITS OF EXCAVATION
THA-P2-3	105+89.27	75.89	LIMITS OF EXCAVATION
THA-P2-4	105+85.88	73.05	LIMITS OF EXCAVATION
THA-P2-5	105+89.14	72.9	FOUND 1" PVC BPWR
THA-P2-6	105+88.00	69.4	LIMITS OF EXCAVATION
THA-P3-1	104+50.98	82.16	LIMITS OF EXCAVATION
THA-P3-2	104+54.50	85.43	LIMITS OF EXCAVATION
THA-P3-3	104+51.60	88.64	LIMITS OF EXCAVATION
THA-P3-4	104+48.26	86.05	LIMITS OF EXCAVATION
THA-P3-5	104+51.23	85.6	CENTER OF EXCAVATION
THA-P4-1	104+66.01	-68.91	LIMITS OF EXCAVATION
THA-P4-2	104+63.07	-71.93	LIMITS OF EXCAVATION
THA-P4-3	104+66.04	-75.13	LIMITS OF EXCAVATION
THA-P4-4	104+69.06	-71.69	LIMITS OF EXCAVATION
THA-P4-5	104+65.90	-71.98	CENTER OF EXCAVATION



SCALE AS NOTED DESIGNED BY LIR DRAWN BY EL CHECKED BY BB		HDR Engineering, Inc. 2801 Cattlemen Road Suite 400 Sarasota, FL 34232-6233 FBPR Certificate of Authorization No. 4213	DATE 2/13/2015	MANATEE COUNTY PUBLIC WORKS	DESIGN ENGINEER LIYANAGE I. RATNAYAKE FL. LICENSE NO. 77692	SHEET NO. T-13
REVISIONS DATE BY			PROJECT NO. 6086260		UTILITY LOCATES	

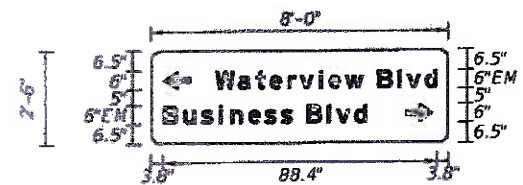
SIGN NAME A		QTY 1	SIGN NUMBER	STATION(S)
PANEL	BORDER	none		
WIDTH 8'-0"	WIDTH 0.5'			
HEIGHT 2'-6"	RADII 3"			
LEGEND White	COLOR White			
COLOR Green				
SYMBOL(S)	ANGLE	X	Y	WID HT
SIGN NUMBER	NUMBER OF POSTS	CLEARANCE (Feet of Sign)	COLUMN SIZE	AVERAGE LENGTH



NO. OF LIGHT FIXTURES	FIXTURE SPACING	PHOTOMETRIC CURVE	WATT	VOLTAGE

COPY	U	n	i	v	e	r	s	i	l	y	L						
SPACE	14.5	9.2	8.5	3.9	7.8	7.8	5	7.8	4	5.8	6.8	0.4	14.5	67			
COPY	6	6	0	0			P	k	w	y		6	5	0	0	L	
SPACE	2.7	6.1	6.1	6.2	5	10	6.3	5.2	7.2	5.1	10	6.1	6.1	6.2	5	2.7	90.7
COPY																	
SPACE																	
COPY																	
SPACE																	
COPY																	
SPACE																	
COPY																	
SPACE																	

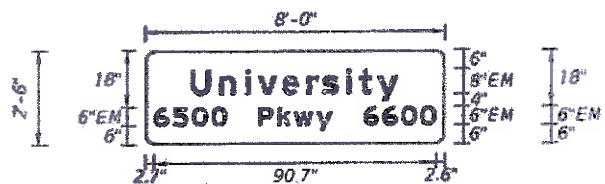
SIGN NAME B		QTY 1	SIGN NUMBER	STATION(S)
PANEL	BORDER	none		
WIDTH 8'-0"	WIDTH 0.5'			
HEIGHT 2'-6"	RADII 3"			
LEGEND White	COLOR White			
COLOR Green				
SYMBOL(S)	ANGLE	X	Y	WID HT
AR_Type D	90	3.8	17.5	6 9
AR_Type D	270	82.1	6.5	6 9
SIGN NUMBER	NUMBER OF POSTS	CLEARANCE (Feet of Sign)	COLUMN SIZE	AVERAGE LENGTH



NO. OF LIGHT FIXTURES	FIXTURE SPACING	PHOTOMETRIC CURVE	WATT	VOLTAGE

COPY	W	a	t	e	r	v	e	w	B	i	v	e	L				
SPACE	20.6	7.3	5.8	4.5	5.8	3.8	6.4	3.1	5.2	6.1	4.5	6.5	2.9	5.8	4	3.8	71.6
COPY	6	6	0	0			P	k	w	y		6	5	0	0	L	
SPACE	3.8	6.5	5.7	5.8	3.6	5.8	5.2	5.2	4	4.5	6.5	2.9	5.8	4	26.7	65.5	
COPY																	
SPACE																	
COPY																	
SPACE																	
COPY																	
SPACE																	
COPY																	
SPACE																	

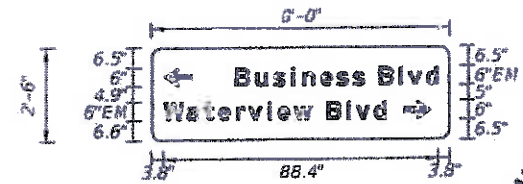
SIGN NAME C		QTY 1	SIGN NUMBER	STATION(S)
PANEL	BORDER	none		
WIDTH 8'-0"	WIDTH 0.5'			
HEIGHT 2'-6"	RADII 3"			
LEGEND White	COLOR White			
COLOR Green				
SYMBOL(S)	ANGLE	X	Y	WID HT
SIGN NUMBER	NUMBER OF POSTS	CLEARANCE (Feet of Sign)	COLUMN SIZE	AVERAGE LENGTH



NO. OF LIGHT FIXTURES	FIXTURE SPACING	PHOTOMETRIC CURVE	WATT	VOLTAGE

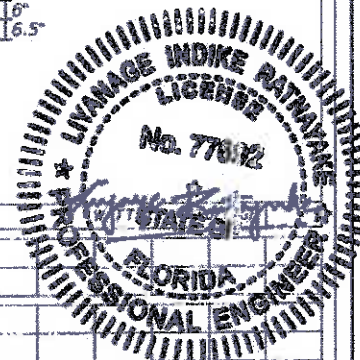
COPY	U	n	i	v	e	r	s	i	l	y	L						
SPACE	14.5	9.2	8.5	3.9	7.8	7.8	5	7.8	4	5.8	6.8	0.4	14.5	67			
COPY	6	5	0	0			P	k	w	y		6	6	0	0	L	
SPACE	2.7	6.1	6.1	6.2	5	10	6.3	5.2	7.2	5.1	10	6.1	6.1	6.2	5	2.7	90.7
COPY																	
SPACE																	
COPY																	
SPACE																	
COPY																	
SPACE																	
COPY																	
SPACE																	

SIGN NAME D		QTY 1	SIGN NUMBER	STATION(S)
PANEL	BORDER	none		
WIDTH 8'-0"	WIDTH 0.5'			
HEIGHT 2'-6"	RADII 3"			
LEGEND White	COLOR White			
COLOR Green				
SYMBOL(S)	ANGLE	X	Y	WID HT
AR_Type D	90	3.8	17.5	6 9
AR_Type D	270	81.1	6.5	6 9
SIGN NUMBER	NUMBER OF POSTS	CLEARANCE (Feet of Sign)	COLUMN SIZE	AVERAGE LENGTH



NO. OF LIGHT FIXTURES	FIXTURE SPACING	PHOTOMETRIC CURVE	WATT	VOLTAGE

COPY	B	u	s	i	n	e	s	s	B	i	v	e	L				
SPACE	26.7	6.5	5.7	5.8	3.6	5.8	5.2	5.2	4	4.5	6.5	2.9	5.8	4	3.8	65.5	
COPY	6	6	0	0			P	k	w	y		6	5	0	0	L	
SPACE	3.8	7.3	5.8	4.5	5.8	3.8	6.4	3.1	5.2	6.1	4.5	6.5	2.9	5.8	4	20.6	71.6
COPY																	
SPACE																	
COPY																	
SPACE																	
COPY																	
SPACE																	
COPY																	
SPACE																	

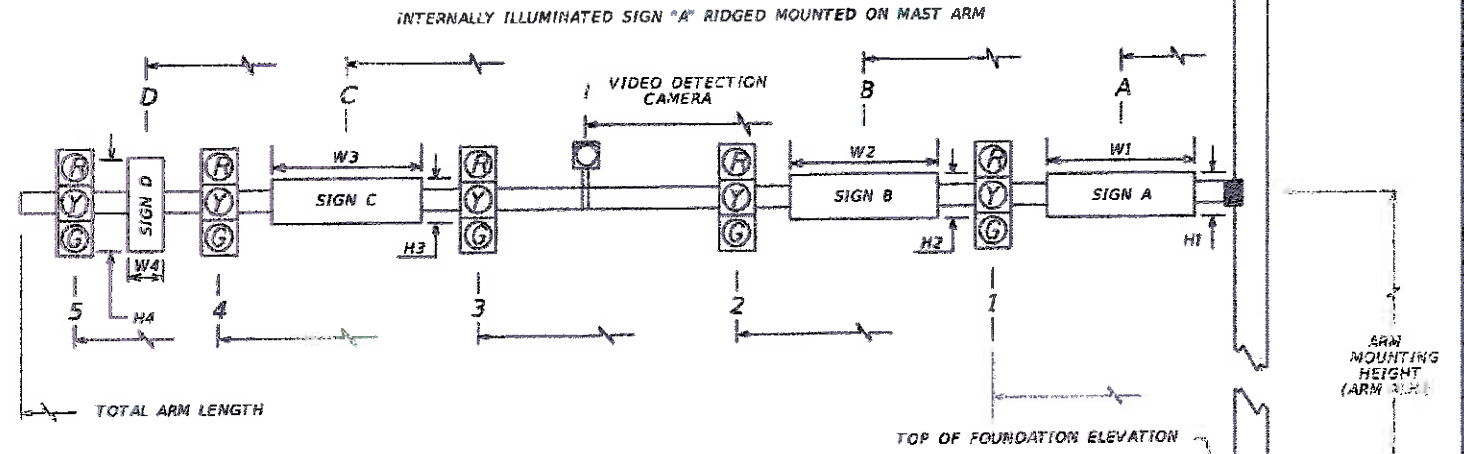
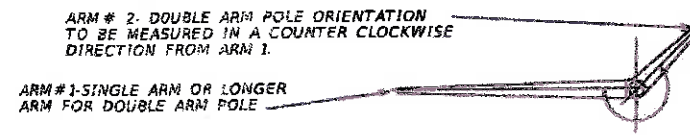
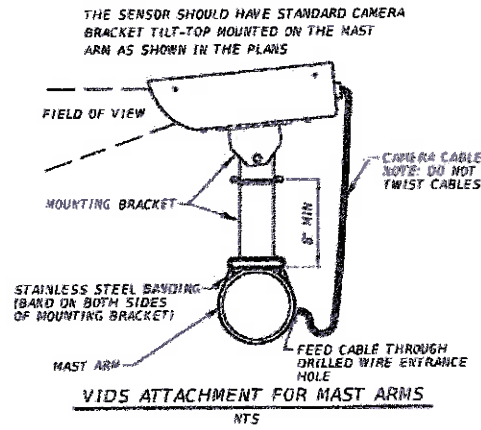


SCALE AS NOTED	DESIGNED BY LIR	DRAWN BY EL	CHECKED BY BB	HDR Engineering, Inc. 2801 Cattlemen Road Suite 400 Sarasota, FL 34232-6233 FBPR Certificate of Authorization No. 4213	DATE 2/13/2015	PROJECT NO. 6086260	MANATEE COUNTY PUBLIC WORKS	DESIGN ENGINEER LIVANAGE I. RATNAYAKE FL LICENSE NO. 77692	SHEET NO. T-14
GUIDE SIGN WORKSHEET									

SPECIAL NOTES:

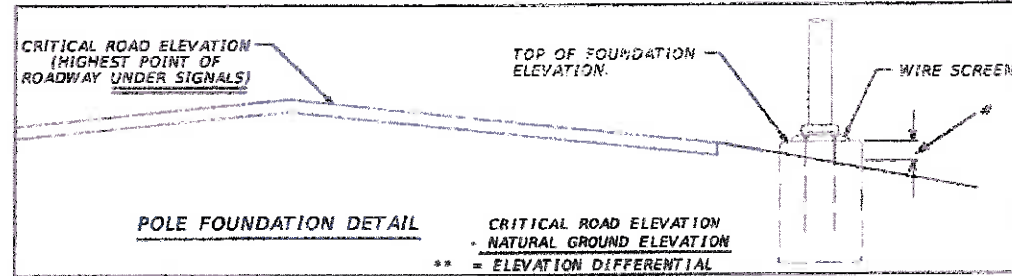
- A ANCHOR BOLT COVERS (ORNAMENTAL, NON-ORNAMENTAL, AND/OR PAINTED) SHALL BE GALVANIZED STEEL OR CAST ALUMINUM AND SHALL BE SECURED BY A MINIMUM OF TWO (2) THREADED FASTENERS. THE BOLT COVERS SHALL BE OF SUFFICIENT SIZE SO THAT THERE IS NO GAP BETWEEN ITSELF AND THE POLE SHAFT.
- B IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO FIELD VERIFY ALL ELEVATIONS LISTED HEREIN
- C MAST ARMS SHALL BE GALVANIZED, NON-PAINTED
- D VIDEO 1 ON MAST ARM 1-2 FOR THE FUTURE CONDITION IS A CCTV TO BE INSTALLED AT A LATER DATE. CCTV IS A PRESSURIZED DOME TYPE CCTV IT IS SHOWN HERE FOR STRUCTURAL ANALYSIS PURPOSES ONLY. ANALYSIS ASSUMES CCTV CAMERA IS A BOSCH VGS-835-ECEV OUTDOOR 20X AUTODOME 800 SERIES HD CAMERA WITH I.V.A. CLEAR BUBBLE, 50/50 HZ
- E THE ELEVATIONS SHOWN ON THE PLAN SHEET REPRESENT THE NATURAL GROUND ELEVATION AT THE PROPOSED FOUNDATION. THE TOP OF FOUNDATION ELEVATION SHOULD BE CALCULATED BY ADDING THE FOUNDATION OUT OF GROUND (#) DISTANCE SHOWN BELOW.

