



**INVITATION FOR BID  
IFB # 15-0465-OV**

**53rd Avenue West, 43rd Street West to 75th Street West, Roadway, Striping  
& Signal Work**

**(Project #383-6082960)**

**Force Main 27-A, from 51st Street West to the Southwest Water  
Reclamation Facility (SWWRF) Including Reclaimed Water and Potable  
Water**

**(Project #406-6082980)**

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

**NON-MANDATORY INFORMATION CONFERENCE**

In order to ensure all prospective bidders have sufficient information and understanding of Owner's needs, an Information Conference will be held at: **2:00 PM on February 20, 2015** at the **Public Works Compound, Conference Room "A" 1022 26<sup>th</sup> Avenue East, Bradenton, FL 34208**. Attendance is not mandatory, but is highly encouraged.

**DEADLINE FOR CLARIFICATION REQUESTS:      5:00 PM on March 5, 2015**

Reference Bid Article A.06

**BID OPENING TIME AND DATE DUE:      3:00 PM on March 26, 2015**

**FOR INFORMATION CONTACT:**

Olga Valcich, CPPB, Contract Specialist  
(941) 749-3055

[olga.valcich@mymanatee.org](mailto:olga.valcich@mymanatee.org)

Manatee County Financial Management Department  
Purchasing Division

AUTHORIZED FOR RELEASE: 

**Table of Contents**  
**IFB # 15-0465-OV**

Table of Contents

Section A Information to Bidders.....A-1-13  
Section B Scope Work.....B-1-2

Plans:

1. 53<sup>rd</sup> Avenue West – 43<sup>rd</sup> Street West to Roundabout Plans prepared by Manatee County, Signed and Sealed 10/20/2014.....85 pages  
2. Signalization Plans prepared by HDR, Signed and Sealed, 11/08/2014.....21 pages  
3. Signing and Pavement Marking Plans prepared by HDR, Signed and Sealed 11/08/2014.....24 pages  
4. Force Main 27-A Plans prepared by Manatee County, Signed and Sealed 10/31/2014.....27 pages

Title of Specifications:

A. Special Provisions, Revision 1, dated 12/01/2014.....25 pages  
B. Utility technical Specifications for Force Main 27-A (Revision 1, dated 09/25/2014.....274 pages

Permits and Geotechnical Attachment (s):

AA. Division of Historical Resources Project File No.:2013-03883 dated 09/17/2013.....1 page  
BB. SWFWMD, Environmental Resource Permit No.:677257/44041393.000 dated10/17/2013..... 17 pages  
CC. Department of the Army, Jacksonville District, Regulatory Division, South Permits Branch, Tampa Permits Section No.: SAJ-2013-01265 (NW-CMW) dated 08/30/2013 .....30 pages

**Table of Contents**  
**IFB # 15-0465-OV**

Permits and Geotechnical Attachment (s) (Continued):

DD.	Florida Department of Environmental Protection, Notification of Acceptance of Use of a Grant Permit No.: 0133068-1073-DSGP/02 issue date 05/28/ 2014.....	7 pages
EE.	Florida Department of Environmental Protection, General Permit for Construction of a Domestic Wastewater Collection/Transmission System, Force Main Replacement 27-A Permit No.:CS41-0182063-146-DWC/CG dated 10/17/2013.....	3 pages
FF.	Geotechnical Exploration, Universal Engineering Sciences for Proposed Signalization Mast Arms and Force Main #27-A dated 05/16/2014 .....	39 pages
GG.	Geotechnical Exploration, Universal Engineering Sciences for 53 <sup>rd</sup> Avenue West widening, dated 06/18/2012.....	55 pages
Section C	Bid Summary .....	C-1-2
	Bid Form .....	B-1-29
	Basis of Estimate.....	2-1-2-4
Section D	Insurance and Bonding Requirements.....	D-1-7
 <u>Attachments:</u>		
Attachment A	Bidder's Questionnaire.....	1-3
Attachment B	Public Contracting & Environmental Crimes Certification.....	1-2
Attachment C	The Florida Trench Safety Act.....	1
Attachment D	ePayables Application.....	1
	Construction Agreement for Stipulated Sum.....	1-9
	General Conditions of the Construction Agreement.....	GC 1-44

**SECTION A**  
**INFORMATION TO BIDDERS**

**A.01** **OPENING LOCATION**

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

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

**A.02** **SEALED & MARKED**

Bids shall be submitted in **duplicate, one original (marked Original) and one copy (marked Copy)** of your **signed bid** shall be submitted in one **sealed** package, clearly marked on the outside "**Sealed Bid #15-0465-OV, 53<sup>rd</sup> Avenue West, 43<sup>rd</sup> Street West to 75<sup>th</sup> Street West (Project #383-6082960), Force Main 27-A, from 51<sup>st</sup> Street West to the Southwest Water Reclamation Facility (SWWRF). (Project #406-6082980**" along with your company name.

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

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

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

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

Section 'A'

**A.03 SECURING BID DOCUMENTS**

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

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

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

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

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

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

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

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

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

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

**A.05 MODIFICATION OF BID DOCUMENTS**

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

**A.06 CLARIFICATION & ADDENDA**

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

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

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

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

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

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

**A.07 LOBBYING**

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

**A.08 UNBALANCED BIDDING PROHIBITED**

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

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

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

**A.09 FRONT LOADING OF BID PRICING PROHIBITED**

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

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

**A.10 WITHDRAWAL OF BIDS**

Bidders may withdraw bids as follows:

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

**A.11 IRREVOCABLE OFFER**

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

**A.12 BID EXPENSES**

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

**A.13 RESERVED RIGHTS**

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



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

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

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

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

#### **A.14 APPLICABLE LAWS**

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

#### **A.15 COLLUSION**

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

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

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

**A.16 CODE OF ETHICS**

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

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

**A.17 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES**

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

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

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

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

**A.18 BID FORMS**

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

**A.19 AGREEMENT FORMS**

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

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

**A.20 LEGAL NAME**

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

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

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

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

**A.21 DISCOUNTS**

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

**A.22 TAXES**

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

**A.23 DESCRIPTIVE INFORMATION**

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

**A.24 AUTHORIZED PRODUCT REPRESENTATION**

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

**A.25 ROYALTIES AND PATENTS**

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

**A.26 AMERICANS WITH DISABILITIES ACT**

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

**A.27 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

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

**A.28 MBE/DBE**

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

**A.29 MATHEMATICAL ERRORS**

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

**A.30 SUBCONTRACTORS, SUPPLIERS AND OTHERS**

The identity of Subcontractors, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment) may be requested by Owner for each bid item from any of the bidders; and the bidder shall respond within five (5) days after the date of such request. Such list shall be accompanied by an experience statement with pertinent information regarding similar Work and other evidence of qualification for each such Subcontractor, supplier, persons or organization if requested by Owner. If Owner, after due investigation, has reasonable objection to any proposed Subcontractor, supplier, other person or organization, Owner may, before the notice of intent to award is given, request the successful bidder to submit an acceptable substitute without an increase in Contract Sum or Contract Time.

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

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

**A.31 DISCLOSURE**

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

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

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

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

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

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

### **A.32 LOCAL PREFERENCE**

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

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

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

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

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

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

### **A.33 VENDOR REGISTRATION**

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

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

**Quick steps to registration:**                      **[www.mymanatee.org/purchasing](http://www.mymanatee.org/purchasing)**

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

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

**A.34 BE GREEN**

All bidders are encouraged to use as many **environmentally preferable** "green" products, materials, supplies, etc. as possible in order to promote a safe and healthy environment. **Environmentally preferable are products or services that have a reduced adverse effect on the environment.** Where all other evaluative factors, including local preference policies, are otherwise equal, such policies and practices will be a determinative factor in the award decision.

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

**A.35 ePAYABLES**

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

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

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

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

**END OF SECTION A**



**SECTION B**  
**SCOPE OF WORK**

**B.01 SCOPE OF WORK**

The Work included in this bid is defined as the widening of 53<sup>rd</sup> Avenue West from the existing undivided two lane roadway segment to four lanes divided from 43<sup>rd</sup> Street West to the roundabout (approximately 1.8 miles) to enhance the traffic flow on 53<sup>rd</sup> Avenue West and to reduce traffic on Cortez Road.

This work consists of furnishing all labor, materials, equipment and incidentals required for the road widening, addition of sidewalk, construction of storm water ponds and drainage structures, utility adjustments and wetland mitigation.

Additional Work for this project is the signalization which include traffic signal modifications at the intersections of 53<sup>rd</sup> Avenue West at 51<sup>st</sup> Street West and 53<sup>rd</sup> Avenue West at 66<sup>th</sup> Street West, the installation of Advanced Traffic Management System infrastructure along 53<sup>rd</sup> Avenue West between 43<sup>rd</sup> Street West and 75<sup>th</sup> Street West and the signing and pavement markings along 53<sup>rd</sup> Avenue West.

The Force Main 27-A includes the installation of approximately 6,800 linear feet of 42" force main to replace the existing 30" force main on 53<sup>rd</sup> Avenue West from 43<sup>rd</sup> Street West to the Southwest Water Reclamation Facility (SWWRF) and approximately 1,340 linear feet of 24" reclaimed water main on 53<sup>rd</sup> Avenue west from 65<sup>th</sup> Street to 66<sup>th</sup> Street West.

The Work for this project shall be done in accordance with Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction (2014 Edition), and all Supplemental Specifications thereto except as amended under this Invitation for Bid.

The installation of Force Main 27-A shall follow the Manatee County Public Works Utility Standards and Specifications (May 2011) for all water main, reclaimed water main, sanitary sewer, and force main work.

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

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

**B.02 COMPLETION OF WORK**

The Work will be completed and ready for final inspection within the specified calendar days from the date the Contract Time commences to run. Two bids shall be considered, **Bid "A" based on 730 calendar days** and **Bid "B" based on 640 calendar days**. Owner has the sole authority to select the bid based on the completion time which is in the best interest of Owner. **Only one award shall be made.**

Section B

**B.03 LIQUIDATED DAMAGES**

If the successful bidder fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents, the Owner shall be entitled to retain or recover from the successful bidder, as liquidated damages and not as a penalty, the sum of **\$4,624.00** per calendar day, commencing upon the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur as a result of delayed completion of the Work. The Owner may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due the successful bidder under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the successful bidder shall be payable to the Owner at the demand of the Owner, together with interest from the date of the demand at the maximum allowable rate.

**B.04 CONTRACT CONTINGENCY WORK**

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

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

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

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

**END OF SECTION B**

**SECTION C**  
**BID SUMMARY**

**C.01 MINIMUM QUALIFICATIONS OF BIDDERS**

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

Section "C"

**C.02 BASIS OF AWARD**

Award shall be to the lowest, responsive, responsible bidder meeting specifications and having the lowest grand total award offer for **Bid "A"**, or the lowest grand total award 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 Owner'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". Owner has the sole authority to select the bid based on the completion time which is in the best interest of Owner. 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, Owner shall consider the qualifications of the bidders; and if required, may also consider the qualifications of the Subcontractors, suppliers, and other persons and organizations proposed. Owner may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work.

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

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

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

**END OF SECTION C**

**BID FORM**  
(Submit in duplicate)

**For: 53<sup>rd</sup> Avenue West, 43<sup>rd</sup> Street West to 75<sup>th</sup> Street West  
(Project 383-6082960)  
Force Main 27-A, From 51<sup>st</sup> Street West to the Southwest Water  
Reclamation Facility (SWWRF)  
(Project 406-6082980)  
IFB#15-0465-OV**

<b>Total Offer (Bid "A"):</b> _____
<b>Based on a completion time of <u>730 calendar days</u></b>
<b>Total Offer (Bid "B"):</b> _____
<b>Based on a completion time of <u>640 calendar days</u></b>

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: \_\_\_\_\_

*Section C - B. Summary  
B. Form 10 / Basis of Estimate*

**MAILING LABEL**

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

**MAILING LABEL TO AFFIX TO OUTSIDE OF SEALED BID PACKAGE:**

**SEALED BID - DO NOT OPEN**

**BIDDER:** \_\_\_\_\_

**SEALED BID NO: IFB #15-0465-OV**

**BID TITLE: IFB TITLE: 53<sup>rd</sup> Avenue West, 43<sup>rd</sup> Street West to 75<sup>th</sup> Street West (Project 383-6082960), Force Main 27-A, From 51<sup>st</sup> Street West to the Southwest Water Reclamation Facility (SWWRF).**

**DUE DATE/TIME:** \_\_\_\_\_ @ \_\_\_\_\_

**BID FORM (Submit in Duplicate)****IFB #15-0465-OV**

**53rd Avenue West, 43rd Street West to 75th Street West, Roadway, Striping & Signal Work,  
Force Main 27-A, from 51st Street West to the Southwest Water Reclamation Facility  
(SWWRF), including Reclaimed Water and Potable Water.**

**BID "A" Based on a Completion Time of 730 Calendar Days**

LINE NO.	ITEM NO.	DESCRIPTION	EST. QTY.	U/M	UNIT PRICE	EXTENDED PRICE
1.	101-1	Mobilization	1	LS		
2.	102-1	Maintenance of Traffic	1	LS		
3.	102-99	Portable Changeable Message Sign - Temporary	84	ED		
4.	104-10-3	Staked Silt Fence (Type III)	12,192	LF		
5.	104-11	Floating Turbidity Barrier	240	LF		
6.	104-15	Soil Tracking Prevention Device	2	EA		
7.	104-18	Inlet Protection System	18	EA		
8.	110-1-MC	Clearing & Grubbing, incl. riprap, trees, pipes, structures, wells, & underdrain removal.	31.20	AC		
9.	120-1	Regular Excavation	39,826	CY		
10.	120-4	Excavation, Subsoil	5,300	CY		
11.	120-5-MC	Channel Excavation	4,764	CY		
12.	120-6	Embankment (Regular)	37,925	CY		
13.	145-1	Geosynthetic Reinforced Soil Slope	3,250	SF		
14.	160-4	12" Stabilized Sub-base (LBR 60)	34,000	SY		
15.	285-704	Optional Base Group 4:	276	SY		
16.	285-709	Optional Base Group 9:	32,777	SY		
17.	327-70-1	Milling Exist. Asph. Pavement (1" Avg. Depth)	29,268	SY		

2

Bid "A", IFB#15-0465-OV,  
Based on 730 Calendar Day  
Completion Time

BIDDER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

**BID FORM (Submit in Duplicate)****IFB #15-0465-OV**

**53rd Avenue West, 43rd Street West to 75th Street West, Roadway, Striping & Signal Work,  
Force Main 27-A, from 51st Street West to the Southwest Water Reclamation Facility  
(SWWRF), including Reclaimed Water and Potable Water.**

**BID "A" Based on a Completion Time of 730 Calendar Days**

LINE NO.	ITEM NO.	DESCRIPTION	EST. QTY.	U/M	UNIT PRICE	EXTENDED PRICE
18.	334-1-MC1	2" Type S-I Asphalt Concrete (Incl Tack Coat)	3,727	TN		
19.	334-1-MC2	1" Type S-III Asphalt Concrete	3,587	TN		
20.	400-1	Class I Concrete (Endwalls), Including Reinforcing Steel / Wingwalls	15.50	CY		
21.	400-1	Class I Concrete (Weir Wall), Including Reinforcing Steel	6.40	CY		
22.	400-1	Class I Concrete (Agricultural crossing at sta. 61+00), Incl. Reinforcing Steel	23.70	CY		
23.	425-1-351	Inlets, Curb, Type P-5, <10'	1	EA		
24.	425-1-549	Inlet (Dt Bot) (Type D Modified) (<10')	5	EA		
25.	425-1-MC1	Grate Inlets w/ 4' Sump	4	EA		
26.	425-1-MC2	Diversion Boxes	2	EA		
27.	425-1-MC3	Concrete Block Box 4' x 4'	1	EA		
28.	425-1-MC4	Adjust/Reconstruct Existing Inlet	2	EA		
29.	430-174-112	Pipe Side Drain Culv (A2000,PVC)(12")	75	LF		
30.	430-174-115	Pipe Side Drain Culv (A2000,PVC)(15")	22	LF		
31.	430-174-136	Pipe Side Drain Culv (RCP)(36")	26	LF		
32.	430-174-142	Pipe Side Drain Culv (RCP)(42")	73	LF		
33.	430-175-115	Pipe Cross Drain Culv (A2000,PVC)(15")	167	LF		
34.	430-175-115	Pipe Cross Drain Culv (ADS)(15")	19	LF		

BIDDER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_



**BID FORM (Submit in Duplicate)****IFB #15-0465-OV**

**53rd Avenue West, 43rd Street West to 75th Street West, Roadway, Striping & Signal Work,  
Force Main 27-A, from 51st Street West to the Southwest Water Reclamation Facility  
(SWWRF), including Reclaimed Water and Potable Water.**

**BID "A" Based on a Completion Time of 730 Calendar Days**

LINE NO.	ITEM NO.	DESCRIPTION	EST. QTY.	U/M	UNIT PRICE	EXTENDED PRICE
35.	430-175-118	Pipe Storm Sewer Culv (A2000)(18")	144	LF		
36.	430-175-121	Pipe Storm Sewer Culv (A2000)(21")	324	LF		
37.	430-175-124	Pipe Cross Drain Culv (RCP)(24")	10	LF		
38.	430-175-124	Pipe Storm Sewer Culv (A2000)(24")	765	LF		
39.	430-175-130	Pipe Storm Sewer Culv (A2000)(30")	719	LF		
40.	430-175-142	Pipe Cross Drain Culv (RCP)(42")	19	LF		
41.	430-175-215	Pipe Storm Drain Culv (ERCP) (12"x18")	443	LF		
42.	430-175-224	Pipe Cross Drain Culv (ERCP) (19"x30")	120	LF		
43.	430-175-230	Pipe Cross Drain Culv (ERCP)(24"x38")	190	LF		
44.	430-830	Pipe Filling and Plugging - Place out of Service	10.90	CY		
45.	430-982-123	MES (Cross Drain) 15"	3	EA		
46.	430-982-129	MES (Cross Drain) 24"	2	EA		
47.	430-982-140	MES (Cross Drain) 42"	1	EA		
48.	430-982-633	MES (Cross Drain) 24"x38"	4	EA		
49.	430-984-121	MES (Round) (12" SD)	5	EA		
50.	430-984-123	MES (Round) (15" SD)	2	EA		
51.	430-984-133	MES (Round) (30" SD)	1	EA		

