



**INVITATION FOR BID
IFB # 14-2544CD
REHABILITATION OF MASTER LIFT STATION- 1M**

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

NON-MANDATORY INFORMATION CONFERENCE

In order to ensure all prospective bidders have sufficient information and understanding of County's needs, an Information Conference will be held at: **9:00 AM on September 26, 2014** at the **Manatee County Administration Center, Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.** Attendance is not mandatory, but is highly encouraged.

DEADLINE FOR CLARIFICATION REQUESTS: **5:00 PM on October 6, 2014**
Reference Bid Article A.06

BID OPENING TIME AND DATE DUE: **3:00 PM on October 16, 2014**

FOR INFORMATION CONTACT:

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(941) 749-3048

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Manatee County Financial Management Department
Purchasing Division

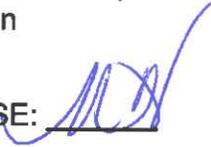
AUTHORIZED FOR RELEASE: 

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SECTION A
INFORMATION TO BIDDERS

A.01 OPENING LOCATION

Sealed bids will be **publicly opened** at the **Manatee County Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, Florida 34205** in the presence of County 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 #14-2544CD- Rehabilitation of Master Lift Station- 1M**" along with your company name.

For your convenience, a mailing label is provided with this Invitation for Bid 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 Invitation for Bid (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. County 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 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 County 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 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. County will provide each bidder access to the site(s) to conduct such explorations and tests.

Bidder shall fill all holes, clean up and restore the 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 County unless otherwise provided in the IFB documents.

Inspection of the site(s) is **a requirement** to be considered for award of this bid. Prior to submitting a bid, each bidder shall examine the site(s) and all conditions thereon fully familiarizing themselves with the full scope of the Work. Failure to become familiar with site conditions will in no way relieve the successful bidder from the necessity of furnishing any materials or performing any work that is required to complete the project in accordance with the plans and specifications. 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 County in evaluating the request to modify the IFB documents. County 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. County shall not be responsible for oral interpretations given by any County employee, representative, or others.

5:00 PM on October 6, 2014 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, County 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 any agent, representative or person acting at the request of such bidder shall not contact, communicate with or discuss any matter relating in any way to the 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 the act of carbon copying officers, agents or employees of Manatee County on all correspondence, including email correspondence. This requirement begins with the issuance of an IFB and ends upon execution of 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

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

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

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

A.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 County.

A.12 BID EXPENSES

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

A.13 RESERVED RIGHTS

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

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

To be responsive, a bidder shall submit a bid which conforms in all material respects to the requirements set forth in the 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, County reserves the right to make such investigation as it deems necessary to determine the ability of any bidder to furnish the service requested. Information County deems necessary to make this determination shall be provided by the bidder. Such information may include, but shall not be limited to current financial statements, verification of availability of equipment and personnel, and past performance records.

A.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 Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, 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 County that all statements made and materials submitted are truthful, with no relevant facts withheld. If a bidder is determined to have been untruthful in 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 Florida Statute § 287.133, 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 Florida Statutes § 287.017 for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted list.

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

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

A.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 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 County.

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

A.20 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.21 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.22 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.23 AMERICANS WITH DISABILITIES ACT

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

A.24 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, County 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.25 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.26 MATHEMATICAL ERRORS

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

A.27 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, County will receive bids at the time and date stated and will make public at the opening the names of the business entities of all that submitted a bid and any amount presented as a total offer without any verification of the mathematics or the completeness of the bid.

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

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

- a. keep and maintain public records that ordinarily and necessarily would be required by County in order to perform the service;
- b. provide the public with access to public records on the same terms and conditions that County 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; and
- d. meet all requirements for retaining public records and transfer, at no cost, to County 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 County in a format that is compatible with County's information technology systems.

A.28 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 County** 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 County of any changes affecting same.

A.29 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 County to provide timely notification of quotation, bid and proposal opportunities to your business.

A.30 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, GENERAL TERMS AND CONDITIONS, GENERAL CONDITIONS, OR FORM OF CONTRACT, WHICH VARY FROM THE INFORMATION TO BIDDERS, SHALL HAVE PRECEDENCE.

END OF SECTION A

SECTION B
SCOPE OF WORK

B.01 SCOPE OF WORK

The Work included in this Bid consists of the rehabilitation of the master station wet well. Major tasks are removal and replacement of the existing surface protection liner, repair of all concrete damage under the liner, replacement of the comminutor, furnish and install explosion proof LED lights, channel stop gates, floor grates, gas tight access hatch, and all associated fixtures, panels, equipment, etc. This project will include by-pass pumping and work in a confined space.

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

The Successful Bidder shall furnish all Shop Drawings, working drawings, labor, materials, equipment, tools, services and incidentals necessary to complete all Work required by these Specifications.

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

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

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

Any potential Bidder wishing to conduct a site visit shall contact Steve Nail at (941)-792-8811 ext 5378 or Nick Wagner at (941)-792-8811 ext 5377, between the hours of 8:00 AM and 2:00 PM Monday thru Friday, for coordination of the site visit.

END OF SECTION B

SECTION C
BID SUMMARY

C.01 MINIMUM QUALIFICATIONS OF BIDDERS

No person who is not certified or registered as a General Contractor or Underground Utility Contractor pursuant to Florida Statutes, Chapter 489 on the day the bid is submitted, and who has continuously held that certification or registration for a period of at least three (3) consecutive years immediately prior to the day the bid is submitted, may be qualified to bid on this 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 Florida Statutes § 489.119(2), 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 Florida Statutes § 489.119, and that Qualifying Agent has been the same Qualifying Agent of the bidder for a period of at least three (3) consecutive years immediately prior to the day the bid is submitted.

C.02 ENGINEER'S ESTIMATE

The construction cost estimate for this Work is **\$532,862.50**, which is based on the original scope of work and drawings issued. Changes to the scope of work by addenda to this bid subsequent to the original documents may not be accounted for in this construction cost estimate.

C.03 BASIS OF AWARD

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

Two schedules for completion of Work shall be considered. Each bid for completion by the specified stated time shall be offered as a separate "total offer". 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.

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

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

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

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

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

END OF SECTION C

SECTION D
GENERAL TERMS & CONDITIONS

D.01 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 County. (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).

D.02 ASSIGNMENT OF AGREEMENT

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

D.03 COMPLETION OF WORK

The Work will be completed and ready for final inspection within the specified calendar days from the date the contract time commences to run. Two bids shall be considered, **Bid "A"** based on 140 calendar days and **Bid "B"** based on 180 calendar days. 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.**

D.04 LIQUIDATED DAMAGES

If the successful bidder refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will hinder its completion within the time specified, County may seek damages. The actual damages for delay will be impossible to determine and in lieu thereof, the successful bidder shall pay to County the sum of **\$1,742** as fixed, agreed, and liquidated damages for each calendar day of the delay until the Work is finally accepted by County and the successful bidder.

D.05 PAYMENT

Successful bidder may apply for partial payment on monthly estimates, based on the amount of the Work done or completed in compliance with the provisions of the resulting Agreement. Successful bidder shall submit an application, on a standard pay application form provided or approved by County, of an approximate estimate of the proportionate value of the Work done, items and locations of the Work performed up to and including the last day of the period then ending.

County will then review said estimate and make any necessary revisions so that the estimate can receive approval for payment. If the successful bidder and County do not agree on the approximate estimate of the proportionate value of the Work done for any pay period, the determination of County will be binding. The amount of said estimate after deducting any required retainage and all previous payments shall be due and payable to the successful bidder, twenty (20) business days if County is its own Engineer of Record (EOR) or twenty-five (25) business days if outside agent approval is required after the pay estimate has been approved by the agent for County.

In accordance with the Prompt Payment Act, Florida Statutes § 218.735(7), a punch list shall be formulated. Time allowed for development of punch list:

- a. Awarded agreements with an estimated cost of less than \$10 million will be within thirty (30) calendar days after reaching substantial completion.
- b. Awarded agreements with a cost of \$10 million dollars or more will be within thirty (30) calendar days OR if extended by Agreement, up to sixty (60) calendar days after reaching substantial completion.

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

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

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

Successful bidder agrees to furnish an affidavit stating that all laborers, material men, and subcontractors have been paid for Work covered by the application for payment and that a partial or complete release of lien, as may be necessary, be properly executed by the material men, laborers, subcontractors for Work covered by the application for payment, sufficient to secure County from any claim whatsoever arising out of the aforesaid Work. When the successful bidder has completed the Work in compliance with the terms of the Agreement, he shall notify County in writing that the Work is ready for final inspection.

County will then advise successful bidder as to the arrangements for final inspection and what Work, if any, is required to prepare the Work or a portion thereof for final inspection. When County determines the Work or portion thereof is ready for final inspection, County shall perform same. Upon completion of final inspection, County will notify successful bidder of all particulars in which this inspection reveals that the Work is incomplete or defective. Successful bidder shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies. When all such errors have been corrected, a final re-inspection will be made.

The process will be repeated until, in the opinion of County, the Work has been completed in compliance with the terms of the IFB Documents.

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

D.06 CONTRACT CONTINGENCY WORK

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

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

Appropriate uses of contract contingency include increases to existing bid item quantities that do not change the initial scope of work, which may be directed by 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 price and contract time, and adding bid items not previously contemplated that change the initial scope of work.

D.07 RETAINAGE

Retainage of 10% of the total Work in place shall be withheld until 50% complete. After 50% completion, the retainage shall be reduced to 5% of the total Work in place until final completion and acceptance of the Work by County. Upon final acceptance, the remaining retainage shall be included in the final payment.

D.08 PROGRESS REQUIREMENTS

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

D.09 WARRANTY AND GUARANTEE PROVISIONS

All Work, materials, and equipment furnished as defined herein shall be guaranteed and warranted by the successful bidder for a minimum period of three (3) years, unless otherwise specified, from final acceptance by County to be free from defects due either to faulty materials or equipment or faulty workmanship.

All materials, equipment, and workmanship furnished and installed by the successful bidder is warranted and guaranteed by the successful bidder to meet the required standards and to accomplish the purposes and functions of the Work as defined, detailed, and specified herein.