VIDEO DETECTION MOUNTING NOTES



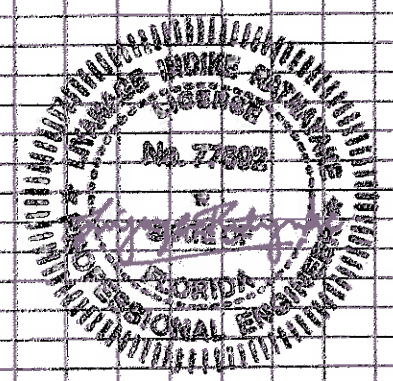
NOTE

IN SIGN DATA TABLE, SIGN DESIGNATION (A, B, C, D, E) IS FOR POSITION REFERENCE ONLY. PLAN SHEETS AND SIGN DETAILS SHOULD BE REFERENCED FOR THE EXACT SIGNS TO BE INSTALLED ON MAST ARMS.



* DENOTES NUMBER OF SECTIONS IN SIGNAL HEAD ASSEMBLY

STRUCT. ID NO.	POLE ID NO.	SHEET NO.	LOCATION BY STA.	CRITICAL ROAD ELEV.	# FOUNDATION OUT OF GROUND	** ELEVATION DIFFERENTIAL	ROAD ARM NO.	SIGNAL V/N	BACK PLATES Y/N	RED. SIGNAL Y/N	SIGNAL DATA																TOTAL ARM LENGTH	ARM M. H.	ANGLE BETWEEN DUAL ARMS 90/270	SIGN DATA															VIDEO DISTANCE FROM POLE																			
											DISTANCE FROM POLE																			DISTANCE FROM POLE / HEIGHT AND WIDTH OF SIGN															1	2																		
											1	*	2	*	3	*	4	*	5	*	6	*	7	*	8	*				A	H1	W1	B	H2	W2	C	H3	W3	D	H4	W4	E	H5	W5																				
---	1-1	T-12	105 + 88	28.84	0.5	0.51		V	Y	N	36	3	44	3	52	4																							60	21		24	2.5	8	48	3	2.5	55	3	2.5												46		
---	1-2	T-12	105 + 86	30.16	0.0	0.43		V	Y	N	27	4	39	3	51	3	75	4																					78	21.5		15.5	2.5	8	67	3	2.5															59		
---	1-3	T-12	104 + 51	29.96	0.5	0.28		V	Y	N	46	3	54	3	64	4																							66	21		35	2.5	8	60	3	2.5																52	
---	1-4	T-12	104 + 66	30.04	0.5	0.97		V	Y	N	38	3	50	3	75	4																							78	21.5		30	2.5	8	68	3	2.5																58	
												FUTURE CONDITION																																																				
---	1-1	T-11	105 + 88	28.84	0.5	0.51		V	Y	N	36	3	44	3	52	3																							60	21		24	2.5	8	55	3	2.5																46	
---	1-2	T-11	105 + 86	30.16	0.0	0.43		V	Y	N	27	4	39	3	51	3	75	3																					78	21.5		15.5	2.5	8																				22
---	1-3	T-11	104 + 51	29.96	0.5	0.28		V	Y	N	46	3	54	3	64	3																							66	21		35	2.5	8																				52
---	1-4	T-11	104 + 66	30.04	0.5	0.97		V	Y	N	38	3	50	3	75	3																							78	21.5		30	2.5	8																				58



SCALE: AS NOTED DESIGNED BY: LIR DRAWN BY: EL CHECKED BY: EB	HDR Engineering, Inc. 2801 Cattlemen Road Suite 400 Sarasota, FL 34232-6233 FBPR Certificate of Authorization No. 4213	DATE: 2/13/2015	MANATEE COUNTY PUBLIC WORKS	DESIGN ENGINEER: LIYANAGE I. RATHAYAKE FL LICENSE NO. 77802	MAST ARM TABULATION	SHEET NO. T-15	
		PROJECT NO: 6086260		FL LICENSE NO. 77802			
No.	REVISIONS	DATE	BY				2:28:38 PM

STANDARD MAST ARM ASSEMBLIES DATA TABLE																			Table Date 01-01-12	
POLE NUMBERS	STRUCTURE ID NUMBERS	ASSEMBLY NUMBERS ⁽¹⁾	FIRST ARM			SECOND ARM			UF (deg)	LL (deg)	POLE				SPECIAL DRILLED SHAFT ⁽⁴⁾					
			ARM TYPE	FAA ⁽²⁾ (ft.)	FBA ⁽²⁾ (in.)	ARM TYPE	FAA ⁽²⁾ (ft.)	FBA ⁽²⁾ (in.)			POLE TYPE	UAA ⁽³⁾ (ft.)	UB (ft.)	UCA ⁽³⁾ (in.)	DA (ft.)	DB (ft.)	RA	RB	RC	RD (in.)
1-1	--	E6-T4	E6	27.6	8.13	--	--	--	--	--	T4	24	21	18.67	26.5	4.5	11	16	15	8
1-2	--	D7-S6	D7	--	--	--	--	--	--	--	S6	24.5	21.5	21.60	24.0	5.0	11	18	15	8
1-3	--	E7-T6	E7	28.0	9.15	--	--	--	--	--	T6	24	21	18.67	28.5	4.5	11	16	24	8
1-4	--	E7-T6	E7	--	--	--	--	--	--	--	T6	24.5	21.5	18.60	20.5	4.5	11	16	17	8

GENERAL NOTES:

1. Work this sheet with the Signal Designer's "Mast Arm Tabulation". See "Mast Arm Tabulation" for special instructions that include non-standard Handhole location, paint color, terminal compartment requirement, and pedestrian features.
2. Work with Index Nos. 17743 and 17745.

TABLE NOTES:

1. Assembly Number Legend

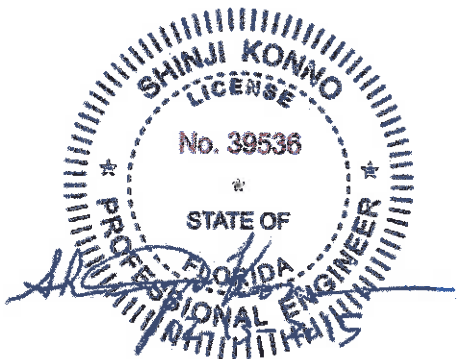
Single Arm:
 Arm Type - Pole Type = D# - S#
 = E# - T#

Double Arm:
 First Arm Type - Second Arm Type - Pole Type = D# - D# - S#
 = E# - E# - T#

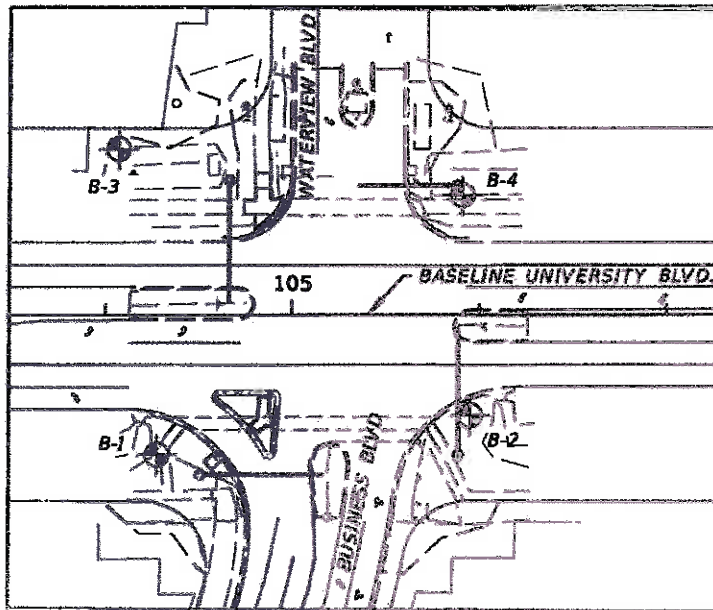
2. If an entry appears in columns "FAA" and "FBA", a shorter arm is required. This is obtained by removing length from the arm tip. For these cases the mast arm length shall be shortened from "FA" to "FAA" and the tip diameter shall be increased from "FB" to "FBA".
3. If an entry appears in columns "UAA" and "UCA", a shorter pole is required. This is obtained by removing length from the pole tip. For these cases the pole height shall be shortened from "UA" to "UAA" and the pole tip diameter shall be increased from "UC" to "UCA".
4. Design based on borings taken June 19, 2014 and June 30, 2014 and sealed by Kenneth L. Symonds, Jr., P.E. of Tierra, Inc.

5. Assumptions and Values used in design:

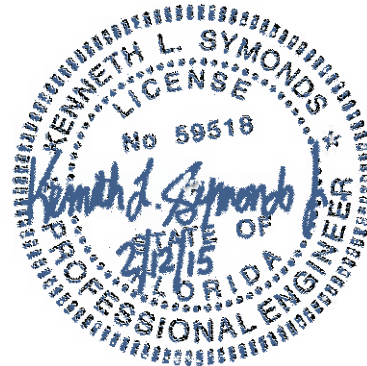
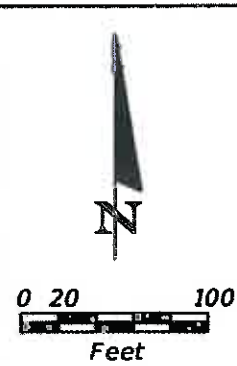
- Pole 1-1
 Soil Type = Cohesionless (Fine Sand)
 Soil Layer Thickness = 33.5 feet
 Soil Friction Angle = 28°
 Soil Weight = 37.6 pcf (assumed saturated)
- Pole 1-2
 Soil Type = Cohesionless (Fine Sand)
 Soil Layer Thickness = 33.5 feet
 Soil Friction Angle = 26°
 Soil Weight = 42.6 pcf (assumed saturated)
- Pole 1-3
 Soil Type = Cohesionless (Fine Sand)
 Soil Layer Thickness = 38.5 feet
 Soil Friction Angle = 26°
 Soil Weight = 37.6 pcf (assumed saturated)
- Pole 1-4
 Soil Type = Cohesionless (Fine Sand)
 Soil Layer Thickness = 23.5 feet
 Soil Friction Angle = 29°
 Soil Weight = 42.6 pcf (assumed saturated)



SCALE: NTS		HDR Engineering, Inc. 2601 Cattlemen Road Suite 400 Sarasota, FL 34232-8233 FBPR Certificate of Authorization No. 4213	DATE: 2/13/15	MANATEE COUNTY PUBLIC WORKS	DESIGN ENGINEER: SHINJI KONNO	STANDARD MAST ARM ASSEMBLIES DATA TABLE	SHEET NO. T-16
DESIGNED BY: RCH			PROJECT NO. 6086260		FL. LICENSE NO. 39536		
CHECKED BY: ANZ							
REVISIONS							



BORING LOCATION PLAN



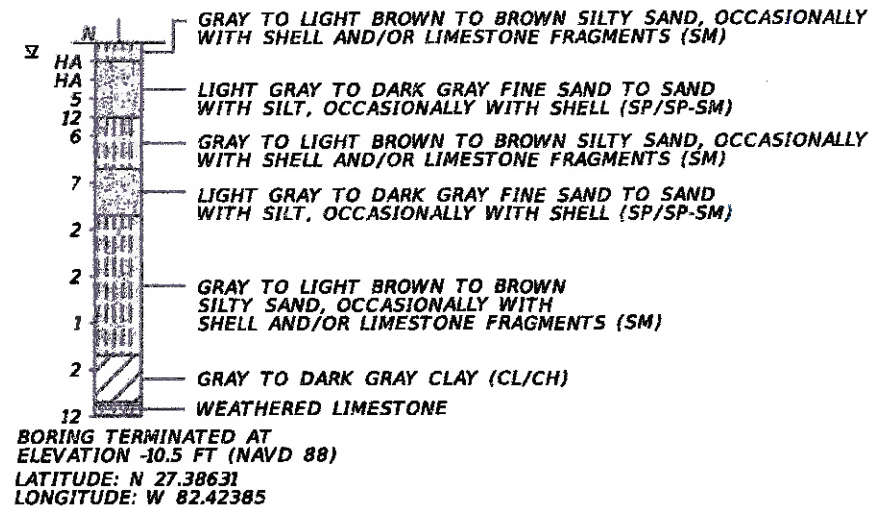
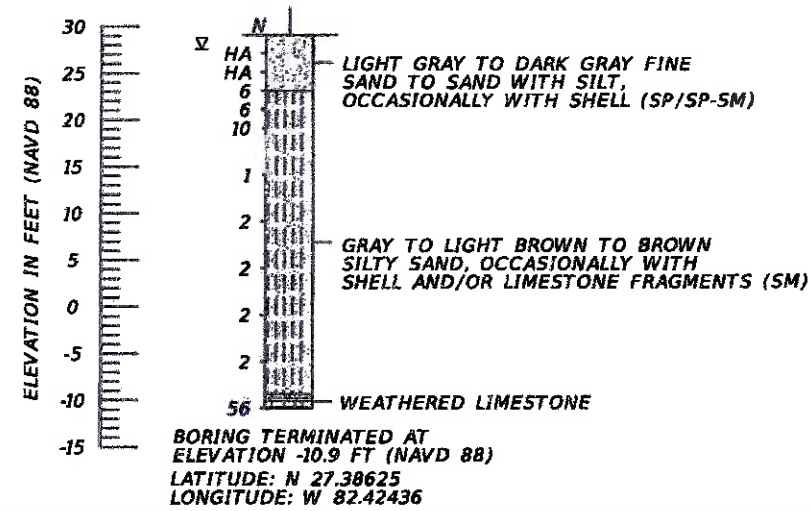
NOTES:

1. BASED ON A REVIEW OF THE "POTENTIOMETRIC SURFACE OF THE UPPER FLORIDAN AQUIFER, WEST-CENTRAL FLORIDA" DATED SEPTEMBER 2010 PUBLISHED BY THE USGS, THE POTENTIOMETRIC SURFACE ELEVATION OF THE UPPER FLORIDAN AQUIFER AT THE PROJECT SITE IS APPROXIMATELY +20 FEET, NGVD. ALTHOUGH THE BORINGS PERFORMED DID NOT ENCOUNTER ARTESIAN CONDITIONS, THE CONTRACTOR'S TOOLS AND DEWATERING EQUIPMENT SHOULD BE PREPARED TO HANDLE A POTENTIOMETRIC LEVEL OF UP TO +20 FEET, NGVD, AT NO ADDITIONAL COST TO THE OWNER.

- STATION, OFFSET, AND GROUND SURFACE ELEVATIONS WERE ESTIMATED USING THE MICROSTATION DESIGN FILES PROVIDED BY HDR IN CONJUNCTION WITH GPS COORDINATES RECORDED AT THE BORING LOCATIONS IN THE FIELD BY TIERRA, INC. AND SHOULD THEREFORE BE CONSIDERED APPROXIMATE.
- WEATHERED LIMESTONE AND/OR ROCK WAS ENCOUNTERED IN THE BORINGS PERFORMED FOR THE STUDY. LIMESTONE CAN BE VERY HARD AND DIFFICULT TO EXCAVATE. THE CONTRACTOR SHOULD BE PREPARED FOR DIFFICULT DRILLING CONDITIONS TO EXCAVATE INTO AND/OR THROUGH THE LIMESTONE MATERIAL. SPECIALIZED EQUIPMENT AND NON-CONVENTIONAL CONSTRUCTION METHODS MAY BE REQUIRED TO PENETRATE THE LIMESTONE MATERIAL.
- TEMPORARY CASING METHODS FOR SHAFT INSTALLATION SHOULD BE ANTICIPATED IN ORDER TO PREVENT THE COLLAPSE OF THE IN-SITU SOILS AND/OR GROUNDWATER INTRUSION DURING THE SHAFT EXCAVATION.