4  
Bid "A", IFB#15-0465-OV,  
Based on 730 Calendar Day  
Completion Time

BIDDER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

**BID FORM (Submit in Duplicate)****IFB #15-0465-OV**

**53rd Avenue West, 43rd Street West to 75th Street West, Roadway, Striping & Signal Work, Force Main 27-A, from 51st Street West to the Southwest Water Reclamation Facility (SWWRF), including Reclaimed Water and Potable Water.**

**BID "A" Based on a Completion Time of 730 Calendar Days**

LINE NO.	ITEM NO.	DESCRIPTION	EST. QTY.	U/M	UNIT PRICE	EXTENDED PRICE
52.	430-984-138	MES (Round) (36" SD)	1	EA		
53.	430-984-140	MES (Round) (42" SD)	6	EA		
54.	430-984-623	MES (Conc Pipe Ellip) (12"x18") (SD)	7	EA		
55.	440-1-MC	6" Underdrain	624	LF		
56.	515-2-302	Pedestrian / Bicycle Railing, Aluminum, 54" Picket Railing	80	LF		
57.	520-1-MC1	Type AB Curb & Gutter	171	LF		
58.	520-1-10	Type F Curb & Gutter	294	LF		
59.	520-2-1	Type A, Concrete Curb	16,082	LF		
60.	520-5-MC	Emergency Crossing	70	LF		
61.	522-1-MC	4" Concrete Sidewalk (Incl. Detectable Warning Truncated Dome)	5,007	SY		
62.	522-2-MC	6" Concrete Sidewalk, Reinforced Driveway (Incl. 6" x 6" #10 Mesh)	711	SY		
63.	530-3-4	Rip-Rap (Rubble)	275	TN		
64.	550-10-910	Fencing, Special Type, 0.0-5.0', Standard Fence, Removal and Reloc. (Incl. Gates, All Types incl. hog wire, barbed wire & chain link)	600	LF		
65.	550-MC		3,055	LF		
66.	570-1-2	Sodding (Performance Turf, Bahia) (Includes Mowing)	76,896	SY		
67.	570-MC	Wetland creation, mitigation and enhancement at SW corner of 53rd Ave W & 43rd St W	1	LS		

5  
 Bid "A", IFB#15-0465-OV,  
 Based on 730 Calendar Day  
 Completion Time

BIDDER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

**BID FORM (Submit in Duplicate)****IFB #15-0465-OV**

**53rd Avenue West, 43rd Street West to 75th Street West, Roadway, Striping & Signal Work,  
Force Main 27-A, from 51st Street West to the Southwest Water Reclamation Facility  
(SWWRF), including Reclaimed Water and Potable Water.**

**BID "A" Based on a Completion Time of 730 Calendar Days**

<b>LINE NO.</b>	<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>EST. QTY.</b>	<b>U/M</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
68.	630-2-11	CONDUIT (F&I) (OPEN TRENCH)	7,794	LF		
69.	630-2-12	CONDUIT (F & I) (DIRECTIONAL BORE)	2,537	LF		
70.	632-7-1	CABLE, SIGNAL (F&I)	2	PI		
71.	633-1-121	FIBER OPTIC CABLE (F&I) (UNDERGROUND) (2-12 FIBERS)	190	LF		
72.	633-2-31	FIBER OPTIC CONNECTION (INSTALL SPLICE)	4	EA		
73.	633-3-11	FIBER OPTIC CONNECTION HARDWARE (F&I) (SPLICE ENCLOSURE)	1	EA		
74.	633-3-12	FIBER OPTIC CONNECTION HARDWARE (F&I) (SPLICE TRAY)	1	EA		
75.	633-3-15	FIBER OPTIC CONNECTION HARDWARE (F&I) (PATCH PANEL, PRETERMINATED)	1	EA		
76.	635-2-11	PULL & SPLICE BOXES (F&I) (17" X 30" COVER SIZE)	22	EA		
77.	635-2-12	PULL & SPLICE BOXES (F&I) (24" X 36" COVER SIZE)	19	EA		
78.	635-2-13	PULL & SPLICE BOXES (F&I) (30" X 60" RECTANGLE)	4	EA		
79.	639-1-122	ELECTRICAL POWER SERVICE (UNDERGROUND) METER PURCH. BY CONT.	2	AS		
80.	639-2-1	ELECTRICAL SERVICE WIRE	771	LF		
81.	639-3-11	ELECTRICAL SERVICE DISCONNECT (F&I) (POLE MOUNT)	1	EA		
82.	639-4-6	EMERGENCY GENERATOR - PORTABLE, INSTALL HOUSING ONLY	2	EA		
83.	641-2-12	PRESTRESSED CONCRETE POLE (F&I) (TYPE P-II SERVICE POLE) 12'	2	EA		

6

Bid "A", IFB#15-0465-OV,  
Based on 730 Calendar Day  
Completion Time

BIDDER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

**BID FORM (Submit in Duplicate)****IFB #15-0465-OV**

**53rd Avenue West, 43rd Street West to 75th Street West, Roadway, Striping & Signal Work,  
Force Main 27-A, from 51st Street West to the Southwest Water Reclamation Facility  
(SWWRF), including Reclaimed Water and Potable Water.**

**BID "A" Based on a Completion Time of 730 Calendar Days**

<b>LINE NO.</b>	<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>EST. QTY.</b>	<b>U/M</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
84.	646-1-11	ALUMINUM SIGNALS POLE (PEDESTAL) (F&I)	8	EA		
85.	649-31-207	STEEL MAST ARM ASSEM. (F&I) (WS-130) (SNGLE ARM) (W/ LUMINAIRE) (46')	1	EA		
86.	649-31-208	STEEL MAST ARM ASSEM. (F&I) (WS-130) (SINGLE ARM) (W/ LUMINAIRE) (60')	3	EA		
87.	649-31-299	STEEL MAST ARM ASSEM. (F&I) (WS-130) (DOUBLE ARM) (W/ LUMINAIRE) (60'-60')	1	EA		
88.	650-1-311	TRAFFIC SIGNAL (F&I) (3 SECT) (1 WAY) (STANDARD) (ALUMINUM)	14	AS		
89.	650-1-511	TRAFFIC SIGNAL (F&I) (5 SECT) (1 WAY) (STANDARD) (ALUMINUM)	2	AS		
90.	653-191	PEDESTRIAN SIGNAL (F&I) (LED-COUNTDOWN) (1 WAY)	8	AS		
91.	660-4-11	VEHICLE DETECTION SYSTEM-VIDEO (F&I) (CABINET EQUIPMENT)	6	EA		
92.	660-4-12	VEHICLE DETECTION SYSTEM-VIDEO (F&I) (ABOVE GRND EQUIPMENT)	6	EA		
93.	665-1-11	PEDESTRIAN DETECTOR (F&I)	8	EA		
94.	670-5-112	TRAFFIC CONTROLLER ASSEMBLY (F&I) (NEMA) ( 2 PREEMPTION PLAN)	2	AS		
95.	682-1-11	CCTV CAMERA, DOME ENCLOSURE, PRESSURIZED	1	EA		
96.	684-1-1	ITS FIELD MANAGED ETHERNET SWITCH	2	EA		
97.	684-3-11	DIGITAL VIDEO ENCODER WITH SOFTWARE ENCODER	1	EA		

7  
Bid "A", IFB#15-0465-OV,  
Based on 730 Calendar Day  
Completion Time

BIDDER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

**BID FORM (Submit in Duplicate)****IFB #15-0465-OV**

**53rd Avenue West, 43rd Street West to 75th Street West, Roadway, Striping & Signal Work,  
Force Main 27-A, from 51st Street West to the Southwest Water Reclamation Facility  
(SWWRF), including Reclaimed Water and Potable Water.**

**BID "A" Based on a Completion Time of 730 Calendar Days**

<b>LINE NO.</b>	<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>EST. QTY.</b>	<b>U/M</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
98.	685-106	SYSTEM AUXILIARIES (F&I) (UNINTERRUPTIBLE POWER SOURCE)	2	EA		
99.	690-10	TRAFFIC SIGNAL HEAD ASSEMBLY, REMOVAL	12	EA		
100.	690-34-1	POLE REMOVAL - DEEP (DIRECT BURIAL)	4	EA		
101.	690-50	CONTROLLER ASSEMBLY REMOVE (COMPLETE ASSEMBLY)	2	EA		
102.	690-80	SPAN WIRE ASSEMBLY REMOVE	2	EA		
103.	690-90	REMOVE CONDUIT & CABLING	2	PI		
104.	690-100	SIGNAL EQUIPMENT, MISCELLANEOUS REMOVE	2	PI		
105.	700-1-11	SINGLE POST SIGN (F&I GRND MOUNT) (UP TO 12 SF)	22	AS		
106.	700-1-12	SINGLE POST SIGN (F&I GRND MOUNT) (12-20 SF)	14	AS		
107.	700-1-13	SINGLE POST SIGN (F&I GRND MOUNT) (21-30 SF)	2	AS		
108.	700-1-50	SINGLE POST SIGN (RELOCATE)	5	AS		
109.	700-1-60	SINGLE POST SIGN (REMOVE)	17	AS		
110.	700-2-13	MULTI-POST SIGN (F&I GRND MOUNT 31-30 SF)	4	AS		
111.	700-2-15	MULTI-POST SIGN (F&I GRND MOUNT 51-100 SF)	1	AS		
112.	700-3-601	SIGN PANEL (REMOVE) (UP TO 12 SF)	3	EA		
113.	700-5-22	INTERNALLY ILLUMINATED SIGN (F&I) (LED) (12-18 SF)	6	EA		
114.	705-10-1	OBJECT MARKER (TYPE I)	12	EA		

8

Bid "A", IFB#15-0465-OV,  
Based on 730 Calendar Day  
Completion Time

BIDDER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

**BID FORM (Submit in Duplicate)****IFB #15-0465-OV**

**53rd Avenue West, 43rd Street West to 75th Street West, Roadway, Striping & Signal Work,  
Force Main 27-A, from 51st Street West to the Southwest Water Reclamation Facility  
(SWWRF), including Reclaimed Water and Potable Water.**

**BID "A" Based on a Completion Time of 730 Calendar Days**

LINE NO.	ITEM NO.	DESCRIPTION	EST. QTY.	U/M	UNIT PRICE	EXTENDED PRICE
115.	705-11-1	DELINEATOR, FLEXIBLE TUBULAR	6	EA		
116.	706-3	RETRO-REFLECTIVE PAVEMENT MARKERS	575	EA		
117.	710-11-290	PAINTED PAVEMENT MARKINGS (STANDARD) (YELLOW) (ISLAND NOSE)	88	SF		
118.	711-11-123	THERMOPLASTIC (STANDARD) (WHITE) (SOLID) (12")	564	LF		
119.	711-11-124	THERMOPLASTIC (STANDARD) (WHITE) (SOLID) (18")	119	LF		
120.	711-11-125	THERMOPLASTIC (STANDARD) (WHITE) (SOLID) (24")	654	LF		
121.	711-11-151	THERMOPLASTIC (STANDARD) (WHITE) (6")(2' - 4' SKIP) & (6'-10' SKIP)	552	LF		
122.	711-11-160	THERMOPLASTIC (STANDARD) (WHITE) (MESSAGE)	1	EA		
123.	711-11-170	THERMOPLASTIC (STANDARD) (WHITE) (ARROW)	27	EA		
124.	711-11-224	THERMOPLASTIC (STANDARD) (YELLOW) (SOLID) (18")	66	LF		
125.	711-11-251	THERMOPLASTIC (STANDARD) (YELLOW) (6")(6'-10' SKIP)	336	LF		
126.	711-14-160	THERMOPLASTIC (PREFORMED) (WHITE) (MESSAGE)	16	EA		
127.	711-14-170	THERMOPLASTIC (PREFORMED) (WHITE) (ARROWS)	16	EA		
128.	711-16-111	THERMOPLASTIC (STANDARD-OTHER SURFACES) (WHITE) (SOLID) (6")	3.744	NM		
129.	711-16-112	THERMOPLASTIC (STANDARD-OTHER SURFACES) (WHITE) (SOLID) (8")	0.186	NM		
130.	711-16-131	THERMOPLASTIC (STANDARD-OTHER SURFACES) (WHITE) (SKIP) (6") (10'-30' SKIP)	3.298	GM		

9

Bid "A", IFB#15-0465-OV,  
Based on 730 Calendar Day  
Completion Time

BIDDER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

<b>BID FORM (Submit in Duplicate)</b>						
<b>IFB #15-0465-OV</b>						
<b>53rd Avenue West, 43rd Street West to 75th Street West, Roadway, Striping &amp; Signal Work, Force Main 27-A, from 51st Street West to the Southwest Water Reclamation Facility (SWWRF), including Reclaimed Water and Potable Water.</b>						
<b>BID "A" Based on a Completion Time of 730 Calendar Days</b>						
<b>LINE NO.</b>	<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>EST. QTY.</b>	<b>U/M</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
131.	711-16-211	THERMOPLASTIC (STANDARD-OTHER SURFACES) (YELLOW) (SOLID) (6")	3.22	NM		
132.	711-17	THERMOPLASTIC (REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS)	92	SF		
133.	785-1-13	ITS FIELD CABINET (F&I) CONCRETE POLE WITHOUT LOWERING DEVICE	1	EA		
134.	785-2-132	ITS FIELD CABINET (F&I) (TYPE 336S) (POLE MOUNT)	1	EA		
		<b>SUBTOTAL ROADWAY, STRIPING &amp; SIGNAL</b>				
		<b>Contract Contingency - 10% of Subtotal Roadway, Striping &amp; Signal (Used only with County Approval)</b>	10	%		
		<b>TOTAL ROADWAY, STRIPING &amp; SIGNAL, Bid "A" Based on a Completion Time of 730 Calendar Days (Including 10% Contingency)</b>				

BIDDER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

**BID FORM (Submit in Duplicate)****IFB #15-0465-OV**

**53rd Avenue West, 43rd Street West to 75th Street West, Roadway, Striping & Signal Work,  
Force Main 27-A, from 51st Street West to the Southwest Water Reclamation Facility  
(SWWRF), including Reclaimed Water and Potable Water.**

**BID "A" Based on a Completion Time of 730 Calendar Days**

LINE NO.	ITEM NO.	DESCRIPTION	EST. QTY.	U/M	UNIT PRICE	EXTENDED PRICE
		<b>FORCE MAIN</b>				
U1		42" DIP (CL350) Force Main	5,300	LF		
U2		42" DIP RJ (CL350) Force Main	1,500	LF		
U3		30" DIP (CL 350) Force Main	70	LF		
U4		20" DIP (CL 350) Force Main	345	LF		
U5		18" DIP (CL 350) Force Main	350	LF		
U6		12" DIP (CL 350) Force Main	150	LF		
U7		8" DIP (CL350) Force Main	95	LF		
U8		42" Pipe Restraints	30	EA		
U9		30" Pipe Restraints	9	EA		
U10		20", 18", & 16" Pipe Restraints - Not for 18" Potable Water	48	EA		
U11		12" & Smaller Pipe Restraints	20	EA		
U12		42" Plug Valve for Force Main	3	EA		
U13		30" Plug Valve for Force Main	2	EA		
U14		20" or 18" Gate Valve for Force Main	8	EA		
U15		20" x 18" Tapping Sleeve & Valve for Force Main	4	EA		

BIDDER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_



**BID FORM (Submit in Duplicate)****IFB #15-0465-OV**

**53rd Avenue West, 43rd Street West to 75th Street West, Roadway, Striping & Signal Work,  
Force Main 27-A, from 51st Street West to the Southwest Water Reclamation Facility  
(SWWRF), including Reclaimed Water and Potable Water.**

**BID "A" Based on a Completion Time of 730 Calendar Days**

LINE NO.	ITEM NO.	DESCRIPTION	EST. QTY.	U/M	UNIT PRICE	EXTENDED PRICE
U16		12" Gate Valve for Force Main	2	EA		
U17		DI Fittings	63,000	LB		
U18		Connect to Exist. 42" Force Main	2	EA		
U19		Connect to Exist. 30" Force Main	1	EA		
U20		Adjust Existing Valve Boxes to Finish Grade	8	EA		
U21		Grout Fill Abandoned Mains	2,500	CF		
U22		Asphalt Road Restoration (Base & Resurface) Type1	1,100	SY		
U23		Asphalt Road Restoration (Base & Resurface)Type 2	4,500	SY		
U24		Asphalt Road Restoration (Mill & Resurface)	400	SY		
U25		6" Optional Base Group 4 (FDOT Index 514)	4,100	SY		
U26		Silt Fence (not on 53rd Ave)	3,000	LF		
U27		Curb & Gutter Replacement	80	LF		
U28		Hydroseeding	5,000	SY		
U29		Sodding	2,500	SY		
U30		ARV Assembly - Water Mains	3	EA		

BIDDER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

12  
Bid "A", IFB#15-0465-OV,  
Based on 730 Calendar Day  
Completion Time

**BID FORM (Submit in Duplicate)****IFB #15-0465-OV**

**53rd Avenue West, 43rd Street West to 75th Street West, Roadway, Striping & Signal Work,  
Force Main 27-A, from 51st Street West to the Southwest Water Reclamation Facility  
(SWWRF), including Reclaimed Water and Potable Water.**