County shall, following discovery thereof, promptly give written notice to the successful bidder of faulty materials, equipment, or workmanship within the period of the guarantee and the successful bidder shall promptly replace any part of the faulty equipment, material, or workmanship at his own cost. These warranty and guarantee provisions create no limitations on County as to any claims or actions for breach of guaranty or breach of warranty that County might have against parties other than the successful bidder, and do not constitute exclusive remedies of County against the successful bidder.

D.10 MATERIALS AND WORKMANSHIP

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

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

D.11 PROJECT CLOSE-OUT

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

When County determines the Work is acceptable in accordance with the IFB documents, successful bidder shall provide the close out submittals, including but not necessarily limited to the following:

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

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

D.12 ROYALTIES AND PATENTS

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

D.13 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 County's sole discretion, be deemed a material breach of the resulting Agreement, and shall constitute grounds for County's immediate termination of the resulting Agreement.

D.14 REGULATIONS

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

D.15 CANCELLATION

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

D.16 INDEMNIFICATION

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

D.17 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 County for each bid item from any of the bidders; and the bidder shall respond within five (5) days after the date of such request. Such list shall be accompanied by an experience statement with pertinent information regarding similar Work and other evidence of qualification for each such subcontractor, supplier, persons or organization if requested by County. If County, after due investigation, has reasonable objection to any proposed subcontractor, supplier, other person or organization, County may, before the notice of intent to award is given, request the successful bidder to submit an acceptable substitute without an increase in contract price or contract time.

If successful bidder declines to make any such substitution, County may award the resulting Agreement to the next lowest qualified bidder that proposes to use acceptable subcontractors, suppliers, and other persons who County 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 County for the proper completion of all Work to be executed under the resulting Agreement.

D.18 E-VERIFY

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

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

The successful bidder shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the successful bidder during the term of the Agreement; and

The successful bidder shall expressly require any subcontractors performing work or providing services pursuant to the state contract to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Agreement.

D.19 NO DAMAGES FOR DELAY

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

D.20 NO INTEREST

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

D.21 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.

END OF SECTION D

SECTION E
GENERAL CONDITIONS

ARTICLE 1. DEFINITIONS

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

Addendum - Written or graphic instruments issued prior to the opening of Bids which clarify or change the Bid Documents.

Administrative Contract Adjustment (ACA) – A minor change to a Contract, which is less than 10% of the Contract Price or less than 20% of the Contract Time, and does not require Board approval. (Reference Resolution R-07-189)

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

Award - Acceptance of the Bid from the person, firm, or corporation which in the County's sole and absolute judgment will under all circumstances best serve the public interest. Award shall be made in accordance with Chapter 2-26 of the Manatee County Code.

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

Bid Bond – An insurance agreement, accompanied by a monetary commitment, by which a third party (the Surety) accepts liability and guarantees that the Bidder will not withdraw the Bid.

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

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

Bid Summary – Specifications or scope of Work that specifically describes the Work to be done for this Project.

Bond Rider – A Bond Rider increases the Performance Bond coverage to ensure responsibility of the Contractor in executing the Work for the County in consideration of the increased value resulting from an approved change in the Contract amount.

Change Order - A document recommended by the Project Representative which is signed by Contractor and County and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Contract.

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

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

Contract Contingency - A monetary allowance used at the County's discretion, which is part of the total sum of the Contract that allows for minor changes in the Contract that do not change the initial Scope of Work, including Contract Price and Contract Time.

Contract Documents - The Contract, Invitation for Bid in its entirety, Public Construction Bond Form and Insurance Certificate(s), Drawings/Plans, Addenda (which pertain to the Bid Documents), Contractor's Bid Form (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award), and Reports, together with all written Change Orders and other documents amending, modifying or supplementing the Contract Documents issued on or after the Effective Date of the Contract.

Contract Price - The monies payable by County to Contractor under the Contract Documents as stated in the Contract.

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

Contractor - The person, firm or corporation with whom County has entered into a Contract.

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

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

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

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

Engineer – Licensed professional who is responsible for the preparation, signing, dating, sealing and issuing of any engineering document(s) for any engineering service or Work.

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

Field Directive - A written order issued by an authorized County Representative which approves changes in the Work, but does not involve a change in the initial Scope of Work, including the Contract Price and the Contract Time. A Field Directive must be issued by an authorized County Representative to authorize use of Contract Contingency funds.

Final Completion – The Work (including items defined on the Punch List) has been completed, accepted in writing by the County, approved as-builts have been received, and is ready for final payment.

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

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

Information (Pre-Bid) Conference – A meeting held by the Purchasing Division with potential Bidders, prior to the opening of the solicitation, for the purpose of answering questions, clarifying ambiguities, and responding to general issues in order to establish a common basis for understanding all of the requirements of the solicitation; may result in the issuance of an Addendum.

Material Breach – A substantial failure in the performance of the Contract, as to give the affected party the right to remedies available in the Contract.

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

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

Notice of Intent to Award - The written notice to the apparent Successful Bidder stating Award has been recommended with final Award to be authorized by the Purchasing Official or Board of County Commissioners, as appropriate.

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

Payment Bond – An instrument, issued by a Surety that guarantees that Subcontractors will be paid for labor expended on the Contract.

Performance Bond – An instrument executed subsequent to Award by the successful Contractor that protects the County from loss due to Contractor's inability to complete the Contract as agreed.

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

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

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

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

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

Punch List – A list of minor deficiencies or additional Work that does not prohibit achieving Substantial Completion yet must be completed before Final Completion of the Contract can be achieved.

Retainage – A certain percentage, identified in the solicitation document, is withheld from payment due to the Contractor until the Work is fully completed and accepted by County.

Schedule of Values – In the case of a total, lump sum Bid, unit prices shall be established for this Contract by the submission of a Schedule of Values. In the case of an itemized Bid, unit prices are the prices bid. The Contractor shall submit a Schedule of Values within ten (10) days of Notice to Proceed date. The schedule shall include quantities and prices of items equaling the Total Offer and will subdivide the Work into components in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work. Upon request of the County, the Contractor shall support the values with data which will substantiate their correctness.

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

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

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

Substantial Completion - The stage in the progress of the Work (or a specified portion thereof) is sufficiently complete in accordance with the Contract Documents so the Work (or a specified portion thereof) can be utilized for the intended purpose.

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

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

Surety – A pledge or guarantee by an insurance company, bank, individual or corporation on behalf of the Bidder which protects against default or failure of the principal to satisfy the contractual obligations.

Underground Facilities - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments and any encasement containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

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

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

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

Written Amendment - A Written Amendment of the Contract Documents, signed by County and Contractor on or after the Effective Date of the Contract and normally dealing with the non-engineering or non-technical rather than strictly Work related aspects of the Contract Documents.

ARTICLE 2. PRELIMINARY MATTERS

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

- 2.1 The Contractor must submit a proposed schedule of the Work at the Preconstruction Conference. The purpose of this schedule is to enable the County to govern the Work, to protect the functions of the local government and its citizens and to aid in providing appropriate surveillance. The County shall have the right to reschedule Work provided such rescheduling is in accordance with the remainder of the terms of the Contract. The schedule shall show, as a minimum, the approximate dates on which each segment of the Work is expected to be started and finished, the proposed traffic flows during each month, the anticipated earnings by the Contractor for each month and the approximate number of crews and equipment to be used. The County, after necessary rescheduling and obtaining additional information for specific

purposes, shall review and approve the schedule. The Contractor shall also forward to the County, 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 County's review and approval. In addition, more detailed schedules may be required by the County for daily traffic control.

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

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

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

Should a conflict exist within the Contract Documents, the precedence in order of authority is as follows: 1) Bid Summary, 2) Special Conditions, 3) General Conditions, and 4) Drawings.

Note: Computed dimensions shall govern over scaled dimensions.

- 3.2 It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for in the Contract Documents. 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 County, Contractor or Engineer, or any of their agents or employees from those set forth in the Contract Documents.
- 3.3 The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:
- 3.3.1 A Written Amendment
 - 3.3.2 A Change Order
 - 3.3.3 An Administrative Contract Adjustment (ACA)
 - 3.3.4 A Work Directive Change
- 3.4 In addition, the requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized in one or more of the following ways:
- 3.4.1 Contract Contingency Work – Field Directive
 - 3.4.2 Engineer's approval of a Shop Drawing or sample

ARTICLE 4. CONTRACTOR'S RESPONSIBILITIES

- 4.1 Contractor shall keep on the Work at all times during its progress a competent resident superintendent; who shall be the Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.
- 4.2 Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract

Documents. Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours and Contractor will not permit overtime Work or the performance of Work on Saturday, Sunday or legal holiday without County's written consent given after prior notice to Engineer (at least seventy-two (72) hours in advance).

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

governmental charges and inspection fees necessary for the prosecution of the Work.

- 4.7 During the progress of the Work, Contractor shall keep the premises free from accumulation of waste materials rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials and shall leave the site clean and ready for occupancy by County. Contractor shall restore to original conditions all property not designated for alteration by the Contract Documents.
- 4.8 Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.
- 4.9 Safety and Protection: Contractor shall comply with the Florida Department of Commerce Safety Regulations and any local safety regulations. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:
 - 4.9.1 all employees on the Work and other persons and organizations who may be affected thereby;
 - 4.9.2 all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
 - 4.9.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.
 - 4.9.4 Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for the protection required by public authority or local conditions. Contractor shall provide reasonable maintenance of traffic way for the public and preservation of the County's business, taking into full consideration all local conditions. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed.

- 4.10 Emergencies: In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from Engineer or County, is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variation.
- 4.11 For substitutes not included with the Bid, but submitted after the Effective Date of the Contract, Contractor shall make written application to Engineer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will also contain an itemized estimate of all costs and delays or schedule impacts that will result directly or indirectly from review, acceptance and provisions of such substitute, including costs of redesign and claims of other Contractors affected by the resulting change, all of which will be considered by the Engineer in evaluating the proposed substitute. Engineer may require Contractor to furnish at Contractor's expense, additional data about the proposed substitute. In rendering a decision, County/Engineer and Contractor shall have access to any available Float or Slack Time in the construction schedule. In the event that substitute materials or equipment not included as part of the Bid, but proposed after the Effective Date of the Contract, are accepted and are less costly than the originally specified materials or equipment, then the net difference in cost shall be credited to the County and an appropriate Change Order executed.
- 4.11.1 If a specific means, method, sequence, technique or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to Engineer if Contractor submits sufficient information to allow Engineer to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents.
- 4.11.2 Engineer will be allowed a reasonable time within which to evaluate each proposed substitute. Engineer will be the sole judge of acceptability and no substitute will be ordered, installed or utilized without Engineer's prior written acceptance which will be evidenced by either a Change Order or an approved shop drawing. County may require Contractor to furnish at Contractor's expense a special performance guarantee or other Surety with respect to any substitute.

