

INVITATION FOR BID IFB #15-0769-OV 9th Avenue Drive East Sidewalk (31st St East to 29th St East) Palmetto, FL (Project No. 9012191)

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

NON-MANDATORY INFORMATION CONFERENCE

In order to ensure that all prospective Bidders have sufficient information and understanding of County's needs, an <u>Information Conference</u> will be held at: <u>11:00 AM on March 27, 2015</u> at the County Administration Building, located at 1112 Manatee Avenue West, Bradenton, FL, 8th Floor, Staples Conference Room. <u>Attendance is not mandatory, but is highly encouraged</u>.

DEADLINE FOR CLARIFICATION REQUESTS: 5:00 PM on April 3, 2015

(Reference Bid Article A.05)

TIME AND DATE DUE: 3:30 PM on April 16, 2015

This project is funded by a United States Department of Housing and Urban Development Community Development Block Grant (CDBG), as administered through Manatee County. There are federal regulations applied to the duration of the project's lifecycle. Bidders shall comply with such requirements, as outlined in Section E, "Compliance with Federal Laws," federal and state guidelines for this procurement.

FOR INFORMATION CONTACT:

Olga Valcich, CPPB, Contract Specialist (941) 749-3055, Fax (941) 749-3034 olga.valcich@mymanatee.org Manatee County Financial Management Department Purchasing Division

AUTHORIZED FOR RELEASE: **WW**

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SECTION A INFORMATION TO BIDDERS

A.01 OPENING LOCATION

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

Any Bids received after the stated time and date will not be considered. It shall be the sole responsibility of the Bidder to have their Bid <u>delivered to the Manatee County Purchasing Division</u> 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 <u>duplicate one original (marked Original) and one (1)</u> <u>copy (marked Copy)</u> of your <u>signed Bid</u> shall be submitted in one <u>sealed</u> package, clearly marked on the outside "<u>Sealed Bid #15-0769-OV</u>, 9TH <u>Avenue Drive East Sidewalk (31st St East to 29th St East), Palmetto, FL (Project No. 9012191)</u> along with your company name. For your convenience, a mailing label is provided with this Invitation for Bid package. Or, you may address the package as follows:

Address package to:

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

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

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

A.03 SECURING OF 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 web site, http://www.DemandStar.com, click on the tab titled "My DemandStar" for more information regarding this service. Participation in the DemandStar system is not a requirement for doing business with Manatee County.

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

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

It is the responsibility of each bidder before submitting a bid, to (a) examine the IFB documents thoroughly; (b) visit the 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 County of all conflicts, errors, or discrepancies in the IFB documents.

Each bidder may, at bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions at or contiguous to the 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. County will provide each bidder access to the site(s) to conduct such explorations and tests.

Bidder shall fill all holes, clean up and restore the Project Site(s) to its former condition upon completion of such explorations. The lands upon which the Work is to be performed, right-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 the successful bidder. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by County unless otherwise provided in the IFB documents.

Inspection of the Project Site(s) is <u>a requirement</u> 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 MODIFICATIONS OF THE BID DOCUMENTS

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

A.06 CLARIFICATION & ADDENDA

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

<u>5:00 PM on April 3, 2015</u> shall be the deadline to submit to the Purchasing Division, in writing, all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this IFB.

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

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

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

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

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

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

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

A.09 FRONT LOADING OF BID PRICING PROHIBITED

Prices offered for performance and/or acquisition activities to occur early in the Project schedule, such as mobilization; clearing and grubbing; or maintenance of traffic; that are substantially higher than pricing of competitive bidders within the same portion of the Project Schedule, will be presumed to be front end loaded. Front loaded bids could

reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the bidder to complete the Work or otherwise creating an appearance of an undercapitalized bidder.

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

A.10 WITHDRAWAL OF OFFERS

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
 - 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 <u>irrevocable offer for a period of ninety (90) days</u> to sell to Manatee County the goods or services set forth in the attached IFB until one or more of the bids have been duly accepted by County.

A.12 BID EXPENSES

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

A.13 RESERVED RIGHTS

<u>County reserves the right to accept or reject</u> any and/or all bids, to waive irregularities and technicalities, and to request resubmission. Also, County reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of County. Any sole response received by the first submission date may or may not be rejected by County depending on available

competition and current needs of County. For all items combined, the bid of the lowest, responsive, responsible bidder will be accepted, unless all bids are rejected.

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

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

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

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

A.14 APPLICABLE LAWS

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

A.15 COLLUSION

By submitting a bid to this IFB, the bidder certifies that it has not divulged, discussed or compared its bid with any other bidder, and <u>has not colluded</u> 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;
- any prices and/or cost data quoted for this Bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder, prior to the scheduled opening, directly or indirectly to any other bidder or to any competitor;

- c. no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;
- d. the only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the resulting Agreement to be entered into; and
- e. no person or agency has been employed or retained to solicit or secure the resulting Agreement upon an agreement or understanding or a commission, percentage, brokerage, or contingent fee except bona fide employees or established commercial agencies maintained by bidder for purpose of doing business.

A.16 CODE OF ETHICS

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

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

A.17 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, as that term is defined in 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 a 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 contract with County to execute and file with the Purchasing Official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with County. In the case of a business entity other than a partnership or a corporation, such affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, such affidavit shall be executed by the general partner(s). A Public Contracting and Environmental Crimes Certification form is attached herein for this purpose

A.18 BID FORMS

Bids must be submitted on attached 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

This 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 the County. (Note: Agreement must be approved in accordance with Chapter 2-26 of the Manatee County Code of Laws and the Administrative Standards and Procedures Manual approved by the County Administrator).

A.20 LEGAL NAME

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

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

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

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

A.21 DISCOUNTS

Any and all discounts must be incorporated in the prices contained in the bid and not shown separately. The prices as shown on the Bid Form shall be the 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 the manufacturer's product, will be required to furnish the named manufacturer's product. Failure to perform accordingly may, in County's sole discretion, be deemed a material breach of the resulting Agreement, and shall constitute grounds for County's immediate termination of the resulting agreement.

A25 ROYALTIES AND PATENTS

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

A.26 AMERICANS WITH DISABILITIES ACT

County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the County's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring <u>reasonable accommodation</u> 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 the Title VI of the Civil Rights Act of 1964 and Title 15, Part 8 of the Code of Federal Regulations, County hereby notifies all bidders that they will affirmatively ensure minority business enterprises will be afforded full opportunity to participate in response to this advertisement and will not be discriminated against on the ground 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 County for each bid item from any of the bidders; and the bidder shall respond within five (5) days after the date of such request. Such list shall be accompanied by an experience statement with pertinent information regarding similar Work and other evidence of qualification for each such Subcontractor, supplier, persons or organization if requested by County. If County, after due investigation, has reasonable objection to any proposed Subcontractor, supplier, other person or organization, County may, before the notice of intent to award is given, request the successful bidder to submit an acceptable substitute without an increase in Contract Sum or Contract Time.

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

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

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

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

Pursuant to Section 119.071(1), Florida Statutes, in any Agreement entered into by County wherein the successful bidder is acting on behalf of County, successful bidder must:

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

A.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 County by completing an "Affidavit as to Local Business Form", which is available for download at www.mymanatee.org/vendor. Click on "Affidavit for Local Business" to access and print the form. Complete, notarize, and <a href="mailto:m

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

A.33 VENDOR REGISTRATION

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

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

Quick steps to registration:

www.mymanatee.org/purchasing

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

Registration is not mandatory; however, by taking the time to register, you are helping County to provide timely notifications 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.

A.36 SECTION 3 REQUIREMENTS

The purpose of Section 3 is to ensure that economic opportunities generated from HUD funded (partially or fully) projects will be directed to low- and very low-income persons. See Bid Article E.02 for the Section 3 Clause. The following minimum thresholds have been set by HUD for determining compliance with Section 3 requirements:

- a. All Contractors/Subcontractors must attempt to fill at least 30% of newly created positions with Section 3 residents.
- b. All prime Contractors must attempt to award at least 25% of the total cost all Subcontracts for Section 3 covered Contracts to Section 3 businesses.
- c. A combination of 1 and 2 above.