**BID "A" Based on a Completion Time of 730 Calendar Days**

LINE NO.	ITEM NO.	DESCRIPTION	EST. QTY.	U/M	UNIT PRICE	EXTENDED PRICE
U31		ARV Assembly - Force Mains	4	EA		
U32		ARV Assembly including Manhole	6	EA		
U33		Erosion Control	1	LS		
U34		MOT to FDOT Stds. incl. Temp Roads & Barriers	1	LS		
U35		20" Line Stop	4	EA		
U36		Concrete Thrust Blocks	120	CY		
U37		Golf FMain 4" HDPE (DR11) & 42x6 Tap Sleeve & GV.	1	LS		
U38		Meter Vault, Mag Meter, Panel, and Appurtenances	1	LS		
U39		2" HDPE Elect. Conduit (DR11 )	295	LF		
U40		Storm Drain Inlet Type C incl. 30LF 12"x18" RCP	2	EA		
U41		Mobilization	1	LS		
U42		Miscellaneous Work & Clean Up	1	LS		
		<b>SUBTOTAL FORCE MAIN</b>				
U43		Contract Contingency - 5% of Subtotal Force Main (Used only with County Approval)	5	%		
		<b>TOTAL FORCE MAIN, BID "A" Based on a Completion Time of 730 Calendar Days (Including 5% Contingency)</b>				

BIDDER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

<b>BID FORM (Submit in Duplicate)</b>						
<b>IFB #15-0465-OV</b>						
<b>53rd Avenue West, 43rd Street West to 75th Street West, Roadway, Striping &amp; Signal Work, Force Main 27-A, from 51st Street West to the Southwest Water Reclamation Facility (SWWRF), including Reclaimed Water and Potable Water.</b>						
<b>BID "A" Based on a Completion Time of 730 Calendar Days</b>						
<b>LINE NO.</b>	<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>EST. QTY.</b>	<b>U/M</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
		<b>RECLAIMED WATER ITEMS</b>				
U44		24" DIP (CL 350) Reclaim Waterline (incl. removal)	1,340	LF		
U45		24" Pipe Restraints	36	EA		
U46		24" Butterfly Valve for RCW	5	EA		
U47		Relocate Exist. Reclaim Meter Assemblies & Hydrant	1	LS		
U48		Mobilization	1	LS		
		<b>SUBTOTAL RECLAIMED WATER ITEMS</b>				
U49		Contract Contingency - 5% of Subtotal Reclaimed Water Items (Used only with County Approval)	5	%		
		<b>TOTAL RECLAIMED WATER ITEMS, BID "A" Based on a Completion Time of 730 Calendar Days (Including 5% Contingency)</b>				

BIDDER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

BID FORM (Submit in Duplicate)						
IFB #15-0465-OV						
53rd Avenue West, 43rd Street West to 75th Street West, Roadway, Striping & Signal Work, Force Main 27-A, from 51st Street West to the Southwest Water Reclamation Facility (SWWRF), including Reclaimed Water and Potable Water.						
BID "A" Based on a Completion Time of 730 Calendar Days						
LINE NO.	ITEM NO.	DESCRIPTION	EST. QTY.	U/M	UNIT PRICE	EXTENDED PRICE
		<b>POTABLE WATER ITEMS</b>				
U50		8" DIP (CL350) Waterline (incl. removal)	145	LF		
U51		18" Pipe Restraints for Existing 18" Potable Waterline	100	EA		
U52		Adjust Existing Valve Boxes to Finish Grade	10	EA		
U53		Fire Hydrant Assembly	7	EA		
U54		8" Gate Valve for Waterline	2	EA		
		<b>SUBTOTAL POTABLE WATER ITEMS</b>				
U55		Contract Contingency - 10% of Subtotal Potable Water Items (Used only with County Approval)	10	%		
		<b>TOTAL POTABLE WATER, BID "A" Based on a Completion Time of 730 Calendar Days (Including 10% Contingency)</b>				
		<b>GRAND TOTAL AWARD FOR ROADWAY, STRIPING &amp; SIGNAL, FORCE MAIN, RECLAIMED WATER AND POTABLE WATER ITEMS. BID "A", BASED ON A COMPLETION TIME OF 730 CALENDAR DAYS (Including Contingency)</b>				

BIDDER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

<b>BID FORM (Submit in Duplicate)</b>						
<b>IFB #15-0465-OV</b>						
<b>53rd Avenue West, 43rd Street West to 75th Street West, Roadway, Striping &amp; Signal Work, Force Main 27-A, from 51st Street West to the Southwest Water Reclamation Facility (SWWRF), including Reclaimed Water and Potable Water:</b>						
<b>BID "B" Based on a Completion Time of 640 Calendar Days</b>						
<b>LINE NO.</b>	<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>EST. QTY.</b>	<b>U/M</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
1.	101-1	Mobilization	1	LS		
2.	102-1	Maintenance of Traffic	1	LS		
3.	102-99	Portable Changeable Message Sign - Temporary	84	ED		
4.	104-10-3	Staked Silt Fence (Type III)	12,192	LF		
5.	104-11	Floating Turbidity Barrier	240	LF		
6.	104-15	Soil Tracking Prevention Device	2	EA		
7.	104-18	Inlet Protection System	18	EA		
8.	110-1-MC	Clearing & Grubbing, incl. riprap, trees, pipes, structures, wells, & underdrain removal.	31.20	AC		
9.	120-1	Regular Excavation	39,826	CY		
10.	120-4	Excavation, Subsoil	5,300	CY		
11.	120-5-MC	Channel Excavation	4,764	CY		
12.	120-6	Embankment (Regular)	37,925	CY		
13.	145-1	Geosynthetic Reinforced Soil Slope	3,250	SF		
14.	160-4	12" Stabilized Sub-base (LBR 60)	34,000	SY		
15.	285-704	Optional Base Group 4:	276	SY		
16.	285-709	Optional Base Group 9:	32,777	SY		
17.	327-70-1	Milling Exist. Asph. Pavement (1" Avg. Depth)	29,268	SY		

16  
 Bid "B", IFB#15-0465-OV,  
 Based on 640 Calendar Day  
 Completion Time

BIDDER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

<b>BID FORM (Submit in Duplicate)</b>						
<b>IFB #15-0465-OV</b>						
<b>53rd Avenue West, 43rd Street West to 75th Street West, Roadway, Striping &amp; Signal Work, Force Main 27-A, from 51st Street West to the Southwest Water Reclamation Facility (SWWRF), including Reclaimed Water and Potable Water:</b>						
<b>BID "B" Based on a Completion Time of 640 Calendar Days</b>						
<b>LINE NO.</b>	<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>EST. QTY.</b>	<b>U/M</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
18.	334-1-MC1	2" Type S-I Asphalt Concrete (Incl Tack Coat)	3,727	TN		
19.	334-1-MC2	1" Type S-III Asphalt Concrete	3,587	TN		
20.	400-1	Class I Concrete (Endwalls), Including Reinforcing Steel / Wingwalls	15.50	CY		
21.	400-1	Class I Concrete (Weir Wall), Including Reinforcing Steel	6.40	CY		
22.	400-1	Class I Concrete (Agricultural crossing at sta. 61+00), Incl. Reinforcing Steel	23.70	CY		
23.	425-1-351	Inlets, Curb, Type P-5, <10'	1	EA		
24.	425-1-549	Inlet (Dt Bot) (Type D Modified) (<10')	5	EA		
25.	425-1-MC1	Grate Inlets w/ 4' Sump	4	EA		
26.	425-1-MC2	Diversion Boxes	2	EA		
27.	425-1-MC3	Concrete Block Box 4' x 4'	1	EA		
28.	425-1-MC4	Adjust/Reconstruct Existing Inlet	2	EA		
29.	430-174-112	Pipe Side Drain Culv (A2000,PVC)(12")	75	LF		
30.	430-174-115	Pipe Side Drain Culv (A2000,PVC)(15")	22	LF		
31.	430-174-136	Pipe Side Drain Culv (RCP)(36")	26	LF		
32.	430-174-142	Pipe Side Drain Culv (RCP)(42")	73	LF		
33.	430-175-115	Pipe Cross Drain Culv (A2000,PVC)(15")	167	LF		
34.	430-175-115	Pipe Cross Drain Culv (ADS)(15")	19	LF		

17  
 Bid "B", IFB#15-0465-OV,  
 Based on 640 Calendar Day  
 Completion Time

BIDDER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

<b>BID FORM (Submit in Duplicate)</b>						
<b>IFB #15-0465-OV</b>						
<b>53rd Avenue West, 43rd Street West to 75th Street West, Roadway, Striping &amp; Signal Work, Force Main 27-A, from 51st Street West to the Southwest Water Reclamation Facility (SWWRF), including Reclaimed Water and Potable Water:</b>						
<b>BID "B" Based on a Completion Time of 640 Calendar Days</b>						
<b>LINE NO.</b>	<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>EST. QTY.</b>	<b>U/M</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
35.	430-175-118	Pipe Storm Sewer Culv (A2000)(18")	144	LF		
36.	430-175-121	Pipe Storm Sewer Culv (A2000)(21")	324	LF		
37.	430-175-124	Pipe Cross Drain Culv (RCP)(24")	10	LF		
38.	430-175-124	Pipe Storm Sewer Culv (A2000)(24")	765	LF		
39.	430-175-130	Pipe Storm Sewer Culv (A2000)(30")	719	LF		
40.	430-175-142	Pipe Cross Drain Culv (RCP)(42")	19	LF		
41.	430-175-215	Pipe Storm Drain Culv (ERCP) (12"x18")	443	LF		
42.	430-175-224	Pipe Cross Drain Culv (ERCP) (19"x30")	120	LF		
43.	430-175-230	Pipe Cross Drain Culv (ERCP)(24"x38")	190	LF		
44.	430-830	Pipe Filling and Plugging - Place out of Service	10.90	CY		
45.	430-982-123	MES (Cross Drain) 15"	3	EA		
46.	430-982-129	MES (Cross Drain) 24"	2	EA		
47.	430-982-140	MES (Cross Drain) 42"	1	EA		
48.	430-982-633	MES (Cross Drain) 24"x38"	4	EA		
49.	430-984-121	MES (Round) (12" SD)	5	EA		
50.	430-984-123	MES (Round) (15" SD)	2	EA		
51.	430-984-133	MES (Round) (30" SD)	1	EA		

18  
 Bid "B", IFB#15-0465-OV,  
 Based on 640 Calendar Day  
 Completion Time

BIDDER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

<b>BID FORM (Submit in Duplicate)</b>						
<b>IFB #15-0465-OV</b>						
<b>53rd Avenue West, 43rd Street West to 75th Street West, Roadway, Striping &amp; Signal Work, Force Main 27-A, from 51st Street West to the Southwest Water Reclamation Facility (SWWRF), including Reclaimed Water and Potable Water:</b>						
<b>BID "B" Based on a Completion Time of 640 Calendar Days</b>						
<b>LINE NO.</b>	<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>EST. QTY.</b>	<b>U/M</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
52.	430-984-138	MES (Round) (36" SD)	1	EA		
53.	430-984-140	MES (Round) (42" SD)	6	EA		
54.	430-984-623	MES (Conc Pipe Ellip) (12"x18") (SD)	7	EA		
55.	440-1-MC	6" Underdrain	624	LF		
56.	515-2-302	Pedestrian / Bicycle Railing, Aluminum, 54" Picket Railing	80	LF		
57.	520-1-MC1	Type AB Curb & Gutter	171	LF		
58.	520-1-10	Type F Curb & Gutter	294	LF		
59.	520-2-1	Type A, Concrete Curb	16,082	LF		
60.	520-5-MC	Emergency Crossing	70	LF		
61.	522-1-MC	4" Concrete Sidewalk (Incl. Detectable Warning Truncated Dome)	5,007	SY		
62.	522-2-MC	6" Concrete Sidewalk, Reinforced Driveway (Incl. 6" x 6" #10 Mesh)	711	SY		
63.	530-3-4	Rip-Rap (Rubble)	275	TN		
64.	550-10-910	Fencing, Special Type, 0.0-5.0', Standard Fence, Removal and Reloc. (Incl. Gates, All Types incl. hog wire, barbed wire & chain link)	600	LF		
65.	550-MC		3,055	LF		
66.	570-1-2	Sodding (Performance Turf, Bahia) (Includes Mowing)	76,896	SY		
67.	570-MC	Wetland creation, mitigation and enhancement at SW corner of 53rd Ave W & 43rd St W	1	LS		

19  
 Bid "B", IFB#15-0465-OV,  
 Based on 640 Calendar Day  
 Completion Time

BIDDER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_



**BID FORM (Submit in Duplicate)****IFB #15-0465-OV**

**53rd Avenue West, 43rd Street West to 75th Street West, Roadway, Striping & Signal Work, Force Main 27-A, from 51st Street West to the Southwest Water Reclamation Facility (SWWRF), including Reclaimed Water and Potable Water:**

**BID "B" Based on a Completion Time of 640 Calendar Days**

LINE NO.	ITEM NO.	DESCRIPTION	EST. QTY.	U/M	UNIT PRICE	EXTENDED PRICE
68.	630-2-11	CONDUIT (F&I) (OPEN TRENCH)	7,794	LF		
69.	630-2-12	CONDUIT (F & I) (DIRECTIONAL BORE)	2,537	LF		
70.	632-7-1	CABLE, SIGNAL (F&I)	2	PI		
71.	633-1-121	FIBER OPTIC CABLE (F&I) (UNDERGROUND) (2-12 FIBERS)	190	LF		
72.	633-2-31	FIBER OPTIC CONNECTION (INSTALL SPLICE)	4	EA		
73.	633-3-11	FIBER OPTIC CONNECTION HARDWARE (F&I) (SPLICE ENCLOSURE)	1	EA		
74.	633-3-12	FIBER OPTIC CONNECTION HARDWARE (F&I) (SPLICE TRAY)	1	EA		
75.	633-3-15	FIBER OPTIC CONNECTION HARDWARE (F&I) (PATCH PANEL, PRETERMINATED)	1	EA		
76.	635-2-11	PULL & SPLICE BOXES (F&I) (17" X 30" COVER SIZE)	22	EA		
77.	635-2-12	PULL & SPLICE BOXES (F&I) (24" X 36" COVER SIZE)	19	EA		
78.	635-2-13	PULL & SPLICE BOXES (F&I) (30" X 60" RECTANGLE)	4	EA		
79.	639-1-122	ELECTRICAL POWER SERVICE (UNDERGROUND) METER PURCH. BY CONT.	2	AS		
80.	639-2-1	ELECTRICAL SERVICE WIRE	771	LF		
81.	639-3-11	ELECTRICAL SERVICE DISCONNECT (F&I) (POLE MOUNT)	1	EA		
82.	639-4-6	EMERGENCY GENERATOR - PORTABLE, INSTALL HOUSING ONLY	2	EA		
83.	641-2-12	PRESTRESSED CONCRETE POLE (F&I) (TYPE P-II SERVICE POLE) 12'	2	EA		

20  
Bid "B", IFB#15-0465-OV,  
Based on 640 Calendar Day  
Completion Time

BIDDER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

**BID FORM (Submit in Duplicate)****IFB #15-0465-OV**

**53rd Avenue West, 43rd Street West to 75th Street West, Roadway, Striping & Signal Work,  
Force Main 27-A, from 51st Street West to the Southwest Water Reclamation Facility  
(SWWRF), including Reclaimed Water and Potable Water:**

**BID "B" Based on a Completion Time of 640 Calendar Days**

LINE NO.	ITEM NO.	DESCRIPTION	EST. QTY.	U/M	UNIT PRICE	EXTENDED PRICE
84.	646-1-11	ALUMINUM SIGNALS POLE (PEDESTAL) (F&I)	8	EA		
85.	649-31-207	STEEL MAST ARM ASSEM. (F&I) (WS-130) (SINGLE ARM) (W/ LUMINAIRE) (46')	1	EA		
86.	649-31-208	STEEL MAST ARM ASSEM. (F&I) (WS-130) (SINGLE ARM) (W/ LUMINAIRE) (60')	3	EA		
87.	649-31-299	STEEL MAST ARM ASSEM. (F&I) (WS-130) (DOUBLE ARM) (W/ LUMINAIRE) (60'-60')	1	EA		
88.	650-1-311	TRAFFIC SIGNAL (F&I) (3 SECT) (1 WAY) (STANDARD) (ALUMINUM)	14	AS		
89.	650-1-511	TRAFFIC SIGNAL (F&I) (5 SECT) (1 WAY) (STANDARD) (ALUMINUM)	2	AS		
90.	653-191	PEDESTRIAN SIGNAL (F&I) (LED-COUNTDOWN) (1 WAY)	8	AS		
91.	660-4-11	VEHICLE DETECTION SYSTEM-VIDEO (F&I) (CABINET EQUIPMENT)	6	EA		
92.	660-4-12	VEHICLE DETECTION SYSTEM-VIDEO (F&I) (ABOVE GRND EQUIPMENT)	6	EA		
93.	665-1-11	PEDESTRIAN DETECTOR (F&I)	8	EA		
94.	670-5-112	TRAFFIC CONTROLLER ASSEMBLY (F&I) (NEMA) ( 2 PREEMPTION PLAN)	2	AS		
95.	682-1-11	CCTV CAMERA, DOME ENCLOSURE, PRESSURIZED	1	EA		
96.	684-1-1	ITS FIELD MANAGED ETHERNET SWITCH	2	EA		
97.	684-3-11	DIGITAL VIDEO ENCODER WITH SOFTWARE ENCODER	1	EA		

BIDDER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

21  
Bid "B", IFB#15-0465-OV,  
Based on 640 Calendar Day  
Completion Time

**BID FORM (Submit in Duplicate)****IFB #15-0465-OV**

**53rd Avenue West, 43rd Street West to 75th Street West, Roadway, Striping & Signal Work,  
Force Main 27-A, from 51st Street West to the Southwest Water Reclamation Facility  
(SWWRF), including Reclaimed Water and Potable Water:**