BOR # B-1
 STA. 104+28
 REF. B/L UNIVERSITY
 OFF. 75' RT.
 ELEV. 29.1
 DATE 6/19/2014
 DRILLER D. STAKELIN
 HAMMER AUTOMATIC
 RIG CME-55

BOR # B-2
 STA. 105+95
 REF. B/L UNIVERSITY
 OFF. 54' RT.
 ELEV. 29.5
 DATE 6/19/2014
 DRILLER D. STAKELIN
 HAMMER AUTOMATIC
 RIG CME-55



LEGEND

- [Pattern] LIGHT GRAY TO DARK GRAY FINE SAND TO SAND WITH SILT, OCCASIONALLY WITH SHELL (SP/SP-SM)
- [Pattern] GRAY TO LIGHT BROWN TO BROWN SILTY SAND, OCCASIONALLY WITH SHELL AND/OR LIMESTONE FRAGMENTS (SM)
- [Pattern] GRAY TO DARK GRAY CLAY (CL/CH)
- [Pattern] WEATHERED LIMESTONE
- SP UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D 2487) GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW.
- N NUMBERS TO THE LEFT OF BORINGS INDICATE SPT VALUE FOR 12 INCHES OF PENETRATION (UNLESS OTHERWISE NOTED).
- 50/4 NUMBER OF BLOWS FOR 4 INCHES OF PENETRATION
- HA HAND AUGERED TO VERIFY UTILITY CLEARANCE
- NAVD 88 NORTH AMERICAN VERTICAL DATUM OF 1988
- [Symbol] APPROXIMATE SPT BORING LOCATION
- [Symbol] GROUNDWATER LEVEL ENCOUNTERED DURING FIELD EXPLORATIONS
- B/L UNIVERSITY BASELINE SURVEY OF UNIVERSITY BLVD.

RECOMMENDED SOIL PARAMETERS

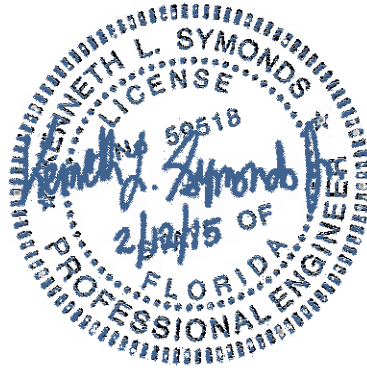
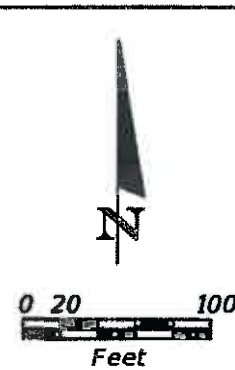
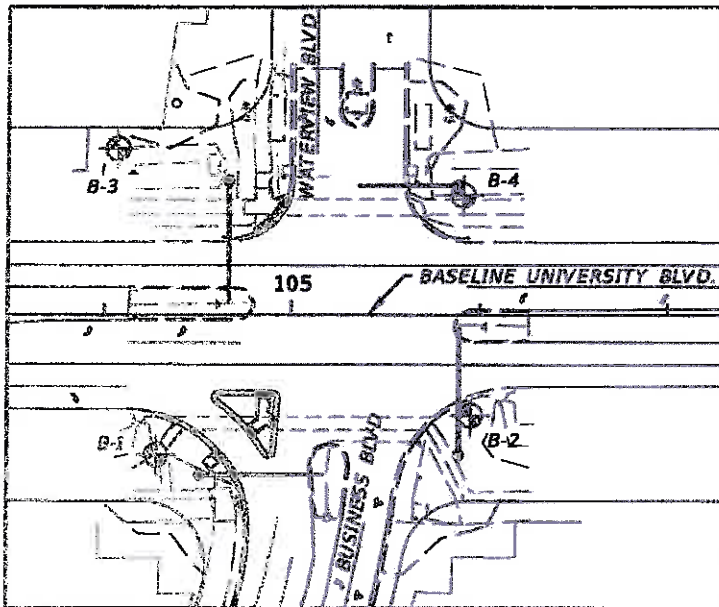
BORING NUMBER	DEPTH (FT)	N	SOIL CLASSIFICATION	SOIL UNIT WEIGHT (PCF)		SOIL ANGLE OF FRICTION (DEGREES)	COHESION/ULTIMATE SHEAR STRENGTH (PSF)	EARTH PRESSURE COEFFICIENT	
				γ SAT	γ SUB			ACTIVE (Ka)	PASSIVE (Kp)
B-1	0 to 13.5	HA to 10	SP/SP-SM	105	42.6	29	0	0.347	2.88
	13.5 to 38.5	1 to 2	SM	100	37.6	26	0	0.391	2.56
	38.5 to 40	56	LIMESTONE	135	72.6	0	15000*	1.000	1.00
B-2	0 to 6	HA to 5	SP/SP-SM/SM	105	42.6	29	0	0.347	2.88
	6 to 8	12	SM	110	47.6	30	0	0.333	3.00
	8 to 18.5	6 to 7	SP/SP-SM/SM	105	42.6	29	0	0.347	2.88
	18.5 to 33.5	1 to 2	SM	100	37.6	26	0	0.391	2.56
	33.5 to 38.5	2	CL/CH	105	42.6	0	250	1.000	1.00
	38.5 to 40	12	LIMESTONE	135	72.6	0	4000*	1.000	1.00

*ULTIMATE SHEAR STRENGTH

ENVIRONMENTAL CLASSIFICATION:
 SUBSTRUCTURE CONCRETE: EXTREMELY AGGRESSIVE (ASSUMED)
 SUBSTRUCTURE STEEL: EXTREMELY AGGRESSIVE (ASSUMED)

	SAFETY HAMMER	AUTOMATIC HAMMER
GRANULAR MATERIALS-RELATIVE DENSITY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY LOOSE	LESS THAN 4	LESS THAN 3
LOOSE	4 to 10	3 to 8
MEDIUM DENSE	10 to 30	8 to 24
DENSE	30 to 50	24 to 40
VERY DENSE	GREATER THAN 50	GREATER THAN 40
SILTS AND CLAYS CONSISTENCY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY SOFT	LESS THAN 2	LESS THAN 1
SOFT	2 to 4	1 to 3
FIRM	4 to 8	3 to 6
STIFF	8 to 15	6 to 12
VERY STIFF	15 to 30	12 to 24
HARD	GREATER THAN 30	GREATER THAN 24

SCALE: AS NOTED	DESIGNED BY: TM	DRIVEN BY: BJS	CHECKED BY: XLS	KENNETH L. SYMONDS, JR., P.E. P.E. LICENSE NUMBER 59518 TIERRA, INC. 7351 TEMPLE TERRACE HIGHWAY TAMPA, FLORIDA 33637 CERTIFICATE OF AUTHORIZATION 6486	DATE: 07/2/2014	PROJECT NO.: 6086260	DESIGN ENGINEER: KENNETH L. SYMONDS, JR., P.E. FL. LICENSE NO.: 59518	MANATEE COUNTY PUBLIC WORKS	REPORT OF CORE BORINGS (1)	SHEET NO.: GT-1
-----------------	-----------------	----------------	-----------------	--	-----------------	----------------------	--	-----------------------------	----------------------------	-----------------



LEGEND

- LIGHT GRAY TO DARK GRAY FINE SAND TO SAND WITH SILT, OCCASIONALLY WITH SHELL (SP/SP-SM)
- GRAY TO LIGHT BROWN TO BROWN SILTY SAND, OCCASIONALLY WITH SHELL AND/OR LIMESTONE FRAGMENTS (SM)
- GRAY TO DARK GRAY CLAY (CL/CH)
- WEATHERED LIMESTONE
- SP UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D 2487) GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW.
- N NUMBERS TO THE LEFT OF BORINGS INDICATE SPT VALUE FOR 12 INCHES OF PENETRATION (UNLESS OTHERWISE NOTED).
- 50/4 NUMBER OF BLOWS FOR 4 INCHES OF PENETRATION
- HA HAND AUGERED TO VERIFY UTILITY CLEARANCE
- NAVD 88 NORTH AMERICAN VERTICAL DATUM OF 1988
- APPROXIMATE SPT BORING LOCATION
- GROUNDWATER LEVEL ENCOUNTERED DURING FIELD EXPLORATIONS

NOTES:

1. BASED ON A REVIEW OF THE "POTENTIOMETRIC SURFACE OF THE UPPER FLORIDAN AQUIFER, WEST-CENTRAL FLORIDA" DATED SEPTEMBER 2010 PUBLISHED BY THE USGS, THE POTENTIOMETRIC SURFACE ELEVATION OF THE UPPER FLORIDAN AQUIFER AT THE PROJECT SITE IS APPROXIMATELY +20 FEET, NGVD. ALTHOUGH THE BORINGS PERFORMED DID NOT ENCOUNTER ARTESIAN CONDITIONS, THE CONTRACTOR'S TOOLS AND DEWATERING EQUIPMENT SHOULD BE PREPARED TO HANDLE A POTENTIOMETRIC LEVEL OF UP TO +20 FEET, NGVD, AT NO ADDITIONAL COST TO THE OWNER.

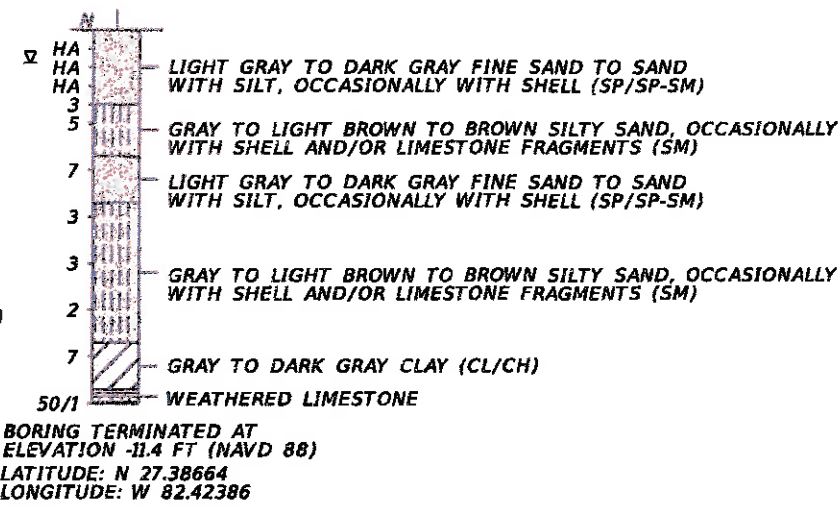
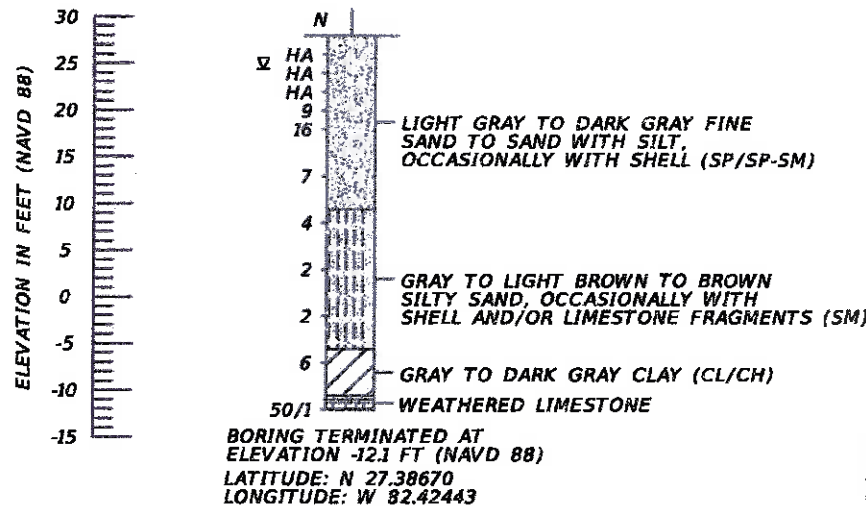
2. STATION, OFFSET, AND GROUND SURFACE ELEVATIONS WERE ESTIMATED USING THE MICROSTATION DESIGN FILES PROVIDED BY HDR IN CONJUNCTION WITH GPS COORDINATES RECORDED AT THE BORING LOCATIONS IN THE FIELD BY TIERRA, INC. AND SHOULD THEREFORE BE CONSIDERED APPROXIMATE.
3. WEATHERED LIMESTONE AND/OR ROCK WAS ENCOUNTERED IN THE BORINGS PERFORMED FOR THE STUDY. LIMESTONE CAN BE VERY HARD AND DIFFICULT TO EXCAVATE. THE CONTRACTOR SHOULD BE PREPARED FOR DIFFICULT DRILLING CONDITIONS TO EXCAVATE INTO AND/OR THROUGH THE LIMESTONE MATERIAL. SPECIALIZED EQUIPMENT AND NON-CONVENTIONAL CONSTRUCTION METHODS MAY BE REQUIRED TO PENETRATE THE LIMESTONE MATERIAL.
4. TEMPORARY CASING METHODS FOR SHAFT INSTALLATION SHOULD BE ANTICIPATED IN ORDER TO PREVENT THE COLLAPSE OF THE IN-SITU SOILS AND/OR GROUNDWATER INTRUSION DURING THE SHAFT EXCAVATION.