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

ARTICLE 5. COUNTY'S RESPONSIBILITIES

- 5.1 County shall furnish the data required of County under the Contract Documents promptly and shall make payments to the Contractor within a reasonable time after the Work has been accepted by the County. Payment shall be made no more than twenty (20) business days if County is its own Engineer of Record or twenty-five (25) business days if outside agent approval is required after the pay estimate has been approved by the agent for the County. 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 County/Engineer. Standard County forms shall be utilized.
- 5.2 The County shall provide the lands upon which the Work under this Contract is to be done, except that the Contractor shall provide all necessary additional land required for the erection of temporary construction facilities and storage of his materials, together with right of access to same.
- 5.3 The County shall have the right to take possession of and use any completed portions of the Work, although the time for completing the entire Work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents.

ARTICLE 6. CHANGES IN THE WORK

- 6.1 Without invalidating the Contract and without notice to any Surety, County may, at any time, order additions, deletions or revisions in the Work. These will be authorized by a Written Amendment, a Change Order, or a Work Directive Change. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- 6.2 Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented.
- 6.3 County and Contractor shall execute appropriate Change Orders, or Written Amendments, covering changes in the Work which are ordered by County, or which may be required because of acceptance of defective Work.
- 6.4 At any time Engineer may request a quotation from Contractor for a proposed change in the Work and within twenty-one (21) calendar days after receipt, Contractor shall submit a written and detailed proposal for an increase or decrease in the Contract Price or Contract Time for the proposed change. Engineer shall have twenty-one (21) calendar days after receipt of the detailed proposal to respond in writing. The proposal shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in

sufficient detail to reasonably permit an analysis by Engineer of all material, labor, equipment, subcontracts, overhead costs and fees, and shall cover all Work involved in the change, whether such Work was deleted, added, changed or impacted. Notwithstanding the Request for Quotation, Contractor shall carry on the Work and maintain the progress schedule. Delays in the submittal of the written and detailed proposal will be considered non-prejudicial.

ARTICLE 7. CHANGE OF CONTRACT PRICE

- 7.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at his expense without change in the Contract Price.
- 7.2 The Contract Price may only be changed by Change Order or by a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party. Notice of the amount of the claim with supporting data shall be delivered within ten (10) days from the beginning of such occurrence and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event.
- 7.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways, at the County's discretion:
- 7.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, cost will be determined by application of such unit prices to the quantities of the items involved.
- 7.3.2 By mutual acceptance of lump sum.
- 7.3.3 On the basis of the cost of the Work, plus a 15% Contractor's fee for overhead and profit. (Contractor shall submit an itemized cost breakdown together with supporting data.)
- 7.4 Either County or Contractor may make a claim for an adjustment in the Contract Price. The unit price of an item of Unit Price Work shall be subject to re-evaluation and adjustment under the following conditions:
- 7.4.1 If the total cost of a particular item of Unit Price Work amounts to 5% or more of the Contract Price and the variation in the quantity of the particular item of Unit Price Work performed by Contractor differs by more than 15% from the estimated quantity of such item indicated in the Contract; and

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

ARTICLE 8. CHANGE OF CONTRACT TIME

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

ARTICLE 9. WARRANTY, TEST/INSPECTION, CORRECTION

- 9.1 Contractor warrants, for a minimum period of three (3) years or as otherwise stated herein, and guarantees to County that all Work will be in accordance with the Contract Documents and will not be defective; that County, representatives of County, and governmental agencies with jurisdictional interests will have access to the Work at reasonable time for their observation, inspecting and testing (Contractor shall give Engineer timely notice of readiness of the Work for all required approvals and shall assume full responsibility, including costs, in obtaining required tests, inspections, and approval certifications and/or acceptance, unless otherwise stated by County).
- 9.2 If any Work (including work of others) that is to be inspected, tested, or approved is covered without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice. Neither observations by

Engineer nor inspections, tests, or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

- 9.3 If the Work is defective, or Contractor fails to supply sufficient skilled workers, or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof and terminate payments to the Contractor until the cause for such order has been eliminated. Contractor shall bear all direct, indirect and consequential costs for satisfactory reconstruction or removal and replacement with non-defective Work, including, but not limited to fees and charges of engineers, architects, attorneys and other professionals and any additional expenses experienced by County due to delays to other Contractors performing additional Work and an appropriate deductive Change Order shall be issued. Contractor shall further bear the responsibility for maintaining schedule and shall not be entitled to an extension of the Contract Time and the recovery of delay damages due to correcting or removing defective Work.
- 9.3.1 If Contractor fails within seven (7) days after written notice to correct defective Work, or fails to perform the Work in accordance with the Contract Documents, or fails to comply with any other provision of the Contract Documents, County may correct and remedy any such deficiency to the extent necessary to complete corrective and remedial action. County 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 County has paid Contractor but which are stored elsewhere. All direct and indirect costs of County in exercising such rights and remedies will be charged against Contractor in an amount approved as to reasonableness by Engineer and a Change Order will be issued incorporating the necessary revisions.
- 9.3.2 If within three (3) years after the date of completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to County and in accordance with County's written instructions, either correct such defective Work or if it has been rejected by County, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instruction, County may have the defective Work corrected or removed and all direct, indirect and consequential costs of such removal and replacement will be paid by Contractor.

ARTICLE 10. SUSPENSION OR TERMINATION OF WORK

- 10.1 County reserves the right to suspend the Work, or any portion thereof, at any time without cause for a period not to exceed ninety (90) days by written notice to Contractor, which will fix the date on which Work will be resumed. Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if Contractor makes an approved claim therefore.
- 10.1.1 If Work is suspended by County for a period that exceeds ninety (90) days; or if Work is suspended by an order of court or other public authority; or if County fails to pay Contractor, then Contractor may, upon seven (7) days written notice to County, terminate the Contract and recover payment for all Work executed.
- 10.1.2 In lieu of terminating the Contract, if the Engineer has failed to act on any Application for Payment or County has failed to make any payment as aforesaid, Contractor may, upon seven (7) days written notice to County, stop the Work until payment of all amounts then due have been received.
- 10.2 County reserves the right, after giving seven (7) days written notice, to terminate this Contract if:
- 10.2.1 Contractor persistently fails to perform the Work in accordance with the Contract Documents;
- 10.2.2 Contractor disregards laws or regulations of any public body having jurisdiction;
- 10.2.3 Contractor commences a voluntary case under any chapter of the Bankruptcy Code or any similar action by filing a petition under any other federal or state law relating to bankruptcy or insolvency;
- 10.2.4 Contractor has a petition filed against them under any chapter of the Bankruptcy Code or similar relief under any other federal or state law;
- 10.3 County may exclude Contractor from the site and take possession of the Work and of all Contractor's tools, construction equipment and machinery at the site and use same to the full extent they could be used (without liability to Contractor for trespass or conversion); incorporate in the Work all materials and equipment stored at the site or for which County has paid Contractor but which are stored elsewhere, and finish the Work as County may deem expedient.
- 10.3.1 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.

- 10.3.2 If the direct, indirect and consequential costs of completing the Work exceed the unpaid balance of the Contract Price, Contractor shall pay the difference to County. Such costs incurred by County shall be verified by County and incorporated in a Change Order; but in finishing the Work, County shall not be required to obtain the lowest figure for the Work performed. Contractor's obligations to pay the difference between such costs and such unpaid balance shall survive termination of this Contract.
- 10.4 In the event sufficient budgeted funds are not available for a new fiscal year, County shall notify Contractor of such occurrence and Contract shall terminate on the last day of the current fiscal year without penalty or expense to County.
- 10.5 Failure of Contractor to comply with any of the provisions of this Contract shall be considered a Material Breach of Contract and shall be cause for immediate termination of Contract at the discretion of County.
- 10.6 In addition to all other legal remedies available to County, County reserves the right to terminate and obtain from another source, any commodities or services which have not been delivered within the Contract Time as stated in the Contract Documents.

ARTICLE 11. CONTRACT CLAIMS & DISPUTES

- 11.1 Except as otherwise provided herein, any dispute arising under this Contract shall be decided by the Purchasing Official in accordance with Section 2-26-63 of the Manatee County Code subject to an administrative hearing process provided in 2-26-64. The decision of the Board of County Commissioners in accordance with Section 2-26-64 of the Manatee County Code shall be the final and conclusive County decision subject to exclusive judicial review in the circuit court by a petition for certiorari.

ARTICLE 12. RESIDENT PROJECT REPRESENTATIVE - DUTIES, RESPONSIBILITIES

- 12.1 The Resident Project Representative is the Engineer's Agent, who will act as directed by and under the supervision of the Engineer, and who will confer with County regarding his actions. Resident Project Representative's dealing in matters pertaining to the on-site Work shall, in general, be only with the County and Contractor and dealings with Subcontractors shall only be through or with the full knowledge of Contractor.
- 12.2 Resident Project Representative will:
- 12.2.1 Review the progress schedule, schedule of shop drawing submissions and Schedule of Values prepared by Contractor and consult with County concerning their acceptability.

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

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

12.2.21 Conduct final inspection in the company of County and/or Engineer and Contractor and prepare a Punch List of items to be completed or corrected. Reference Florida Statutes § 218.735(7).

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

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

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

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

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

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

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

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

12.3.7 Shall not participate in specialized field or laboratory tests.

ARTICLE 13. APPRENTICES

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

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

END OF SECTION E

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

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

ARTICLE 1. WORK

CONTRACTOR shall furnish all labor, materials, supplies, and other items required to complete the Work for **IFB #14-2544CD- Rehabilitation of Master Lift Station- 1M** in strict accordance with Contract Documents and any duly authorized subsequent Addenda thereto, all of which are made a part hereof.