**BID "B" Based on a Completion Time of 640 Calendar Days**

LINE NO.	ITEM NO.	DESCRIPTION	EST. QTY.	U/M	UNIT PRICE	EXTENDED PRICE
98.	685-106	SYSTEM AUXILIARIES (F&I) (UNINTERRUPTIBLE POWER SOURCE)	2	EA		
99.	690-10	TRAFFIC SIGNAL HEAD ASSEMBLY, REMOVAL	12	EA		
100.	690-34-1	POLE REMOVAL - DEEP (DIRECT BURIAL)	4	EA		
101.	690-50	CONTROLLER ASSEMBLY REMOVE (COMPLETE ASSEMBLY)	2	EA		
102.	690-80	SPAN WIRE ASSEMBLY REMOVE	2	EA		
103.	690-90	REMOVE CONDUIT & CABLING	2	PI		
104.	690-100	SIGNAL EQUIPMENT, MISCELLANEOUS REMOVE	2	PI		
105.	700-1-11	SINGLE POST SIGN (F&I GRND MOUNT) (UP TO 12 SF)	22	AS		
106.	700-1-12	SINGLE POST SIGN (F&I GRND MOUNT) (12-20 SF)	14	AS		
107.	700-1-13	SINGLE POST SIGN (F&I GRND MOUNT) (21-30 SF)	2	AS		
108.	700-1-50	SINGLE POST SIGN (RELOCATE)	5	AS		
109.	700-1-60	SINGLE POST SIGN (REMOVE)	17	AS		
110.	700-2-13	MULTI-POST SIGN (F&I GRND MOUNT 31-30 SF)	4	AS		
111.	700-2-15	MULTI-POST SIGN (F&I GRND MOUNT 51-100 SF)	1	AS		
112.	700-3-601	SIGN PANEL (REMOVE) (UP TO 12 SF)	3	EA		
113.	700-5-22	INTERNALLY ILLUMINATED SIGN (F&I) (LED) (12-18 SF)	6	EA		
114.	705-10-1	OBJECT MARKER (TYPE I)	12	EA		

22  
Bid "B", IFB#15-0465-OV,  
Based on 640 Calendar Day  
Completion Time

BIDDER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

**BID FORM (Submit in Duplicate)****IFB #15-0465-OV**

**53rd Avenue West, 43rd Street West to 75th Street West, Roadway, Striping & Signal Work,  
Force Main 27-A, from 51st Street West to the Southwest Water Reclamation Facility  
(SWWRF), including Reclaimed Water and Potable Water:**

**BID "B" Based on a Completion Time of 640 Calendar Days**

<b>LINE NO.</b>	<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>EST. QTY.</b>	<b>U/M</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
115.	705-11-1	DELINEATOR, FLEXIBLE TUBULAR	6	EA		
116.	706-3	RETRO-REFLECTIVE PAVEMENT MARKERS	575	EA		
117.	710-11-290	PAINTED PAVEMENT MARKINGS (STANDARD) (YELLOW) (ISLAND NOSE)	88	SF		
118.	711-11-123	THERMOPLASTIC (STANDARD) (WHITE) (SOLID) (12")	564	LF		
119.	711-11-124	THERMOPLASTIC (STANDARD) (WHITE) (SOLID) (18")	119	LF		
120.	711-11-125	THERMOPLASTIC (STANDARD) (WHITE) (SOLID) (24")	654	LF		
121.	711-11-151	THERMOPLASTIC (STANDARD) (WHITE) (6")(2' - 4' SKIP) & (6'-10' SKIP)	552	LF		
122.	711-11-160	THERMOPLASTIC (STANDARD) (WHITE) (MESSAGE)	1	EA		
123.	711-11-170	THERMOPLASTIC (STANDARD) (WHITE) (ARROW)	27	EA		
124.	711-11-224	THERMOPLASTIC (STANDARD) (YELLOW) (SOLID) (18")	66	LF		
125.	711-11-251	THERMOPLASTIC (STANDARD) (YELLOW) (6")(6'-10' SKIP)	336	LF		
126.	711-14-160	THERMOPLASTIC (PREFORMED) (WHITE) (MESSAGE)	16	EA		
127.	711-14-170	THERMOPLASTIC (PREFORMED) (WHITE) (ARROWS)	16	EA		
128.	711-16-111	THERMOPLASTIC (STANDARD-OTHER SURFACES) (WHITE) (SOLID) (6")	3.744	NM		
129.	711-16-112	THERMOPLASTIC (STANDARD-OTHER SURFACES) (WHITE) (SOLID) (8")	0.186	NM		
130.	711-16-131	THERMOPLASTIC (STANDARD-OTHER SURFACES) (WHITE) (SKIP) (6") (10'-30' SKIP)	3.298	GM		

23  
Bid "B", IFB#15-0465-OV,  
Based on 640 Calendar Day  
Completion Time

BIDDER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

<b>BID FORM (Submit in Duplicate)</b>						
<b>IFB #15-0465-OV</b>						
<b>53rd Avenue West, 43rd Street West to 75th Street West, Roadway, Striping &amp; Signal Work, Force Main 27-A, from 51st Street West to the Southwest Water Reclamation Facility (SWWRF), including Reclaimed Water and Potable Water:</b>						
<b>BID "B" Based on a Completion Time of 640 Calendar Days</b>						
<b>LINE NO.</b>	<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>EST. QTY.</b>	<b>U/M</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
131.	711-16-211	THERMOPLASTIC (STANDARD-OTHER SURFACES) (YELLOW) (SOLID) (6")	3.22	NM		
132.	711-17	THERMOPLASTIC (REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS)	92	SF		
133.	785-1-13	ITS FIELD CABINET (F&I) CONCRETE POLE WITHOUT LOWERING DEVICE	1	EA		
134.	785-2-132	ITS FIELD CABINET (F&I) (TYPE 336S) (POLE MOUNT)	1	EA		
		<b>SUBTOTAL ROADWAY, STRIPING &amp; SIGNAL</b>				
		<b>Contract Contingency - 10% of Subtotal Roadway, Striping &amp; Signal (Used only with County Approval)</b>	10	%		
		<b>TOTAL ROADWAY, STRIPING &amp; SIGNAL, Bid "B" Based on a Completion Time of 640 Calendar Days (Including 10% Contingency)</b>				

BIDDER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

BID FORM (Submit in Duplicate)						
IFB #15-0465-OV						
53rd Avenue West, 43rd Street West to 75th Street West, Roadway, Striping & Signal Work, Force Main 27-A, from 51st Street West to the Southwest Water Reclamation Facility (SWWRF), including Reclaimed Water and Potable Water:						
BID "B" Based on a Completion Time of 640 Calendar Days						
LINE NO.	ITEM NO.	DESCRIPTION	EST. QTY.	U/M	UNIT PRICE	EXTENDED PRICE
		<b>FORCE MAIN</b>				
U1		42" DIP (CL350) Force Main	5,300	LF		
U2		42" DIP RJ (CL350) Force Main	1,500	LF		
U3		30" DIP (CL 350) Force Main	70	LF		
U4		20" DIP (CL 350) Force Main	345	LF		
U5		18" DIP (CL 350) Force Main	350	LF		
U6		12" DIP (CL 350) Force Main	150	LF		
U7		8" DIP (CL350) Force Main	95	LF		
U8		42" Pipe Restraints	30	EA		
U9		30" Pipe Restraints	9	EA		
U10		20", 18", & 16" Pipe Restraints - Not for 18" Potable Water	48	EA		
U11		12" & Smaller Pipe Restraints	20	EA		
U12		42" Plug Valve for Force Main	3	EA		
U13		30" Plug Valve for Force Main	2	EA		
U14		20" or 18" Gate Valve for Force Main	8	EA		
U15		20" x 18" Tapping Sleeve & Valve for Force Main	4	EA		

BIDDER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

**BID FORM (Submit in Duplicate)****IFB #15-0465-OV**

**53rd Avenue West, 43rd Street West to 75th Street West, Roadway, Striping & Signal Work,  
Force Main 27-A, from 51st Street West to the Southwest Water Reclamation Facility  
(SWWRF), including Reclaimed Water and Potable Water:**

**BID "B" Based on a Completion Time of 640 Calendar Days**

LINE NO.	ITEM NO.	DESCRIPTION	EST. QTY.	U/M	UNIT PRICE	EXTENDED PRICE
U16		12" Gate Valve for Force Main	2	EA		
U17		DI Fittings	63,000	LB		
U18		Connect to Exist. 42" Force Main	2	EA		
U19		Connect to Exist. 30" Force Main	1	EA		
U20		Adjust Existing Valve Boxes to Finish Grade	8	EA		
U21		Grout Fill Abandoned Mains	2,500	CF		
U22		Asphalt Road Restoration (Base & Resurface) Type1	1,100	SY		
U23		Asphalt Road Restoration (Base & Resurface)Type 2	4,500	SY		
U24		Asphalt Road Restoration (Mill & Resurface)	400	SY		
U25		6" Optional Base Group 4 (FDOT Index 514)	4,100	SY		
U26		Silt Fence (not on 53rd Ave)	3,000	LF		
U27		Curb & Gutter Replacement	80	LF		
U28		Hydroseeding	5,000	SY		
U29		Sodding	2,500	SY		
U30		ARV Assembly - Water Mains	3	EA		

26  
Bid "B", IFB#15-0465-OV,  
Based on 640 Calendar Day  
Completion Time

BIDDER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

<b>BID FORM (Submit in Duplicate)</b>						
<b>IFB #15-0465-OV</b>						
<b>53rd Avenue West, 43rd Street West to 75th Street West, Roadway, Striping &amp; Signal Work, Force Main 27-A, from 51st Street West to the Southwest Water Reclamation Facility (SWWRF), including Reclaimed Water and Potable Water:</b>						
<b>BID "B" Based on a Completion Time of 640 Calendar Days</b>						
<b>LINE NO.</b>	<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>EST. QTY.</b>	<b>U/M</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
U31		ARV Assembly - Force Mains	4	EA		
U32		ARV Assembly including Manhole	6	EA		
U33		Erosion Control	1	LS		
U34		MOT to FDOT Stds. incl. Temp Roads & Barriers	1	LS		
U35		20" Line Stop	4	EA		
U36		Concrete Thrust Blocks	120	CY		
U37		Golf FMain 4" HDPE (DR11) & 42x6 Tap Sleeve & GV.	1	LS		
U38		Meter Vault, Mag Meter, Panel, and Appurtenances	1	LS		
U39		2" HDPE Elect. Conduit (DR11 )	295	LF		
U40		Storm Drain Inlet Type C incl. 30LF 12"x18" RCP	2	EA		
U41		Mobilization	1	LS		
U42		Miscellaneous Work & Clean Up	1	LS		
		<b>SUBTOTAL FORCE MAIN</b>				
U43		Contract Contingency - 5% of Subtotal Force Main (Used only with County Approval)	5	%		
		<b>TOTAL FORCE MAIN, BID "B" Based on a Completion Time of 640 Calendar Days (Including 5% Contingency)</b>				

BIDDER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_



BID FORM (Submit in Duplicate)						
IFB #15-0465-OV						
53rd Avenue West, 43rd Street West to 75th Street West, Roadway, Striping & Signal Work, Force Main 27-A, from 51st Street West to the Southwest Water Reclamation Facility (SWWRF), including Reclaimed Water and Potable Water:						
BID "B" Based on a Completion Time of 640 Calendar Days						
LINE NO.	ITEM NO.	DESCRIPTION	EST. QTY.	U/M	UNIT PRICE	EXTENDED PRICE
		<b>RECLAIMED WATER ITEMS</b>				
U44		24" DIP (CL 350) Reclaim Waterline (incl. removal)	1,340	LF		
U45		24" Pipe Restraints	36	EA		
U46		24" Butterfly Valve for RCW	5	EA		
U47		Relocate Exist. Reclaim Meter Assemblies & Hydrant	1	LS		
U48		Mobilization	1	LS		
		<b>SUBTOTAL RECLAIMED WATER ITEMS</b>				
U49		Contract Contingency - 5% of Subtotal Reclaimed Water Items (Used only with County Approval)	5	%		
		<b>TOTAL RECLAIMED WATER ITEMS, BID "B" Based on a Completion Time of 640 Calendar Days (Including 5% Contingency)</b>				

BIDDER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

<b>BID FORM (Submit in Duplicate)</b>						
<b>IFB #15-0465-OV</b>						
<b>53rd Avenue West, 43rd Street West to 75th Street West, Roadway, Striping &amp; Signal Work, Force Main 27-A, from 51st Street West to the Southwest Water Reclamation Facility (SWWRF), including Reclaimed Water and Potable Water:</b>						
<b>BID "B" Based on a Completion Time of 640 Calendar Days</b>						
<b>LINE NO.</b>	<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>EST. QTY.</b>	<b>U/M</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
		<b>POTABLE WATER ITEMS</b>				
U50		8" DIP (CL350) Waterline (incl. removal)	145	LF		
U51		18" Pipe Restraints for Existing 18" Potable Waterline	100	EA		
U52		Adjust Existing Valve Boxes to Finish Grade	10	EA		
U53		Fire Hydrant Assembly	7	EA		
U54		8" Gate Valve for Waterline	2	EA		
		<b>SUBTOTAL POTABLE WATER ITEMS</b>				
U55		Contract Contingency - 10% of Subtotal Potable Water Items (Used only with County Approval)	10	%		
		<b>TOTAL POTABLE WATER, BID "B" Based on a Completion Time of 640 Calendar Days (Including 10% Contingency)</b>				
		<b>GRAND TOTAL AWARD FOR ROADWAY, STRIPING &amp; SIGNAL, FORCE MAIN, RECLAIMED WATER AND POTABLE WATER ITEMS. BID "B", BASED ON A COMPLETION TIME OF 640 CALENDAR DAYS (Including Contingency)</b>				

BIDDER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

## Chapter 2

### Units of Measure & Alphabetical List

#### 2.1 Abbreviations

Listed below are selected abbreviations used in the Basis of Estimates. For a more complete list of abbreviations, refer to Design Standards, Index No. 001.

*NOTE: Pay item descriptions may be abbreviated as needed to fit "long" and "short" description fields of 80 and 40 characters, respectively. These descriptions may vary from those shown on the Design Standards.*

AC	Acre
AS	Assembly*
CF	Cubic Foot
CY	Cubic Yard
DA	Day
EA	Each
ED	Each Day
GA	Gallon
GK	Gross Kilometer
GM	Gross Mile
HA	Hectare
HR	Hour
KG	Kilogram
KL	Kiloliter
KM	Kilometer
LB	Pound
LF	Foot
LI	Liter
LO	Location
LS	Lump Sum
LU	Luminaire
M1	Meter
M2	Square Meter
M2	Square Meter
M3	Cubic Meter
MB	Board Measure/ Thousand Feet
MG	Thousand Gallons
MH	Man-hour**
MI	Mile
MO	Month
MT	Metric Ton
NK	Net Kilometer
NM	Net Mile

PA	Per Analysis*
PB	Per Building*
PI	Per Intersection*
PL	Plant*
PM	Per Mile*
PS	Per Set*
PW	Per Well*
SF	Square Foot
SY	Square Yard
TH	Therms
TN	Ton
YD	Yard

\*Units which may be replaced with unit of Each (EA), upon pay item review

\*\* Units may be replaced with Hour (HR), upon review.

## 2.2 ACCURACY

Unless otherwise indicated for a specific pay item, accuracy is recorded as follows:

Unit of Measure	Accuracy*
AC	1/10 of an acre
CF	1/10 of a cubic foot
CY	1/10 of a cubic yard
GM	1/1000 of a mile
MB	1/10 of a thousand foot board measure
NM	1/1000 of a mile
TN	1/10 of a Ton
Unit items	Unit quantity: each, assembly, location, set, intersection
Others	To the nearest whole number: pound, foot, square yard, gallon, day,

\*Note: Calculations are performed with one additional significant figure, and then rounded to the above accuracy for measurement/payment.

## 2.3 CONVERSION FACTORS

### Linear Measure

25.4 mm/in  
0.03937 in/mm  
0.3048 m/ft  
3.2808 ft/m  
0.9144 m/yd  
1.0936 yd/m  
1.609 km/mi  
0.621 mi/km

### Area Measure

9 ft<sup>2</sup>/yd<sup>2</sup>  
0.836 m<sup>2</sup>/yd<sup>2</sup>  
1.2 yd<sup>2</sup>/m<sup>2</sup>  
0.40 ha/ac  
4047 m<sup>2</sup>/ac  
2.477 ac/ha  
43,560ft<sup>2</sup>/ac  
4840 yd<sup>2</sup>/ac  
640 ac/mi<sup>2</sup>  
0.386 mi<sup>2</sup>/km<sup>2</sup>  
2.590 km<sup>2</sup>/mi<sup>2</sup>

### Volume, Liquid Measure

1728 in<sup>3</sup>/ft<sup>3</sup>  
0.028 m<sup>3</sup>/ft<sup>3</sup>  
0.765 m<sup>3</sup>/yd<sup>3</sup>  
27 ft<sup>3</sup>/yd<sup>3</sup>  
0.2642 gal/l  
3.785 l/gal

### Force, Weight Measure

2.205 lb/kg  
1.10 TN/MT  
0.907 MT/TN (short ton)  
2000 lb/ton (short ton)  
1000 kg/MT

Additional items to be added upon request.

## 2.4 ALPHABETICAL LIST

The Alphabetical Index was created for reference purposes only, to assist users with locating the appropriate pay item(s). In some cases, the pay item description may vary slightly from "common use" descriptions. For example, Crash Cushions may also be known as Vehicular Impact Attenuators. The alphabetical index provides both pay item descriptions and common use descriptions.

When a pay item has become obsolete, due to specification, design standard, or other policy changes, the pay item description may remain in the BOE for up to one year, to assist users with locating replacement item(s). Note that inclusion of a pay item on the alphabetical index does not guarantee that the item is valid. Additional information may be available with the referenced pay item. Refer to the Master Pay Item List for currently valid pay items.

## Chapter 2 Revision History

2-27-14: Removed units for Clean-out (CO), Bushel (BU), Dollars per Day (DD), Luminaire (LU),

12-2-13: Updated header dates for 2014 edition. Added note to 2.1 to indicate that abbreviated text for pay item descriptions may vary from with Design Standards. Moved Alphabetical list from Chapter 3 to 2.4.