BORING NUMBER	DEPTH (FT)	N	SOIL CLASSIFICATION	SOIL UNIT WEIGHT (PCF)		SOIL ANGLE OF FRICTION (DEGREES)	COHESION/ ULTIMATE SHEAR STRENGTH (PSF)	EARTH PRESSURE COEFFICIENT	
				γ SAT	γ SUB			ACTIVE (Ka)	PASSIVE (Kp)
B-3	0 to 8	HA to 9	SP/SP-SM	105	42.6	29	0	0.347	2.88
	8 to 13.5	16	SP/SP-SM	110	47.6	30	0	0.333	3.00
	13.5 to 23.5	4 to 7	SP/SP-SM/SM	105	42.6	29	0	0.347	2.88
	23.5 to 33.5	2	SM	100	37.6	26	0	0.391	2.56
	33.5 to 38.5	6	CL/CH	115	52.6	0	750	1.000	1.00
	38.5 to 40	100	LIMESTONE	135	72.6	0	15000*	1.000	1.00
B-4	0 to 8	HA to 3	SP/SP-SM	100	37.6	28	0	0.361	2.77
	8 to 18.5	5 to 7	SP/SP-SM/SM	105	42.6	29	0	0.347	2.88
	18.5 to 33.5	2 to 3	SP/SP-SM/SM	100	37.6	28	0	0.361	2.77
	33.5 to 38.5	7	CL/CH	115	52.6	0	900	1.000	1.00
	38.5 to 40	100	LIMESTONE	135	72.6	0	15000*	1.000	1.00
	*ULTIMATE SHEAR STRENGTH								

BOR # B-3
 STA. 104+07
 REF. B/L UNIVERSITY
 OFF. 89' LT.
 ELEV. 27.9
 DATE 6/30/2014
 DRILLER D. JERNIGAN
 HAMMER AUTOMATIC
 RIG D-25

BOR # B-4
 STA. 105+91
 REF. B/L UNIVERSITY
 OFF. 64' LT.
 ELEV. 28.6
 DATE 6/30/2014
 DRILLER D. JERNIGAN
 HAMMER AUTOMATIC
 RIG D-25

ENVIRONMENTAL CLASSIFICATION:
 SUBSTRUCTURE CONCRETE: EXTREMELY AGGRESSIVE (ASSUMED)
 SUBSTRUCTURE STEEL: EXTREMELY AGGRESSIVE (ASSUMED)



GRANULAR MATERIALS- RELATIVE DENSITY	SAFETY HAMMER	AUTOMATIC HAMMER
	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY LOOSE	LESS THAN 4	LESS THAN 3
LOOSE	4 to 10	3 to 8
MEDIUM DENSE	10 to 30	8 to 24
DENSE	30 to 50	24 to 40
VERY DENSE	GREATER THAN 50	GREATER THAN 40
SILTS AND CLAYS CONSISTENCY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY SOFT	LESS THAN 2	LESS THAN 1
SOFT	2 to 4	1 to 3
FIRM	4 to 8	3 to 6
STIFF	8 to 15	6 to 12
VERY STIFF	15 to 30	12 to 24
HARD	GREATER THAN 30	GREATER THAN 24

SCALE AS NOTED	DESIGNED BY TM	DRAWN BY BJS	CHECKED BY KLS	KENNETH L. SYMONDS, JR., P.E. P.E. LICENSE NUMBER 5951B TIERRA, INC. 7351 TEMPLE TERRACE HIGHWAY TAMPA, FLORIDA 33637 CERTIFICATE OF AUTHORIZATION 6486	DATE 07/2/2014	PROJECT NO. 6086260	DESIGN ENGINEER KENNETH L. SYMONDS, JR., P.E. FL. LICENSE NO. 5951B	MANATEE COUNTY PUBLIC WORKS	REPORT OF CORE BORINGS (2)	SHEET NO. GT-2
----------------	----------------	--------------	----------------	--	----------------	---------------------	--	-----------------------------	----------------------------	----------------

SPECIAL PROVISIONS

Table of Contents

SECTION	PAGE
GENERAL.....	1
STANDARD SPECIFICATIONS	1
NO SEPARATE PAYMENT FOR SPECIAL PROVISIONS.....	1
MATERIALS.....	1
LABORATORY TESTING	2
MEASUREMENT AND PAYMENT.....	2
RESTORATION.....	3
COOPERATION WITH OTHERS.....	3
PRIORITY	3
SITE INVESTIGATION.....	3
PROJECT IDENTIFICATION SIGNS.....	4
SPECIAL TERMS AND CONDITIONS.....	5
DEWATERING, SHEETING AND BRACING.....	6
MAINTENANCE OF TRAFFIC.....	6
MAINTENANCE OF TRAFFIC PLAN.....	6
MAINTENANCE OF STORM DRAINAGE SYSTEM	6
SIDEWALKS TO REMAIN OPEN	7
DUST CONTROL	7
UNDERGROUND UTILITY LOCATIONS	7
UTILITY COORDINATION	7
UTILITY CONFLICTS.....	8
DAILY CLEAN-UP REQUIREMENTS	8
MAINTENANCE AND RESTORATION OF JOB SITE.....	8
NOTICE AND SERVICE THEREOF	8
REQUIREMENTS FOR CONTROL OF THE WORK.....	9
PROJECT SCHEDULE	9
USE OF PRIVATE PROPERTY.....	10
CONSTRUCTION PHOTOGRAPHY	10
POST-CONSTRUCTION STORM PIPE TESTING	12
CONTRACTOR TO EXECUTE NPDES “NOTICE OF INTENT”	12
WORKSITE TRAFFIC SUPERVISOR.....	12
CONTRACTOR’S SUPERVISION	13
LIST OF EMERGENCY CONTACT NUMBERS & UTILITY SERVICE MAINTENANCE	13
EXISTING SIDEWALK.....	14
PEDESTRIAN ACCESS.....	14
RECORD DRAWINGS AND PROJECT CERTIFICATION	14
COMPLIANCE WITH SWFWMD AND FDEP.....	15
MATERIAL TESTING TABLE	16
CONTINGENCY FUNDS.....	17

SPECIAL PROVISIONS

GENERAL

This Section amends enhances or otherwise revises the Technical Specifications.

STANDARD SPECIFICATIONS

The standard Specifications to be used for this work shall be Division II and III the Florida Department of Transportation (FDOT) *Standard Specifications for Road and Bridge Construction*, 2015 Edition and all Supplemental Specifications thereto, hereinafter referred to as the *Standard Specifications*, for roadway construction, except as amended under this Contract.

The Contractor's work shall follow the Manatee County Public Works Utility Standards and Specifications (2009) for the water main work.

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

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

NO SEPARATE PAYMENT FOR SPECIAL PROVISIONS

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

MATERIALS

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

- c. **Job Mix Formula for Portland Cement Concrete:** Manatee County requires a minimum 3000 psi asphaltic concrete mix for sidewalk, curb and gutter construction. Attention is directed to the requirement that job mix design formulas for all Portland Cement Concrete, of the type specified, be submitted at least 14 days prior to use on the project. The submitted formulas shall be derived or approved by the Owner and/or its agents. All concrete mix designs shall meet FDOT Concrete Class mix guidelines, except as follows: when approved, in writing by the Engineer, an Alternate Class I Concrete mix design formula, for concrete curb and gutter to be placed by automated curb machines, may show, as a substitution for #57 aggregate, an amount of #89 aggregate not to exceed 33 percent, by weight, of the #57 aggregate.

LABORATORY TESTING

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

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

Testing shall also be in accordance with the applicable portions of Section 6 of the *Standard Specifications* and these specifications.

MEASUREMENT AND PAYMENT

- a. All work completed under the terms of this contract shall be measured according to United States Standard Measures.
- b. All measurements shall be taken horizontally or vertically unless specifically provided otherwise.
- c. No payment will be made for construction over a greater area than authorized, nor for material moved from outside of stakes and data shown on the plans, except when such work is performed upon instructions of the Engineer.
- d. The Contractor shall accept compensation provided under the terms of this contract as full payment for furnishing all materials and for performing all work contemplated and embraced under this contract. Such compensation shall also be for any and all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions encountered during the contract period until final acceptance by the Owner.
- e. Whenever any change, or combination of changes, on the plans results in an increase or decrease in the original contract quantities, and the work added or decreased/eliminated is

of the same general character as that called for on the plans, the Contractor shall accept payment in full at the original contract unit prices for the actual quantity of work performed, with no allowance for any loss of anticipated profits.

- f. It is the Contractor's responsibility to perform a detailed quantity take-off from the plans to determine actual quantities for ordering and delivery purposes. The Owner will not be responsible for quantities ordered in excess of those installed and constructed. The Contractor should be aware that some of the pay items may have contingency quantities. Payment shall be made only for final in-place quantities.

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

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

RESTORATION

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

COOPERATION WITH OTHERS

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

PRIORITY

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

SITE INVESTIGATION

The Contractor acknowledges that he has satisfied himself as to the nature and location of the work; the general and local conditions, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric

power, roads; and uncertainties of weather, water stages, tides or similar physical conditions at the site; the conformation and conditions of the ground; the character of equipment and facilities needed preliminary to and during prosecution of the work.

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

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

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

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

PROJECT IDENTIFICATION SIGNS

The Contractor shall be responsible for furnishing, installing and maintaining two (2) County project identification signs and removal of same upon completion of the construction. Project identification sign shall be constructed and maintained at the project site as directed by the Owner. The Contractor shall erect, maintain and relocate the sign as directed for the duration of the Project.

The Contractor shall mount the sign using 4-inch pressure treated lumber or as approved by the Engineer, and other supports as required, at a location mutually agreed by the Engineer and the Contractor.

The identification signs shall not be less than 32 square feet in area. The Contractor shall coordinate with the Owner for the sign verbiage before fabrication. The signs shall be painted with graphic content to include:

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

The signs shall be erected prior to commencement of work at a lighted location of high public visibility, adjacent to the main entrance at each end of the project, as approved by the Engineer and Owner.

The signs shall be a minimum of 8 feet wide and 4 feet high. The signs shall be constructed of high density 3/4-inch exterior plywood without waves or buckles, mounted and braced with pressure treated lumber as necessary and maintained in a presentable condition for the duration of the project. Hardware shall be galvanized. The surface of the sign shall be of exterior softwood plywood with medium density overlay.

Painting shall be constructed with materials to resist weathering and fading during the construction period. Experienced professionals shall perform painting. Graphic design and style shall be in accordance with the following:

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

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

SPECIAL TERMS AND CONDITIONS

Soil Erosion and Siltation

The Contractor shall plan and control the Work to minimize all soil erosion and the siltation of drains and canals resulting from such erosion.

At the pre-construction meeting, the Contractor shall present his proposed plan and schedule, which shall specifically indicate the proposed use of temporary erosion control features. The plan shall include all items necessary to control sediment from leaving the site. The contractor shall reference the **State of Florida Erosion and Sediment Control Designer and Reviewer Manual**, latest edition, prepared for the **Florida Department of Transportation & Florida Department of Environmental Protection**. This document can be found on the FDOT Publications website.

Shop Drawings

The Contractor shall submit to the Engineer for approval, all working drawings and shop drawings with descriptive specifications and engineering calculations necessary for the successful completion of the Work.

The working and shop drawings shall be certified by a Florida licensed Professional Engineer and state that the design is sufficient for the successful completion of the Work. The working drawings and shop drawings shall include, but not be limited to:

- Traffic Control Plan
- Erosion Control Plan

- Shop Drawings listed in the Plans

Temporary Pavement

Temporary pavement shall consist of a minimum of Optional Base Group 04 and one (1) inch of Type SP structural course (Traffic C) over a firm, unyielding, well-compacted subgrade. The Contractor shall immediately repair all potholes that develop within the project limits and shall maintain a supply of cold mix on the project site to expedite these repairs.

Payment for the temporary pavement and maintenance of this pavement shall be included under the optional base and Type SP structural course pay item.

DEWATERING, SHEETING AND BRACING

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

Approval of Dewatering Plan

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

MAINTENANCE OF TRAFFIC

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

MAINTENANCE OF TRAFFIC PLAN

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

MAINTENANCE OF STORM DRAINAGE SYSTEM

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

SIDEWALKS TO REMAIN OPEN

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

DUST CONTROL

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

UNDERGROUND UTILITY LOCATIONS

The Contractor shall field verify by means of subsurface locating or other approved method all existing utilities to remain and conditions as may be required for the work area. This shall include all areas of potential conflicts with proposed storm, sanitary, force main and water main. The Contractor shall locate all existing utilities to remain at potential conflict locations prior to construction activities and before ordering any proposed structures. The Contractor shall contact and coordinate with "Sunshine" as well the individual utilities prior to and during construction for utility locations, relocation and assistance while installing in potential conflict areas. All utility coordination and relocations shall be factored into the Contractor's construction schedule at no additional cost to the Owner.

The cost of all labor, materials and incidentals required for the performance of any survey and utility location work shall be included under the pay item for Mobilization. A Florida registered land surveyor shall perform all survey work.

UTILITY COORDINATION

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

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

Payment for Utility Coordination shall be included under the lump sum Bid Item Number 3, Utility Coordination.

UTILITY CONFLICTS

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

DAILY CLEAN-UP REQUIREMENTS

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

MAINTENANCE AND RESTORATION OF JOB SITE

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

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

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

NOTICE AND SERVICE THEREOF

All notices, which shall include demands, instructions, requests, approvals, and claims shall be in writing. Any notice to or demand upon the Contractor shall be sufficiently given if delivered to the office of the Contractor specified in the bid (or to such other office as the Contractor may, from time to time, designate to the Owner in writing), or if deposited in the United States mail in

a sealed, postage prepaid envelope, or delivered, with charges prepaid, sent via fax transmission, or to any telegraph company for transmission, in each case addressed to such office.

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

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

REQUIREMENTS FOR CONTROL OF THE WORK

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

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

PROJECT SCHEDULE

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

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

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

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

The cost to prepare and revise the schedule is considered incidental to the Work.

USE OF PRIVATE PROPERTY

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

CONSTRUCTION PHOTOGRAPHY

General

The Contractor shall employ a competent photographer to take construction record photographs and perform videotaping, including providing all labor, materials, equipment and incidentals necessary to obtain photographs and/or videotapes of all areas specified in the Contract specifications.

The word "Photograph" includes standard photographic methods involving negatives, prints and slides and it also includes digital photographic methods involving computer technology items such as diskettes and CD-ROMs.

Qualifications

A competent camera operator who is fully experienced and qualified with the specified equipment shall do all photography.

For the videotape recording, the audio portion should be done by a person qualified and knowledgeable in the specifics of the Contract, who shall speak with clarity and diction so as to be easily understood.

Project Photographs

Provide photographs of the entire work area prior to any construction for the purpose of records of conditions prior to construction. Photographs should be spaced at approximately 100-foot intervals. In addition, all special features shall be photographed prior to construction.

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

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

All project photographs shall be a single weight, color image. All finishes shall be smooth surface and glossy, and all prints shall be 8 inches by 10 inches.

Each print shall have clearly marked on the back the name of the project, the orientation of view, the date and time of exposure, name and address of photographer and the photographers numbered identification of exposure.

All project photographs shall be taken from locations to adequately illustrate conditions prior to construction, or conditions of construction and state of progress. The Contractor shall consult with the Owner at each period of photography for instructions concerning views required.

The Contractor shall deliver prints in conformance with the above requirements to the Owner. No construction shall begin until pre-construction photographs are completed and submitted to the Owner.

Negatives

The Contractor shall require that photographer maintain negatives for a period of two years from date of Substantial Completion of the Project. Negatives shall be conveyed to Owner at the end of the two-year period.

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

Videotape Recording

Videotaping may be used in lieu of construction photographs.

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

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

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

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

Two complete sets of videotapes shall be delivered to the Owner for the permanent and exclusive use of the Owner prior to the start of any construction on the project.

All videotapes shall contain the name of the project, the date and time of the videotaping, the name and address of the photographer and any other identifying information required.

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

POST-CONSTRUCTION STORM PIPE TESTING

The Contractor shall inspect and televise all newly constructed storm pipes on the project. The purpose is to assure the pipes are properly constructed and do not leak at the joints. Payment for this item shall be included under the pay item for Mobilization.