<u>Demonstrating Compliance with Section 3 Resident Requirements</u>

All Contractors and Subcontractors must attempt to provide training and/or employment opportunities, as prioritized below, for at least thirty percent (30%) of newly created positions required for the project:

- a. Section 3 residents residing in the service area or neighborhood in which the Section 3 covered project is located (category 1 residents).
- b. Participants in HUD Youth build Programs (category 2 residents).
- c. Homeless persons residing in the service area or neighborhood in which the Section 3 covered project is located.
- d. Other Section 3 residents.

All prime Contractors must attempt to award Subcontracts to Section 3 businesses whenever feasible, as prioritized below:

- a. A business that is 51 percent or more owned by Section 3 residents; or
- b. A business whose permanent, full time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within 3 years of the date of first employment with the business were Section 3 residents; or
- c. A business that provides evidence of a commitment to sub-contract in excess of 25 percent of the dollar award of all sub-contractors to be awarded to businesses that meet the qualifications set forth in paragraphs 1 & 2 above

Manatee County is required to document Section 3 employment/training opportunities annually, on the Section 3 Summary Report, Economic Opportunities for Low- and Very Low Income Persons; Form HUD 60002 (Attached). Each contractor/subcontractor is required to assist Manatee County in HUD reporting requirements by submitting a Contractor and Subcontractor Report (Attached) with the first certified payrolls for each project. During the duration of the project, subsequent reports may be required to document any additional Section 3 hiring.

All efforts undertaken by each contractor/subcontractor to meet Section 3 requirements must be documented, regardless of whether those efforts result in job training or creation. The bidder selected for this project will be required to submit a Section 3 Plan for each contractor/subcontractor, which includes but is not limited to all efforts that will be undertaken to address Section 3 requirements, such as names and payroll histories of existing employees that will be utilized for the project, hiring needs by job classification, and efforts to secure Section 3 business concerns/residents.

For assistance in obtaining Section 3 status, contractors can contact the Manatee County Neighborhood Services Department (Bill O'Shea) at (941) 748-4501, extension 6858 for information. Section 3 status is not a requirement for award of this Contract, but will be given preference in award evaluation.

A.37 E-VERIFICATION

Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

- a. all persons employed by the contractor during the term of the Agreement to perform employment duties within Florida; and
- b. all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Agreement with the State Agency.

A.38 DAVIS-BACON WAGE DETERMINATION ACT

Davis-Bacon Wage Determination Act for Prevailing Wages, General Decision Number FL 150165 / 02/27/2015 / FL 165, for Manatee County, Florida, Construction Type: Heavy. This Prevailing Wage Determination Act is made a part of this Invitation for Bid.

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

END OF SECTION A

SECTION B SCOPE OF WORK

B.01 SCOPE OF WORK

The Work included in this Bid consists of all labor, materials, equipment and incidentals required to construct a new concrete sidewalk and associated drainage facilities along the east side of 9th Avenue Drive East, between 31st Street East and 29th Street East in Palmetto, Florida.

A complete set of Bid documents shall be used in the preparation of this Bid Solicitation. The County assumes no responsibility for errors and misinterpretatins resulting from the use of incomplete sets of Bid documents.

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

The successful Bidder shall furnish all shop drawings, work drawings, labor, materials, equipment, tools services necessary to complete all Work required by these specifications.

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

B.02 COMPLETION OF WORK

The Work will be completed and ready for final inspection within the specified calendar days from the date the Contract Time commences to run. Two bids shall be considered, <u>Bid "A" based</u> on <u>150 calendar days</u> and <u>Bid "B" based</u> on <u>100 calendar days</u>. County has the sole authority to select the bid based on the completion time which is in the best interest of County. <u>Only one award shall be made</u>.

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 County shall be entitled to retain or recover from the successful bidder, as liquidated damages and not as a penalty, the sum of \$884.00 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 County will incur as a result of delayed completion of the Work. The County 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 County at the demand of the County, 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 County's discretion to handle unexpected conditions as required to satisfactorily complete the Work in accordance with the IFB documents. A Field Directive must be issued by an authorized County representative to authorize use of contract contingency funds.

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

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

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

END OF SECTION B

CONSTRUCTION PLANS FOR

9TH AVENUE DRIVE EAST SIDEWALK (31ST ST EAST TO 29TH ST EAST)

MANATEE COUNTY PROJECT NUMBER 9012191

PART OF SECTION 12, TOWNSHIP 34 SOUTH, RANGE 17 EAST MANATEE COUNTY, FLORIDA

A PROJECT BY

MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS

P.O. BOX 1000 BRADENTON, FLORIDA 34206-1000 PHONE: (941) 748-4501

Stantec

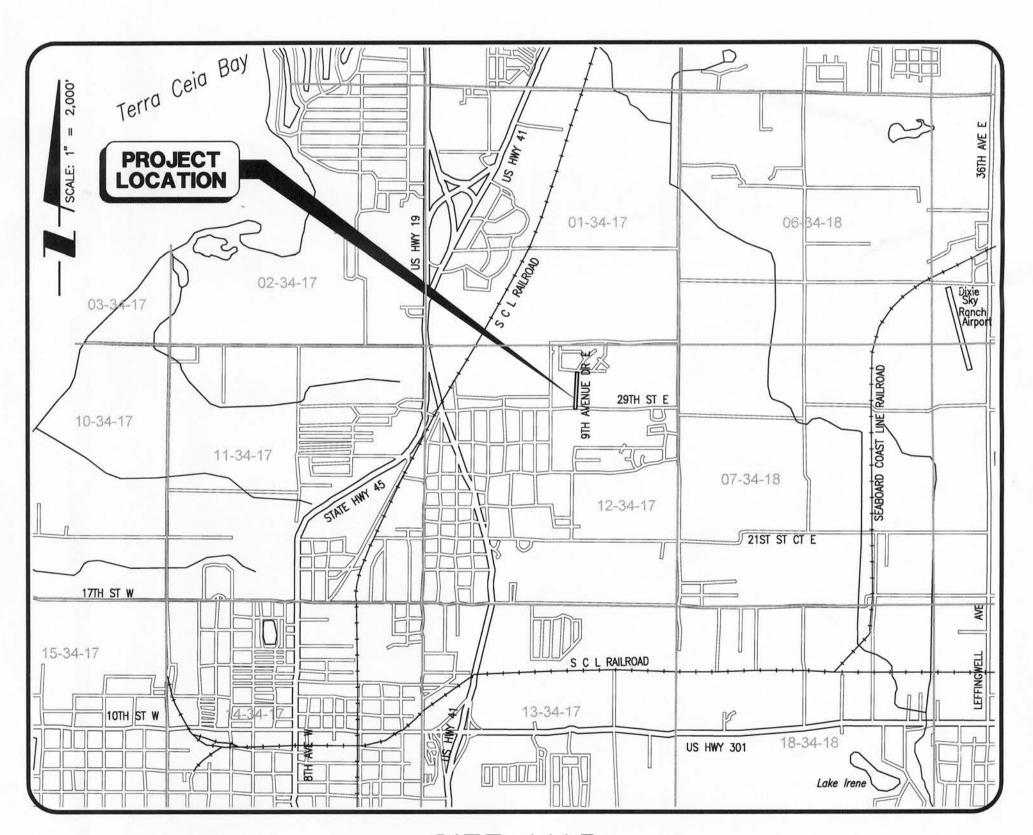
Phone 941-907-6900 • Fax 941-907-6910

Certificate of Authorization #27013 • www.stantec.com

6900 Professional Parkway East, Sarasota, FL 34240-8414

MANATEE COUNTY

LOCATION MAP



SITE MAP

INDEX TO SHEETS DESCRIPTION

1 COVER SHEET 2 AERIAL LOCATION MAP 3 SIDEWALK IMPROVEMENTS PLAN — SOUTH 4 SIDEWALK IMPROVEMENTS PLAN — NORTH 5 CONSTRUCTION DETAILS 6 CONSTRUCTION DETAILS 7 BEST MANAGEMENT PRACTICES PLAN & DETAILS
3 SIDEWALK IMPROVEMENTS PLAN — SOUTH 4 SIDEWALK IMPROVEMENTS PLAN — NORTH 5 CONSTRUCTION DETAILS 6 CONSTRUCTION DETAILS
4 SIDEWALK IMPROVEMENTS PLAN — NORTH 5 CONSTRUCTION DETAILS 6 CONSTRUCTION DETAILS
5 CONSTRUCTION DETAILS 6 CONSTRUCTION DETAILS
6 CONSTRUCTION DETAILS
The State of the S
7 BEST MANAGEMENT PRACTICES PLAN & DETAILS
12/1/14 ADD MANATEE COUNTY PROJ. NUMBER TO COVER SHEET; REVISE SHEETS 3 & 4 DJB/893
STATUS : REVISIONS 16 12-15-11