ARTICLE 2. COMPENSATION

As compensation to CONTRACTOR, COUNTY shall pay and CONTRACTOR will accept as full consideration for the performance of all Work required by **IFB #14-2544CD- Rehabilitation of Master Lift Station- 1M**, subject to additions and deductions as provided therein, the sum of **\$XXXXX** for Bid "**??**" based on a completion time of **??** calendar days.

ARTICLE 3. LIQUIDATED DAMAGES

Time is of the essence in this CONTRACT. As of the date of this CONTRACT, the damages that will be suffered by COUNTY in the event of CONTRACTOR'S failure to timely complete the Work are impossible to determine. In lieu thereof, it is agreed that if CONTRACTOR fails to achieve Final Completion of the Work within **??** calendar days of issuance of the Notice to Proceed (accounting, however, for any extensions of time granted pursuant to approved Change Orders), CONTRACTOR shall pay to COUNTY, as liquidated damages (and not as a penalty), the sum of **\$1742** per calendar day for

each day beyond ?? days until CONTRACTOR achieves Final Completion. COUNTY shall have the option of withholding said liquidated damages from any pay application(s) thereafter submitted by CONTRACTOR. Alternatively, CONTRACTOR shall immediately pay said sums to COUNTY upon COUNTY'S demand for same.

ARTICLE 4. ENGINEER

The COUNTY of MANATEE, Public Works Department, is responsible as COUNTY and Manatee County Utility Engineering Division as "ENGINEER," designed this Project and is responsible for technical/engineering reviews and decisions. The ENGINEER is a member of COUNTY'S Project Management team which is collectively responsible for ensuring the Work is completed in accordance with the Contract Documents.

All communications involving this Project will be addressed to: Sherri Robinson, Assessment Coordinator, Public Works Department and to the Engineer of Record, Shea Shoun, P.E., Public Works Department. All invoicing will be addressed to the attention of: Sherri Robinson (address noted below) with invoice copies sent to Shea Shoun, P.E. (address noted below).

Manatee County Public Works Dept.
IFB# 14-2544CD
Attention: Sherri Robinson
Assessment Coordinator
1022 26th Avenue East
Bradenton, Florida 34208
Phone (941) 708-7450 ext. 7334

Manatee County Public Works Dept.
IFB# 14-2544CD
Attn: Shea Shoun, PE
Sr. Project Engineer
1022 26th Avenue East
Bradenton, Florida 34208
Phone (941) 708-7463 ext. 7661

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

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

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

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

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

ARTICLE 6. CONTRACT DOCUMENTS

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

- 6.1 This CONTRACT and Bid Document **IFB #14-2544CD**
- 6.2 Invitation for Bid #14-2544CD, in its entirety
- 6.3 Public Construction Bond Form and Insurance Certificate(s)
- 6.4 Drawings/Plans (not attached)
- 6.5 Addendum number ?? to ?? inclusive
- 6.6 CONTRACTOR'S Bid Form
- 6.7 Reports
- 6.8 The following, which may be delivered or issued after the Effective Date of the CONTRACT and are not attached hereto: all written Change Orders and other documents amending, modifying, or supplementing the Contract Documents.

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

ARTICLE 7. DISPUTE RESOLUTION

Disputes shall be resolved as follows: good faith negotiations by the designated agents of the parties and if not resolved by such designated agents, CONTRACTOR shall submit its claim, with the basis for the dispute, in writing to the Manatee County Purchasing Official for a determination and handling in accordance with the provisions of Chapter 2-26 of the Manatee County Code.

ARTICLE 8. NO WAIVER

8.1 The failure of CONTRACTOR or COUNTY to insist on the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of either party's right to thereafter enforce the same in accordance with this CONTRACT in the event of a continuing or subsequent default on the part of CONTRACTOR or COUNTY.

8.2 Nothing herein shall be interpreted as a waiver of COUNTY of its rights, including the limitations of the limited waiver of sovereign immunity, as set forth in Florida Statute 768.28, or any other statute, and COUNTY expressly reserves these rights to the full extent allowed by law.

ARTICLE 9. NO THIRD-PARTY BENEFICIARIES

This CONTRACT 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 CONTRACT is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or any other governmental entity any right, privilege, remedy, or claim under or by reason of this CONTRACT or any provisions or conditions hereof.

ARTICLE 10. GOVERNING LAW, JURISDICTION AND VENUE

- 10.1 This CONTRACT and the construction and enforceability thereof shall be interpreted under the laws of the State of Florida.
- 10.2 CONTRACTOR consents and agrees that all legal proceedings related to the subject matter of this CONTRACT shall be governed by the laws of the State of Florida.
- 10.3 CONTRACTOR consents and agrees that jurisdiction for such proceedings shall lie exclusively with such court, and venue shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida.
- 10.4 In the event of any litigation arising under the terms of this CONTRACT, each party shall be responsible for their own attorney's fees, including appellate fees, regardless of the outcome of the litigation.

ARTICLE 11. FORCE MAJEURE

Neither party shall be considered in default of performance of such obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, hurricane, or other disruptive event of nature, act of terrorism, explosion, lack of or failure of transportation or bridge/roadway facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Article, is beyond the control and without the fault or negligence of the party seeking relief under this Article.

ARTICLE 12. MISCELLANEOUS

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

CONTRACT
IFB #14-2544CD

IN WITNESS WHEREOF, the parties hereto have caused this **CONTRACT 14-2544CD** to be duly executed by their authorized representatives.

CONTRACTOR

By: _____

Print Name & Title of Signer

Date: _____

COUNTY OF MANATEE, FLORIDA

By: _____
Melissa M. Wendel, CPPO
Purchasing Official

Date: _____

BID FORM
(Submit in duplicate)

For: 14-2544CD- Rehabilitation of Master Lift Station- 1M

| |
|--|
| Total Offer (Bid "A"): _____ |
| Based on a completion time of 140 calendar days |
| Total Offer (Bid "B"): _____ |
| Based on a completion time of 180 calendar days |

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

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

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

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

Bidder's Name: _____

Mailing Address: _____

Telephone: () _____ Fax: () _____

Email Address: _____

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

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

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

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

Authorized Signature(s): _____

Name and Title of Above Signer(s): _____

Date: _____

BID FORM

(Submit in Triplicate)

REHABILITATION OF MASTER LIFT STATION- 1M

Bid "A" Based on Completion Time of 140 Calendar Days

| ITEM NO. | DESCRIPTION | EST. QTY. | U/M | UNIT PRICE | EXTENDED PRICE |
|--|---|-----------|------------------------------|------------|----------------|
| 1 | Comminutor -(CMD-4010 XDS2.0 Channel Monster Complete with Drive & Control) | EA | 1 | \$ | \$ |
| 2 | By-Pass Pumping | LS | 1 | \$ | \$ |
| 3 | Wetwell Cleaning | LS | 1 | \$ | \$ |
| 4 | Demolition - Liner & Soft Concrete Removal | SF | 2800 | \$ | \$ |
| 5 | Concrete Repair | SF | 400 | \$ | \$ |
| 6 | Stop Gate Assembly | EA | 2 | \$ | \$ |
| 7 | Stop Gate Lift Support Beam | LS | 1 | \$ | \$ |
| 8a | Fiberglass Shapes- B1:10x10x1/2 Beam | LF | 40 | \$ | \$ |
| 8b | Fiberglass Shapes- B2:6x6x3/8 Beam | LF | 30 | \$ | \$ |
| 9 | Spray Liner | SF | 2800 | \$ | \$ |
| 10 | Explosion Proof LED Light Fixtures | EA | 4 | \$ | \$ |
| 11 | Fiberglass Grating | SF | 250 | \$ | \$ |
| 12 | Deck Grating Support Embedded Angle | LF | 64 | \$ | \$ |
| 13 | Replace bar Screen | EA | 1 | \$ | \$ |
| 14 | Gas Tight, Stainless Steel Access Hatch | EA | 2 | \$ | \$ |
| 15 | MOBILIZATION | LS | 1 | \$ | \$ |
| 16 | MISCELLANEOUS WORK AND CLEAN UP | LS | 1 | \$ | \$ |
| TOTAL BASE BID "A" - Based on Completion Time of 140 Calendar Days | | | | | \$ _____ |
| 17 | CONTRACT CONTINGENCY WORK (USED ONLY WITH COUNTY APPROVAL) | | 10% OF TOTAL BASE BID | | \$ _____ |
| TOTAL OFFER FOR BID "A" with Contract Contingency - Based on Completion Time of 140 Calendar Days | | | | | \$ _____ |

Bidder Name: _____

Authorized Signature: _____

BID FORM

(Submit in Triplicate)

REHABILITATION OF MASTER LIFT STATION- 1M

Bid "B" Based on Completion Time of 180 Calendar Days

| ITEM NO. | DESCRIPTION | EST. QTY. | U/M | UNIT PRICE | EXTENDED PRICE |
|----------|--|-----------|------|------------------------------|----------------|
| 1 | Comminutor -(CMD-4010 XDS2.0 Channel Monster Complete with Drive & Control) | EA | 1 | \$ | \$ |
| 2 | By-Pass Pumping | LS | 1 | \$ | \$ |
| 3 | Wetwell Cleaning | LS | 1 | \$ | \$ |
| 4 | Demolition - Liner & Soft Concrete Removal | SF | 2800 | \$ | \$ |
| 5 | Concrete Repair | SF | 400 | \$ | \$ |
| 6 | Stop Gate Assembly | EA | 2 | \$ | \$ |
| 7 | Stop Gate Lift Support Beam | LS | 1 | \$ | \$ |
| 8a | Fiberglass Shapes- B1:10x10x1/2 Beam | LF | 40 | \$ | \$ |
| 8b | Fiberglass Shapes- B2:6x6x3/8 Beam | LF | 30 | \$ | \$ |
| 9 | Spray Liner | SF | 2800 | \$ | \$ |
| 10 | Explosion Proof LED Light Fixtures | EA | 4 | \$ | \$ |
| 11 | Fiberglass Grating | SF | 250 | \$ | \$ |
| 12 | Deck Grating Support Embedded Angle | LF | 64 | \$ | \$ |
| 13 | Replace bar Screen | EA | 1 | \$ | \$ |
| 14 | Gas Tight, Stainless Steel Access Hatch | EA | 2 | \$ | \$ |
| 15 | MOBILIZATION | LS | 1 | \$ | \$ |
| 16 | MISCELLANEOUS WORK AND CLEAN UP | LS | 1 | \$ | \$ |
| | TOTAL BASE BID "B" - Based on Completion Time of 180 Calendar Days | | | | \$ _____ |
| 17 | CONTRACT CONTINGENCY WORK (USED ONLY WITH COUNTY APPROVAL) | | | 10% OF TOTAL BASE BID | \$ _____ |
| | TOTAL OFFER FOR BID "B" with Contract Contingency - Based on Completion Time of 180 Calendar Days | | | | \$ _____ |