CONTRACTOR TO EXECUTE NPDES “NOTICE OF INTENT”

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

WORKSITE TRAFFIC SUPERVISOR

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

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

CONTRACTOR'S SUPERVISION

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

LIST OF EMERGENCY CONTACT NUMBERS & UTILITY SERVICE MAINTENANCE

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

EXISTING SIDEWALK

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

PEDESTRIAN ACCESS

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

RECORD DRAWINGS AND PROJECT CERTIFICATION

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

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

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

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

- A. Roadway centerline profile [100-foot maximum interval].
- B. Roadway cross sections [100-foot maximum interval].
- C. All underground piping with elevations and dimensions, changes to piping locations, horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements. Actual installed pipe material, class, etc. Dimensions at these locations shall indicate distance from the centerline of construction.
- D. Elevations on all drainage control structures, verifying all plan dimensions.
- E. Stormwater ponds with cross sections [25-foot maximum interval] (sufficient to calculate volumes).
- F. Flow line elevations on all ditch breaks (vertical and horizontal).
- G. Field changes of dimensions and details.
- H. Details not on original contract drawings.
- I. Equipment and piping relocations.

- J. The locations of all headwalls, pipes and any other structures shall be located by station and offset.
- K. Benchmarks and elevation datum shall be indicated.
- L. Additional elevations or dimensions as required by the Engineer

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

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

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

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

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

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

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

MATERIAL TESTING TABLE

ITEM	TEST	TEST IDENTIFICATION	TEST REQUIREMENTS VERTICAL	TEST FREQUENCY HORIZONTAL
UTILITY TRENCH BACKFILL	MAXIMUM DENSITY OPTIMUM MOISTURE	AASHTO T-180	N/A	PER SOIL CLASSIFICATION/ PER LABORATORY ONE PER 200 LF
	FIELD DENSITY	AASHTO T-310	PER PLANS	
SUBGRADE UNCLEAR NEW CURB	MAXIMUM DENSITY OPTIMUM MOISTURE	AASHTO T-180	N/A	PER SOIL CLASSIFICATION/ PER LABORATORY ONE PER 200 LF
	FIELD DENSITY	AASHTO T-310	PER PLANS	
LIMEROCK/ SHELL BASE	MAXIMUM DENSITY OPTIMUM MOISTURE	AASHTO T-180	N/A	PER SOIL CLASSIFICATION/ PER LABORATORY ONE PER 200 LF
	FIELD DENSITY	AASHTO T-310	PER PLANS	
SOIL CEMENT BASE	SOIL CEMENT PLACEMENT/ MONITORING DENSITIES THICKNESS DETERMINATIONS	AASHTO T-134 AND AASHTO T-135	PER PLANS	ONE PER 200 LF
CONCRETE	COMPRESSIVE STRENGTH (THREE CYLINDERS/TEST)	AASHTO T-22	PER SPECS	PER SPECS/MIN. OF ONE SET/DAY FOR POURS BETWEEN 10 & 50 CY ADDITIONAL SET FOR EACH 50 CY DAILY OR 1 PER 50 CY MAX
	SLUMP, AIR CONTENT	AASHTO T-119 AND AASHTO T-152	PER SPECS	
ASPHALT	MATERIAL QUALITY GRADATION, STABILITY BITUMEN CONTENT	FLORIDA D.O.T.	PER SPECS	PER SPECS DAILY OR MORE THAN 500 TONS
RECYCLED CONCRETE BASE	GRADATION DENSITIES THICKNESS DETERMINATIONS	AASHTO T-180 AASHTO T-27 AASHTO T-310	PER SPECS	PER SOIL CLASSIFICATION/ PER LABORATORY ONE PER 200 LF

CONTINGENCY FUNDS

Discretionary Work

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

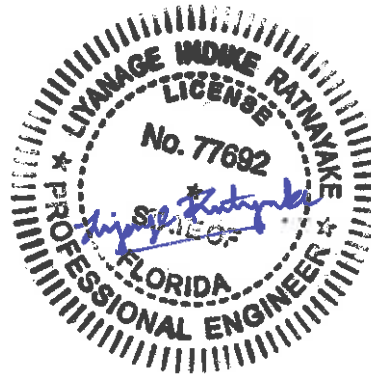
Method of Measurement and Basis of Payment

Payment for authorized work shall be per Section 9 of the General Requirements and Covenants.

TECHNICAL SPECIAL PROVISION
FOR
SYSTEM AUXILIARIES, UNINTERRUPTIBLE POWER SOURCE

Manatee County Project No.: 6086260

The official record of this Technical Special Provision is the electronic file signed and sealed under rule 61G 15-23.003, F.A.C.



Prepared by: Liyanage Ratnayake, P.E.
P.E. No. 77692
Date: March 10, 2015

SECTION 685

SYSTEM AUXILIARIES, UNINTERRUPTIBLE POWER SOURCE

663-1 Product.

These are the minimum requirements for an Uninterruptible Power Source (UPS) with an external battery charger/battery eliminator. It is to provide battery backup when commercial power is lost and to smooth the power when operating on a generator.

The unit shall be comprised of but not limited to; UPS, cabinet enclosure, inverter/charger/controller and an external power converter/charger, power transfer switch with a manually operated, non-electronic bypass switch, and all necessary hardware and interconnect wiring. UPS equipment shall be compatible with maintaining agency existing system.

685-2 Function.

The UPS shall provide a minimum of 10 hours battery back-up time under a 450 watt load @ 25°F. Battery balancer and equalizer shall be included. While operating on generator power, the external battery charger shall charge the batteries and operate the intersection. The UPS shall have lightning surge protection compliant with IEEE/ANSI C.62.41 for 2000 Volts AC.

The UPS shall be field programmable from a touch pad on the unit and from a computer interface. They must be user friendly, in menu driven formats and must not require external or proprietary software. The UPS shall have Ethernet connections and the connectors must be installed on the front panel of the UPS. The UPS shall have a battery connector on the front panel. The UPS shall have an external battery temperature probe connector on the front panel.

The UPS shall be capable of performing a SELF-TEST from the UPS front panel LCD and remotely via Ethernet interface. The duration of the SELF-TEST shall be programmable in 1-minute increments from one minute to 255 minutes.

The operation of the flash mode shall be field programmable to activate at various times depending on remaining battery capacities.

The batteries shall be Absorbed Glass Matt/Valve Regulated Lead Acid (AGM/VRLA) type specifically designed for UPS's and outdoor use. The batteries shall be designed for "Float Service" to provide 100% out-of-box runtime capacity.

The maximum transfer time allowed, from disruption of normal utility line voltage to stabilized inverter line voltage from batteries, shall be less than 65 milliseconds. The same maximum allowable transfer time shall also apply when switching from inverter line voltage to utility line voltage. The transfer from utility power to battery power, and vice versa, shall not interfere with the normal operation of the traffic controller, conflict monitor or any other peripheral devices within the traffic controller assembly.

When utilizing battery power, the UPS output voltage shall be between 110VAC and 125VAC, pure sine wave output with THD < 3% at 60 Hz +/- 3 Hz.

The UPS shall be capable of providing power for all of the following: full run-time operation, flashing mode operation, or a combination of both full and flash mode operation of an intersection. The batteries shall not be charged when battery temperature exceeds 50°C +/- 3°C.

The temperature sensor shall be external to the UPS unit. The sensor output will be used to regulate the charge rate at high ambient cabinet temperature.

The batteries shall be approved for both float and/or standby applications. The batteries shall charge whether on generator power or on commercial power. The UPS shall have a user configurable low battery warning. The UPS shall have a low battery shutdown and a low battery alarm. The UPS low battery shutdown will shut down the UPS unit to prevent battery deep-discharge. The programmable LOW BATTERY alarm shall be user definable and available for local access and via Ethernet for remote access.

The UPS shall be equipped with an event log that stores at a minimum the last 100 events. The events shall be time and date stamped. The event log shall be retrievable from the Ethernet interface and from the UPS LCD screen. The Ethernet communication to the PC shall display events in a Text message format with the use of HyperTerminal. The UPS LCD Screen shall display the events in a Binary message format.

The UPS shall have six independently programmable control relays for control and report functions. The UPS shall have two zero to eight hour, independently programmable timers with two time-of-day restrictions on each timer.

The UPS shall have six sets of normally open (NO) and normally closed (NC) single pole double-throw (SPDT) dry contact relays rated for 120VAC @ 1A.

1. ON BATTERY. The relay is energized whenever the UPS switches to battery power.
2. LOW BATTERY. The relay is energized when the battery has reached a user defined low battery level of remaining useful capacity. This alarm is latched when a qualified line returns or the inverter shuts down.
3. TIMER 1. The relay is energized after being in backup mode for a given amount of time. This timer is adjustable from zero to eight hr. The default setting is two hours.
4. ALARM- relay activates after a specific after a specific or general alarm is detected. These alarm conditions include: line frequency, low output voltage, no temperature probe, overload, batteries not connected, high temperature, and low temperature. The relay can be programmed to activate when any of these alarm conditions are met, or when a specific condition is met.
5. FAULT- relay activates after a specific or general fault is detected. These fault conditions include: short circuit, low battery voltage, high battery voltage, high internal temperature, and excessive overload. The relay can be programmed to

activate when any of these fault conditions are met, or when a specific condition is met.

6. AC/DC FAN CONTROL. The relay is activated when the battery ambient temperature is greater than 35°C or at a user programmable threshold from 25 to 55°C @ 5°C increment.

The operating temperature for the UPS, power transfer switch, and manual bypass switch shall be -37°C to +74°C @ 1500 Watts.

The operating temperature range of the external inverter/charger shall be 0° to 40°C with the capability of operating output amperage of 15 Amps @ 54.4 Volts. The external inverter/charger shall shut down for temperatures over 80°C.

The UPS shall be compatible with all of the following for full phase, flash operation mode, or a combination of both full and flash mode operation:

- Type V cabinets,
- NEMA TS 1 Controllers
- NEMA TS2 Controllers,
- Electrical Service Pedestals

The UPS shall be easily replaced and installed (complete turnkey system with all necessary hardware). UPS shall not require any special tools for installation.

The UPS shall be equipped to prevent a malfunction feedback to the cabinet and from feeding back to the utility service per UL 1778, Section 48 "Back-feed Protection Test". The upstream back feed voltage from UPS system shall be less than 1 Volts AC.

In the event the UPS senses the utility line voltage is outside the Hi and Low Limits (100 & 130VAC respectively set as default), the UPS shall transfer the load to battery power. The user should be able to change the Hi and Low limits to suit NEMA Hi and Low Limit Specifications.

A low profile, red LED light shall indicate loss of commercial power. It shall be mounted on the top of the cabinet.

The UPS shall return to line mode when the utility power has been restored to above 105VAC and below 125VAC for more than 30 seconds and when the utility power is back to nominal.

This line qualification time will be adjustable to 3, 10 to 30 seconds. The operator shall have the option of making the adjustments locally, using the touch pad or remotely, using the RD-232 interface.

The power transfer switch (PTS) shall be activated during BUCK and BOOST operation. The power transfer time shall be ten milliseconds or less. The BUCK and BOOST mode shall be provided in case of extended power variations. The UPS shall have the ability to BUCK and BOOST at least 10% +/-.

In the event of UPS failure, battery failure, or complete battery discharge, the power transfer switch shall revert to the Utility or Line Mode (in a de-energized state).

The PTS shall automatically remove power to the intersection's illuminated street name signs when the UPS is operating on battery back-up.

685-3 Assembly.

The piggy-back cabinet shall be manufactured from H5052 0.125 aluminum and house the UPS system, including batteries, switches, charger, inverter and mounting kit. The cabinet must meet the requirements for NEMA 3R enclosures. The door shall have a 3-point locking system with 3/4 inch ball bearing nylon rollers and a number 2 lock. The door shall have louvered vents with a 9" X 14" replaceable filter. The door shall be attached to the cabinet with a 316 stainless steel continuous hinge and be riveted to the cabinet with stainless steel rivets. The door shall seal with neoprene gasket. The handle shall be 3/4 inch 316 stainless steel with pad lock hasp. The roof of the cabinet shall slant from back to front to allow rain to shed away from the mounting cabinet. The cabinet shall have a separate shelf for the UPS and adjustable shelves for batteries.

The cabinet shall have a generator access compartment with a 1/4 turn twist lock receptacle inside to allow the cabinet to be powered by a generator. The generator access door shall be flush mounted with a number 2 lock. The door shall be bolted on with six 1/32 stainless steel pem studs. The door shall be capable of closing and locking while the generator cord is plugged into the 1/4 turn twist lock receptacle. A fan must be mounted in the air baffle at the top of the cabinet with an air outlet built into the overhang. The fan must be thermostatically controlled. The bottom of the door must be louvered to allow airflow. A removable dust filter must be located behind the vent. The UPS shall be cooled by a variable speed fan that is microprocessor and PWM controlled. The fan shall be OFF when the ambient temperature is less than 40°C.

One mounting kit and wiring kit shall be included with each UPS cabinet assembly. The mounting kit shall include twelve 5/16 inch, stainless steel bolts with nuts, washers, and lock washers. A 1 and 1/2 inch by 1/4 inch rubber grommet shall be provided for the cabinet through hole protection.

The wiring kit shall include six, 12 foot, color coded AWG 10 wires with the following color code and point of termination:

Black with red stripe	incoming commercial A/C power
Black	incoming generator A/C power
White	A/C neutral
Green	A/C ground
Blue	main circuit breaker in controller cabinet
Red	auxiliary circuit breaker in controller cabinet

The enclosure shall include built-in transfer switches for both bypassing the UPS for maintenance and to manually transfer to generator power when a generator is connected during power outages. The cabinet shall be wired to remove nonessential loads (internally illuminated signs) in order for the UPS not to recognize them.

The batteries shall be provided with appropriate interconnect wiring harnesses with 75 amp quick disconnects with oxalic grease that prevents oxidation and improved conductivity. Battery terminals shall be sprayed with a protective spray that prevents corrosion buildup and neutralizes battery acid.

685-4 Warranty.

The UPS shall have a two (2) year full replacement, non-prorated manufacturer's warranty covering all costs associated with repairing or replacing faulty equipment.

The manufacturer shall provide trouble-shooting via a toll free customer service number.

The manufacturer shall make field maintenance available via a toll free customer service number.

All available manufacturers' warranties shall be transferred to the County before final acceptance of the job.

685-5 Method of Measurement.

General: Measurement for payment will be in accordance with the following task.

Furnish and Install: The Contract unit price per each for System Auxiliaries, Uninterruptible Power Source, furnished and installed, will include all equipment, materials, as specified in the Contract Documents and as specified in this Section, and all labor, equipment, and miscellaneous material necessary for a complete and accepted installation.

Basis of Payment: Price and payment will be full compensation for all work specified in this Section. Payment will be made under:

Item No. 685-106 System Auxiliaries, Uninterruptible Power Source-each.