STATUS: REVISIONS 1246 12-15-14

PROJECT MANAGER
J. MICHAEL BELL, P.E.
FLORIDA LICENSE NO. 40874

PROJECT ENGINEER DANIEL J. BOND, P.E. FLORIDA LICENSE NO. 57969



PROJECT NUMBER 215612041 201

DATE **JULY 2014**

ENGINEERING TECHNICIAN

TONY OLIMPIYUK

INDEX NUMBER 215612041-01C-001CV

LEGEND

EXISTING SYMBOLS LEGEND

Ø = UTILITY POLE

⊗ = VALVE BOX

EXISTING TREES LEGEND

NOTE: size of trunk diameter is determined at 4.5' above ground surface and is shown

00.00BC = BACK OF CURB 00.00CL = CENTER LINE 00.00EP = EDGE OF PAVEMENT 00.0ES = EDGE OF SHELL/LIMEROCK 00.0FB = FENCE, BARB WIRE 00.0FC = FENCE, CHAIN LINK 00.0FL = FLOW LINE00.0GB = GRADE BREAK 00.00HW = HEADWALL

00.00PL = LANDSCAPE PLANTER
00.00RIM = RIM OF MANHOLE
00.00SW = EDGE OF CONCRETE/WALK
00.0TB = TOP OF BANK = GROUND ELEVATION

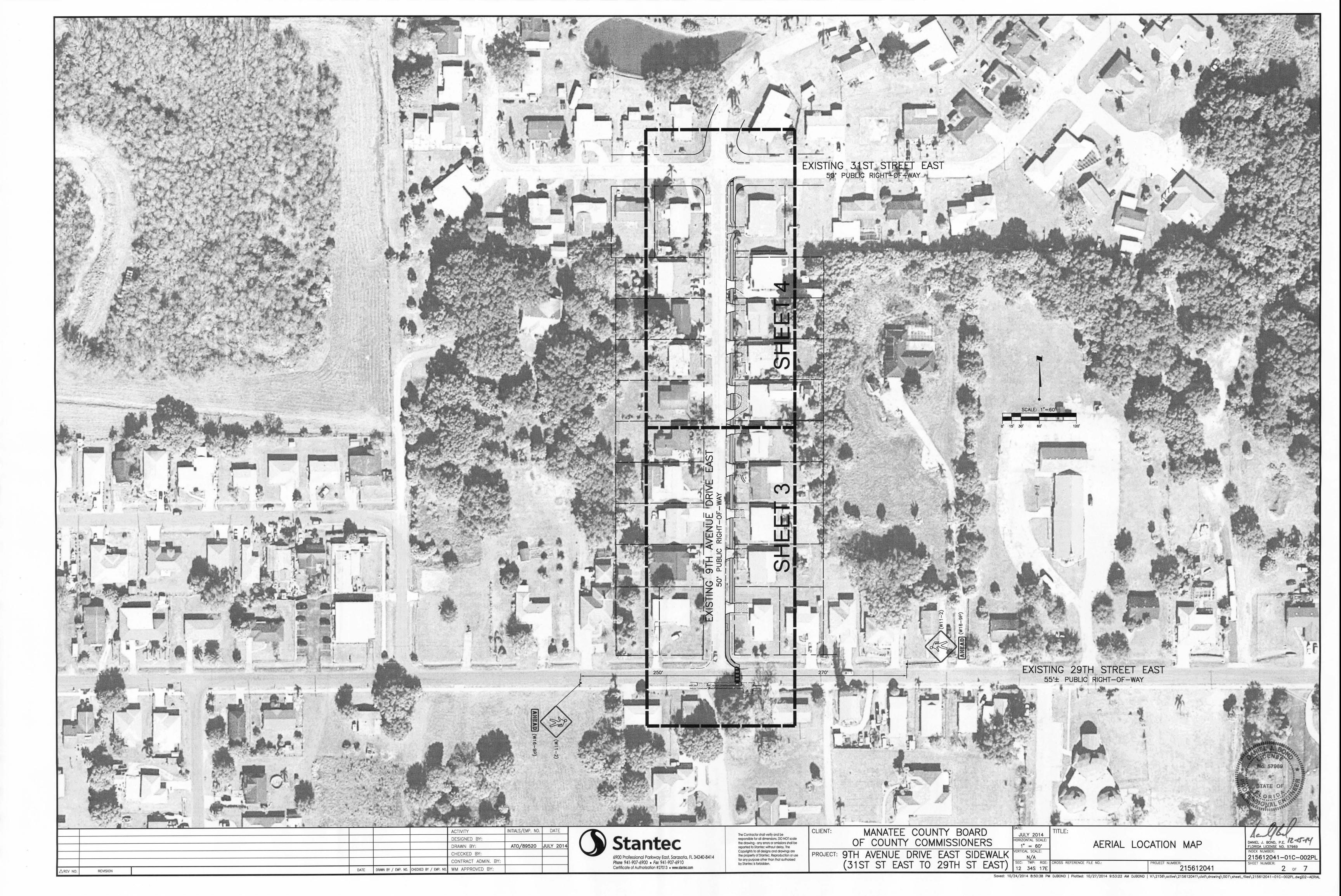
NOTE: 00.0(0) denotes an elevation in feet with the decimal point being the

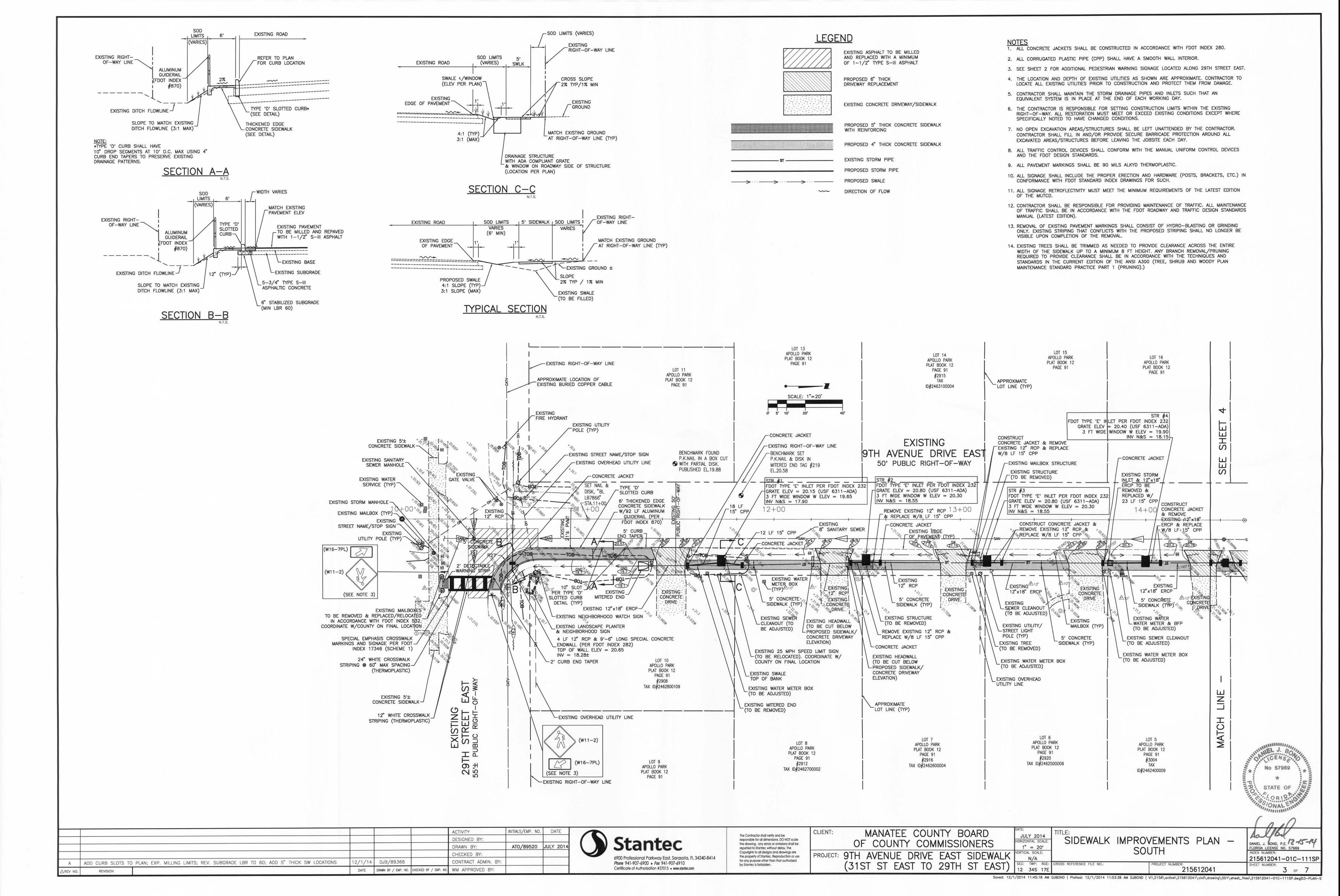
TOPOGRAPHIC SURVEY INFORMATION WAS COMPILED FROM FIELD INFORMATION OBTAINED BY STANTEC CONSULTING SERVICES INC.