Bidder Name: _____

Authorized Signature: _____

MAILING LABEL

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

MAILING LABEL TO AFFIX TO OUTSIDE OF SEALED BID PACKAGE:

SEALED BID - DO NOT OPEN

BIDDER: _____

SEALED BID NO: 14-2544CD

BID TITLE: Rehabilitation of Master Lift Station- 1M

DUE DATE/TIME: _____ @ _____

EXHIBIT A
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 County, 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>300,000</u> each occurrence <i>This policy shall contain severability of interests provisions.</i> |
| 2. <input checked="" type="checkbox"/> Commercial General Liability: (Occurrence Form - patterned after the current ISO form) | Bodily Injury and Property Damage \$ <u>1,000,000</u> single limit per occurrence; \$ <u>2,000,000</u> aggregate This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability. <i>This policy shall contain severability of interests provisions.</i> |
| 3. <input checked="" type="checkbox"/> Employer's Liability: | \$ <u>100,000</u> single limit per occurrence |
| 4. <input checked="" type="checkbox"/> Worker's Compensation: | Statutory Limits of Florida Statutes, Chapter 440 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 |
|--|---|
| | d. <input type="checkbox"/> Pollution \$ _____ per occurrence |
| | e. <input type="checkbox"/> Professional Liability \$ _____ per claim and in the aggregate <ul style="list-style-type: none"> • \$1,000,000 per claim and in the aggregate • \$2,000,000 per claim and in the aggregate f. <input type="checkbox"/> Project Professional Liability \$ _____ per occurrence g. <input type="checkbox"/> Property Insurance \$ _____ <p>If the resulting Agreement includes construction of or additions to above ground buildings or structures, bidder <u>may</u> 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, County 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 County of these additional waivers.</i></p> h. <input type="checkbox"/> U.S. Longshoreman’s and Harborworker’s Act \$ _____ per occurrence <p>Coverage shall be maintained where applicable to the completion of the Work.</p> i. <input type="checkbox"/> Valuable Papers Insurance \$ _____ per occurrence j. <input type="checkbox"/> Watercraft, \$ _____ per occurrence |
| 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"/> Performance Bond: | For projects in excess of \$100,000.00, performance bond shall be submitted by bidder for 100% of the award amount. \$ _____ |

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in this Insurance and Bonding 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 County 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 County or to any workers, suppliers, material men or employees in relation to the resulting Agreement.

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 an A.M. Best rating of "A-" or better, and are deemed acceptable to County 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, including any warranty periods.
- 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 County 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 County with such renewal certificate(s) shall be considered justification for County to terminate any and all agreements.
- d. Agrees that bidder and/or its insurance carrier shall provide thirty (30) days written notice to County of policy cancellation or non-renewal on the part of the insurance carrier or the successful bidder. Successful bidder shall also notify County, 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, County 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 County for such costs within thirty (30) days after demand, County has the right to offset these costs from any amount due successful bidder under this Agreement or any other agreement between the County and successful bidder. County 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 County 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.

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# 14-2544CD, Rehabilitation of Master Lift Station- 1M
For any and all work performed on behalf of Manatee County.**
 - 2. Certificate shall be mailed to:
**Manatee County Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205
Attn: Chris Daley, CPPO, CPPB, Contract Specialist**

Bid Bond/Certified Check:

By submitting a bid to this Invitation for Bid, 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 County enters into an Agreement with a bidder, or if County rejects any and/or all bids, accompanying bond will be promptly returned.

Performance and Payment Bonds:

Successful bidder shall furnish surety bonds using the Public Construction Bond form prescribed in Florida Statutes § 255.05, which is provided herein, as security for faithful performance of the Agreement awarded as a result of this bid and for the payment of all persons performing labor

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

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 this County. Surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed five (5%) percent of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York, 10038. The attorney-in-fact who signs the bonds must file with the bonds, a certificate and effective dated copy of power-of-attorney. Performance and payment bonds shall be issued to Manatee County, a political subdivision of the State of Florida, within ten (10) calendar days after notice of intent to award.

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

Furnishing performance and payment bonds shall be requisite to execution of an Agreement with County. Said performance and payment 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. County 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 County 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 County, thereafter, to enforce those provisions.

When activity occurs within the resulting Agreement that increases the amount of the Agreement by either an approved Administrative Contract Adjustment (ACA) or an approved Change Order, a recorded bond rider shall be provided before the additional Work can proceed. All premiums shall be paid by the successful bidder.

EXHIBIT B
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: _____

EXHIBIT C
PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO ARTICLE V,
MANATEE COUNTY PURCHASING ORDINANCE

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

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

_____ [Print individual's name and title]

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

whose business address is _____

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

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

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

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

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

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

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

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

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

**EXHIBIT D
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. 14-2544CD**
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 County and Engineer, and any of their agents or employees from any claims arising from the failure to comply with said standard.

6. The undersigned has appropriated the following costs for compliance with the applicable standards:

| <u>Trench Safety Measure (Description)</u> | <u>Units of Measure (LF, SY)</u> | <u>Unit Quantity</u> | <u>Unit Cost</u> | <u>Extended Cost</u> |
|--|--|--------------------------|------------------|--------------------------|
| 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

EXHIBIT E: E PAYABLES APPLICATION

Company name _____

Contact person _____

Phone number _____

Email Address _____

FINANCE USE ONLY

Open orders: YES or NO

PEID _____

CREATE DATE _____

CONFIRMED WITH _____

Name and phone number

IFAS _____

BANK _____

INITIALS _____

Return completed form to:

Via email to: lori.bryan@manateeclerk.com

Via fax to: (941) 741-4011

Via mail:

PO Box 1000

Bradenton, FL 34206

Revised: June 26, 2013

“Pride in Service with a Vision to the Future”

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

CONTRACT DOCUMENTS

FOR

Master Lift Station 1-M
Wet Well Rehabilitation & Comminutor Replacement

PROJECT # 402-0019706-5001203

July 2014

PROJECT OWNER:

County of Manatee, Florida
c/o Manatee County Purchasing Division
1112 Manatee Avenue West
Bradenton, Florida 34205
(941) 748-4501

PREPARED BY:

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

INFRASTRUCTURE ENGINEERING STANDARD SPECIFICATIONS

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This specification includes by reference the Manatee County Utility Standards approved May 2011.

SECTION 01005 GENERAL REQUIREMENTS

PART 1 GENERAL

1.01 SCOPE AND INTENT

A. Description

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

B. Work Included

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

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

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

C. Public Utility Installations and Structures

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

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

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

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

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

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

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

1.02 PLANS AND SPECIFICATIONS

A. Plans

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

B. Copies Furnished to Contractor

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

C. Supplementary Drawings

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

D. Contractor to Check Plans and Data

The Contractor shall verify all dimensions, quantities and details shown on the Plans, Supplementary Drawings, Schedules, Specifications or other data received from the County, and shall notify him of all errors, omissions, conflicts, and discrepancies found

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

E. Specifications

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

F. Intent

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

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

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

1.03 MATERIALS AND EQUIPMENT

A. Manufacturer

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

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

B. Delivery

The Contractor shall deliver materials in ample quantities to insure the most speedy and uninterrupted progress of the work so as to complete the work within the allotted time.

The Contractor shall also coordinate deliveries in order to avoid delay in, or impediment of, the progress of the work of any related Contractor.

C. Tools and Accessories

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

Spare parts shall be furnished as specified.

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

D. Installation of Equipment.

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

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

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

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

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

E. Service of Manufacturer's Engineer

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

condition, and shall instruct such personnel as may be designated by the County in the proper operation and maintenance of such equipment.

1.04 INSPECTION AND TESTING

A. General

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

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

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

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

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

B. Costs

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

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

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

C. Inspections of Materials

The Contractor shall give notice in writing to the County, at least two weeks in advance of his intention to commence the manufacture or preparation of materials especially manufactured or prepared for use in or as part of the permanent construction. Such notice shall contain a request for inspection, the date of commencement and the expected date of completion of the manufacture of preparation of materials. Upon receipt of such notice,

the County will arrange to have a representative present at such times during the manufacture as may be necessary to inspect the materials or he will notify the Contractor that the inspection will be made at a point other than the point of manufacture, or he will notify the Contractor that inspection will be waived. The Contractor must comply with these provisions before shipping any material. Such inspection shall not release the Contractor from the responsibility for furnishing materials meeting the requirements of the Contract Documents.

D. Certificate of Manufacture

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

E. Shop Tests of Operating Equipment

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

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

F. Preliminary Field Tests

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

G. Final Field Tests

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

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

H. Failure of Tests

Any defects in the materials and equipment or their failure to meet the tests, guarantees or requirements of the Contract Documents shall be promptly corrected by the Contractor. The decision of the County as to whether or not the Contractor has fulfilled his obligations

under the Contract shall be final and conclusive. If the Contractor fails to make these corrections or if the improved materials and equipment, when tested, shall again fail to meet the guarantees of specified requirements, the County, notwithstanding its partial payment for work, and materials and equipment, may reject the materials and equipment and may order the Contractor to remove them from the site at his own expense.

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

I. Final Inspection

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

1.05 TEMPORARY STRUCTURES

A. Temporary Fences

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

1.06 TEMPORARY SERVICES

A. First Aid

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

1.07 ADJACENT STRUCTURES AND LANDSCAPING

A. Responsibility

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

interference with the work, payment therefore will be made as provided for in the General Conditions.