An Equal
Opportunity
Employer

Southwest Florida Water Management District

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(883) 534-1448 or
1-800-492-7862 (FL only)

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

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

2379 Broad Street, Brooksville, Florida 34604-6899

(352) 796-7211 or 1-800-423-1476 (FL only)

TDD only: 1-800-231-6103 (FL only)

On the Internet at WaterMatters.org

January 09, 2015

Manatee County Government
Attn: Sia Mollanazar, P.E.
1022 26th Avenue East
Bradenton, FL 34208

Subject: Project Evaluation - Permit Not Required

Project Name:	University Parkway at Waterview Boulevard Intersection Signalization Plans
File Number:	706076
County:	SARASOTA
Sec/Twp/Rge:	S31/T35S/R19E, S32/T35S/R19E

Reference: Rule 62-330, Florida Administrative Code (F.A.C.)

Dear Mr. Mollanazar:

The District has reviewed the information you submitted for the project referenced above and has determined that an Environmental Resource Permit (ERP) **will not be required** for the proposed intersection improvements, including installation of a new traffic signal and minor turn lane and sidewalk modifications, at the University Parkway and Waterview Boulevard intersection, as shown on the construction drawings. [Rule 62-330.051(4)(c), F.A.C.]

The information received by the District will be kept on file to support the District's determination regarding your project. This information is available for viewing or downloading through the District's Application and Permit Search Tools located at www.WaterMatters.org/permits.

The District's determination that your project does not require an ERP is only applicable pursuant to the statutes and rules in effect at the time the information was submitted and may not be valid in the event subsequent changes occur in the applicable rules and statutes. Additionally, this notification does not mean that the District has determined that your project is permanently exempt from permitting requirements. Any subsequent change you make in the project's operation may necessitate further evaluation or permitting by the District. Therefore, you are advised to contact the District before beginning the project and before beginning any activity which is not specifically described in your submittal. Your timely pursuit of this activity is encouraged to avoid any potential rule changes that could affect your request.

This letter constitutes notice of Intended Agency Action of the project referenced above. The District's action in this matter only becomes closed to future legal challenges from members of the public if such persons have been properly notified of the District's action and no person objects to the District's action within the prescribed period of time following the notification. The District does not publish notices of agency action. If you wish to limit the time within which a person who does not receive actual written notice from the District may request an administrative hearing regarding this action, you are strongly encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Publishing

notice of agency action will close the window for filing a petition for hearing. Legal requirements and instructions for publishing notice of agency action, as well as a noticing form that can be used is available from the District's website at www.WaterMatters.org/permits/noticing. If you publish notice of agency action, a copy of the affidavit of publishing provided by the newspaper should be sent to the Regulation Division at the District Service Office that services this permit or other agency action, for retention in the File of Record for this agency action.

If you have questions regarding this matter, please contact Willie Nabong in the Tampa Service Office, extension 2318. Please reference the Project Name and Inquiry/Permit Number in future communications concerning this project.

Sincerely,

Michelle K. Hopkins, P.E.
Bureau Chief
Environmental Resource Permit Bureau
Regulation Division

Enclosures: Notice of Rights
cc: File of Record
Jason Starr, P.E.

Notice of Rights

Administrative Hearing

1. You or any person whose substantial interests are or may be affected by the District's intended or proposed action may request an administrative hearing on that action by filing a written petition in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), Uniform Rules of Procedure Chapter 28-106, Florida Administrative Code (F.A.C.) and District Rule 40D-1.1010, F.A.C. Unless otherwise provided by law, a petition for administrative hearing must be filed with (received by) the District within 21 days of receipt of written notice of agency action. "Written notice" means either actual written notice, or newspaper publication of notice, that the District has taken or intends to take agency action. "Receipt of written notice" is deemed to be the fifth day after the date on which actual notice is deposited in the United States mail, if notice is mailed to you, or the date that actual notice is issued, if sent to you by electronic mail or delivered to you, or the date that notice is published in a newspaper, for those persons to whom the District does not provide actual notice.
2. Pursuant to Subsection 373.427(2)(c), F.S., for notices of intended or proposed agency action on a consolidated application for an environmental resource permit and use of sovereignty submerged lands concurrently reviewed by the District, a petition for administrative hearing must be filed with (received by) the District within 14 days of receipt of written notice.
3. Pursuant to Rule 62-532.430, F.A.C., for notices of intent to deny a well construction permit, a petition for administrative hearing must be filed with (received by) the District within 30 days of receipt of written notice of intent to deny.
4. Any person who receives written notice of an agency decision and who fails to file a written request for a hearing within 21 days of receipt or other period as required by law waives the right to request a hearing on such matters.
5. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding District intended action is not available prior to the filing of a petition for hearing.
6. A request or petition for administrative hearing must comply with the requirements set forth in Chapter 28-106, F.A.C. A petition for a hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's intended action or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no material facts in dispute, and (3) otherwise comply with Rules 28-106.201 and 28-106.301, F.A.C. Chapter 28-106, F.A.C., can be viewed at www.flrules.org or at the District's website at www.WaterMatters.org/permits/rules.
7. A petition for administrative hearing is deemed filed upon receipt of the complete petition by the District Agency Clerk at the District's Tampa Service Office during normal business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding District holidays. Filings with the District Agency Clerk may be made by mail, hand-delivery or facsimile transfer (fax). The District does not accept petitions for administrative hearing by electronic mail. Mailed filings must be addressed to, and hand-delivered filings must be delivered to, the Agency Clerk, Southwest Florida Water Management District, 7601 US Hwy 301, Tampa, FL 33637-6759. Faxed filings must be transmitted to the District Agency Clerk at (813) 367-3054. Any petition not received during normal business hours shall be filed as of 8:00 a.m. on the next business day. The District's acceptance of faxed petitions for filing is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation, available for viewing at www.WaterMatters.org/about.

Judicial Review

1. Pursuant to Sections 120.60(3) and 120.68, F.S., a party who is adversely affected by District action may seek judicial review of the District's action. Judicial review shall be sought in the Fifth District Court of Appeal or in the appellate district where a party resides or as otherwise provided by law.
2. All proceedings shall be instituted by filing an original notice of appeal with the District Agency Clerk within 30 days after the rendition of the order being appealed, and a copy of the notice of appeal, accompanied by any filing fees prescribed by law, with the clerk of the court, in accordance with Rules 9.110 and 9.190 of the Florida Rules of Appellate Procedure (Fla. R. App. P.). Pursuant to Fla. R. App. P. 9.020(h), an order is rendered when a signed written order is filed with the clerk of the lower tribunal.

SECTION C **BID SUMMARY**

C.01 MINIMUM QUALIFICATIONS OF BIDDERS

The bidding Contractor (company supplying the bid) must be **Pre-Qualified with the Florida Department of Transportation** in the category of **“Traffic Signal”**. **The prime Contractor’s corporate name must appear in the State FDOT database in this category on the bid due date. In addition, the certification must be maintained throughout the duration of the project.** The bidding Contractor must possess a minimum of three (3) years’ experience in this type of Work. in accordance with Chapter 489 Florida Statutes, on the day the bid is submitted, and who has continuously held that certification or registration for a period of at least three (3) consecutive years immediately prior to the day the bid is submitted, may be qualified to bid on this Work. In the event that a bidder is a business organization, including a partnership, corporation, business trust or other legal entity as set forth in Section 489.119(2), Florida Statutes, then the bidder shall only be qualified to bid on this Work if: 1) the bidder (the business organization) is on the day the bid is submitted, and for at least three (3) consecutive years immediately prior to the day the bid is submitted has been, in continuous existence, properly licensed and registered as required by Florida law; and 2) the bidder, on the day the bid is submitted, has a certified or registered Qualifying Agent, as required by Section 489.119, Florida Statutes, and that Qualifying Agent has been the same Qualifying Agent of the bidder for a period of at least three (3) consecutive years immediately prior to the day the bid is submitted.

C.02 BASIS OF AWARD

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

Only one (1) schedule for completion of Work shall be considered.

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

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

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

Whenever two or more bids are equal with respect to price, and all other evaluative factors are otherwise equal, including local preference policies, if the company provides

documented environmentally preferable “green” products, materials, or supplies, they shall be given preference in award.

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

END OF SECTION C

BID FORM
(Submit in duplicate)

**For: IFB#15-1222-OV, University Parkway at Waterview Boulevard Intersection
Improvement (Project No.: 6086260)**

Total Offer (Bid "A"): _____
Based on a completion time of 240 calendar days

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

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

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

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

Bidder's Name: _____

Mailing Address: _____

Telephone: () _____ Fax: () _____

Email Address: _____

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

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

Authorized Signature(s): _____

Name and Title of Above Signer(s): _____

Date: _____

SECTION 00300 BID FORM

(Submit in Duplicate)

IFB #15-1222-OV

University Parkway at Waterview Boulevard Intersection Improvements

Bid "A" Based on a completion time of 240 Calendar Days

Project No.: 6086260

FDOT ITEM NO.	DESCRIPTION	U/M	EST. QTY.	BID PRICE PER UNIT (\$)	TOTAL BID PRICE (\$)
ROADWAY:					
101-1	Mobilization	LS	1	\$	\$
102-1	Maintenance of Traffic	LS	1	\$	\$
104-10-3	Sediment Barrier	LF	1,710	\$	\$
110-1-1	Clearing and Grubbing (0.44 AC)	LS	1	\$	\$
110-4	Removal of Existing Concrete Pavement	SY	31	\$	\$
120-1	Regular Excavation	CY	363	\$	\$
120-6	Embankment	CY	5	\$	\$
160-4	Type B Stabilization	SY	1,966	\$	\$
285-709	Optional Base (Base Group 09)	SY	1,962	\$	\$
334-1-14	SUPERPAVE Asphaltic Conc., Traffic D	TN	259.4	\$	\$
337-7-45	Asphalt Friction Course Traffic D, FC-12.5, PG 76-22, PMA	TN	129.7	\$	\$
520-1-10	Curb & Gutter Concrete (TYPE F)	LF	621	\$	\$
MC-1	Curb & Gutter Concrete (TYPE AB)	LF	29	\$	\$
520-5-42	Traffic Separator Concrete - Type IV, 6' Wide	LF	293	\$	\$
522-1	Sidewalk Concrete (4" Thick)	SY	136	\$	\$
527-2	Detectable Warnings	SF	126	\$	\$
570-1-2	Performance Turf (SOD)	SY	459	\$	\$
700-1-11	Single Post Sign (F & I, <12 SF)	AS	3	\$	\$
700-1-60	Single Post Sign (Remove)	AS	4	\$	\$

00300-2

Bidder: _____

Bid "A", IFB #15-1222-OV,
Based on 240 Calendar Day Completion
University and Waterview

Authorized Signature: _____

SECTION 00300 BID FORM

(Submit in Duplicate)

IFB #15-1222-OV

University Parkway at Waterview Boulevard Intersection Improvements

Bid "A" Based on a completion time of 240 Calendar Days

Project No.: 6086260

FDOT ITEM NO.	DESCRIPTION	U/M	EST. QTY.	BID PRICE PER UNIT (\$)	TOTAL BID PRICE (\$)
700-3-201	Sign Panel (F&I) Overhead Mount, <12 SF	EA	5	\$	\$
700-5-22	Internally Illuminated Sign (F&I) (LED) (20 SF)	EA	4	\$	\$
706-3	Retro-Reflective Pavement Markers	EA	119	\$	\$
710-11-290	Painted Pavement Markings, STD., Yellow , ISLAND NOSE	SF	77	\$	\$
711-11-123	Thermoplastic, STD., White, SOLID, 12"	LF	549	\$	\$
711-11-124	Thermoplastic, STD., White, SOLID, 18"	LF	434	\$	\$
711-11-125	Thermoplastic, STD., White SOLID, 24"	LF	144	\$	\$
711-11-151	Thermoplastic, STD., White, SKIP, 6" (2' - 4')	LF	130	\$	\$
711-11-170	Thermoplastic, STD., White ARROW	EA	14	\$	\$
711-11-224	Thermoplastic, STD., Yellow, SOLID, 18"	LF	128	\$	\$
711-15-111	Thermoplastic STD., Open Graded Asphalt, White, SOLID, 6"	NM	0.245	\$	\$
711-15-112	Thermoplastic STD., Open Graded Asphalt, White, SOLID, 8"	NM	0.263	\$	\$
711-15-131	Thermoplastic STD., Open Graded Asphalt, White, SKIP, 6" (10/30)	GM	0.023	\$	\$
711-15-211	Thermoplastic STD., Open Graded Asphalt, Yellow, SOLID, 6"	NM	0.350	\$	\$
711-17	Removal of Existing Thermoplastic	SF	1,150	\$	\$
SUBTOTAL ROADWAY					\$

Bidder: _____

Authorized Signature: _____

00300-3
Bid "A", IFB #15-1222-OV,
Based on 240 Calendar Day Completion
University and Waterview

SECTION 00300 BID FORM

(Submit in Duplicate)

IFB #15-1222-OV

University Parkway at Waterview Boulevard Intersection Improvements

Bid "A" Based on a completion time of 240 Calendar Days

Project No.: 6086260

FDOT ITEM NO.	DESCRIPTION	U/M	EST. QTY.	BID PRICE PER UNIT (\$)	TOTAL BID PRICE (\$)
SIGNALIZATION:					
FDOT ITEM NO.	DESCRIPTION	U/M	EST. QTY.	BID PRICE PER UNIT (\$)	TOTAL BID PRICE (\$)
630-2-11	Conduit (F&I) (Open Trench)	LF	363	\$	\$
630-2-12	Conduit (F&I) (Directional Bore)	LF	341	\$	\$
632-7-1	Cable (Signal) (F&I)	PI	1	\$	\$
635-2-11	Pull & Splice Boxes (F&I) (Pull Box) (17"x30"x12")	EA	11	\$	\$
635-2-12	Pull & Splice Boxes (F&I) (Fiber Optic Pull Box) (24"x36" Cover Size)	EA	1	\$	\$
635-2-13	Pull & Splice Boxes (F&I) (Splice Vault) (30"x60"x48" Cover Size)	EA	1	\$	\$
639-1-121	Electrical Power Service (Underground) (F&I)	AS	1	\$	\$
639-2-1	Electrical Service Wire (F&I)	LF	100	\$	\$
639-4-6	Emergency Generator, Portable, Install Housing Only	EA	1	\$	\$
641-2-12	Prestressed Concrete Pole (F&I) (Type P-II) (Service Pole) (12 ft)	EA	1	\$	\$
646-1-11	Aluminum Signals Pole, Pedestal	EA	8	\$	\$
649-31-105	Mast Arm, F&I, Wind Speed-150, Single Arm W/O Luminaire - 78'	EA	1	\$	\$
649-31-203	Mast Arm, F&I, Wind Speed-130, Single Arm W/O Luminaire - 60'	EA	1	\$	\$
649-31-204	Mast Arm, F&I, Wind Speed-130, Single Arm W/O Luminaire - 70.5'	EA	1	\$	\$
649-31-205	Mast Arm, F&I, Wind Speed-130, Single Arm W/O Luminaire - 78'	EA	1	\$	\$
650-1-14	Traffic Signal (F&I) (3 Sect) (1 Way) (Aluminum)	AS	8	\$	\$
650-1-16	Traffic Signal (F&I) (4 Sect) (1 Way) (Aluminum)	AS	5	\$	\$
653-1-11	Pedestrian Signal (F&I) (LED-Countdown) (1 Way)	AS	8	\$	\$