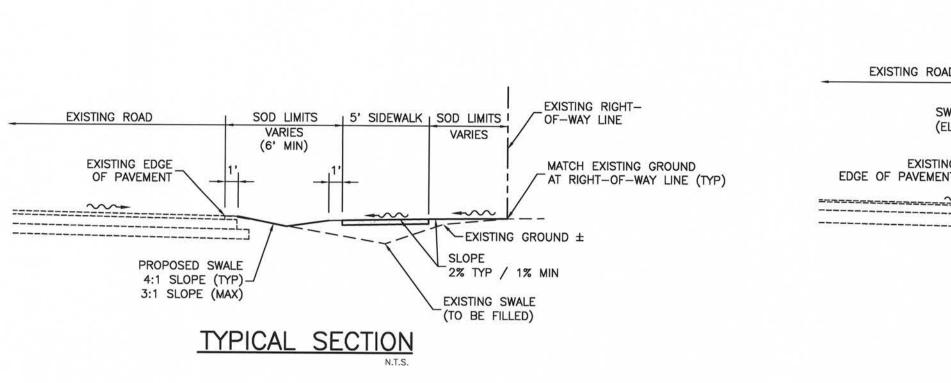
ALL EXISTING AND PROPOSED ELEVATIONS ON THE PLANS REFERENCE THE NGVD29 VERTICAL ELEVATION DATUM.

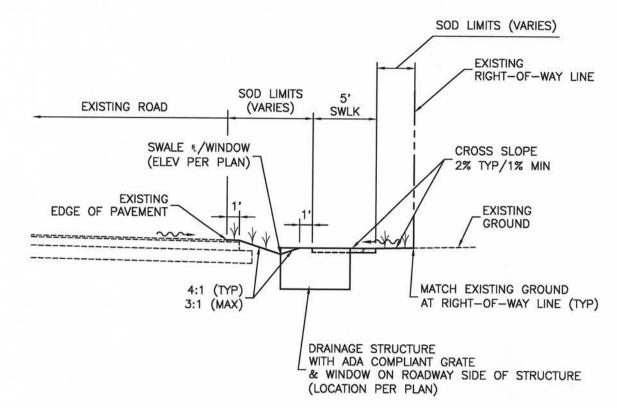
THE CONVERSION FACTOR BETWEEN THE NGVD29 AND NAVD88 VERTICAL ELEVATION DATUM IS AS FOLLOWS PER CORPSCON v6.0.1, U.S. ARMY CORPS OF ENGINEERS:

NGVD29 - 0.98 FT = NAVD88







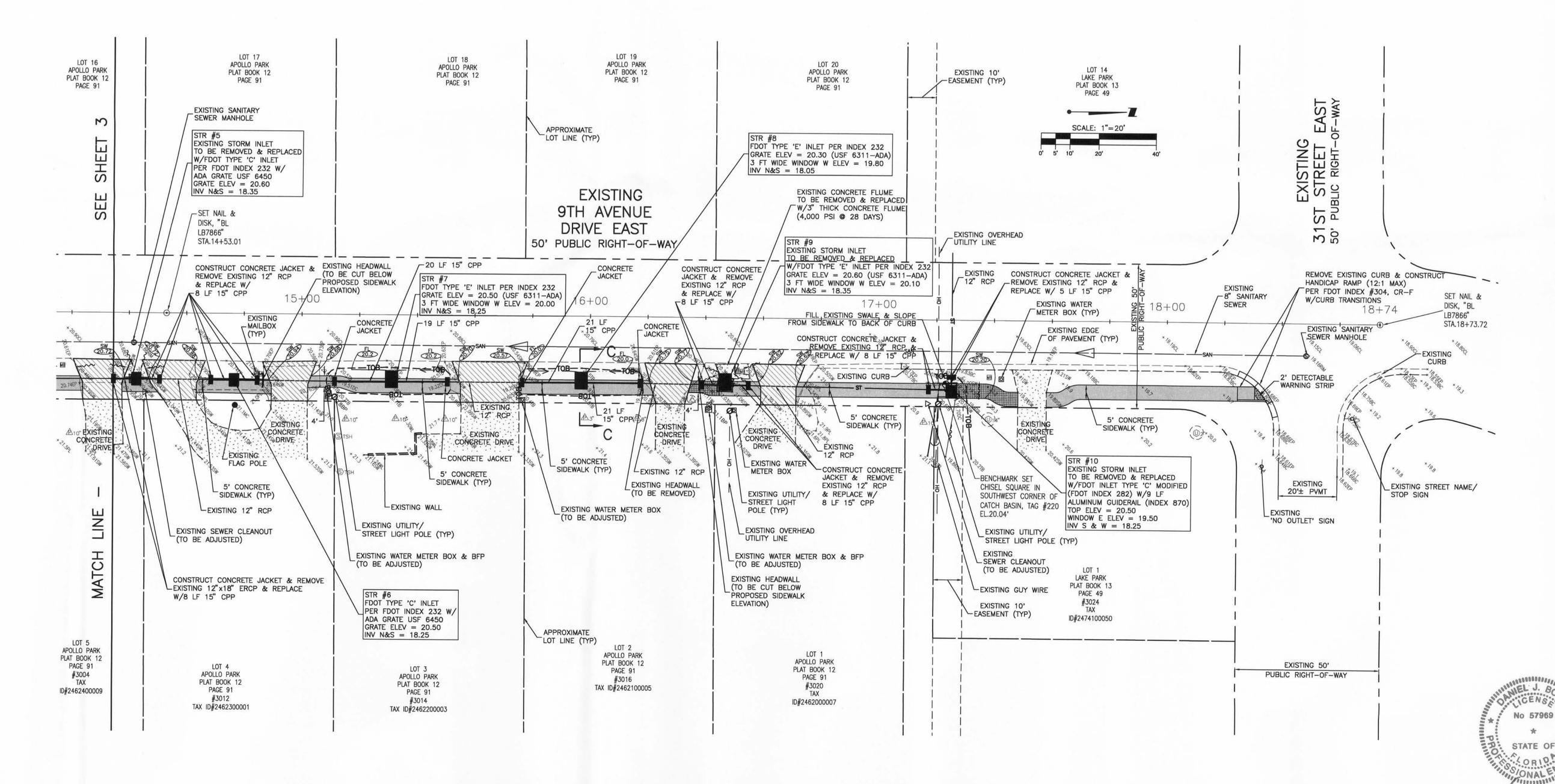


PROPOSED 6" THICK DRIVEWAY REPLACEMENT EXISTING CONCRETE DRIVEWAY/SIDEWALK PROPOSED 5" THICK CONCRETE SIDEWALK WITH REINFORCING PROPOSED 4" THICK CONCRETE SIDEWALK EXISTING STORM PIPE PROPOSED STORM PIPE PROPOSED SWALE DIRECTION OF FLOW