2-20-13: Updated header dates for 2013 edition.

11-23-11: Updated header dates for 2012 edition.

12-1-10: Updated header dates for 2011 edition.

10-30-09: Updated header dates for 2010 edition.

1-28-09: Added 2.2 Accuracy. Renumbered 2.3 Conversion Factors.

10-1-2008: Updated header dates for 2009 edition.


•

SECTION D  
INSURANCE AND BONDING REQUIREMENTS

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

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

Section D Ins.

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



## **INSURANCE REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

**Certificate of Insurance Requirements:**

- a. Certificates of insurance in duplicate evidencing the insurance coverage specified herein shall be filed with the Purchasing Division before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the bid number and title of the Project, and must read: For any and all work performed on behalf of Manatee County.
- b. **Additional Insured:** The Automobile Liability and Commercial General Liability policies provided by the successful bidder to meet the requirements of this IFB shall name Manatee County, Board of County Commissioners, as an additional insured as to the operations of the successful bidder under this IFB and shall contain severability of interests provisions.
- c. In order for the certificate of insurance to be accepted it **must** comply with the following:
1. The "Certificate Holder" shall be:  
**Manatee County  
Board of County Commissioners  
Bradenton, FL  
IFB#15-0465-OV, 53<sup>rd</sup> Avenue West, 43<sup>rd</sup> Street West to 75<sup>th</sup> Street West,  
Roadway, Striping & Signal Work (Project #383-6082960) and Force Main 27-A  
from 51<sup>st</sup> Street West to the Southwest Water Reclamation Facility (SWWRF)  
including Reclaimed Water and Potable Water (Project #406-6082980).  
For any and all work performed on behalf of Manatee County.**
  2. Certificate shall be mailed to:  
**Manatee County Purchasing Division  
1112 Manatee Avenue West, Suite 803  
Bradenton, FL 34205  
Attn: Olga Valcich, CPPB, Contract Specialist**

**BONDING REQUIREMENTS**

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

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

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

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

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

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

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

**BIDDER'S INSURANCE STATEMENT**

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

Bidder Name: \_\_\_\_\_ Date: \_\_\_\_\_

Bidder's Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Insurance Agency: \_\_\_\_\_

Agent Name: \_\_\_\_\_ Agent Phone: \_\_\_\_\_

***Please return this completed and signed statement with your bid.***



ATTACHMENT A  
**BIDDER'S QUESTIONNAIRE**  
(Submit in Duplicate)

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

**THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID**

1. Contact Information:

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Bidder is authorized to do business in the State of Florida:  Yes  No  
For how many years? \_\_\_\_\_

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

\_\_\_\_\_

Is this firm in bankruptcy? \_\_\_\_\_

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

BIDDER: \_\_\_\_\_

Att: A-13-





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

---

---

---

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

---

---

---

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

---

---

---

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

---

---

---

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

---

---

---

BIDDER: \_\_\_\_\_



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

---

---

---

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

---

---

---

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

---

---

---

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

Surety's Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

Agent's Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

BIDDER: \_\_\_\_\_



ATTACHMENT B  
**PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION**

SWORN STATEMENT PURSUANT TO ARTICLE V,  
MANATEE COUNTY 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.



ATTACHMENT B  
PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

(Continued)

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction shall prove the same with documentation satisfactory to 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.





**ATTACHMENT C  
SWORN STATEMENT  
THE FLORIDA TRENCH SAFETY ACT**

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

1. This Sworn Statement is submitted with **IFB NO.15-0465-OV**
2. This Sworn Statement is submitted by \_\_\_\_\_ whose business address is \_\_\_\_\_ and, if applicable, its Federal Employer Identification Number (FEIN) is \_\_\_\_\_. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement \_\_\_\_\_.
3. Name of individual signing this Sworn Statement is: \_\_\_\_\_, Whose relationship to the above entity is: \_\_\_\_\_.
4. The Trench Safety Standards that will be in effect during the construction of this project shall include, but are not limited to: Laws of Florida, Chapters 90-96, TRENCH SAFETY ACT, and OSHA RULES AND REGULATIONS 29 CFR 1926.650 Subpart P, effective October 1, 1990.
5. The undersigned assures that the entity will comply with the applicable Trench Safety Standards and agrees to indemnify and hold harmless County and Engineer, and any of their agents or employees from any claims arising from the failure to comply with said standard.
6. The undersigned has appropriated the following costs for compliance with the applicable standards:

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
(AUTHORIZED SIGNATURE / TITLE)

SWORN to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**(Impress official seal)**

Notary Public, State of Florida: \_\_\_\_\_

My commission expires: \_\_\_\_\_





# 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](http://www.manateeclerk.com)

## ATTACHMENT D: E PAYABLES APPLICATION

Company name \_\_\_\_\_

Contact person \_\_\_\_\_

Phone number \_\_\_\_\_

Email Address \_\_\_\_\_

.....  
**FINANCE USE ONLY**  
.....

Open orders: YES or NO

PEID \_\_\_\_\_

CREATE DATE \_\_\_\_\_

CONFIRMED WITH \_\_\_\_\_

Name and phone number

IFAS \_\_\_\_\_

BANK \_\_\_\_\_

INITIALS \_\_\_\_\_

Return completed form to:

Via email to: [lori.bryan@manateeclerk.com](mailto: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



## Special Provisions, Revision 1

SECTION	PAGE
GENERAL.....	1
STANDARD SPECIFICATIONS.....	1
PRIORITY.....	1
NO SEPARATE PAYMENT FOR SPECIAL PROVISIONS.....	1
MATERIALS.....	2
LABORATORY TESTING.....	2
MEASUREMENT AND PAYMENT.....	2
RESTORATION.....	3
COOPERATION WITH OTHERS.....	3
SITE INVESTIGATION.....	4
PROJECT SCHEDULE.....	4
PROJECT IDENTIFICATION SIGNS.....	5
SPECIAL TERMS AND CONDITIONS.....	8
SOIL EROSION AND SILTATION.....	8
SHOP DRAWINGS.....	8
SUBSOIL EXCAVATION.....	9
DEWATERING, SHEETING AND BRACING.....	9
EARTHWORK.....	9
TEMPORARY PAVEMENT.....	10
MAINTENANCE OF TRAFFIC.....	10
MAINTENANCE OF STORM DRAINAGE SYSTEM.....	10
POST-CONSTRUCTION STORM PIPE TESTING.....	11
SIDEWALKS TO REMAIN OPEN.....	11
DUST CONTROL.....	11
UNDERGROUND UTILITY LOCATIONS.....	11
UTILITY COORDINATION.....	12
UTILITY CONFLICTS.....	12
DAILY CLEAN-UP REQUIREMENTS.....	13
MAINTENANCE AND RESTORATION OF JOB SITE.....	13
NOTICE AND SERVICE THEREOF.....	13
REQUIREMENTS FOR CONTROL OF THE WORK.....	14
USE OF PRIVATE PROPERTY.....	14
CONSTRUCTION PHOTOGRAPHY.....	14
CONTRACTOR TO EXECUTE NPDES "NOTICE OF INTENT".....	16
WORKSITE TRAFFIC SUPERVISOR.....	17
CONTRACTOR'S SUPERVISION.....	17
LIST OF EMERGENCY CONTACT NUMBERS & UTILITY SERVICE MAINTENANCE... ..	18
PEDESTRIAN ACCESS.....	18
THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS.....	18
RECORD DRAWINGS AND PROJECT CERTIFICATION.....	18

COMPLIANCE WITH THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (SWFWMD) STORMWATER MANAGEMENT AND DISCHARGE PERMIT REQUIREMENTS AND/OR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) DREDGE AND FILL PERMIT REQUIREMENTS ..... 20  
CRUSHED CONCRETE BASE ..... 20  
CLARIFICATION OF SPECIFIC LINE ITEMS..... 22  
DISCRETIONARY WORK (Contingency) ..... 24  
SHOP DRAWING SUBMITTAL COVER SHEET ..... 25

## **SPECIAL PROVISIONS**

### **GENERAL**

This Section amends, enhances or otherwise revises the Technical Specifications.

### **STANDARD SPECIFICATIONS**

The Standard Specifications to be used for this work shall be Division II and III of the Florida Department of Transportation (FDOT) *Standard Specifications for Road and Bridge Construction*, 2014 Edition and all Supplemental Specifications thereto, hereinafter referred to as the *Standard Specifications*, for roadway construction, except as amended under this Agreement, or as noted on the construction plans meeting the Manatee County Highway, Traffic & Stormwater Standards (dated 2007).

The Contractor's work shall comply with the Manatee County Public Works Utility Standards and Specifications (dated May 2011) for all utility work, Bid Form pay items U1 thru U55.

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

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

### **PRIORITY**

In any instance where there is an apparent conflict between the special provisions, and utility technical specifications and the corresponding terms of the Standard Specifications, and plans these special provisions followed by the utility technical specifications, then Standard Specifications (FDOT and County) then plans shall be controlling.

### **NO SEPARATE PAYMENT FOR SPECIAL PROVISIONS**

No separate payment will be made for the Contractor to execute Special Provisions. All expenses borne by the Contractor shall be included in the individual unit prices for the particular pay item, applicable pay item, or as a part of lump sum quantity for mobilization.

## MATERIALS

- a. **Delivery Tickets:** It will be necessary to submit a copy of all delivery tickets for materials used on the project, regardless of the basis of payment.
- b. **Job Mix Formula for Asphaltic Concrete:** Attention is directed to the requirement that job mix formulas for asphaltic concrete, of the type specified, be submitted at least 14 days before plant operations begin. The submitted formula should be derived, or approved, by the laboratory approved by the County Representative to make test on the project. Costs for such job mix formulation will be paid by the Contractor directly to the assigned laboratory.
- c. **Job Mix Formula for Portland Cement Concrete:** Attention is directed to the requirement that job mix design formulas for all Portland Cement Concrete, of the type specified, be submitted at least 14 days prior to use on the project. The submitted formulas shall be derived or approved by the Owner and/or its agents. All concrete mix designs shall meet FDOT Concrete Class mix guidelines, except as follows: when approved, in writing by the Engineer, an Alternate Class I Concrete mix design formula, for concrete curb and gutter to be placed by automated curb machines, may show, as a substitution for #57 aggregate, an amount of #89 aggregate not to exceed 33 percent, by weight, of the #57 aggregate.

## LABORATORY TESTING

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

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

Testing shall also be in accordance with the applicable portions of the FDOT Standard Specifications latest version and these special provisions.

## MEASUREMENT AND PAYMENT

- a. All work completed under the terms of this Agreement shall be measured according to United States Standard Measures.
- b. All measurements shall be taken horizontally or vertically unless specifically provided otherwise.
- c. No payment will be made for construction over a greater area than authorized, nor for material moved from outside of stakes and data shown on the plans, except when such work is performed upon instructions of the Engineer.



- d. The Contractor shall accept compensation provided under the terms of this agreement as full payment for furnishing all materials and for performing all work contemplated and embraced under this agreement. Such compensation shall also be for any and all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions encountered during the agreement period until final acceptance by the Owner.
- e. Whenever any change, or combination of changes, on the plans results in an increase or decrease in the original agreement quantities, and the work added or decreased/eliminated is of the same general character as that called for on the plans, the Contractor shall accept payment in full at the original agreement unit prices for the actual quantity of work performed, with no allowance for any loss of anticipated profits.
- f. It is the Contractor's responsibility to perform a detailed quantity take-off from the plans to determine actual quantities for ordering and delivery purposes. The Owner will not be responsible for quantities ordered in excess of those installed and constructed. The Contractor should be aware that some of the pay items may have contingency quantities. Payment shall be made only for final in-place quantities.

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

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

## **RESTORATION**

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

## **COOPERATION WITH OTHERS**

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

## **SITE INVESTIGATION**

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

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

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

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

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

## **PROJECT SCHEDULE**

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

The Contractor shall submit a detailed Critical Path Method (CPM) construction schedule within 15 days of the notification of award or its intent for the County to review. The submittal shall meet the following requirements:

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

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

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

### **PROJECT IDENTIFICATION SIGNS**

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

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

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

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

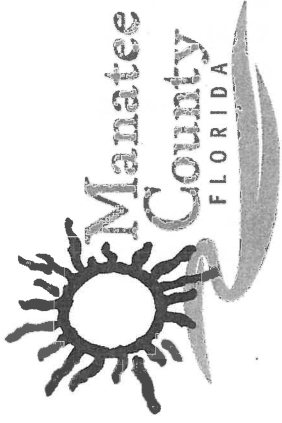
The signs shall be erected prior to commencement of work at a lighted location of high public visibility, adjacent to the main entrance at each end of the project, as approved by the Engineer and Owner.

The signs shall be a minimum of 8 feet wide and 4 feet high. The signs shall be constructed of high density ¾-inch exterior plywood without waves or buckles, mounted and braced with pressure treated lumber as necessary and maintained in a presentable condition for the duration of the project. Hardware shall be galvanized. The surface of the sign shall be of exterior softwood plywood with medium density overlay.

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

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

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



# 53<sup>RD</sup> AVE W WIDENING

## Board of County Commissioners

LARRY BUSTLE  
CHAIRMAN

VANESSA BAUGH

JOHN CHAPPIE

CHARLES B. SMITH

BETSY BENAC

ROBIN DISABATINO

CAROL WHITMORE



CONSTRUCTION COST

\$ (Enter Amount)

PRIME CONTRACTOR

(Enter Contractor Name)

## SPECIAL TERMS AND CONDITIONS

### SOIL EROSION AND SILTATION

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

At the pre-construction meeting, the Contractor shall present his proposed plan and schedule, which shall specifically indicate the proposed usage of temporary erosion control features. The plan shall include:

- **Synthetic Bales, Baled hay and straw barriers** designed, furnished and installed by the Contractor in accordance with the plans, and FDOT Specifications Section 104.
- **Floating turbidity barriers and staked turbidity barriers** furnished and installed by the Contractor as shown on the plans and/or required by conditions of the permits and as outlined in FDOT Specifications Section 104.

### SHOP DRAWINGS

The Contractor shall submit to the Engineer for approval, all working drawings and shop drawings with descriptive specifications and engineering calculations necessary for the successful completion of the Work. The shop drawing shall be submitted in pdf format, along with a submittal log, and the number of the submittals should follow the number on the submittal log. Each shop drawing shall have a cover sheet and reference the submittal log number, following the sample format provided in the contact documents.

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

- Traffic Control Plan
- Erosion Control Plan
- Shop Drawings as required by FDOT Standard Specifications

The Contractor is responsible for maintaining a Submittal Activity Record (Logbook) on this project. The Contractor shall submit all shop drawings to the Roadway Engineer of Record for processing to the appropriate Area of Practice EOR for review. The Area of Practice EOR will complete the review and return the shop drawing to the Roadway Engineer of Record for logging and processing back to the Contractor and to the County Representative.

The logbook shall be updated each time when any Shop Drawing submittal activity occurs.

The following minimum data shall be entered in the logbook for each submittal:

County Project Number  
Submittal Number  
Description of Submittal

Number of Sheets in the Submittal  
Number of Pages of Calculations, in Reports, in Manuals, etc.  
Date Transmitted by Contractor to the Roadway Engineer of Record  
Date Transmitted by Roadway EOR to the Area of Practice EOR  
Date Roadway EOR Receives Shop Drawing Back From Area of Practice EOR  
Date Roadway EOR Sends Shop Drawing Back to Contractor  
Disposition as either "A" (Approved), "AN" (Approved as Noted), "R" (Resubmit) or "NA" (Not Approved).

The Logbook is a historical record of the activity devoted to an individual submittal as well as that for the project as a whole. It can serve as a verification of review time, to respond to inquiries of a particular submittal's status and as a record of manpower effort to aid in estimating and allocating future workload.

### **SUBSOIL EXCAVATION**

The contractor shall detect and remove all unsuitable material, such as plastic/organic soil, rock, hard plane, debris and trash, within project limit, following FDOT Design Standard Index 500, latest version. Payment for subsoil excavation shall be included in the subsoil excavation pay items.

### **DEWATERING, SHEETING AND BRACING**

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

#### **Approval of Dewatering Plan:**

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

### **EARTHWORK**

Quantities included on cross-section sheets, if any, represent estimated in-place quantities and do not include shrinkage and expansion factors. The quantities were calculated by the method with average end areas between the station-to-station limits. Payment for Earthwork shall be made based on average end area method calculations. Contractor shall provide supporting survey data (before and after cross-sections) and calculations for payment purposes.

## **TEMPORARY PAVEMENT**

Temporary pavement shall consist of a minimum of Optional Base Group 4 and one (1) inch of Type SP structural course (Traffic C) over a firm, unyielding, well-compacted subgrade. The Contractor shall immediately repair all potholes that develop within the project limits and shall maintain a supply of cold mix on the project site to expedite these repairs.

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

Payment for the temporary pavement and maintenance of this pavement shall be included under Maintenance of Traffic.

## **MAINTENANCE OF TRAFFIC**

The Contractor shall provide access to local businesses and residents at all times. No road closures will be allowed between the hours of 6AM to 7PM. Temporary by-pass lanes may be constructed at all tie-in locations during the MOT phasing. The payment for temporary by-pass lanes shall be included in Maintenance of Traffic. Business Entrance signs per FDOT Index 17355 (FTP-59) shall be placed at all business entrance points and maintained during all phases of construction. Payment for these items shall be included under the pay item for Maintenance of Traffic.

Temporary pavement marking shall be paid under Maintenance of Traffic. Temporary Striping and Marking during 30 day cure time of the asphalt shall be part of the pay item for Maintenance of Traffic, in accordance with Section 102-1, FDOT Specifications 2014.

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

## **MAINTENANCE OF STORM DRAINAGE SYSTEM**

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



operational. Payment for these items shall be included under the applicable pay item for new storm systems.