00300-4

Bidder: _____

Authorized Signature: _____

Bid "A", IFB #15-1222-OV,
Based on 240 Calendar Day Completion
University and Waterview

SECTION 00300 BID FORM

(Submit in Duplicate)

IFB #15-1222-OV

University Parkway at Waterview Boulevard Intersection Improvements

Bid "A" Based on a completion time of 240 Calendar Days

Project No.: 6086260

FDOT ITEM NO.	DESCRIPTION	U/M	EST. QTY.	BID PRICE PER UNIT (\$)	TOTAL BID PRICE (\$)
660-4-11	Vehicle Detection System (F&I) (Video, Cabinet)	EA	1	\$	\$
660-4-12	Vehicle Detection System (F&I) (Video, Above Ground)	EA	4	\$	\$
665-1-11	Pedestrian Detector (F&I) (Standard)	EA	8	\$	\$
670-5-110	Traffic Controller Assembly (F&I) (NEMA)	AS	1	\$	\$
685-106	System Auxiliaries (F&I) Uninterruptible Power Source	EA	1	\$	\$
	SUBTOTAL SIGNALIZATION				\$
	SUBTOTAL ROADWAY AND SIGNALIZATION				\$
	CONTRACT CONTINGENCY (ONLY USED WITH COUNTY APPROVAL	%	5		\$
GRAND TOTAL ROADWAY AND SIGNALIZATION - (Based On Bid "A" Completion time of 240 Calendar Days)					\$

Bidder: _____

Authorized Signature: _____

00300-5
Bid "A", IFB #15-1222-OV,
Based on 240 Calendar Day Completion
University and Waterview

		DEFINITION OF THE UNITS OF MEASURE, IFB #15-1222-OV, University Parkway at Waterview Boulevard Intersection Improvements (Project No. 6086260)	
		DEFINITION OF THE UNITS OF MEASURE	U/M
		Acre	AC
		Assembly	AS
		Cubic Yard	CY
		Each	EA
		Each Day	ED
		Foot	FT
		Gross Mile	GM
		Hour	HR
		Linear Foot	LF
		Lump Sum	LS
		Net Mile	NM
		Per Intersection	PI
		Pound	LB
		Square Feet	SF
		Square Yard	SY
		Ton	TN

MAILING LABEL

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

MAILING LABEL TO AFFIX TO OUTSIDE OF SEALED BID PACKAGE:

SEALED BID - DO NOT OPEN

BIDDER: _____

SEALED BID NO: IFB #15-1222-OV

**BID TITLE: University Parkway at Waterview Boulevard
Intersection Improvements (Project No.: 6086260)**

DUE DATE/TIME: _____ @ _____

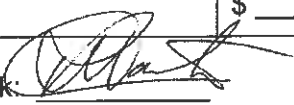
SECTION D

INSURANCE AND BONDING REQUIREMENTS

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

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

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

Reviewed by Risk: 

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

Certificate of Insurance Requirements:

- a. Certificates of insurance in duplicate evidencing the insurance coverage specified herein shall be filed with the Purchasing Division before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the bid number and title of the Project, and must read: For any and all work performed on behalf of Manatee County.
- b. **Additional Insured:** The Automobile Liability and Commercial General Liability policies provided by the successful bidder to meet the requirements of this IFB shall name Manatee County, Board of County Commissioners, as an additional insured as to the operations of the successful bidder under this IFB and shall contain severability of interests provisions.
- c. In order for the certificate of insurance to be accepted it **must** comply with the following:
 - 1. The "Certificate Holder" shall be:
**Manatee County
Board of County Commissioners
Bradenton, FL
IFB #15-1222-OV, University Parkway at Waterview Boulevard Intersection
Improvements (Project No.: 6086260)
For any and all work performed on behalf of Manatee County.**
 - 2. Certificate shall be mailed to:
**Manatee County Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205
Attn: Olga Valcich, CPPB, Contract Specialist**

BONDING REQUIREMENTS

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

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

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

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

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

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

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

BIDDER'S INSURANCE STATEMENT

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

Bidder Name: _____ Date: _____

Bidder's Signature: _____

Print Name: _____

Insurance Agency: _____

Agent Name: _____ Agent Phone: _____

Please return this completed and signed statement with your bid.

SECTION E
GENERAL CONDITIONS
of the
CONSTRUCTION AGREEMENT

TABLE OF CONTENTS FOR GENERAL CONDITIONS

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

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

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

5.13 Changes to Contract Time.....	GC-26
Article VI-- Role of Architect/Engineer	GC-27
6.1 General	GC-27
<i>A. Retaining</i>	GC-27
<i>B. Duties</i>	GC-27
<i>C. Termination</i>	GC-27
6.2 Administration.....	GC-27
<i>A. Site Visits</i>	GC-27
<i>B. Reporting</i>	GC-28
6.3 Interpretation of Project Plans and Specifications	GC-28
6.4 Rejection of Non-Conforming Work	GC-28
6.5 Correction of Work	GC-28
6.6 Timely Performance of Architect/Engineer	GC-28
Article VII-- Owner's Rights and Responsibilities	GC-29
7.1 Project Site; Title	GC-29
7.2 Project Plans and Specifications; Architect/Engineer	GC-29
7.3 Surveys; Soil Tests and Other Project Site Information	GC-29
7.4 Information; Communication; Coordination.....	GC-30
7.5 Governmental Body	GC-30
7.6 Pre-Completion Acceptance.....	GC-30
7.7 Ownership and Use of Drawings, Specifications and Other Instruments of Service	GC-30
7.8 Owner's Project Representative.....	GC-31
<i>A. Responsibilities</i>	GC-31
<i>B. Limitations</i>	GC-31
Article VIII-- Resolution of Disagreements; Claims for Compensation.....	GC-32
8.1 Owner to Decide Disputes	GC-32
8.2 Finality	GC-32
8.3 No Damages for Delay	GC-32
8.4 Permitted Claims Procedure.....	GC-32
8.5 Contract Claims and Disputes.....	GC-33
8.6 Claims for Consequential Damages	GC-33
Article IX—Indemnity.....	GC-34
9.1 Indemnity	GC-34
<i>A. Indemnification Generally</i>	GC-34
<i>B. Claims by Employees</i>	GC-34
9.2 Duty to Defend.....	GC-34
Article X-- Accounting Records; Ownership of Documents	GC-35
10.1 Accounting Records	GC-35
10.2 Inspection and Audit	GC-35

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

**GENERAL CONDITIONS
ARTICLE I
DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II RELATIONSHIP AND RESPONSIBILITIES

2.1 Relationship between Contractor and Owner. The Contractor accepts the relationship of trust and confidence established with Owner pursuant to the Contract Documents. The Contractor shall furnish its best skill and judgment and cooperate with Owner and Owner's

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

careless, insubordinate or otherwise objectionable, or whose continued employment on the Project is deemed to be contrary to the Owner's interest. The Contractor shall provide good quality workmanship and shall promptly correct construction defects without additional compensation. Acceptance of the Work by the Owner shall not relieve the Contractor of the responsibility for subsequent correction of any construction defects.

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

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

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

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

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

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

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

(2) The Contractor shall not employ a proposed superintendent to whom the Owner or Architect/Engineer has made reasonable and timely objection. The Contractor shall

not change the superintendent without the Owner's consent, which shall not be unreasonably withheld or delayed.

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

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

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

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

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

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

- (1) All employees on the Work and other persons and organizations who may be affected thereby;

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

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

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

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

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

determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents.

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

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

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

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

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

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

- (6) Contractor and any Subcontractor or supplier seeking additional costs under this Section 2.4.U. shall promptly submit estimates or any costs as requested by Owner, and detailed back-up for all costs when payment is sought or whenever reasonably requested by Owner. All costs are auditable, at Owner's discretion. Bid, estimate and pricing information reasonably related to any request for additional compensation will be provided promptly upon request.
- (7) Contractor shall include provisions in its subcontracts and purchase orders consistent with this Section.

V. Interfacing.

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

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

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

Y. Payment and Performance Bond. Prior to the construction commencement date, the Contractor shall obtain, for the benefit of and directed to the Owner, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the Contractor of its obligations under the Contract Documents, including but not limited to the construction of the Project on the Project Site and the payment of all obligations arising thereunder, including all payments to Subcontractors, laborers, and

materialmen. The surety selected by the Contractor to provide the Payment and Performance Bond shall be approved by the Owner prior to the issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that the surety is rated A or better by Best's Key Guide, latest edition.

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

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

diminish either the authority or responsibility of the Contractor to administer the subcontracts.

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

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

CC. Job Requirements.

- (1) The Contractor shall provide each of the following as a part of its services hereunder:
 - (a) Maintain a log of daily activities, including manpower records, equipment on site, weather, delays, major decisions, etc;
 - (b) Maintain a roster of companies on the Project with names and telephone numbers of key personnel;

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

approved progress schedule and schedule of shop drawing submissions;

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

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

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

FF. Contractor's Warranty. The Contractor warrants to the Owner and Architect/Engineer that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these

requirements will be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect/Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

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

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

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

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

ARTICLE III COMPENSATION

3.1 Compensation. The Contract Sum constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties,

responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the Contract Sum.

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

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

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

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

- (1) If the total cost of a particular item of Unit Price Work amounts to 5% or more of the Contract Sum and the variation in the quantity of the particular item of Unit Price Work performed by Contractor differs by more than 15% from the estimated quantity of such item indicated in the Agreement; and
- (2) If there is no corresponding adjustment with respect to any other item of Work; and
- (3) If Contractor believes that it has incurred additional expense as a result thereof; or
- (4) If Owner believes that the quantity variation entitles it to an adjustment in the unit price; or
- (5) If the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

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

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

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

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

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

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

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

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

D. Warrants of Contractor with Respect to Payments. The Contractor warrants that (1) upon payment of any retainage, materials and equipment covered by a partial payment request will pass to Owner either by incorporation in construction or upon receipt of payment by the Contractor, whichever occurs first; (2) Work, materials and equipment covered by previous partial payment requests shall be free and clear of liens, claims, security interests, or encumbrances, hereinafter referred to as "liens"; and (3) no Work, materials or equipment

covered by a partial payment request which has been acquired by the Contractor or any other person performing Work at the Project Site, or furnishing materials or equipment for the Project, shall be subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or any other person.

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

ARTICLE IV SUBCONTRACTORS

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

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

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

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

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

"LIMITATION OF REMEDIES – NO DAMAGES FOR DELAY. The Subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by the Owner or Architect/Engineer or attributable to the Owner

or Architect/Engineer and including claims based on breach of contract or negligence, shall be an extension of its contract time and shall in no way involve any monetary claim.”

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

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

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

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

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

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

B. Final Payment of Subcontractors. The final payment of retainage to Subcontractors shall not be made until the Project has been inspected by the Architect/Engineer

or other person designated by the Owner for that purpose, and until both the Architect/Engineer and the Contractor have issued a written certificate that the Project has been constructed in accordance with the Project Plans and Specifications and approved Change Orders. Before issuance of final payment to any Subcontractor without any retainage, the Subcontractor shall submit satisfactory evidence that all payrolls, material bills, and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted, and instruction for the Owner's operating and maintenance personnel is complete. Final payment may be made to certain select Subcontractors whose Work is satisfactorily completed prior to the completion of the Project, but only upon approval of the Owner's Project Representative.

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

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

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

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

ARTICLE V CHANGES IN WORK

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

Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Work Directive Change or order for a minor change in the Work.

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

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

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

5.5 Hazardous Materials. In the event the Contractor encounters on the Project Site material reasonably believed to be hazardous, petroleum or petroleum related products, or other hazardous or toxic substances, except as provided in Section 2.4.U, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and the Architect/Engineer in writing. The Work in the affected area shall not thereafter be resumed except by written amendment, if in fact the material or substance has not been rendered harmless. The Work in the affected area shall be resumed when the Project Site has been rendered harmless, in accordance with the final determination by the Architect/Engineer or other appropriate professional employed by Owner. The Contractor shall not be required to perform without its consent any Work relating to hazardous materials, petroleum or petroleum related

products, or other hazardous or toxic substances. In the event the Contractor encounters on the Project Site materials believed in good faith to be hazardous or contaminated material, and the presence of such hazardous or contaminated material was not known and planned for at the time the Contractor submitted its Bid, and it is necessary for the Contractor to stop Work in the area affected and delays Work for more than a seven (7) day period, adjustments to the Contract Sum and/or Contract Time shall be made in accordance with this Article V.

5.6 Change Orders; Adjustments to Contract Sum.

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

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

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

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

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

incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Sum or Contract Time.

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

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

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

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

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

ARTICLE VI ROLE OF ARCHITECT/ENGINEER

6.1 General.

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

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

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

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

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

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

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

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

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

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

ARTICLE VII OWNER'S RIGHTS AND RESPONSIBILITIES

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

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

reproducible set of all drawings and specifications reasonably necessary for the performance of Contractor's services hereunder and otherwise ready for printing. The Contractor shall be notified of any written modification in the agreement between Owner and Architect/Engineer.

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

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

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

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

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

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

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

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

- (1) Attend preconstruction conferences; arrange a schedule of progress meetings and other job conferences as required in consultation with Owner/Architect/Engineer and notify those expected to attend in advance; and attend meetings and maintain and circulate copies of minutes thereof;
- (2) Serve as Owner/Architect/Engineer's liaison with Contractor, working principally through Contractor's superintendent, to assist in understanding the intent of the Contract Documents. As requested by

Owner/Architect/Engineer, assist in obtaining additional details or information when required at the job site for proper execution of the Work;

- (3) Report to Owner/Architect/Engineer whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents;
- (4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the project; record the outcome of these inspections and report to Owner/Architect/Engineer;
- (5) Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to Owner/Architect/Engineer; and
- (6) Perform those duties as set forth elsewhere within the Contract Documents.

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

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

**ARTICLE VIII
RESOLUTION OF DISAGREEMENTS;
CLAIMS FOR COMPENSATION**

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

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

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

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

- (1) All claims must be submitted as a request for Change Order in the manner as provided in Article V.
- (2) The Contractor must submit a notice of claim to Owner's Project Representative and to the Architect/Engineer within fifteen (15) days of when the Contractor was or should have been aware of the fact that an occurrence was likely to cause delay or increased costs. Failure to submit a claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.
- (3) Within twenty (20) days of submitting its notice of claim, the Contractor shall submit to the Owner's Project Representative its request for Change Order, which shall include a written statement of all details of the claim, including a description of the Work affected.
- (4) After receipt of a request for Change Order, the Owner's Project Representative, in consultation with the Architect/Engineer, shall deliver to the Contractor, within twenty (20) days after receipt of request, its written response to the claim.
- (5) In the event the Owner and Contractor are unable to agree on the terms of a Change Order, the Owner shall have the option to instruct the Contractor to proceed with the Work. In that event, the Owner shall agree to pay for those parts of the Work, the scope and price of which are not in dispute.