LEGEND

1. ALL CONCRETE JACKETS SHALL BE CONSTRUCTED IN ACCORDANCE WITH FDOT INDEX 280.

- 2. ALL CORRUGATED PLASTIC PIPE (CPP) SHALL HAVE A SMOOTH WALL INTERIOR.
- 3. SEE SHEET 2 FOR ADDITIONAL PEDESTRIAN WARNING SIGNAGE LOCATED ALONG 29TH STREET EAST.
- 4. THE LOCATION AND DEPTH OF EXISTING UTILITIES AS SHOWN ARE APPROXIMATE. CONTRACTOR TO LOCATE ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND PROTECT THEM FROM DAMAGE.
- 5. CONTRACTOR SHALL MAINTAIN THE STORM DRAINAGE PIPES AND INLETS SUCH THAT AN EQUIVALENT SYSTEM IS IN PLACE AT THE END OF EACH WORKING DAY.
- 6. THE CONTRACTOR IS RESPONSIBLE FOR SETTING CONSTRUCTION LIMITS WITHIN THE EXISTING RIGHT-OF-WAY. ALL RESTORATION MUST MEET OR EXCEED EXISTING CONDITIONS EXCEPT WHERE SPECIFICALLY NOTED TO HAVE CHANGED CONDITIONS.
- 7. NO OPEN EXCAVATION AREAS/STRUCTURES SHALL BE LEFT UNATTENDED BY THE CONTRACTOR. CONTRACTOR SHALL FILL IN AND/OR PROVIDE SECURE BARRICADE PROTECTION AROUND ALL EXCAVATED AREAS/STRUCTURES BEFORE LEAVING THE JOBSITE EACH DAY.
- 8. ALL TRAFFIC CONTROL DEVICES SHALL CONFORM WITH THE MANUAL UNIFORM CONTROL DEVICES AND THE FDOT DESIGN STANDARDS.
- 9. ALL PAVEMENT MARKINGS SHALL BE 90 MILS ALKYD THERMOPLASTIC.
- 10. ALL SIGNAGE SHALL INCLUDE THE PROPER ERECTION AND HARDWARE (POSTS, BRACKETS, ETC.) IN CONFORMANCE WITH FDOT STANDARD INDEX DRAWINGS FOR SUCH.
- 11. ALL SIGNAGE RETROFLECTIVITY MUST MEET THE MINIMUM REQUIREMENTS OF THE LATEST EDITION OF THE MUTCD.
- 12. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING MAINTENANCE OF TRAFFIC. ALL MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS MANUAL (LATEST EDITION).
- 13. REMOVAL OF EXISTING PAVEMENT MARKINGS SHALL CONSIST OF HYDRO-BLASTING OR GRINDING ONLY. EXISTING STRIPING THAT CONFLICTS WITH THE PROPOSED STRIPING SHALL NO LONGER BE VISIBLE UPON COMPLETION OF THE REMOVAL.
- 14. EXISTING TREES SHALL BE TRIMMED AS NEEDED TO PROVIDE CLEARANCE ACROSS THE ENTIRE WIDTH OF THE SIDEWALK UP TO A MINIMUM 8 FT HEIGHT. ANY BRANCH REMOVAL/PRUNING REQUIRED TO PROVIDE CLEARANCE SHALL BE IN ACCORDANCE WITH THE TECHNIQUES AND STANDARDS IN THE CURRENT EDITION OF THE ANSI A300 (TREE, SHRUB AND WOODY PLAN MAINTENANCE STANDARD PRACTICE PART 1 (PRUNING).)



INITIALS/EMP. NO. DATE DESIGNED BY: DRAWN BY: ATO/89520 JULY 20 CHECKED BY: A ADD 5" THICK SW LOCATIONS 12/1/14 DJB/89366 CONTRACT ADMIN. BY REVISION DATE DRAWN BY / EMP. NO. CHECKED BY / EMP. NO. WM APPROVED BY:



CLIENT: The Contractor shall verify and be responsible for all dimensions. DO NOT scale the drawing - any errors or omissions shall be reported to Stantec without delay. The Copyrights to all designs and drawings are the property of Stantec. Reproduction or use for any purpose other than that authorized

MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS PROJECT: 9TH AVENUE DRIVE EAST SIDEWALK RTICAL SCALE: N/A SEC: TWP: RGE (31ST ST EAST TO 29TH ST EAST)

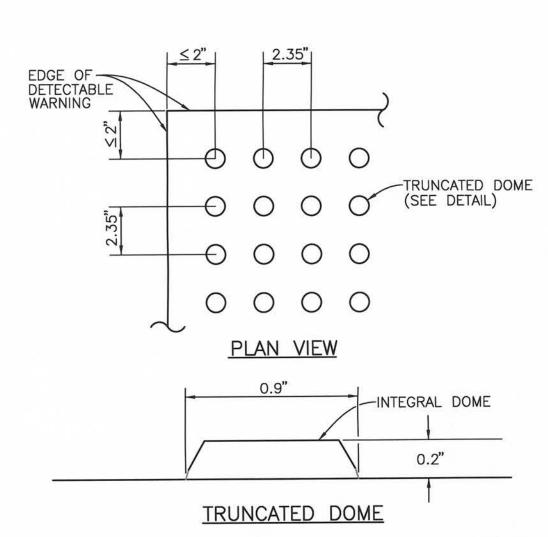
SIDEWALK IMPROVEMENTS PLAN -**NORTH**

DANIEL J. BOND, P.E. 12-15-14 FLORIDA LICENSE NO. 57969 215612041-01C-112SP

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TRAFFIC REGULATIONS AND MAINTENANCE OF TRAFFIC

- 1. ALL WORK IN STREETS AND HIGHWAYS SHALL BE SUBJECT TO THE REGULATIONS AND REQUIREMENTS OF THE APPROPRIATE AGENCIES. WORK THAT MAY AFFECT TRAFFIC ON ANY CITY OR COUNTY STREET, ROADWAY, BIKE PATH OR SIDEWALK WILL REQUIRE THE PREPARATION AND SUBMITTAL OF A SIGNED AND SEALED MAINTENANCE OF TRAFFIC (MOT) PLAN. THE MOT PLAN MUST BE SUBMITTED ONE (1) WEEK PRIOR TO THE START OF THE PROJECT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO BE IN FULL COMPLIANCE WITH THAT POLICY WHEN THE ROADWAY IS TO BE CLOSED OR TRAFFIC DETOURED. CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL DURING CONSTRUCTION IN ACCORDANCE WITH THE FEDERAL HIGHWAY ADMINISTRATION MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, MILLENNIUM EDITION AND THE FLORIDA DEPARTMENT OF TRANSPORTATION DESIGN STANDARDS, LATEST EDITION, TRAFFIC CONTROL THROUGH WORK ZONES, SERIES 600 INDICES.
- 2. EXCAVATED OR OTHER MATERIAL STORED ADJACENT TO OR PARTIALLY UPON A ROADWAY PAVEMENT SHALL BE ADEQUATELY MARKED FOR TRAFFIC AND PEDESTRIAN SAFETY AT ALL TIMES. NECESSARY ACCESS TO ADJACENT PROPERTY SHALL BE PROVIDED AT ALL TIMES.
- EXCAVATION SHALL BE CONDUCTED IN A MANNER TO CAUSE THE LEAST POSSIBLE INTERRUPTION TO TRAFFIC. WHERE TRAFFIC MUST CROSS EXCAVATIONS, THE CONTRACTOR SHALL PROVIDE SUITABLE BRIDGES AT STREET INTERSECTIONS AND DRIVEWAYS.
- 3. ALL TRAFFIC CONTROL SIGNS AND DEVICES, BARRICADES, FLASHERS AND SIMILAR DEVICES SHALL BE FURNISHED AND MAINTAINED IN WORKING CONDITION AT ALL TIMES BY THE CONTRACTOR.
- THE CONTRACTOR SHALL PROTECT THE WORK THROUGHOUT ITS LENGTH BY THE ERECTION OF SUITABLE BARRICADES AND HANDRAILS, WHERE REQUIRED. THE CONTRACTOR SHALL FURTHER INDICATE THIS WORK AT NIGHT BY THE MAINTENANCE OF SUITABLE LIGHTS OR FLARES. WHEREVER IT IS NECESSARY TO CROSS A PUBLIC WALK, THEY SHALL PROVIDE A SUITABLE SAFE WALKWAY WITH HAND RAILINGS.
- THE CONTRACTOR SHALL ALSO COMPLY WITH ALL LAWS OR ORDINANCES COVERING THE PROTECTION OF SUCH WORK AND THE SAFETY MEASURES TO BE EMPLOYED THEREIN. THE CONTRACTOR SHALL CARRY OUT THEIR WORK SO AS NOT TO DENY ACCESS TO PRIVATE PROPERTY. ALL UTILITY ACCESS MANHOLES, VALVES, FIRE HYDRANTS AND LETTER BOXES SHALL BE KEPT ACCESSIBLE AT ALL TIMES.
- 4. PAVEMENT MARKINGS DAMAGED DURING THE PROJECT SHALL BE REMOVED AND REPLACED PROMPTLY BY THE CONTRACTOR.