### **POST-CONSTRUCTION STORM PIPE TESTING**

The Contractor shall inspect and televise all newly constructed storm pipes on the project. Video DVD and report shall be provided for those pipes whose diameters are equal or smaller than 48 in, with Laser profile data included for non-RCP pipes, following FDOT Specifications latest version. The purpose is to assure the pipes are properly constructed and do not leak at the joints. Payment for this item shall be included under the pay item for Mobilization.

### **SIDEWALKS TO REMAIN OPEN**

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

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

### **DUST CONTROL**

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

### **UNDERGROUND UTILITY LOCATIONS**

The Contractor shall field verify existing underground utility locations by means of subsurface locating or other approved method. All existing utilities shall remain unless otherwise noted on the plans. The Contractor shall locate all existing utilities to remain at potential conflict locations prior to construction activities and before ordering any proposed structures. The Contractor shall contact and coordinate with "Sunshine State One Call 811" as well as the individual utilities prior to and during construction for utility locations, relocation and assistance while installing in potential conflict areas. All utility coordination and relocations shall be factored into the Contractor's construction schedule at no additional cost to the Owner.

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

## UTILITY COORDINATION

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

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

The Contractor shall hold a utility owners meeting every two weeks / or alternate time schedule agreed to by the Owner at 1022 26th Avenue East Bradenton, FL 34208. The meeting shall review current and upcoming activities for the project. Written meeting minutes will be prepared by the Contractor and distributed to the meeting participants within 3 calendar days of the meeting.

To eliminate the need for de-energizing the adjacent existing or propose OE lines, the contractor shall coordinate with FPL regarding mast arm construction and follow below sequence:

- 1) Mast arm @ southwest quadrant is installed in its entirety (i.e. including drill shaft, vertical & horizontal mast arm members).
- 2) Mast arm @ southeast quadrant is partially installed (i.e. including drill shaft & vertical member).
- 3) FPL then relocates all overhead facilities as outlined on the attached RGB marked plans.
- 4) Mast arm work @ southeast quadrant is then completed.

## UTILITY CONFLICTS

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

The contractor's equipment shall maintain a minimum clearance distance to the power line (10 feet for voltage up to 50kv, 15 feet for voltage over 50kv to 200kv, 20 feet for voltage over 200kv to 350kv, 25 feet for voltage over 350kv to 500kv, 35 feet for voltage over 500kv to 750kv, 45 feet for voltage over 750kv to 1,000kv.), following new OSHA Rule (29 CFR Part 1926) and FDOT Roadway Design Bulletin 11-03 DCE Memorandum 02-11.

## **DAILY CLEAN-UP REQUIREMENTS**

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

## **MAINTENANCE AND RESTORATION OF JOB SITE**

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

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

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

## **NOTICE AND SERVICE THEREOF**

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

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

case addressed to said Project Manager or to such other representative of the Owner or to such other address as the Owner may subsequently specify in writing to the Contractor for such purposes.

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

## **REQUIREMENTS FOR CONTROL OF THE WORK**

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

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

## **USE OF PRIVATE PROPERTY**

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

## **CONSTRUCTION PHOTOGRAPHY**

### **General**

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

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

### **Qualifications**

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

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

### **General**

The Contractor shall employ a competent photographer to take construction record digital photos and perform video recording, including providing all labor, materials, equipment and incidentals necessary to obtain photos and/or video recordings of all areas within the project limits or as otherwise specified in the specifications.

The word "Photo" includes standard photographic methods involving digital photography and production of hard copies for photos and saving photos as jpg files on diskettes and CD-ROMs.

### **Qualifications**

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

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

### **Project Photos for Construction Progress**

Provide photos of the entire work area during construction for the purpose of records of completed work. Photos should be spaced at approximately 100-foot intervals. Three prints of each standard photograph shall be provided to the County. In addition to the CD\_ROM media, one print of each digital photograph shall be provided to the County.

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

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

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

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

The Contractor shall deliver photos in conformance with the above requirements to the County Representative. No construction shall begin until pre-construction photo are completed and submitted to the County Representative.

### **Record Photos**

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

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

### **Video Recording for Pre-Construction**

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

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

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

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

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

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

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

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

### **CONTRACTOR TO EXECUTE NPDES "NOTICE OF INTENT"**

Prior to proceeding with construction, the Contractor shall prepare and submit a "Notice of Intent to Use Generic Permit for Stormwater Discharge from Construction Activities that Disturb One

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

## **WORKSITE TRAFFIC SUPERVISOR**

- a. The Contractor shall have a Worksite Traffic Supervisor who will be responsible for initiating, installing and maintaining all traffic control devices as described in Section 102 of the FDOT *Standard Specifications for Road and Bridge Construction* and in the Plans. The Worksite Traffic Supervisor shall have at least one year of experience directly related to work site traffic control in a supervisory or responsible capacity and shall be certified by the American Traffic Safety Services Association Worksite Traffic Supervisor Certification Program or an equal approved by FDOT. Approved alternate Worksite Traffic Supervisors may be used when necessary.
- b. The Worksite Traffic Supervisor shall be available on a 24-hour per day basis and shall review the project on a day-to-day basis as well as being involved in all changes to traffic control. The Worksite Traffic Supervisor shall have access to all equipment and materials needed to maintain traffic control and handle traffic related situations. The Worksite Traffic Supervisor shall ensure that routine deficiencies are corrected within a 24-hour period.
- c. The Worksite Traffic Supervisor shall be available on the site within 45 minutes after notification of an emergency situation, prepared to positively respond to repair the work zone traffic control or to provide alternate traffic arrangements.
- d. Failure of the Worksite Traffic Supervisor to comply with the provisions of the Sub-article may be grounds for decertification or removal from the project or both. Failure to maintain a designated Worksite Traffic Supervisor or failure to comply with these provisions will result in temporary suspension of all activities except traffic and erosion control and such other activities deemed to be necessary for project maintenance.
- e. Payment for Worksite Traffic Supervisor shall be included under the pay item for Maintenance of Traffic.

## **CONTRACTOR’S SUPERVISION**

- a. Prosecution of Work: The Contractor shall give the work the constant attention necessary to assure the scheduled progress. He shall cooperate fully with the Project Manager and with other Contractors at work in the vicinity.
- b. Contractor’s Superintendent: The Contractor shall at all times have on the work site as his agent, a competent superintendent capable of thoroughly interpreting the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive the instructions from the Project Manager or his authorized representatives. The superintendent shall have full authority to execute the orders or directions of the Project Manager and to supply promptly any

materials, tools, equipment, labor and incidentals that may be required. Such superintendence shall be furnished regardless of the amount of work sublet.

- c. The Contractor's superintendent shall speak and understand English, and at least one responsible person who speaks and understands English shall be on the project during all working hours, and wherever work is being done by the contractor.
- d. Supervision for Emergencies: The Contractor shall have a responsible person available at or reasonably near the work site on a 24-hour basis, 7 days a week, in order that he may be contacted for emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that may arise. The Contractor's responsible person for supervision for emergencies shall speak and understand English. The Contractor shall submit, by certified mail, phone numbers and names of personnel designated to be contacted in cases of emergencies along with a description of the project location to the Florida Highway Patrol and all other local law enforcement agencies.

### **LIST OF EMERGENCY CONTACT NUMBERS & UTILITY SERVICE MAINTENANCE**

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

### **PEDESTRIAN ACCESS**

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

### **THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS**

Do not place thermoplastic traffic stripes and markings on newly constructed final surface courses prior to 30 calendar days after placement of the final surface course. The Engineer may require longer cure periods. Provide temporary pavement markings during the interim period if the road is open to traffic. The price of temporary pavement marking shall be included in the Maintenance of Traffic.

### **RECORD DRAWINGS AND PROJECT CERTIFICATION**

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



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

The "Record Drawings" shall, at a minimum, include the following:

- A. Roadway centerline profile [100-foot maximum interval].
- B. Roadway cross sections [100-foot maximum interval].
- C. All underground piping with elevations and dimensions, changes to piping locations, horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements. Actual installed pipe material, class, etc. Dimensions at these locations shall indicate distance from the centerline of construction.
- D. Elevations on all drainage control structures, verifying all plan dimensions.
- E. Stormwater ponds with cross sections [25-foot maximum interval] (sufficient to calculate volumes).
- F. Flow line elevations on all ditch breaks (vertical and horizontal).
- G. Field changes of dimensions and details.
- H. Details not on original drawings.
- I. Equipment and piping relocations.
- J. The locations of all headwalls, pipes and any other structures shall be located by station and offset.
- K. Benchmarks and elevation datum shall be indicated.
- L. Additional elevations or dimensions as required by the Engineer
- M. Additional elevations or dimensions as required by the County Representative

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

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

The Contractor shall incorporate any comments from the Owner and/or Engineer and shall submit two write-only CD-ROMs, one set of 11-inch by 17-inch mylar record drawings and four sets of 11-inch by 17-inch certified prints with the Surveyor's certification.

All Digital Drawings shall be identical to those submitted as hard copy. The Digital Drawing files shall be AutoCAD format (Release 2010 or later) and shall include all external reference drawings, text fonts, shape files and all other files necessary to make use of the drawings.

In addition, \$150,000 or five percent (whichever is smaller) of the Agreement price shall be retained until the County Representative has approved the "Record Drawings". The County Representative will review and approve the "Record Drawings" within 30 days unless additional information is required. No final payment shall be made until such time as the "Record Drawings" have been approved and accepted by SWFWMD for Maintenance and Operation Phase Transfer. Unless there is a separate pay item for Record Drawings, payment shall be included as part of the lump sum quantity for Mobilization.

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

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

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

**CRUSHED CONCRETE BASE**

Crushed Concrete Base shall follow FDOT Standard Specifications 2007 (rev 8-07) except that the Lime Rock Bearing Ratio (LBR) shall be minimum 150. The layer coefficient of 0.18 with LBR minimum 150 is allowed to calculate the base thickness.

Only FDOT certified piles are acceptable to this project. The producing process certified by FDOT without the actual pile certified is not considered solid enough for the acceptance of the material. The contractor shall send the engineer the deliver tickets with FDOT certified pile number, pile location, project name and manufactory contact information shown.

Additional tests and pile inspections will be required for the quality control and the contractor will be responsible for the cost of the initial ten tests and any re-tests when needed. The material will be rejected by the County if the initial test fails. The rejected material shall be completely removed from the project site.

1) Regarding structural number on Crushed Concrete Base, Manatee County to approve SN 0.18 if following criteria is met and maintained:

- A) Limerock Bearing Ratio value of 150 or greater 10" compacted thickness in place.
- B) Gradation conforms to FDOT Specifications2007 (rev 8-07).
- C) Deleterious materials conform to FDOT Specifications2007 (rev 8-07).
- D) Delivery ticket indicates FDOT approved source, actual lot allocated to a particular project.
- E) Piles or lots to be inspected by Manatee County representative prior to acceptance.

2) Regarding Limerock Bearing Ratio value:

- A) No Limerock Bearing Ratio value less than 150, with no under tolerance.

3) Regarding source approval:

- A) FDOT approved source, allocated lot sufficient to serve projects needs, delivery tickets stating FDOT approved source, project name, FDOT preapproved lot or pile number.

4) Regarding deleterious materials:

- A) Deleterious material content in addition to the FDOT Specifications2007 (rev 8-07) should state that no construction debris such as Styrofoam insulation, telephone wire, lumber, shingles, aluminum window or door frames etc., or household trash ie: bottles, cans, paper goods etc. is acceptable.

5) Material source inspection:

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

6) Import and placement of base product:

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

7) Import and placement of base product:

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

8) Rejection of materials:

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

9) Compaction of material:

A) In place material should be a minimum of 10" in compacted thickness and achieve 98% of AASHTO T-180 compaction.

## **CLARIFICATION OF SPECIFIC PAY ITEMS**

Clarification of the County's expectations of work to be performed as it relates to specific line items and/or item No. listed on the Bid Form is included in the FDOT Basis of Estimate Manual version 2014. Where such item number is not available, the description shows herein will prevail.

Pay item #8, Clearing & Grubbing shall follow FDOT Specifications 2014, and shall also include the removal of existing underdrains, trees and bushes, concrete structures, ripraps, and the plugging of the existing artesian wells.

Pay item # 10, Subsoil Excavation shall include the removal of any unsuitable material such as muck and organic materials, plastic soils, trash, rock fragments and dense soil, etc. The quantity to be paid shall be "in place" value.

Pay item #11, Channel Excavation shall include the excavation of relocated county ditches (between STA 135+00 and STA 141+00) and agricultural ditch (Between STA 134+00 and 137+00), on Sheet #39 and #63.

Pay item #18, 2" Type S-1 Asphalt Concrete, shall follow *FDOT Standard Specifications Road and Bridge Construction 2000*, section 331.

Pay item #19, 1" Type S-III Asphaltic Friction Course, shall follow *FDOT Standard Specifications Road and Bridge Construction 2000*, section 337.

Pay item # 25, Grates Inlets w/ 4' sump, shall follow Manatee County Highway, Traffic & Stormwater Standards 2007, section 202

Pay item # 26, Diversion Boxes, shall follow Manatee County Highway, Traffic & Stormwater Standards 2007, section 202.

Pay item # 27, Concrete Block Box, 4' x 4', shall follow shall follow Manatee County Highway, Traffic & Stormwater Standards 2007, section 202.

Pay item # 28, Adjust / Reconstruct Existing Inlet, shall follow shall follow Manatee County Highway, Traffic & Stormwater Standards 2007, section 202.

Pay item # 55, 6" under drain, shall follow Manatee County's Highway, Traffic & Stormwater Standards 2007, Section 204. The depth of under drain shall conform to the inverts shown on the construction plans.

Pay item # 57, Type AB Curb & Gutter, shall follow Manatee County's Highway, Traffic & Stormwater Standards 2007.

Pay item # 60, Emergency Crossing, shall follow *FDOT Standard Specifications Road and Bridge Construction 2014*, section 520 and conform to the construction details on sheet #58.

Pay item # 61, 4" concrete sidewalk (Incl. detectable warning truncated dome), shall follow Manatee County's Highway, Traffic & Stormwater Standards dated 2007. The payment shall include ramp and detectable warnings.

Pay item # 62, 6" concrete sidewalk, reinforced driveway (Incl. 6" x 6" #10 mesh), shall follow Manatee County's Highway, Traffic & Stormwater Standards dated 2007. The payment shall include reinforcement, ramp and detectable warnings.

Pay item # 65, Fence Removal and Relocation (Including Hog Wire, chain Link Fence and Gates), shall follow *FDOT Standard Specifications Road and Bridge Construction 2014*, section 550. The contractor shall coordinate with the property owner for the new location of the fence.

Pay item # 67, Wetland Creation, mitigation and enhancement at SW corner of 53rd Ave W. & 43rd St. W. shall include all material and labor necessary to complete the work, and subject to the satisfaction of SWMWMD.

## **DISCRETIONARY WORK (Contingency)**

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

## **Method of Measurement and Basis of Payment**

Payment for authorized work shall be on a lump sum basis.

Date: \_\_\_ / \_\_\_ / \_\_\_

Submittal No. \_\_\_\_\_

### SHOP DRAWING SUBMITTAL COVER SHEET

(IFB) # [Insert IFB Number]

Project Name: [Insert Full Project Name]

Project File No.: [Insert Project Number]

Specification Title Number: [Insert Section No.]

Specification No.: Part [Insert Part

No.], [Insert Item No.]

Page(s): [Insert Page No.]

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

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

Your Company Logo and/or information

[Contractor's Name]

[Contractor's Title]

[Company Name]

[Company Address]

[Office Number]

[Fax Number]

[email address]

[Approval Signature: \_\_\_\_\_]

[Approval Date: \_\_\_ / \_\_\_ / \_\_\_]





GENERAL CONDITIONS  
*of the*  
CONSTRUCTION AGREEMENT

Gen. Cond. of  
Constr. Agree.

TABLE OF CONTENTS FOR GENERAL CONDITIONS

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

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

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

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

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

**GENERAL CONDITIONS**  
**ARTICLE I**  
**DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE II RELATIONSHIP AND RESPONSIBILITIES

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

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

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

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

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

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

B. Cooperation with Architect/Engineer. The Contractor's services shall be provided in conjunction with the services of the Architect/Engineer. In the performance of

professional services, the Contractor acknowledges that time is critical for Project delivery. The Contractor acknowledges that timely construction utilizing the services of an Architect/Engineer and a Contractor requires maximum cooperation between all parties.

C. Timely Performance. The Contractor shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work, in accordance with the Project Schedule. Verification of estimated Project Schedule goals will be made as requested by the Owner.

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

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

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

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

testing requirements. The Project Schedule shall include a construction commencement date and Project Substantial Completion Date, which dates shall accommodate known or reasonably anticipated geographic, atmospheric and weather conditions.

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

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

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

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

C. Quality of Work. If at any time the labor used or to be used appears to the Owner as insufficient or improper for securing the quality of Work required or the required rate of progress, the Owner may order the Contractor to increase its efficiency or to improve the character of its Work, and the Contractor shall conform to such an order. Any such order shall

not entitle Contractor to any additional compensation or any increase in Contract Time. The failure of the Owner to demand any increase of such efficiency or any improvement shall not release the Contractor from its obligation to secure the quality of Work or the rate of progress necessary to complete the Work within the limits imposed by the Contract Documents. The Owner may require the Contractor to remove such personnel as the Owner deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the Project is deemed to be contrary to the Owner's interest. The Contractor shall provide good quality workmanship and shall promptly correct construction defects without additional compensation. Acceptance of the Work by the Owner shall not relieve the Contractor of the responsibility for subsequent correction of any construction defects.

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

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

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

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

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

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

(1) The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect/Engineer the name and qualifications of the proposed superintendent. The Architect/Engineer may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect/Engineer has reasonable objection to the proposed superintendent or (2) that the Architect/Engineer requires additional time to review.

Failure of the Architect/Engineer to reply within 14 days shall constitute notice of no reasonable objection.