The balance of the disputed items in the order to proceed will be resolved after completion of the Work, based upon completed actual cost.

- (6) The rendering of a decision by Owner with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by Owner or Contractor of such right or remedies as either may otherwise have under the Contract Documents or by laws or regulations in respect of any such claim, dispute or other matter.

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

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

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

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

ARTICLE IX INDEMNITY

9.1 Indemnity.

A. Indemnification Generally. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect/Engineer, Architect/Engineer's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of

or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.1.

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

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

ARTICLE X ACCOUNTING RECORDS; OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE XI PUBLIC CONTRACT LAWS

11.1 Equal Opportunity Employment.

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

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

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

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

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

any of the material and equipment manufacturers, suppliers, distributors, or contractors who will be eligible to supply material and equipment for the Project for which the Contractor is furnishing its services required hereunder.

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

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

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

ARTICLE XII FORCE MAJEURE, FIRE OR OTHER CASUALTY

12.1 Force Majeure.

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

B. Concurrent Contractor Delays. If a delay is caused for any reason provided in 12.1.A. or as a result of an extension of time provided by Change Order, and during

the same time period a delay is caused by Contractor, the date for performance shall be extended as provided in 12.1.A. but only to the extent the time is or was concurrent.

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

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

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

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

Owner or the Contractor as a result of such loss or damage shall be used for payment of the costs, expenses, and other charges of the reconstruction or repair of the Project.

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

ARTICLE XIII REPRESENTATIONS, WARRANTIES AND COVENANTS

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

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

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

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

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

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

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

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

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

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

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

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

L. If the Work is defective, or Contractor fails to supply sufficient skilled workers, or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof and terminate payments to the Contractor until the cause for such order has been eliminated. Contractor shall bear all direct, indirect and consequential costs for satisfactory reconstruction or removal and replacement with non-defective Work,

including, but not limited to fees and charges of Architect/Engineers, architects, attorneys and other professionals and any additional expenses experienced by Owner due to delays to other Contractors performing additional Work and an appropriate deductive change order shall be issued. Contractor shall further bear the responsibility for maintaining schedule and shall not be entitled to an extension of the Contract time and the recovery of delay damages due to correcting or removing defective Work.

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

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

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

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

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

C. The Contract Documents and each Contract Document contemplated hereby to which the Owner is or will be a party has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by, the Owner, and neither the execution and delivery thereof nor compliance with the terms and provisions thereof or hereof: (a) requires the approval and consent of any other person or party, except such as have been duly obtained or as are specifically noted herein; (b) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on the Owner; or (c)

contravenes or results in any breach of, default under, or result in the creation of any lien or encumbrance upon the Owner under any indenture, mortgage, deed of trust, bank loan, or credit agreement, the charter, ordinances, resolutions, or any other agreement or instrument to which the Owner is a party, specifically including any covenants of any bonds, notes, or other forms of indebtedness of the Owner outstanding on the date of the Contract Documents.

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

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

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

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

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

ARTICLE XIV TERMINATION AND SUSPENSION

14.1 Termination for Cause by Owner. This Agreement may be terminated by Owner upon written notice to the Contractor should Contractor fail substantially to perform a material obligation in accordance with the terms of the Contract Documents through no fault of the Owner. In the event Owner terminates for cause and it is later determined by a court of competent jurisdiction that such termination for cause was not justified, then in such event such

termination for cause shall automatically be converted to a termination without cause pursuant to Section 14.2.

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

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

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

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

any other provisions of the Contract Documents to the contrary, Owner shall be entitled to bring a direct action in the Circuit Court to recover such costs.

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

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

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

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

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

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

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

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

CONSTRUCTION AGREEMENT

for

STIPULATED SUM

between

MANATEE COUNTY (AS OWNER)

and

_____ (AS CONTRACTOR)

CONSTRUCTION AGREEMENT FOR STIPULATED SUM

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

WHEREAS, the Owner intends to construct [University Parkway at Waterview Boulevard, Intersection Improvements (Project No.: 6086260)], the aforementioned improvements being hereinafter referred to and defined as the “Project”; and

WHEREAS, in response to Owner’s Invitation for Bid No. 15-1222-OV (the “IFB”), Contractor has submitted its Bid (the “Contractor’s Bid”) to provide the aforementioned construction services.

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

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

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

3. Date of Commencement and Substantial Completion.

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

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

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

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

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

Time is of the essence in the Contract Documents and all obligations thereunder. If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents, the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the sum of \$1,724.00 per calendar day, commencing upon the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur as a result of delayed completion of the Work. The Owner may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the Owner at the demand of the Owner, together with interest from the date of the demand at the maximum allowable rate.

4. Contract Sum.

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

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

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

5. Payments.

A. Progress Payments.

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

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

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

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

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

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

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

6. Termination or Suspension.

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

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

7. Other Provisions.

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

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

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

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

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

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

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

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

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

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

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

workers' compensation, commercial general liability, auto liability, excess liability, and builder's risk. The Contractor shall furnish to the Owner all appropriate policies and Certificate(s) of Insurance. The Contractor shall also post a Payment and Performance Bond for the Contract Sum, within ten (10) days following notification of intent to award, and otherwise in accordance with the Invitation for Bid documents.

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

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

11. Amendments; Waivers; Assignment.

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

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

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

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

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

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

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

15. Construction.

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

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

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

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

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

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

To the Owner: Michael Sturm, Project Manager, Public Works Department
 1022 26th Avenue East
 Bradenton, FL 34208
 Phone: 941-708-7450, Extension 7332
 Email: Michael.Sturm@mymanatee.org

To the Contractor:

Email: _____

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

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

Exhibit A—Title(s) of Drawings

Exhibit B—Title(s) of Specifications

Exhibit C—Affidavit of No Conflict

Exhibit D—Certificate(s) of Insurance

Exhibit E—Payment and Performance Bond

Exhibit F—Standard Forms

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

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

Name of Contractor

By: _____

Printed Name: _____

Title: _____

Date: _____

**MANATEE COUNTY, a political subdivision
of the State of Florida**

By: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit A
Title(s) of Drawings

1. Signalization Plans, University Parkway at Waterview Boulevard Intersection, dated February 2015, Signed and Sealed. (18 pages)

(Project 6076260)

Exhibit B
Title(s) of Specifications

1. Special Provisions, dated March 13, 2015
(19 pages)

2. Technical Special Provision for System
Auxiliaries, Uninterruptible Power Source
dated March 10, 2015, Signed and Sealed
(6 pages)

Exhibit B

Title(s) of Specifications / Permits

1. **Special Provisions, dated March 13, 2015
(19 pages)**

2. **Technical Special Provision for System
Auxiliaries, Uninterruptible Power Source
dated March 10, 2015, Signed and Sealed
(6 pages)**

3. **Southwest Florida Water Management District
Exemption to Environmental Resource Permit
(ERP) dated January 9, 2015
(6 pages)**

EXHIBIT "C"
AFFIDAVIT OF NO CONFLICT

COUNTY OF _____,

STATE OF _____,

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

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

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

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

Affiant makes this affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement for

Signature

Print Name

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

[Notary Seal]

Notary Public

My commission expires: _____

Notary Signature

Print Name

Personally Known _____ or Produced Identification _____

Type of Identification Produced _____

Exhibit D
Contractor's Certificate(s) of Insurance

Exhibit E
Contractor's Payment and Performance Bond

Exhibit F
Standard Forms

1. Application for Payment (1 page)
2. Certification of Substantial Completion (1 page)
3. Final Reconciliation, Warranty Period Declaration
and Contractor's Affidavit (2 pages)
4. Contract Change Order (2 pages)
5. Public Construction Bond (3 pages)

Exhibit F - Standard Forms

<p align="center">APPLICATION FOR PAYMENT</p> <p>Project: _____ From: _____ To: _____</p>	<p>Request No.: _____ Project No.: _____ Purchase Order No.: _____ County Bid No.: _____ Consultant: _____</p>
---	---

CONTRACT PAYMENT SUMMARY

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

CONTRACTOR'S AFFIDAVIT OF NOTICE

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

<p>NOTARY:</p> <p>State of Florida, County of _____</p> <p>Given to (or returned) and subscribed before me this _____ day of _____ by _____</p> <p align="center">(Place of witnessing noted)</p> <p>_____ (Signature of Notary Public - State of Florida) Print, Type or Stamp Complete Name of Notary Public</p> <p>Personally Known _____ or Produced Identification _____ Type of Identification Produced: _____</p>	<p>CONTRACTOR:</p> <p>_____ Name of person authorized to sign Affidavit of Notice</p> <p>_____ TITLE</p> <p>_____ Complete name, address and telephone no.</p> <p>_____ _____ _____</p>
--	---

VERIFICATION, RECOMMENDATION, CONCURRENCES AND APPROVALS
 (Signatures) (Date)

Committed verified by:	_____	_____
Consultant/Engineer:	_____	_____
Project Management:	_____	_____
Department Head:	_____	_____
Payment approved by the Board of County Commissioners:	_____	_____
Attested to by the Clerk of Circuit Court:	_____	_____

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

Project Title:	Date Submitted:
Contractor Data: Name: Address: City/State/Zip:	Project No:
	Warranty (months):

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

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

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

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

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

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

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

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

(Affiant Signature)

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

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

Personally Known or Produced Identification
Type of Identification Produced _____

<h2 style="margin: 0;">CONTRACT CHANGE ORDER</h2> <p style="margin: 0;">(For Adjustment Amounts Less Than \$1,000,000.)</p> <p style="margin: 0;">PROJECT: _____</p>		Change Order No.:	
		Contract Amount: (Present Value)	
		Project Number:	
NO. OF ITEM	DESCRIPTION OF ITEM AND CHANGE	DECREASE	INCREASE
1	<small>BY EXECUTION OF THIS CHANGE ORDER THE CONTRACTOR AGREES THAT ALL CLAIMS FOR ADDITIONAL CONTRACT TIME AND FEES FOR THE ITEMS IN THIS CHANGE ORDER HAVE BEEN SATISFIED.</small>		
		TOTAL DECREASE:	TOTAL INCREASE:
Contractor: _____ Address: _____ City / State: _____ Contractor Signature: _____ Date: _____		THE NET CHANGE OF ADJUSTS THE CURRENT CONTRACT AMOUNT FROM _____ TO _____ _____ CALENDAR DAYS ARE ADDED TO THE SCHEDULE WHICH CHANGES THE FINAL COMPLETION DATE TO MONTH, DAY, YEAR.	
RECOMMENDATION, CONCURRENCES AND APPROVALS			
		SIGNATURES	DATE
Consultant / Engineer		_____	_____
Project Manager:		_____	_____
Division Manager:		_____	_____
Manatee County Purchasing		_____	_____
Jeff Stralmsatter III, P.E., Project Management Division Manager Melissa M. Wendel, CPPO, Purchasing Official Authority to execute this contract per Manatee County Code, Chapter 2-28, and per the delegation by the County Administrator effective 1/28/2009			

JUSTIFICATION FOR CHANGE

Change Order No :

Project Number:

1. NECESSITY FOR CHANGE:

[Empty rectangular box for justification text]

2. Is change an alternate bid? (If yes, explain)

3. Does change substantially alter the physical size of the project? (if yes, explain)

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

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

**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. 15-1222-OV with the County for the project titled University Parkway at Waterview Boulevard, Intersection Improvements (Project No.: 6086260), 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. 15-1222-OV, between Principal and County for construction of

University Parkway at Waterview Boulevard, Intersection Improvements (Project No.: 6086260),

(Title of Project)

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

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

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

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

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

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

DATED ON _____

CONTRACTOR AS PRINCIPAL

SURETY

Company Name

Company Name

Signature

Signature

Print Name & Title

Print Name & Title

(Corporate Seal)

(Corporate Seal)

AGENT or BROKER

Company Name

Address

Telephone

Licensed Florida Insurance Agent? Yes No

License #: _____

State of: _____

County of: _____

City of: _____

ATTACHMENT A / IFB #15-1222-OV
BIDDER'S QUESTIONNAIRE
(Submit in Duplicate)

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

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID

1. Contact Information:

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

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

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

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

For how many years? _____

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

Is this firm in bankruptcy? _____

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

BIDDER: _____

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

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

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

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

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

BIDDER: _____

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

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

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

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

Surety's Name:

Address:

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

Agent's Name:

Address:

Phone:

Email:

BIDDER: _____

ATTACHMENT B / IFB#15-1222-OV
PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

**SWORN STATEMENT PURSUANT TO ARTICLE V,
MANATEE COUNTY PROCUREMENT CODE**

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

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

_____ [Print individual's name and title]

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

whose business address is _____

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

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

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

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

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

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

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

ATTACHMENT B
PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

(Continued)

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

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

[Signature]

STATE OF FLORIDA
COUNTY OF _____

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

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

Notary Public Signature My commission expires _____

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

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

**ATTACHMENT C
SWORN STATEMENT
THE FLORIDA TRENCH SAFETY ACT**

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

1. This Sworn Statement is submitted with **IFB NO.15-1222-OV**
2. This Sworn Statement is submitted by _____ whose business address is _____ and, if applicable, its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____.
3. Name of individual signing this Sworn Statement is: _____, Whose relationship to the above entity is: _____.
4. The Trench Safety Standards that will be in effect during the construction of this project shall include, but are not limited to: Laws of Florida, Chapters 90-96, TRENCH SAFETY ACT, and OSHA RULES AND REGULATIONS 29 CFR 1926.650 Subpart P, effective October 1, 1990.
5. The undersigned assures that the entity will comply with the applicable Trench Safety Standards and agrees to indemnify and hold harmless Owner and Engineer, and any of their agents or employees from any claims arising from the failure to comply with said standard.
6. The undersigned has appropriated the following costs for compliance with the applicable standards:

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

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

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

(AUTHORIZED SIGNATURE / TITLE)

SWORN to and subscribed before me this _____ day of _____, 20_____.
(Impress official seal)

Notary Public, State of Florida: _____

My commission expires: _____



R. B. "Chips" Shore

CLERK OF THE CIRCUIT COURT AND COMPTROLLER OF MANATEE COUNTY

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

ATTACHMENT D: E PAYABLES APPLICATION

Company name _____

Contact person _____

Phone number _____

Email Address _____

FINANCE USE ONLY

Open orders: YES or NO

PEID _____

CREATE DATE _____

CONFIRMED WITH _____

Name and phone number

IFAS _____

BANK _____

INITIALS _____

Return completed form to:

Via email to: lori.bryan@manateeclerk.com

Via fax to: (941) 741-4011

Via mail:

PO Box 1000

Bradenton, FL 34206

"Pride in Service with a Vision to the Future"

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