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

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

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

B. Protection of Trees

1. All trees and shrubs shall be adequately protected by the Contractor with boxes and otherwise and in accordance with ordinances governing the protection of trees. No excavated materials shall be placed so as to injure such trees or shrubs. Trees or shrubs destroyed by negligence of the Contractor or his employees shall be replaced by him with new stock of similar size and age, at the proper season and at the sole expense of the Contractor.
2. Beneath trees or other surface structures, where possible, pipelines may be built in short tunnels, backfilled with excavated materials, except as otherwise specified, or the trees or structures carefully supported and protected from damage.
3. The County may order the Contractor, for the convenience of the County, to remove trees along the line or trench excavation. If so ordered, the County will obtain any permits required for removal of trees. Such tree removal ordered shall be paid for under the appropriate Contract Items.

C. Lawn Areas

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

D. Restoration of Fences

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

1.08 PROTECTION OF WORK AND PUBLIC

A. Barriers and Lights

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

B. Smoke Prevention

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

C. Noise

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

D. Access to Public Services

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

E. Dust prevention

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

1.09 CUTTING AND PATCHING

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

1.10 CLEANING

A. During Construction

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

B. Final Cleaning

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

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

1.11 MISCELLANEOUS

A. Existing Facilities

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

B. Use of Chemicals

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

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01010 SUMMARY OF WORK

PART 1 GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS/REQUIREMENTS INCLUDED

- A. The work included in this contract consists of the rehabilitation of the wet well. Major tasks are removal and replacement of the existing surface protection liner, repair of all concrete damage under the liner, replacement of the comminutor, explosion proof LED lights, channel stop gates, floor grates, gas tight access hatches, and all associated fixtures, panels, equipment, etc. This project will include by-pass pumping and work in a confined space.
- B. The Contractor shall furnish all shop drawings, working drawings, labor, materials, equipment, tools, services and incidentals necessary to complete all work required by these Specifications and as shown on the Contract Drawings.
- C. The Contractor shall perform the work complete, in place and ready for continuous service and shall include any repairs, replacements, and/or restoration required as a result of damages caused prior to acceptance by the County.
- D. The Contractor shall furnish and install all materials, equipment and labor which is reasonably and properly inferable and necessary for the proper completion of the work, whether specifically indicated in the Contract Documents or not.

1.02 CONTRACTS

Construct all the Work under a single contract.

1.03 WORK SEQUENCE

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

1.04 CONSTRUCTION AREAS

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

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

1.05 COUNTY OCCUPANCY

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

1.06 PARTIAL COUNTY OCCUPANCY

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

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01015 CONTROL OF WORK

PART 1 GENERAL

1.01 WORK PROGRESS

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

1.02 PRIVATE LAND

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

1.03 WORK LOCATIONS

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

1.04 CARE AND PROTECTION OF PROPERTY

- A. The Contractor shall be responsible for the preservation of all public and private property and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the Contractor, such property shall be restored by the Contractor, at his expense, to a condition equal or better to that existing before the damage was done, or he shall make good the damage in another manner acceptable to the County.
- B. All sidewalks which are disturbed by the Contractor's operations shall be restored to their original or better condition by the use of similar or comparable materials. All curbing shall be restored in a condition equal to the original construction and in accordance with the best modern practice.
- C. Along the location of this work, all fences, walks, bushes, trees, shrubbery and other physical features shall be protected and restored in a thoroughly workmanlike manner unless otherwise shown on the drawings. Fences and other features removed by the Contractor shall be replaced in the location indicated by the County as soon as conditions permit. All grass areas beyond the limits of construction which have been damaged by the Contractor shall be regraded and sodded to equal or exceed original conditions.

1.05 MAINTENANCE OF FLOW

The Contractor shall at his own cost, provide for the flow of sewers, drains and water courses interrupted during the progress of the work and shall immediately cart away and

remove all offensive matter. The entire procedure of maintaining existing flow shall be fully discussed with the County well in advance of the interruption of any flow.

1.06 CLEANUP

During the course of the work, the Contractor shall keep the site of his operations in as clean and neat a condition as is possible. He shall dispose of all residue resulting from the construction work and at the conclusion of the work, he shall remove and haul away any surplus excavation, broken pavement, lumber, equipment, temporary structures and any other refuse remaining from the construction operations and shall leave the entire site of the work in a neat and orderly condition.

1.07 COOPERATION WITHIN THIS CONTRACT

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

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01030 SPECIAL PROJECT PROCEDURES

PART 1 GENERAL

1.01 HURRICANE PREPAREDNESS PLAN

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

1.02 SALVAGE

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

1.03 CONSTRUCTION CONDITIONS

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

1.04 PUBLIC NUISANCE

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

1.05 WARRANTIES

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

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

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 DEMOLITION

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

END OF SECTION

SECTION 01045 CUTTING AND PATCHING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

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

PART 2 PRODUCTS

2.01 MATERIALS

Comply with specifications and standards for each specific product involved.

PART 3 EXECUTION

3.01 INSPECTION

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

3.02 PREPARATION

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

3.03 PERFORMANCE

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

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

END OF SECTION

SECTION 01090 REFERENCE STANDARDS

PART 1 GENERAL

1.01 REQUIREMENTS

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

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

1.03 ABBREVIATIONS, NAMES AND ADDRESSES OR ORGANIZATIONS

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

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

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

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

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

MCPW UTIL STD Manatee County Utility Engineering
4410-B 66th St. W.
Bradenton, FL 34210

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

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

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

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

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

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

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01150 MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 SCOPE

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

1.02 ESTIMATED QUANTITIES

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

1.03 WORK OUTSIDE AUTHORIZED LIMITS

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

1.04 MEASUREMENT STANDARDS

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

1.05 AREA MEASUREMENTS

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

1.06 LUMP SUM ITEMS

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

1.07 UNIT PRICE ITEM

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

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

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

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

BID ITEM 1 - COMMINUTOR

Payment for all work included in this Bid Item will be made at the applicable Contract unit price bid for furnishing and installing a CMD-4010 Channel Monster as shown on the Contract Drawings and listed on the Bid Form. Payment will be made for complete & final installation including wiring, conduits & panel and will represent full compensation for all labor, material, testing and equipment required to complete this Bid Item.

BID ITEM 2 - BYPASS PUMPING

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

BID ITEM 3 -WET WELL CLEANING

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

BID ITEM 4 - DEMOLITION

Payment for all work included in this Bid Item shall be made at the Contract unit price bid per square foot for removal and disposal of the existing liner. Also included in this bid item are the removal and disposal of floor grates, flow gate or comminutor guide channel structure, and all other required material from the walls, floors, ceiling, channels, etc. Also included in this bid item is removal and disposal of the soft or rotten concrete by pressure washing and / or mechanical means, to bring the surface to a solid concrete foundation for the new liner.

BID ITEM 5 - CONCRETE REPAIR

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

BID ITEM 6 - STOP GATE ASSEMBLY

Payment for all work under this Bid Item shall be made at the applicable Contract unit price bid for furnishing and installing the SS stop gate, gate guide channels / structure, and all other items, materials, equipment and labor to complete this item, ready for approval and acceptance by the County.

BID ITEM 7 - STOP GATE LIFT SUPPORT BEAM

Payment for all work under this Bid Item shall be made at the applicable Contract lump sum bid for furnishing and installing the stainless steel stop gate lift support beam to mount a portable hoist for lifting the stop gates, and all other items, materials, equipment and labor to complete this item, ready for approval and acceptance by the County.

BID ITEM 8 - FIBERGLASS SHAPES

Payment for all work under this Bid Item shall be made at the applicable Contract linear foot price bid for furnishing and installing various listed (8a - 10x10x1/2, 8b - 6x6x3/8) fiberglass shapes for the stair support structure as needed to repair the fiberglass stair base support framing and structure.

BID ITEM 9 - SPRAY LINER

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

BID ITEM 10 - EXPLOSION PROOF LIGHT FIXTURES

Payment for all work under this Bid Item shall be made at the applicable unit price bid to furnish and install each explosion proof, hazardous location non-metallic LED light fixture. This bid item includes all core boring, conduit runs, connections, switches, boxes, sealing, wiring, LEDs, etc. required to complete the installation, ready for approval and acceptance by the County.

BID ITEM 11 - FIBERGLAS DECK GRATING

Payment for all work under this Bid Item shall be made at the applicable unit price bid per square foot to furnish and install new fiberglass deck grating over the wet well and flow channels. This bid item includes all fiberglass work, materials, coatings, etc. required to complete the installation, ready for approval and acceptance by the County.

BID ITEM 12 - FIBERGLAS DECK GRATING EMBEDDED ANGLE

Payment for all work under this Bid Item shall be made at the applicable unit price bid per linear foot of fiberglass embedded angle installed. This item shall include all materials, equipment, annular grouting, etc. to provide a complete and acceptable installation of a structural support for the deck grating over the flow channels, ready for approval and acceptance by the County.

BID ITEM 13 - REPLACE BAR SCREEN

Payment for all work under this Bid Item shall be made at the unit price bid to furnish and install a new stainless steel bar screen assembly. This item shall include all metal work, concrete work, materials, fixtures, anchors, supports, etc. required to complete the assembly, ready for approval and acceptance by the County.

BID ITEM 14 - ACCESS HATCH

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

BID ITEM - MOBILIZATION

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

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

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

| | |
|---|--|
| Percent of Original Contract Amount: | Percent Allowable Payment of Mobilization/Demobilization Bid Item Price: |
|---|--|

| | |
|-----|-----|
| 5 | 25 |
| 10 | 35 |
| 25 | 45 |
| 50 | 50 |
| 75 | 75 |
| 100 | 100 |

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

BID ITEM - MISCELLANEOUS WORK AND CLEANUP

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

BID ITEM - CONTRACT CONTINGENCY

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

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01152 REQUESTS FOR PAYMENT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

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

1.02 FORMAT AND DATA REQUIRED

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

1.03 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

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

1.04 PREPARATION OF APPLICATION FOR FINAL PAYMENT

Fill in application form as specified for progress payments.