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

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

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

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

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

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

O. Safety and Protection. Contractor shall comply with the Florida Department of Commerce Safety Regulations and any local safety regulations. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in

connection with the Work. Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:

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

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

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

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



- (1) If a specific means, method, technique, sequence of procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to Architect/Engineer if Contractor submits sufficient information to allow Architect/Engineer to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents.
- (2) Architect/Engineer will be allowed a reasonable time within which to evaluate each proposed substitute. Architect/Engineer will be the sole judge of acceptability and no substitute will be ordered, installed or utilized without Architect/Engineer's prior written acceptance which will be evidenced by either a Change Order or an approved shop drawing. Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- (3) Contractor shall reimburse Owner for the charges of Architect/Engineer and Architect/Engineer's Consultants for evaluating each proposed substitute submitted after the effective date of the Contract Documents and all costs resulting from any delays in the Work while the substitute was undergoing review.

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

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

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

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

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

arising as a result of delays described in this Section. The Contract Sum shall be adjusted to reflect payment of allowable costs.

- (5) If any delay described in this section causes the time or cost for the Project to exceed the Contract Time or the Contract Sum, then the Owner may terminate the Agreement pursuant to Section 14.2.
- (6) Contractor and any Subcontractor or supplier seeking additional costs under this Section 2.4.U. shall promptly submit estimates or any costs as requested by Owner, and detailed back-up for all costs when payment is sought or whenever reasonably requested by Owner. All costs are auditable, at Owner's discretion. Bid, estimate and pricing information reasonably related to any request for additional compensation will be provided promptly upon request.
- (7) Contractor shall include provisions in its subcontracts and purchase orders consistent with this Section.

V. Interfacing.

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

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

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

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

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

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

- (4) Lines of Authority. To provide general direction of the Work, the Contractor shall establish and maintain lines of authority for its personnel and shall provide this information to the Owner and all other affected parties, such as the code inspectors of any Permitting Authority, the Subcontractors, and the Architect/Engineer. The Owner and Architect/Engineer may attend meetings between the Contractor and his Subcontractors; however, such attendance is optional and shall not diminish either the authority or responsibility of the Contractor to administer the subcontracts.

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

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

CC. Job Requirements.

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

- (k) Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions; list of visiting officials and representatives or manufacturers, fabricators, suppliers and distributors; daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures, and provide copies of same to Owner/Architect/Engineer;
  - (l) Record names, addresses and telephone numbers of all Contractors, Subcontractors and major suppliers of materials and equipment;
  - (m) Furnish Owner/Architect/Engineer periodic reports, as required, of progress of the Work and Contractor's compliance with the approved progress schedule and schedule of shop drawing submissions;
  - (n) Consult with Owner/Architect/Engineer in advance of scheduling major tests, inspections or start of important phases of the Work;
  - (o) Verify, during the course of the Work, that certificates, maintenance and operations manuals and other data required to be assembled and furnished are applicable to the items actually installed, and deliver same to Owner/Architect/Engineer for review prior to final Acceptance of the Work; and
  - (p) Cooperate with Owner in the administration of grants.
- (2) The Contractor shall provide personnel and equipment, or shall arrange for separate Subcontractors to provide each of the following as a Project Cost:
- (a) Services of independent testing laboratories, and provide the necessary testing of materials to ensure conformance to contract requirements; and
  - (b) Printing and distribution of all required bidding documents and shop drawings, including the sets required by Permitting Authority inspectors.

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

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

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

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

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

HH. Schedule of Values. Unit prices shall be established for this Contract by the submission of a schedule of values within ten (10) days of receipt of the Notice to Proceed. The schedule shall include quantities and prices of items equaling the Contract Sum and will subdivide the Work into components in sufficient detail to serve as the basis for progress payments during construction. Such prices shall include an appropriate amount of



overhead and profit applicable to each item of Work. Upon request of the County, the Contractor shall support the values with data which will substantiate their correctness.

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

### ARTICLE III COMPENSATION

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

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

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

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

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

- (1) If the total cost of a particular item of Unit Price Work amounts to 5% or more of the Contract Sum and the variation in the quantity of the particular item of Unit Price Work performed by Contractor differs by more than 15% from the estimated quantity of such item indicated in the Agreement;  
and

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE IV SUBCONTRACTORS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

## **ARTICLE V CHANGES IN WORK**

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

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

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

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

shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect/Engineer's determination or recommendation, that party may proceed as provided in Article VIII.

**5.5 Hazardous Materials.** In the event the Contractor encounters on the Project Site material reasonably believed to be hazardous, petroleum or petroleum related products, or other hazardous or toxic substances, except as provided in Section 2.4.U, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and the Architect/Engineer in writing. The Work in the affected area shall not thereafter be resumed except by written amendment, if in fact the material or substance has not been rendered harmless. The Work in the affected area shall be resumed when the Project Site has been rendered harmless, in accordance with the final determination by the Architect/Engineer or other appropriate professional employed by Owner. The Contractor shall not be required to perform without its consent any Work relating to hazardous materials, petroleum or petroleum related products, or other hazardous or toxic substances. In the event the Contractor encounters on the Project Site materials believed in good faith to be hazardous or contaminated material, and the presence of such hazardous or contaminated material was not known and planned for at the time the Contractor submitted its Bid, and it is necessary for the Contractor to stop Work in the area affected and delays Work for more than a seven (7) day period, adjustments to the Contract Sum and/or Contract Time shall be made in accordance with this Article V.

**5.6 Change Orders; Adjustments to Contract Sum.**

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

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

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

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

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

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

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

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

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

**5.13 Changes to Contract Time.** The Contract Time may only be changed pursuant to a Change Order or a written amendment to the Contract Documents. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making the claim to the other party. Notice of the extent of the claim with supporting data shall be delivered within fifteen (15) days from detection or beginning of such occurrence and



shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. The Contract time will be extended in an amount equal to time lost due to delays beyond the control of Contractor. Such delays shall include, but not be limited to, acts or neglect by Owner or others performing additional Work; or to fires, floods, epidemics, abnormal weather conditions or acts of God. Failure to deliver a written notice of claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.

## ARTICLE VI ROLE OF ARCHITECT/ENGINEER

### 6.1 General.

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

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

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

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

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

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

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

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

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

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

## ARTICLE VII OWNER'S RIGHTS AND RESPONSIBILITIES

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

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

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

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

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

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

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

- (1) The Architect/Engineer and the Architect/Engineer's consultants shall be deemed the authors and owners of their respective instruments of service, including the Project Plans and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the instruments of service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be constructed as publication in derogation of the Architect/Engineer's or Architect/Engineer's consultants' reserved rights.
- (2) The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the drawings and specifications provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Project Plans and Specifications or other instruments of service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the

drawings or specifications on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect/Engineer and the Architect/Engineer's consultants.

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

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

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

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

- (1) Authorize any deviation from the Contract Documents or approve any substitute materials or equipment;

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

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

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

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

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

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

- (1) All claims must be submitted as a request for Change Order in the manner as provided in Article V.

- (2) The Contractor must submit a notice of claim to Owner's Project Representative and to the Architect/Engineer within fifteen (15) days of when the Contractor was or should have been aware of the fact that an occurrence was likely to cause delay or increased costs. Failure to submit a claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.
- (3) Within twenty (20) days of submitting its notice of claim, the Contractor shall submit to the Owner's Project Representative its request for Change Order, which shall include a written statement of all details of the claim, including a description of the Work affected.
- (4) After receipt of a request for Change Order, the Owner's Project Representative, in consultation with the Architect/Engineer, shall deliver to the Contractor, within twenty (20) days after receipt of request, its written response to the claim.
- (5) In the event the Owner and Contractor are unable to agree on the terms of a Change Order, the Owner shall have the option to instruct the Contractor to proceed with the Work. In that event, the Owner shall agree to pay for those parts of the Work, the scope and price of which are not in dispute. The balance of the disputed items in the order to proceed will be resolved after completion of the Work, based upon completed actual cost.
- (6) The rendering of a decision by Owner with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by Owner or Contractor of such right or remedies as either may otherwise have under the Contract Documents or by laws or regulations in respect of any such claim, dispute or other matter.

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

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

- (1) damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

- (2) damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the work.

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

## **ARTICLE IX INDEMNITY**

### **9.1 Indemnity.**

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

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

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



**ARTICLE X**  
**ACCOUNTING RECORDS; OWNERSHIP OF DOCUMENTS**

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

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

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

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

**ARTICLE XI**  
**PUBLIC CONTRACT LAWS**

**11.1 Equal Opportunity Employment.**

A. Employment. The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, disability or age, and will take affirmative action to insure that all employees and applicants are afforded equal

employment opportunities without discrimination because of race, creed, sex, color, national origin, disability or age. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining, including apprenticeship and on-the-job training.

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

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

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

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

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

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

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

## **ARTICLE XII FORCE MAJEURE, FIRE OR OTHER CASUALTY**

### **12.1 Force Majeure.**

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

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

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

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

complete the reconstruction or repair of any loss or damage by fire or other casualty to the Project to substantially the same size, floor area, cubic content, and general appearance as prior to such loss or damage:

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

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

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

### **ARTICLE XIII REPRESENTATIONS, WARRANTIES AND COVENANTS**

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

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

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

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

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

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

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

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

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

I. The Contractor shall assist and cooperate with the Owner and shall accomplish the construction of the Project in accordance with the Contract Documents and the

Project Plans and Specifications, and will not knowingly violate any laws, ordinances, rules, regulations, or orders that are or will be applicable thereto.

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

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

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

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

N. If within three (3) years after the Substantial Completion Date or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's

written instructions, either correct such defective Work or if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instruction, Owner may have the defective Work corrected/removed and all direct, indirect and consequential costs of such removal and replacement will be paid by Contractor. Failing payment by the Contractor and notwithstanding any other provisions of the Contract Documents to the contrary, Owner shall have the right to bring a direct action in the Circuit Court to recover such costs.

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

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

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

C. The Contract Documents and each Contract Document contemplated hereby to which the Owner is or will be a party has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by, the Owner, and neither the execution and delivery thereof nor compliance with the terms and provisions thereof or hereof: (a) requires the approval and consent of any other person or party, except such as have been duly obtained or as are specifically noted herein; (b) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on the Owner; or (c) contravenes or results in any breach of, default under, or result in the creation of any lien or encumbrance upon the Owner under any indenture, mortgage, deed of trust, bank loan, or credit agreement, the charter, ordinances, resolutions, or any other agreement or instrument to which the Owner is a party, specifically including any covenants of any bonds, notes, or other forms of indebtedness of the Owner outstanding on the date of the Contract Documents.

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

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

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

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

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

#### **ARTICLE XIV TERMINATION AND SUSPENSION**

**14.1 Termination for Cause by Owner.** This Agreement may be terminated by Owner upon written notice to the Contractor should Contractor fail substantially to perform a material obligation in accordance with the terms of the Contract Documents through no fault of the Owner. In the event Owner terminates for cause and it is later determined by a court of competent jurisdiction that such termination for cause was not justified, then in such event such termination for cause shall automatically be converted to a termination without cause pursuant to Section 14.2.

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

B. Insolvency. If the Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its



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

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

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

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

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

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

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

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

**14.5 Vacation of Project Site; Delivery of Documents.** Upon termination by Owner pursuant to Section 14.2 or 14.4, Contractor shall withdraw its employees and its equipment, if any, from the Project Site on the effective date of the termination as specified in the notice of termination (which effective date shall not be less than two (2) working days after the date of delivery of the notice), regardless of any claim the Contractor may or may not have against the Owner. Upon termination, the Contractor shall deliver to the Owner all original papers, records, documents, drawings, models and other material set forth and described in the Contract Documents.

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

CONSTRUCTION AGREEMENT

*for*

STIPULATED SUM

*between*

MANATEE COUNTY (AS OWNER)

*and*

\_\_\_\_\_ (AS CONTRACTOR)

CONTRACT

**CONSTRUCTION AGREEMENT FOR  
STIPULATED SUM  
[PROJECT NAME]**

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

**WHEREAS**, the Owner intends to construct **[PROJECT DESCRIPTION]**, the aforementioned improvements being hereinafter referred to and defined as the “Project”; and

**WHEREAS**, in response to Owner’s Invitation for Bid No. \_\_\_\_\_ (the “IFB”), Contractor has submitted its Bid (the “Contractor’s Bid”) to provide the aforementioned construction services.

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

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

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

**3. Date of Commencement and Substantial Completion.**

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

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

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

<b>Portion of Work</b>	<b>Substantial Completion Date</b>
------------------------	------------------------------------

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

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

**4. Contract Sum.**

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

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

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

**5. Payments.**

A. Progress Payments.

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

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

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

(8) Reduction or limitation of retainage, if any, shall be as follows:

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

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

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

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

**6. Termination or Suspension.**

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

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

**7. Other Provisions.**

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

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

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

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

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

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

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

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

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

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

**8. Insurance and Bonding.** If and to the extent required by the Invitation for Bid documents, the Contractor shall furnish insurance coverage for (but not necessarily limited to)



workers' compensation, commercial general liability, auto liability, excess liability, and builder's risk. The Contractor shall furnish to the Owner all appropriate policies and Certificate(s) of Insurance. The Contractor shall also post a Payment and Performance Bond for the Contract Sum, within ten ( ) days following notification of intent to award, and otherwise in accordance with the Invitation for Bid documents.

**9. Independent Contractor.** The Contractor acknowledges that it is functioning as an independent contractor in performing under the terms of this Agreement, and it is not acting as an employee of the Owner.

**10. Entire Agreement.** This Agreement (inclusive of the Contract Documents incorporated herein by reference) represents the full agreement of the parties.

**11. Amendments; Waivers; Assignment.**

A. Amendments. This Agreement may be amended only pursuant to an instrument in writing that has been jointly executed by authorized representatives of the parties hereto.

B. Waivers. Neither this Agreement nor any portion of it may be modified or waived orally. However, each party (through its governing body or properly authorized officer) shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

C. Assignment. The rights and obligations of either party to this Agreement may be assigned to a third party only pursuant to a written amendment hereto.

**12. Validity.** Each of the Owner and Contractor represents and warrants to the other its respective authority to enter into this Agreement.

**13. Covenant To Defend.** Neither the validity of this Agreement nor the validity of any portion hereof may be challenged by any party hereto, and each party hereto hereby waives any right to initiate any such challenge. Furthermore, if this Agreement or any portion hereof is challenged by a third party in any judicial, administrative, or appellate proceeding (each party hereby covenanting with the other party not to initiate, encourage, foster, promote, cooperate with, or acquiesce to such challenge), the parties hereto collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through a final judicial determination or other resolution, unless all parties mutually agree in writing not to defend such challenge or not to appeal any decision invalidating this Agreement or any portion thereof.

**14. Disclaimer of Third-Party Beneficiaries; Successors and Assigns.** This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation,

partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof. This Agreement shall be binding upon, and its benefits and advantages shall inure to, the successors and assigns of the parties hereto.

**15. Construction.**

A. Headings and Captions. The headings and captions of articles, sections, and paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or be taken into consideration in interpreting this Agreement.

B. Legal References. All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to “applicable law” and “general law” shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

**16. Severability.** The provisions of this Agreement are declared by the parties hereto to be severable. In the event any term or provision of this Agreement shall be held invalid by a court of competent jurisdiction, such invalid term or provision should not affect the validity of any other term or provision hereof; and all such terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Agreement; provided, however, if any term or provision of this Agreement is held to be invalid due to the scope or extent thereof, then, to the extent permitted by law, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

**17. Governing Law; Venue.** This Agreement shall be governed by the laws of the State of Florida. Venue for any petition for writ of certiorari or other court action allowed by this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida.

**18. Attorney’s Fees and Costs.** In any claim dispute procedure or litigation arising from this Agreement, each party hereto shall be solely responsible for paying its attorney’s fees and costs.

**19. Notices.** All notices, comments, consents, objections, approvals, waivers, and elections under this Agreement shall be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested, or by electronic mail with delivery confirmation. All such communications shall be addressed to the applicable addressees set forth below or as any party may otherwise designate in the manner prescribed herein.

To the Owner:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

To the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

Notices, comments, consents, objections, approvals, waivers, and elections shall be deemed given when received by the party for whom such communication is intended at such party's address herein specified, or such other physical address or email address as such party may have substituted by notice to the other.

**20. Exhibits.** Exhibits to this Agreement are as follows:

Exhibit A—Title(s) of Drawings

Exhibit B—Title(s) of Specifications

Exhibit C—Affidavit of No Conflict

Exhibit D—Certificate(s) of Insurance

Exhibit E—Payment and Performance Bond

Exhibit F—Standard Forms

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

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

\_\_\_\_\_  
Name of Contractor

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MANATEE COUNTY**, a political subdivision  
of the State of Florida

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit A  
Title(s) of Drawings

1. 53<sup>rd</sup> Avenue West – 43<sup>rd</sup> Street West to Roundabout Plans prepared by Manatee County, Signed and Sealed 10/20/2014.....85 pages
  
2. Signalization Plans prepared by HDR, Signed and Sealed, 11/08/2014.....21 pages
  
3. Signing and Pavement Marking Plans prepared by HDR, Signed and Sealed 11/08/2014.....24 pages
  
4. Force Main 27-A Plans prepared by Manatee County, Signed and Sealed, 10/31/2014.....27 pages

Exhibit C  
Affidavit of No Conflict

COUNTY OF \_\_\_\_\_,

STATE OF \_\_\_\_\_.