CURB RAMP DETECTABLE WARNING DETAIL

DETECTABLE WARNINGS ON WALKING SURFACES

THE DETECTABLE WARNING SHALL EXTEND THE FULL WIDTH AND DEPTH OF THE CURB RAMP.

DETECTABLE WARNINGS SHALL CONSIST OF RAISED TRUNCATED DOMES WITH A DIAMETER OF NOMINAL 0.9 INCH, A HEIGHT OF NOMINAL 0.2 INCH AND A CENTER-TO-CENTER SPACING OF NOMINAL 2.35 INCH AND SHALL CONTRAST VISUALLY WITH ADJOINING SURFACES, EITHER LIGHT-ON-DARK, OR DARK-ON-LIGHT.

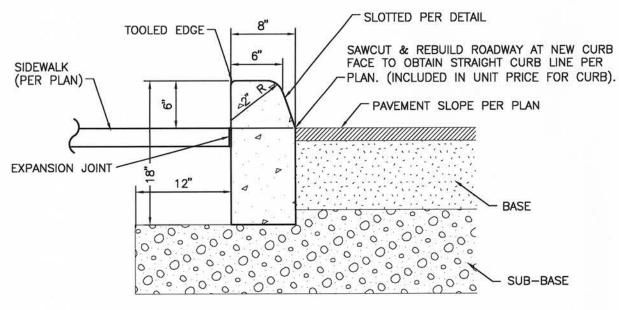
THE MATERIAL USED TO PROVIDE CONTRAST SHALL BE AN INTEGRAL PART OF THE WALKING SURFACE. DETECTABLE WARNINGS USED ON INTERIOR SURFACES SHALL DIFFER FROM ADJOINING WALKING SURFACES IN RESILIENCY OR SOUND-ON-CANE CONTACT.

THE MATERIAL USED TO PROVIDE CONTRAST SHOULD CONTRAST BY AT LEAST 70%. CONTRAST IN PERCENT IS DETERMINED BY: $CONTRAST = [(B1-B2)/B1] \times 100$

WHERE B1 = LIGHT REFLECTANCE VALUE (LRV) OF THE LIGHTER AREA AND B2 = LIGHT REFLECTANCE VALUE (LRV) OF THE DARKER AREA.

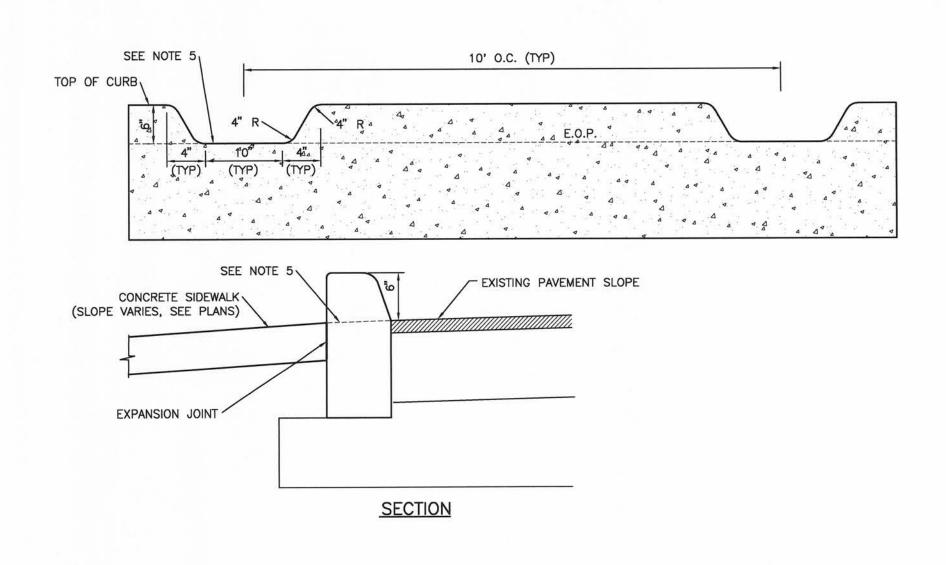
NOTE THAT IN ANY APPLICATION BOTH WHITE AND BLACK ARE NEVER ABSOLUTE; THUS, B1 NEVER EQUALS 100 AND B2 IS ALWAYS GREATER THAN 0.

CURB RAMP DETECTABLE WARNINGS

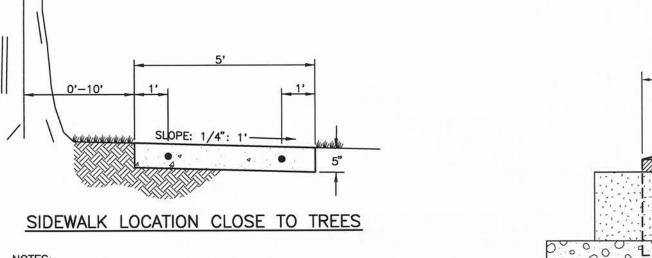


CURB NOTES:

- 1. CONCRETE SHALL HAVE A COMPRESSIVE STRENGTH OF 3,000 P.S.I. IN 28 DAYS UNLESS OTHERWISE NOTED.
- CURB SHALL MEET THE SPECIFICATIONS ESTABLISHED BY F.D.O.T. STANDARD SPECIFICATIONS PER F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS INDEX NO. 300, LATEST REVISION.
- 3. AN EXPANSION JOINT WILL BE PLACED AT THE END OF ALL RETURNS AT INTERVALS NOT TO EXCEED 50'. CONTRACTION JOINTS AT A MAXIMUM SPACING OF 10' SHALL BE SAW CUT AT DEPTH PER FDOT INDEX NO. 300
- 4. EXPANSION JOINTS SHALL BE CONSTRUCTED WITH 1/2" BITUMINOUS IMPREGNATED EXPANSION JOINT MATERIAL.
- 5. AT SLOTS IN CURB, THE TOP OF CURB SHALL MATCH EXISTING PAVEMENT CROSS-SLOPE (2% MAX).



TYPE "D" SLOTTED CURB

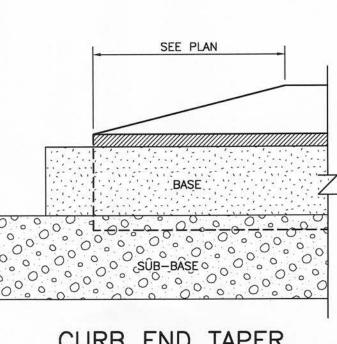


SIDEWALK REQUIREMENTS

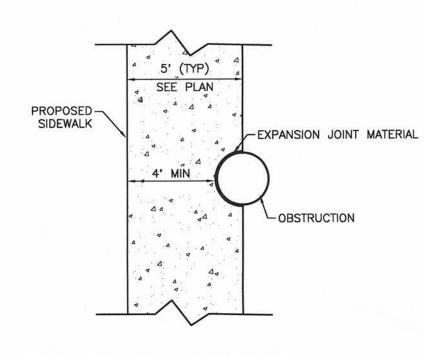
1. ALL SIDEWALKS WITHIN 10 FT OF AN EXISTING TREE

SHALL BE 5" THICK AND CONTAIN 2-#3 REBAR

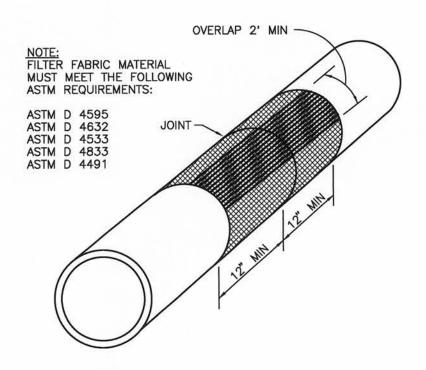
CENTERED VERTICALLY AND SPACED 3" ON CENTER.