1.05 SUBMITTAL PROCEDURE

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

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01200 PROJECT MEETINGS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

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

1.02 PRE-CONSTRUCTION MEETING

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

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01310 CONSTRUCTION SCHEDULE & PROJECT RESTRAINTS

PART 1 GENERAL

1.01 GENERAL

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

1.02 CONSTRUCTION SCHEDULING GENERAL PROVISIONS

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

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

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

2.02 FORM OF SCHEDULES

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

2.03 CONTENT OF SCHEDULES

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

2.04 SUPPORTING NARRATIVE

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

2.05 SUBMITTALS

- A. Contractor shall submit estimated and preliminary progress schedules (as identified in the Terms and Conditions of the Contract and the General Conditions), monthly status reports, a start-up schedule and an as-built schedule report all as specified herein.
- B. All schedules, including estimated and preliminary schedules, shall be in conformance with the Contract Documents.
- C. The finalized progress schedule discussed in the Contract Documents shall be the first monthly status report and as such shall be in conformance with all applicable specifications contained herein.
- D. Monthly Status Report submittals shall include a time-scaled (days after notice to proceed) diagram showing all contract activities and supporting narrative. The initial detailed

schedule shall use the notice to proceed as the start date. The finalized schedule, if concurred with by County, shall be the work plan to be used by the contractor for planning, scheduling, managing and executing the work.

- E. The schedule diagram shall be formatted as above. The diagram shall include (1) all detailed activities included in the preliminary and estimated schedule submittals, (2) calendar days prior to substantial completion, (3) summary activities for the remaining days. The critical path activities shall be identified, including critical paths for interim dates, if possible.
- F. The Contractor shall submit progress schedules with each application for payment.

2.06 MONTHLY STATUS REPORTS

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

2.07 STARTUP SCHEDULE

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

2.08 REVISIONS

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

- B. A revised schedule submittal shall be submitted for review when required by County.

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01340 SHOP DRAWINGS, PROJECT DATA AND SAMPLES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

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

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

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

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

1.03 CONTRACTOR'S RESPONSIBILITY

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

B. Determine and verify:

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

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

1.04 COUNTY'S REVIEW OF SHOP DRAWINGS AND WORKING DRAWINGS

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

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

1.05 SHOP DRAWINGS

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

representative and service company so that service and/or spare parts can be readily obtained.

- G. All manufacturers or equipment suppliers who proposed to furnish equipment or products shall submit an installation list to the County along with the required shop drawings. The installation list shall include at least five installations where identical equipment has been installed and have been in operation for a period of at least one (1) year.
- H. Only the County will utilize the color "red" in marking shop drawing submittals.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01370 SCHEDULE OF VALUES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

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

1.02 FORM AND CONTENT OF SCHEDULE OF VALUES

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

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01380 CONSTRUCTION PHOTOGRAPHS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

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

1.02 PROJECT PHOTOGRAPHS

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

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01570 TRAFFIC REGULATION

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

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

1.02 TRAFFIC CONTROL

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

barriers for the protection of workers and traffic, the entire array of such devices shall be depicted on working drawings for each separate stage of work. These drawings shall be submitted to the County for review and approval prior to commencement of work on the site.

- G. Precast concrete traffic barriers shall be placed adjacent to trenches and other excavations deeper than six inches below the adjacent pavement surface.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01700 CONTRACT CLOSEOUT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

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

1.02 SUBSTANTIAL COMPLETION

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

1.03 FINAL INSPECTION

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

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

1.04 CONTRACTOR'S CLOSEOUT SUBMITTALS TO COUNTY

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

1.05 FINAL ADJUSTMENT OF ACCOUNTS

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

4. Previous payments.
5. Sum remaining due.

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

1.06 FINAL APPLICATION FOR PAYMENT

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

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01710 CLEANING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

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

1.02 DISPOSAL REQUIREMENTS

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

PART 2 PRODUCTS

2.01 MATERIALS

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

PART 3 EXECUTION

3.01 DURING CONSTRUCTION

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

3.02 FINAL CLEANING

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

END OF SECTION

SECTION 01730 OPERATING AND MAINTENANCE DATA

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

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

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

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

1.02 FORM OF SUBMITTALS

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

- B. Format:

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

- C. Binders:

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

1.03 MANUAL FOR EQUIPMENT AND SYSTEMS

- A. Submit three copies of complete hard copy manual and one electronic copy on a CD in final form.
- B. Content for each unit of equipment and system, as appropriate:

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

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

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

recommended quantities to be maintained in storage.

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

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

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

1.04 SUBMITTAL SCHEDULE

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

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

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

1.05 INSTRUCTION OF COUNTY'S PERSONNEL

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

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

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

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 02064 MODIFICATIONS TO EXISTING STRUCTURES, PIPING AND EQUIPMENT

PART 1 GENERAL

1.01 SCOPE OF WORK

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

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 GENERAL

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

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

END OF SECTION

SECTION 02720 SANITARY SEWER BYPASS PUMPING

PART 1 GENERAL

1.01 SCOPE

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

1.02 PUBLIC IMPACTS

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

1.03 SUBMITTALS

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

PART 2 PRODUCTS

2.01 EQUIPMENT

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

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

PART 3 EXECUTION

3.01 SITE CONDITIONS

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

3.02 ON-SITE MONITORING

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

3.03 OPERATIONS

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

3.04 DAMAGE RESTORATION & REMEDIATION

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

END OF SECTION

SECTION 03310 CONCRETE REPAIR

PART 1 GENERAL

1.01 WORK INCLUDED

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

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

PART 2 PRODUCTS

2.01 BONDING / ANTI CORROSION AGENT

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

2.02 PATCHING COMPOUND

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

PART 3 EXECUTION

3.01 PLACEMENT

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

END OF SECTION

SECTION 05500 MISCELLANEOUS METAL

PART 1 GENERAL

1.01 SCOPE OF WORK

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

1.02 COORDINATION

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

1.03 SHOP DRAWINGS AND SAMPLES

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

1.04 FIELD MEASUREMENTS

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

1.05 REFERENCED SPECIFICATIONS

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

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

PART 2 PRODUCTS

2.01 ANCHORS, BOLTS AND FASTENING DEVICES

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

2.02 STEEL ITEMS

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

PART 3 EXECUTION

3.01 FABRICATION

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

3.02 INSTALLATION

- A. Install all furnished items imbedded in concrete or other masonry. Items to be attached to concrete or masonry after such work is completed shall be installed in accordance with the details shown. Fastening to wood plugs in masonry will not be permitted. All dimensions shall be verified at the site before fabrication is started.

- B. All steel surfaces to come in contact with exposed concrete or masonry shall receive a protective coating of an approved heavy bitumastic troweling mastic applied in accordance with the manufacturer's instructions prior to installation or provide a 1/32-inch neophrene gasket between the steel surface and the concrete or masonry.

- C. Upon completion of the hatch installation, any concrete or other surfaces damaged, modified, or otherwise affected shall be restored to original condition to match the surrounding area.

END OF SECTION

SECTION 06900 WEIRS, BAFFLES AND SUPPORTS

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required to repair to original strength and condition, complete and ready for service, all weirs, baffles, supports and butt plates including stainless steel hardware and of the sizes, shapes and the quantities as shown on the Drawings and as specified herein.

1.02 SUBMITTALS

- A. Submit to the County for approval, complete shop drawings showing details of fabrication and installation of all materials and equipment furnished as specified in the Contract Documents.
- B. The County, at his discretion, may request the Contractor to submit one 6-inch x 6-inch x 1/4-inch sample of polyester laminate to be used in the weirs, baffles, and supports, and one 6-inch long actual weir with anchor bolt hole.

PART 2 PRODUCTS

2.01 MATERIALS

- A. The replacement weirs, baffles, and supports shall be polyester plastic resin that are reinforced with fiberglass, of an established and reputable manufacturer who has had experience in the manufacture and installation of the equipment specified, and shall be Leo-Lite 87 as manufactured by F.B. Leopold Company, Inc., Zelienople, Pennsylvania or equal product manufactured by MFG Water Treatment Products Company, Ashtabula, Ohio, or equal.
- B. Weir plates and scum baffle plates produced from fabricated plate stock with cut edges, notches, etc., will not be acceptable.
- C. Weir plates and scum plates shall be fiberglass reinforced polyester resin laminate equal to Type "MD" (matched die) molded "Leo-Lite" plastic as stated above.
- D. All weir plates, scum baffle plates, butt plates, washers, and scum baffle support brackets shall be fiberglass reinforced polyester plastic molded by the matched die method to produce uniform, smooth surfaces. All surfaces shall be smooth, resin rich, free of voids and porosity, without dry spots, crazes, or unreinforced areas and shall provide for increased resistance and weathering.
- E. Laminate shall contain a glass content of 30 plus or minus 2 percent using Type "E" glass with chrome or silane finish. Powdered reinforcements shall consist of 47.5 plus or minus 1 percent of resin mixture. "Leo-Lite (141-120-32)" resin mixture shall be of the "Low Profile" type. Final laminate thickness shall be within plus or minus 10 percent of the nominal specified thickness. Laminate shall contain ultra-violet inhibitors added to protect the laminate from deterioration from sunlight.
- F. Manufacturer shall maintain a continuous quality control program and shall, upon request, furnish the County with certified test reports consisting of physical tests of samples as listed

below and otherwise as required to show quality of plastic being furnished.

- G. Hardness test shall be made with the resin-rich surface of the product. Flexural tests shall be made with the resin rich surface in compression. Test samples shall be full thickness of the item produced and shall not be machined on the surface.
- H. Procedure to be used in determining the properties listed in the following tables shall be in accordance with the following ASTM Standards: Ultimate Tensile Strength - ASTM Designation D638, Modulus of Elasticity and Flexural Strength - ASTM Designation D790, Impact - ASTM Designation D256, Water absorption - ASTM Designation D 570.
- I. Minimum physical properties at a temperature of 70 degrees F for the plastic shall be as follows:
- | | |
|---|-------------|
| Tensile Strength | 14,000 psi |
| Flexural Strength | 25,000 psi |
| Flexural Modulus | 900,000 psi |
| Impact, Natches, Izod foot pound per inch | 13.5 |
| Barcol Hardness | minimum 35 |
| Average coefficient of thermal expansion - inch per inch, per degree F | 0.000016 |
| Water absorption, % 24 hours | 0.2 |
- J. The weir plates, baffle plates and supports shall be plastic laminate that is 1/4-inch thick and molded to the sizes and shapes as shown on the Drawings. Oversize holes shall be provided on the plastic laminate for vertical and horizontal adjustment. Cut ends of non-standard lengths of weirs and baffles shall be resin sealed with Leo-Lite (141-120-7) seal mix or approved equal.
- K. Stainless steel anchor bolts, nuts and washers shall be in accordance with ASTM A276, type 316.
- L. Caulking compound shall be an acrylic polymer or a two part sealant equal or exceeding Federal Spec. TT-S227B.