BEFORE ME, the undersigned authority, this day personally appeared, \_\_\_\_\_, a principal with full authority to bind \_\_\_\_\_ hereinafter the "Lessee"), who being first duly sworn, deposes and says:

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

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

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

Affiant makes this affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement for

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

SUBSCRIBED to and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[Notary Seal]

Notary Public

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

Exhibit D  
Contractor's Certificate(s) of Insurance

Exhibit E  
Contractor's Payment and Performance Bond



Exhibit F  
Standard Forms

Application for Payment

Certificate of Substantial Completion

Final Reconciliation / Warranty / Affidavit

Change Order

Public Construction Bond Form

Exhibit F  
Standard Forms

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

**CONTRACT PAYMENT SUMMARY**

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

**CONTRACTOR'S AFFIDAVIT OF NOTICE**

CERTIFICATE: The undersigned CONTRACTOR certifies that all items and amounts shown on this Application for Payment are on account of work performed, materials supplied and/or materials stored on site and paid for by Contractor in accordance with the Contract Documents with due consideration for previous Payment(s), if any, received by the Contractor from the County, and that the Amount Due this Payment shown is now due.

<p><b>NOTARY:</b></p> <p>State of Florida, County of _____</p> <p>Sworn to (or affirmed) and subscribed before me this _____ day of _____ by _____</p> <p align="center">(Name of person giving notice)</p> <p>_____ (Signature of Notary Public - State of Florida) Print, Type or Stamp Commissioned Name of Notary Public:</p> <p>Personally Known _____ or Produced Identification _____ Type of Identification Produced: _____</p>	<p><b>CONTRACTOR:</b></p> <p>_____ Name of person authorized to sign Affidavit of Notice</p> <p>_____ TITLE</p> <p>Contractor name, address and telephone no.: _____</p> <p>_____</p> <p>_____</p> <p>_____</p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**VERIFICATION, RECOMMENDATION, CONCURRENCES AND APPROVALS**

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

<b>CERTIFICATE OF SUBSTANTIAL COMPLETION (S.C.)</b>	<b>CHECK ONE:</b>	
	Partial	Total
Project Title:	Date Submitted:	
Contractor Data: Name: Address: City/State/Zip:	Project No:	
	S. C. Date (Proposed)	

If the "Partial" completion box above is checked, the following description applies to the work for which substantial completion is being sought. Otherwise, the work described in the Contract including approved changes, if any, is certified to be substantially complete:  
 (Description of the portion of work substantially completed):

(USE CONTINUATION SHEETS IF NECESSARY)

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item does not alter the Contractor's responsibility to complete all of the contract work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by the Contractor within \_\_\_\_\_ days of substantial completion. The approved substantial completion date is: \_\_\_\_\_

_____ Contractor Signature	_____ Date	_____ Engineer's Approval	_____ Date
_____ Printed Name and Title	_____ Printed Name and Title		

The Contractor shall be responsible for security, operation, safety, maintenance, HVAC, insurance and warranties in accordance with the Contract. The County will assume the responsibility for paying the cost of electrical power from midnight of the date of Engineer's approval as indicated above.

**ATTACH THE INSPECTOR'S FINAL WALKTHROUGH LIST OF DEFICIENCIES.**

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

Project Title:	Date Submitted:
Contractor Data: Name: Address: City/State/Zip:	Project No:
	Warranty (months):

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

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

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

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

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

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

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

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

\_\_\_\_\_  
(Affiant Signature)

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

Signature of Notary Public - State of Florida: \_\_\_\_\_  
Print, Type or Stamp Commissioned Name of Notary Public:

Personally Known  or Produced Identification   
Type of Identification Produced \_\_\_\_\_

# CONTRACT CHANGE ORDER

(For Adjustment Amounts Less Than \$1,000,000.)

**PROJECT:**

Change Order No.:

Contract Amount:  
(Present Value)

Project Number:

NO. OF ITEM	DESCRIPTION OF ITEM AND CHANGE	DECREASE	INCREASE
1	<p>BY EXECUTION OF THIS CHANGE ORDER THE CONTRACTOR AGREES THAT ALL CLAIMS FOR ADDITIONAL CONTRACT TIME AND FEES FOR THE ITEMS IN THIS CHANGE ORDER HAVE BEEN SATISFIED.</p>		

**TOTAL DECREASE:**

**TOTAL INCREASE:**

**Contractor:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City / State:** \_\_\_\_\_

**Contractor**

**Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_

THE NET CHANGE OF  
ADJUSTS THE CURRENT CONTRACT AMOUNT FROM  
TO

\_\_\_\_ CALENDAR DAYS ARE ADDED TO THE SCHEDULE  
WHICH CHANGES THE FINAL COMPLETION DATE TO  
MONTH, DAY, YEAR.

## RECOMMENDATION, CONCURRENCES AND APPROVALS

**SIGNATURES**

**DATE**

**Consultant / Engineer**

\_\_\_\_\_

\_\_\_\_\_

**Project Manager:**

\_\_\_\_\_

\_\_\_\_\_

**Division Manager:**

Jeff Streitmatter III, P.E., Project Management Division Manager

\_\_\_\_\_

**Manatee County Purchasing**

\_\_\_\_\_

**Melissa M. Wendel, CPPO, Purchasing Official**

\_\_\_\_\_

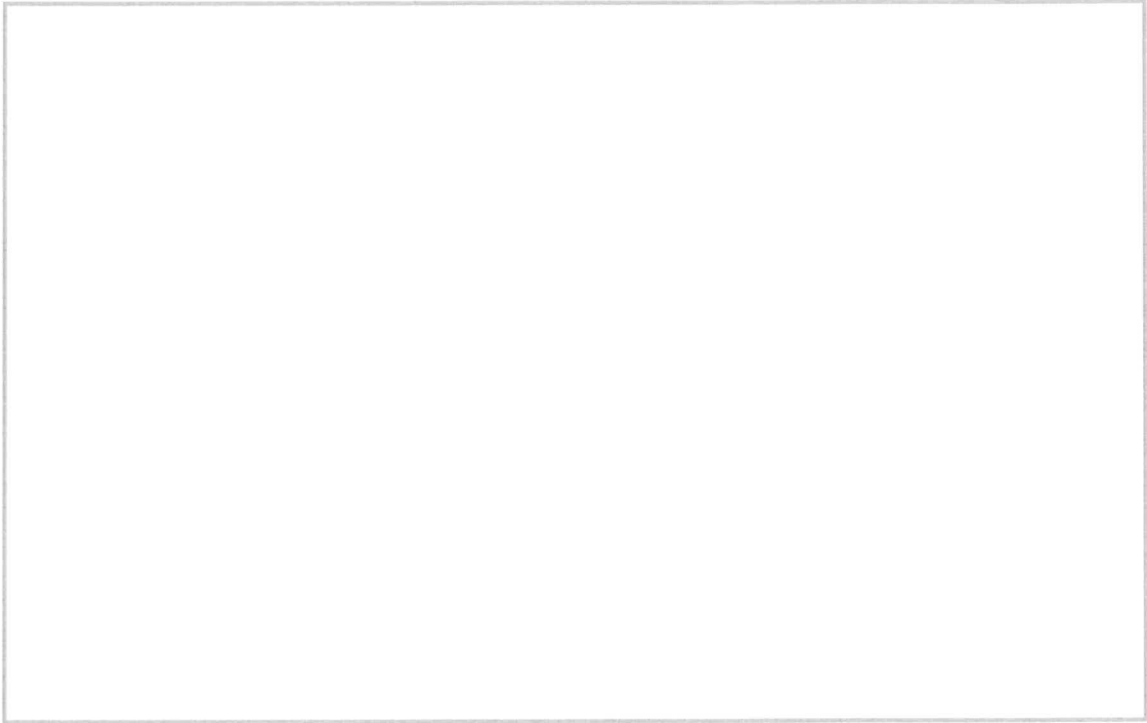
**Authority to execute this contract per Manatee County Code, Chapter 2-26,  
and per the delegation by the County Administrator effective 1/26/2009**

**JUSTIFICATION FOR CHANGE**

**Change Order No :**

**Project Number:**

**1. NECESSITY FOR CHANGE:**



2. Is change an alternate bid? (If yes, explain)

3. Does change substantially alter the physical size of the project? (If yes, explain)

4 Effect of this change on other "Prime" contractors?

5 Has the Surety and insurance company been notified, if applicable? **CONTRACTOR RESPONSIBILITY**

**MANATEE COUNTY GOVERNMENT  
PUBLIC CONSTRUCTION BOND**

Bond No. \_\_\_\_\_  
(Enter bond number)

BY THIS BOND, We \_\_\_\_\_, located at \_\_\_\_\_, as  
(Name of Contractor) (Address)

Principal and \_\_\_\_\_, a corporation, whose address is  
(Name of Surety)

\_\_\_\_\_

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

WHEREAS, the Contractor has entered into Contract No. 15-0465-OV with the County for the project titled 53<sup>rd</sup> Avenue West, 43<sup>rd</sup> Street West to 75<sup>th</sup> Street West, Force Main 27-A, From 51<sup>st</sup> Street West to the Southwest Water Reclamation Facility (SWWRF), with conditions and provisions as are further described in the aforementioned Contract, which Contract is by reference made a part hereof for the purposes of explaining this bond.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs Contract No. 15-0465-OV, between Principal and County for construction of

53<sup>rd</sup> Avenue West, 43<sup>rd</sup> Street West to 75<sup>th</sup> Street West, Force Main 27-A, From 51<sup>st</sup> Street West to the Southwest Water Reclamation Facility (SWWRF),

(Title of Project)

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

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

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

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

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

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

DATED ON \_\_\_\_\_.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Print Name & Title

*(Corporate Seal)*

*(Corporate Seal)*



**AGENT or BROKER**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address  
\_\_\_\_\_

\_\_\_\_\_  
Telephone

Licensed Florida Insurance Agent?  Yes  No

License #: \_\_\_\_\_

State of: \_\_\_\_\_

County of: \_\_\_\_\_

City of: \_\_\_\_\_

**UTILITY TECHNICAL SPECIFICATIONS**

**FOR**

**FM 27A - 53rd Avenue W Force Main Replacement from  
43rd Street West to SW Water Reclamation Facility**

**PROJECT # 6082960**

**September 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 26<sup>th</sup> Avenue East  
Bradenton, Florida 34208  
(941) 708-7450

# INFRASTRUCTURE ENGINEERING STANDARD SPECIFICATIONS

<b>DIVISION 1</b>	<b>GENERAL REQUIREMENTS</b>	<b>4</b>
<b>SECTION 01005</b>	<b>GENERAL REQUIREMENTS</b>	<b>4</b>
<b>SECTION 01010</b>	<b>SUMMARY OF WORK</b>	<b>15</b>
<b>SECTION 01015</b>	<b>CONTROL OF WORK</b>	<b>17</b>
<b>SECTION 01030</b>	<b>SPECIAL PROJECT PROCEDURES</b>	<b>21</b>
<b>SECTION 01045</b>	<b>CUTTING AND PATCHING</b>	<b>25</b>
<b>SECTION 01050</b>	<b>FIELD ENGINEERING AND SURVEYING</b>	<b>27</b>
<b>SECTION 01090</b>	<b>REFERENCE STANDARDS</b>	<b>28</b>
<b>SECTION 01150</b>	<b>MEASUREMENT AND PAYMENT</b>	<b>31</b>
<b>SECTION 01152</b>	<b>REQUESTS FOR PAYMENT</b>	<b>43</b>
<b>SECTION 01153</b>	<b>CHANGE ORDER PROCEDURES</b>	<b>44</b>
<b>SECTION 01200</b>	<b>PROJECT MEETINGS</b>	<b>48</b>
<b>SECTION 01310</b>	<b>CONSTRUCTION SCHEDULE &amp; PROJECT RESTRAINTS</b>	<b>50</b>
<b>SECTION 01340</b>	<b>SHOP DRAWINGS, PROJECT DATA AND SAMPLES</b>	<b>55</b>
<b>SECTION 01370</b>	<b>SCHEDULE OF VALUES</b>	<b>60</b>
<b>SECTION 01380</b>	<b>CONSTRUCTION PHOTOGRAPHS</b>	<b>61</b>
<b>SECTION 01410</b>	<b>TESTING AND TESTING LABORATORY SERVICES</b>	<b>63</b>
<b>SECTION 01510</b>	<b>TEMPORARY AND PERMANENT UTILITIES</b>	<b>65</b>
<b>SECTION 01570</b>	<b>TRAFFIC REGULATION</b>	<b>67</b>
<b>SECTION 01580</b>	<b>PROJECT IDENTIFICATION AND SIGNS</b>	<b>69</b>
<b>SECTION 01590</b>	<b>COUNTY'S FIELD OFFICE</b>	<b>72</b>
<b>SECTION 01600</b>	<b>MATERIAL AND EQUIPMENT</b>	<b>74</b>
<b>SECTION 01620</b>	<b>STORAGE AND PROTECTION</b>	<b>76</b>
<b>SECTION 01700</b>	<b>CONTRACT CLOSEOUT</b>	<b>78</b>
<b>SECTION 01710</b>	<b>CLEANING</b>	<b>81</b>
<b>SECTION 01720</b>	<b>PROJECT RECORD DOCUMENTS</b>	<b>83</b>
<b>SECTION 01730</b>	<b>OPERATING AND MAINTENANCE DATA</b>	<b>86</b>
<b>SECTION 01740</b>	<b>WARRANTIES AND BONDS</b>	<b>89</b>
<b>DIVISION 2</b>	<b>SITE WORK</b>	<b>91</b>
<b>SECTION 02064</b>	<b>MODIFICATIONS TO EXISTING STRUCTURES, PIPING AND EQUIPMENT</b>	<b>91</b>
<b>SECTION 02100</b>	<b>SITE PREPARATION</b>	<b>94</b>
<b>SECTION 02220</b>	<b>EXCAVATION, BACKFILL, FILL AND GRADING FOR STRUCTURES</b>	<b>96</b>
<b>SECTION 02221</b>	<b>TRENCHING, BEDDING AND BACKFILL FOR PIPE</b>	<b>100</b>
<b>SECTION 02223</b>	<b>EXCAVATION BELOW GRADE AND CRUSHED STONE OR SHELL REFILL</b>	<b>104</b>
<b>SECTION 02260</b>	<b>FINISH GRADING</b>	<b>105</b>
<b>SECTION 02276</b>	<b>TEMPORARY EROSION AND SEDIMENTATION CONTROL</b>	<b>107</b>
<b>SECTION 02485</b>	<b>SEEDING AND SODDING</b>	<b>109</b>
<b>SECTION 02513</b>	<b>ASPHALT CONCRETE PAVING</b>	<b>112</b>
<b>SECTION 02575</b>	<b>PAVEMENT REPAIR AND RESTORATION</b>	<b>121</b>
<b>SECTION 02615</b>	<b>DUCTILE IRON PIPE AND FITTINGS</b>	<b>124</b>
<b>SECTION 02616</b>	<b>DISINFECTING POTABLE WATER PIPE LINES</b>	<b>126</b>
<b>SECTION 02617</b>	<b>INSTALLATION AND TESTING OF PRESSURE PIPE</b>	<b>127</b>
<b>SECTION 02618</b>	<b>PIPELINE CLEANING</b>	<b>131</b>
<b>SECTION 02620</b>	<b>POLYETHYLENE (PE) PRESSURE PIPE</b>	<b>134</b>

SECTION 02622	POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS (AWWA SPECIFICATIONS C-900 & C-905)	144
SECTION 02623	POLYVINYL CHLORIDE (PVC) PIPE (GRAVITY SEWER)	147
SECTION 02640	VALVES AND APPURTENANCES	155
SECTION 02720	SANITARY SEWER BYPASS PUMPING	171
SECTION 02999	MISCELLANEOUS WORK AND CLEANUP	174
DIVISION 3	CONCRETE	176
SECTION 03200	CONCRETE REINFORCEMENT	176
SECTION 03300	CAST-IN-PLACE CONCRETE	179
SECTION 03350	CONCRETE FINISHES	184
SECTION 03410	PRECAST CONCRETE STRUCTURES	187
DIVISION 5	METALS	192
SECTION 05500	MISCELLANEOUS METAL	192
SECTION 05550	AIR RELEASE ENCLOSURE	198
DIVISION 9	PAINTING	201
SECTION 09865	SURFACE PREPARATION AND SHOP PRIME PAINTING	201
SECTION 09900	PAINTING	203
DIVISION 15	MECHANICAL	234
SECTION 15094	PIPE HANGERS AND SUPPORTS	234
SECTION 15400	PLUMBING	240
DIVISION 16	ELECTRICAL	249
SECTION 16050	ELECTRICAL - GENERAL PROVISIONS	249
SECTION 16108	MISCELLANEOUS EQUIPMENT	253
SECTION 16110	CONDUITS AND FITTINGS	259
SECTION 16120	WIRES AND CABLES	264
SECTION 16160	PANELBOARDS	268
SECTION 16450	GROUNDING	271

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

## DIVISION 1 GENERAL REQUIREMENTS

### 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 neoprene 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 LINES AND GRADES**

A. Grade

All work under this Contract shall be constructed in accordance with the lines and grades shown on the Plans, or as given by the County. The full responsibility for keeping alignment and grade shall rest upon the Contractor.

B. Safeguarding Marks

The Contractor shall safeguard all points, stakes, grade marks, monuments and bench marks made or established on the work, bear the cost of reestablishing them if disturbed, and bear the entire expense of rectifying work improperly installed due to not maintaining or protecting or removing without authorization such established points, stakes and marks.

The Contractor shall safeguard all existing and known property corners, monuments and marks adjacent to but not related to the work and, if required, shall bear the cost of reestablishing them if disturbed or destroyed.

C. Datum Plane

All elevations indicated or specified refer to the Mean Sea Level Datum of the NGVD 1929 Datum and/or NAVD 1988.

1.08 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.

1.09 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.

**1.10 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.

**1.11 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.

**1.12 MISCELLANEOUS**

A. Protection Against Siltation and Bank Erosion

1. The Contractor shall arrange his operations to minimize siltation and bank erosion on construction sites and on existing or proposed water courses and drainage ditches.
2. The Contractor, at his own expense, shall remove any siltation deposits and correct any erosion problems as directed by the County which results from his construction operations.

B. Protection of Wetland Areas

The Contractor shall properly dispose of all surplus material, including soil, in accordance with Local, State and Federal regulations. Under no circumstances shall surplus material