PART 3 EXECUTION

3.01 INSPECTION AND REPAIRS

- A. The weirs and baffles shall be inspected and repaired or replaced in full accordance with the manufacturer's recommendations. All holes, cracks and damage shall be repaired to bring them to original strength and condition.
- B. Weirs and baffles shall be restored on the stainless steel hardware to the elevations as shown on the Drawings. Caulking compound shall be used between the contact surface or weirs and face of concrete to completely prevent flow of liquid up between these contact surfaces.

END OF SECTION

SECTION 09970 SURFACE PROTECTION SPRAY SYSTEM

PART 1 GENERAL

1.01 SCOPE OF WORK

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

1.02 RELATED WORK

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

1.03 SUBMITTALS

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

1.04 REFERENCE STANDARDS

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

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

1.05 QUALIFICATIONS

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

for review and approval before any surfacing work is performed.

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

1.06 GUARANTEE

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

1.07 QUALITY ASSURANCE

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

1.08 DELIVERY, STORAGE AND HANDLING

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

PART 2 PRODUCTS

2.01 GENERAL

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

2.02 MATERIALS

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

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

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

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

PART 3 EXECUTION

3.01 SURFACE PREPARATION

- A. The contractor shall clean each structure and shall dispose of any resulting material.
- B. All contaminants including: oils, grease, incompatible existing coatings, waxes, form release, curing compounds, efflorescence, sealers, salts, or other contaminants shall be removed.
- C. All concrete or mortar that is not sound or has been damaged by chemical exposure shall be removed to a sound concrete surface or replaced.

- D. Surface preparation method(s) should be based upon the conditions of the substrate, service environment and the requirements of the protective coating to be applied.
- E. Surfaces to receive protective coating shall be cleaned and abraded to produce a sound surface with adequate profile and porosity to provide a strong bond between the protective coating and the substrate per the coating manufacturer's recommendations.
- F. Infiltration shall be stopped by using a material which is compatible with and is suitable for topcoating with the specified protective coating.
- G. All surfaces should be inspected by the Inspector during and after preparation and before the repair material is applied.
- H. No separate payment shall be made for any preparatory work required prior to application of the surface coating.

3.02 INSTALLATION

- A. The Contractor shall notify the Project Manager at least 48 hours in advance, giving the date, start time and estimated completion time for the work being conducted.
- B. The Contractor shall provide bypass pumping of sewage flows (as required) where and when the rehabilitation work is being performed. No flows will be permitted in the structure until the spray coating has properly cured to the manufacturer's specifications.
- C. The installation of the surface coating shall be in complete accordance with the applicable provisions of ASTM and the manufacturer's specifications. A representative of the manufacturer shall be present during the actual installation.
 - 1. Prior to placing the surface coating, the manufacturer's representative must approve the surface preparation work and installation conditions including temperatures.
 - 2. All surfaces shall be sufficiently smooth and even, to ensure good flow handling characteristics when complete.
 - 3. All surfaces shall have the surface coating applied to the required thickness by spray application.
- D. Application procedures shall conform to the recommendations of the protective coating manufacturer, including material handling, mixing, environmental controls during application, safety, and spray equipment.
- E. The spray equipment shall be specifically designed to accurately ratio and apply the specified protective coating materials and shall be regularly maintained and in proper working order.
- F. The protective coating material must be spray applied by a Certified Applicator of the protective coating manufacturer.
- G. Polyurethane spray application shall be applied such that all surfaces shall be coated in accordance with the manufacturer's recommended thickness but not be less than 125 mils.

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

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

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

2. Airless spray application equipment approved by the coating manufacturer shall be used to apply each coat of the protective coating. Air assisted spray application equipment may be acceptable, especially for thinner coats (<10 mils), only if the air source is filtered to completely remove all oil and water.

3. If necessary, subsequent topcoating or additional coats of the protective coating should occur as soon as the basecoat becomes tack free, ideally within 12 hours but no later than the recoat window for the specified products. Additional surface preparation procedures will be required if this recoat window is exceeded.

3.03 FIELD TESTING AND ACCEPTANCE

A. Field acceptance of surface coatings shall be based on the County's evaluation of the proper surfacing of the structure and the appropriate installation and curing test data along with review of the structure inspections.

B. The surface coatings shall provide a continuous monolithic surfacing with uniform thickness throughout the structure interior. If the thickness of the coating surface is not uniform or is less than specified, it shall be repaired or replaced at no additional cost to the County.

1. The County will measure the surface cured thickness from a specimen retrieved by the Contractor. The Contractor shall retrieve the specimen by physically cutting through the surfacing (by drilling or coring). There will be up to three thickness measurement locations in each structure. A suitable non-destructive type of thickness measurement may also be used.

2. All the surface coating thickness measurement locations shall be repaired by the

Contractor in accordance with the manufacturer's recommendations. These repairs shall be included in the five year surface coating guarantee.

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

END OF SECTION

SECTION 16050 ELECTRICAL - GENERAL PROVISIONS

PART 1 GENERAL

1.01 SCOPE OF WORK

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

1.02 CODES, INSPECTIONS AND FEES

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

1.03 TESTS

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

notified at least two (2) days prior to any testing.

1.04 CUTTING AND PATCHING

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

1.05 INTERPRETATION OF DRAWINGS

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

1.06 SUBMITTALS

- A. As specified under Section 01340 of these Specifications, the Contractor shall submit shop drawings and/or manufacturer's cut sheets for approval of all materials, equipment, devices, apparatus, and other items as required by the County.
 - 1. Prior to submittal by the Contractor, all shop drawings shall be checked for accuracy and Contract requirements. Shop drawings shall bear the date checked and shall be accompanied by a statement that the shop drawings have been examined for conformity to the Specifications and Contract Drawings. This statement shall also list all discrepancies with the Specifications and Contract Drawings. Shop drawings not so checked and noted shall be returned unchecked by the County.
 - 2. The County's check shall be only for conformance with the design concept of the Project and compliance with the Specifications and Contract Drawings. The responsibility for, or the necessity of, furnishing materials and workmanship required by the Specifications and Contract Drawings which may not be indicated

on the shop drawings is included under the work of this Section.

3. No material shall be ordered, no equipment manufacturing shall be started, nor shall any shop work/fabrication commence until the County has approved the shop drawings. Any deviation from this requirement of the Specifications shall be entirely at the risk and expense of the Contractor without any additional cost to the County.

1.07 MANUFACTURER'S SERVICES

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

1.11 MATERIALS

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

1.12 GUARANTEES AND WARRANTIES

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

END OF SECTION

SECTION 16108 MISCELLANEOUS EQUIPMENT

PART 1 GENERAL

1.01 SCOPE OF WORK

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

PART 2 PRODUCTS

2.01 COMMINUTOR

- A. CMD4010-XDS2.0 Channel Monster
 1. Grinder with 40" cutter stack, 11 tooth cam cutters in 4130 alloy steel, 10" diameter 316 SS rotating drum with 1/4" coil-wound rod at 1/2" pitch resulting in 1/4" spacing between coils. Cartridge style tungsten carbide mechanical seals with buna-elastimers rated for 90 psi. 1 speed reducer and 5 hp XPNV 230/460 V 3 phase/60 Hz immersible electric motor with 40' of integral power cable and 316 SS lift bail.
 2. One (1) CMA1101-style channel mounted frame assembly with overflow bar rack fabricated of 316 SS.
 3. One (1) PC2200 motor controller in a NEMA 4X 316 SS enclosure accepting 230V/3PH/60HZ OR 460V/3PH/60HZ input power, including starter with overcurrent protection, jam sensing current transformer and micro-PLC with auto reverse.

2.02 STRUCTURAL FIBERGLASS

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

2.02 CHANNEL STOP GATE

- A. Channel stop gate assembly shall consist of a support/guide rail system embedded in the channel wall and a stop gate panel that can be raised or lowered within the flow channel to stop the flow.

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

PART 3 EXECUTION
(NOT USED)

END OF SECTION

SECTION 16110 CONDUITS AND FITTINGS

PART 1 GENERAL

1.01 SCOPE OF WORK

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

1.02 APPLICATIONS

- A. Schedule 80 PVC conduits shall be used in highly corrosive.
- B. Devices designated as NEMA Type 4 shall be 316 stainless steel, gasketed.
- C. Devices designated as NEMA Type 4X shall be fiberglass, gasketed, except as otherwise shown on the Contract Documents.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Rigid Conduit shall be Carlon Plus 80 rigid PVC non-metallic conduit (extra heavy wall EPC-80) as manufactured by Carlon, or approved equal.
- B. Liquidtight, flexible non-metallic conduits shall be Carflex Liquidtight Flexible Non-Metallic Conduit as manufactured by Carlon, or approved equal.
- C. Rigid Non-Metallic Conduit Fittings: PVC elbows, bends, sweeps, nipples, couplings, device boxes, etc., shall be Plus 80 fittings as manufactured by Carlon, or approved equal.
- D. Flexible Non-Metallic Conduit Fittings: Fittings used with flexible non-metallic conduit shall be Carflex Liquidtight Non-metallic Fittings as manufactured by Carlon, or approved equal.
- E. Flexible Couplings: Flexible couplings shall be as manufactured by Crouse-Hinds, Appleton Electric Company, or approved equal.
- F. Wall Seals: Conduit wall seals shall be type "WSK" as manufactured by the O.Z. Electrical Manufacturing Company, or approved equal.

PART 3 EXECUTION

(NOT USED)

END OF SECTION