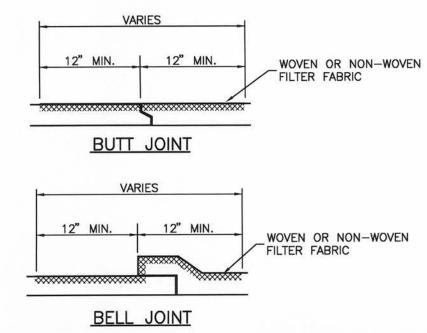
CURB END TAPER



OBSTRUCTION AVOIDANCE DETAIL





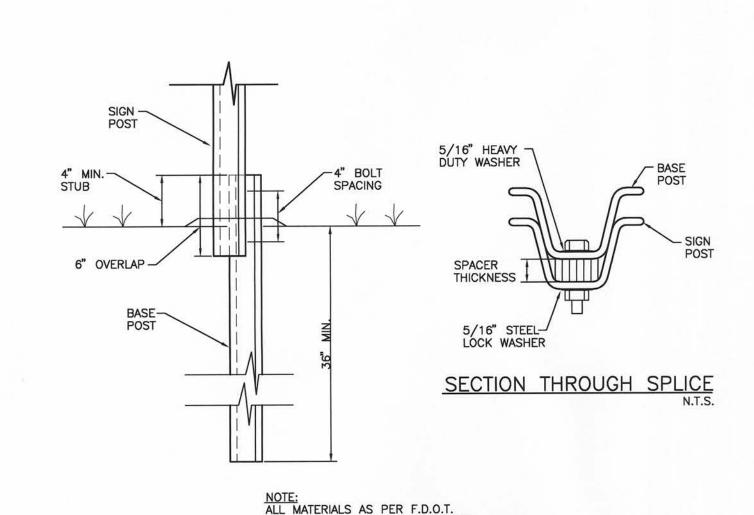


NOTES:

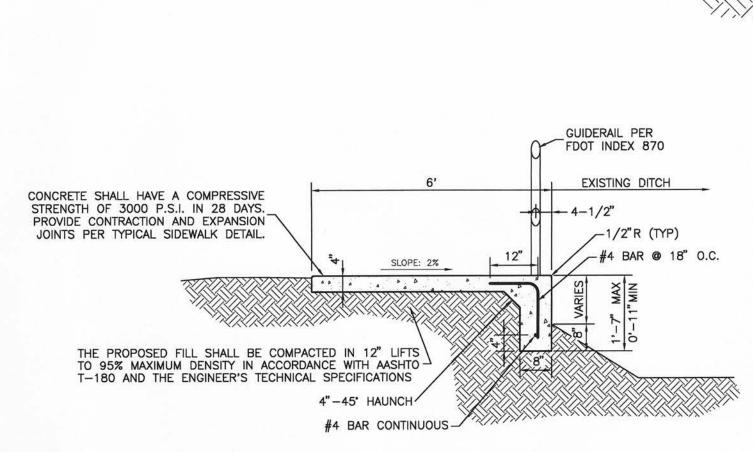
1. PRICE OF FILTER FABRIC JACKET TO BE INCLUDED IN PRICE OF PIPE.

CONTRACTOR SHALL UTILIZE SECURING DEVICES TO WRAP AROUND THE PIPE AND HOLD THE FILTER FABRIC JACKET IN PLACE.

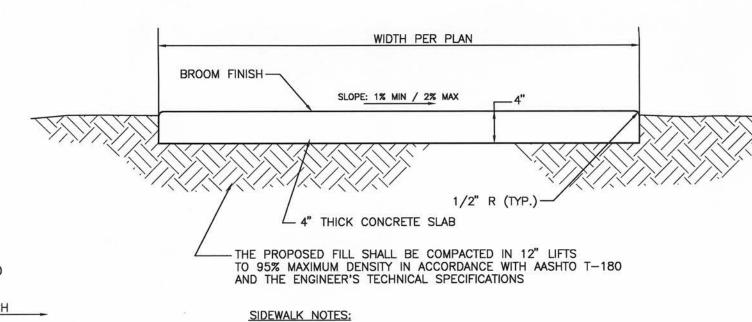
FILTER FABRIC JACKET



SPECIFICATIONS, INDEX NO. 11865, AND ALL APPLICABLE COUNTY REQUIREMENTS. SIGN POST BREAKAWAY DETAIL

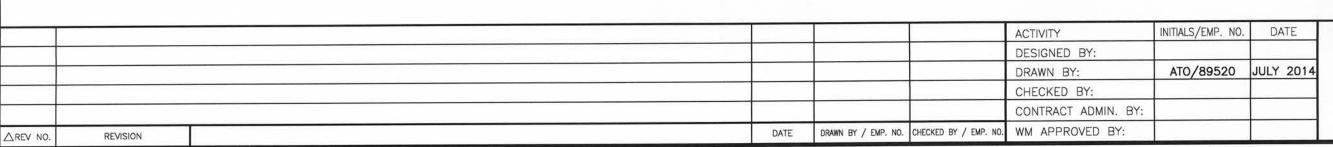


THICKENED EDGE SIDEWALK



- 1. CONCRETE SHALL HAVE A COMPRESSIVE STRENGTH OF 3000 P.S.I. IN 28 DAYS UNLESS OTHERWISE NOTED.
- 2. CONTRACTION JOINTS SHALL BE SAW CUT TO A 1 1/2" DEPTH AT INTERVALS EQUAL TO THE WIDTH OF THE
- AN EXPANSION JOINT WILL BE PLACED AT THE END OF ALL RETURNS, AT FIXED OBJECTS (DRIVEWAYS, CURBS ETC.) AND INTERVALS NOT TO EXCEED 50' EXPANSION JOINTS SHALL BE CONSTRUCTED WITH 1/2" PREFORMED JOINT FILLER.
- 4. ALL SIDEWALKS AND SIDEWALK CROSSINGS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA).

<u>TYPICAL SIDEWALK DETAIL</u>





The Contractor shall verify and be responsible for all dimensions. DO NOT scale the drawing - any errors or omissions shall be reported to Stantec without delay. The Copyrights to all designs and drawings are the property of Stantec. Reproduction or use for any purpose other than that authorized by Stantec is forbidden.

MANATEE COUNTY BOARD JULY 2014 OF COUNTY COMMISSIONERS HORIZONTAL SCALE AS SHOWN PROJECT: 9TH AVENUE DRIVE EAST SIDEWALK AS SHOWN (31ST ST EAST TO 29TH ST EAST)

CONSTRUCTION DETAILS

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215612041

DANIEL J. BOND, P.E. 12-15-14 FLORIDA LICENSE NO. 57969 215612041-01C-501 5 of 7

GENERAL SITE CONSTRUCTION NOTES:

- 1. THERE SHALL BE NO CHANGE OR DEVIATION FROM THESE PLANS WITHOUT PRIOR APPROVAL BY THE ENGINEER.
- 2. IN ALL AREAS TO BE RESTORED WITH SOD, THE EXISTING GROUND MATERIAL SHALL BE EXCAVATED AS NEEDED TO PROVIDE A 3" MINIMUM LAYER OF CLEAN TOP SOIL UNDERNEATH ALL NEWLY INSTALLED SOD. FOR RESTORATION AREAS, THE TOP OF THE NEW SOD SHALL MATCH EXISTING GROUND ELEVATIONS.
- 3. SODDING INCLUDES MAINTAINING SLOPES AND SOD UNTIL COMPLETION AND ACCEPTANCE OF TOTAL PROJECT OR GROWTH IS ESTABLISHED, WHICHEVER COMES LAST. UNTIL THEN, ALL EROSION, SILTATION, AND MAINTENANCE OF GRADES IS THE RESPONSIBILITY OF THE CONTRACTOR.
- 4. ALL EXISTING TREES ARE DESIGNATED BY THE OWNER TO BE SAVED AND PROTECTED BY THE CONTRACTOR UNLESS OTHERWISE NOTED ON THE PLANS TO BE REMOVED. IT IS ASSUMED THESE TREES ARE HEALTHY AND ARE EXPECTED TO REMAIN. THEREFORE, IF ANY TREE(S) ARE DAMAGED BY CONSTRUCTION OPERATIONS OR BY OTHER MEANS (EXCLUDING LIGHTNING, WINDSTORM AND OTHER ACTS OF GOD) PERISHES WITHIN THE CONSTRUCTION PERIOD, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REMOVE AND DISPOSE OF THOSE TREES AND REPLACE THE DAMAGED TREE WITH A NEW TREE OF SIMILAR SIZE AND SPECIES. NO ADDITIONAL COMPENSATION SHALL BE MADE BY THE OWNER FOR THE LABOR, MATERIAL, OR MACHINERY REQUIRED TO REMOVE AND REPLACE SAID TREE(S).
- WHERE EXCAVATIONS ARE IN CLOSE PROXIMITY OF TREES, THE CONTRACTOR SHALL USE EXTREME CARE IN NOT DAMAGING THE ROOT SYSTEM. NO EQUIPMENT, SUPPLIES, OR VEHICLES SHALL BE STORED OR PARKED WITHIN THE DRIP LINE OF TREES TO REMAIN AND BE PRESERVED. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INFORM ALL OF HIS EMPLOYEES AND SUBCONTRACTORS OF THIS REQUIREMENT AND TO ENFORCE SAME
- 6. ANY TREE ROOTS INADVERTENTLY DAMAGED IN THE DEMOLITION, REMOVAL, AND RE-GRADING PROCESS SHALL BE CLEANLY SEVERED USING SHARP PRUNING SAW OR LOPPERS TO PRESENT A CLEAN SMOOTH FACE. NO FRAYED OR SPLIT ROOTS SHALL BE LEFT WITHOUT CORRECTION
- 7. TREE ROOTS EXPOSED DURING CONSTRUCTION SHALL HAVE A SUITABLE BROAD SPECTRUM FUNGICIDE APPLIED SUCH AS "SUBDUE MAXX" (Mefenoxam) OR APPROVED EQUAL. THIS APPLICATION SHALL BE APPLIED AT LABELED RATES AND ACCORDING TO LABELED DIRECTIONS PRIOR TO THE INTRODUCTION OF ANY BACKFILL.
- 8. NOTIFY "SUNSHINE STATE ONE CALL (1-800-432-4770)", AND ANY OTHER UTILITIES (GAS COMPANIES, ETC.) PRIOR TO CONSTRUCTION OPERATION AND PRIOR TO ANY CONNECTION TO EXISTING UTILITIES. IT IS THE CONTRACTORS RESPONSIBILITY TO PROTECT EXISTING UTILITIES FROM DAMAGE.
- 9. ALL STORM DRAIN STRUCTURES SHALL BE CONSTRUCTED TO ALIGNMENT AND LOCATIONS SHOWN ON PLANS UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
- 10. CONTRACTOR SHALL SPRINKLE OR OTHERWISE APPLY WATER TO AFFECTED CONSTRUCTION AREAS TO CONTROL BOTH SIGNIFICANT WIND EROSION, AND FUGITIVE DUST.
- 11. THE CONTRACTOR SHALL ENSURE THAT ADJACENT PROPERTIES ARE NOT IMPACTED BY WIND EROSION OR EMISSIONS OF UNCONFINED PARTICULATE MATTER IN ACCORDANCE WITH RULE 62-296.320(4)(c) 1., FLORIDA ADMINISTRATIVE CODE, FROM THE CONSTRUCTION SITE BY TAKING ADEQUATE MEASURES TO STABILIZE AFFECTED AREAS.
- 12. CONTRACTOR SHALL ADJUST EXISTING CLEANOUTS, METER BOXES, BACKFLOWS, VALVE PADS, HAND HOLES, ETC. AS NEEDED TO CONSTRUCT THE PROPOSED IMPROVEMENTS. CONTRACTOR SHALL COORDINATE WITH THE APPLICABLE UTILITY AND MANATEE COUNTY THE REMOVAL/RELOCATION/ADJUSTMENT OF ANY EXISTING UTILITIES, LANDSCAPING, IRRIGATION, LIGHTING, SIGNS, ETC. THAT MAY CONFLICT WITH THE PROPOSED CONSTRUCTION. ALL UTILITY ADJUSTMENTS SHALL MEET MANATEE COUNTY PUBLIC WORKS UTILITY STANDARDS (LATEST EDITION).
- 13. SHOULD ANY EXISTING UTILITIES REQUIRE RELOCATION, THE CONTRACTOR SHALL SCHEDULE AND COORDINATE ANY TEMPORARY SHUT DOWNS OF SERVICE WITH THE COUNTY, ENGINEER, AND THE AFFECTED PROPERTY OWNER. ANY REQUIRED UTILITY ADJUSTMENTS/SHUT DOWNS SHALL BE PERFORMED IN ACCORDANCE WITH FDEP/MANATEE COUNTY
- 14. ALL EXISTING VEGETATION (OTHER THAN SOD) SHALL REMAIN UNLESS OTHERWISE NOTED ON THE PLANS. CONTRACTOR SHALL NOTIFY COUNTY AND ENGINEER SHOULD ANY EXISTING VEGETATION CONFLICT WITH THE PROPOSED IMPROVEMENTS.
- 15. ALL EXCESS DEBRIS AND MATERIALS ASSOCIATED WITH THE PROPOSED WORK SHALL BE REMOVED AND DISPOSED OF OFF-SITE BY THE CONTRACTOR. THE COST OF THE REMOVAL AND DISPOSAL OF ANY EXCESS DEBRIS AND MATERIALS SHALL BE INCLUDED IN ALL THE VARIOUS PAY ITEMS OR WORK ITEMS DESCRIBED IN THE BID FORM AND NO SEPARATE PAYMENT WILL BE MADE UNLESS A SEPARATE PAY ITEM IS ESTABLISHED IN THE CONTRACT DOCUMENTS.
- 16. THE CONTRACTOR SHALL PROVIDE RECORD DRAWINGS THAT MEET OR EXCEED THE REQUIREMENTS OF THE MANATEE COUNTY HIGHWAY, TRAFFIC & STORMWATER STANDARDS (LATEST EDITION).
- 17. PAVEMENT MARKINGS AND TRAFFIC CONTROL SIGNS AND DEVICES THAT ARE DAMAGED/REMOVED DURING CONSTRUCTION SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR. ANY TEMPORARY STRIPING MAY BE PAINTED UNTIL SUCH TIME THE PERMANENT STRIPING IS INSTALLED. ALL FINAL STRIPING SHALL BE THERMOPLASTIC AND SHALL MEET THE MINIMUM RETROREFLECTIVITY REQUIREMENTS OF THE LATEST EDITION OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. ANY SIGNS DAMAGED DURING CONSTRUCTION SHALL BE REPLACED WITH NEW SIGNS MEETING THE MINIMUM REQUIREMENTS OF THE LATEST EDITION OF THE MUTCD AND THE MANATEE COUNTY HIGHWAY, TRAFFIC & STORMWATER STANDARDS (LATEST EDITION).
- 18. ALL SIDEWALK CURB RAMPS NEEDING TO BE RESTORED SHALL BE CONSTRUCTED IN ACCORDANCE WITH FDOT INDEX #304, THE AMERICAN WITH DISABILITIES ACT (ADA), AND THE FLORIDA ACCESSIBILITY CODE AT CURBS, GUTTERS,
- 19. CONTRACTOR SHALL MAINTAIN THE STORM DRAINAGE PIPES AND INLETS SUCH THAT AN EQUIVALENT SYSTEM IS IN PLACE AT THE END OF EACH WORKING DAY SO AS TO MAINTAIN AT LEAST THE FLOW CAPACITY OF THE EXISTING SYSTEM.
- 20. ALL WELL POINT HOLES THAT WILL BE UNDER PARKING, DRIVING OR ROADWAY SURFACES SHALL BE BACKFILLED WITH CONCRETE IMMEDIATELY AFTER PULLING THE WELL POINTS. ALL OTHER WELL POINT HOLES SHALL BE BACKFILLED WITH FDOT No. 89 STONE IMMMEDIATELY AFTER PULLING THE WELL POINTS UNLESS SPECIFIED OR DIRECTED TO DO OTHERWISE. IN NO CASE SHALL THE DEWATERING SYSTEM BLOCK ACCESS TO EXISTING DRIVEWAYS OR BE LOCATED OUTSIDE THE LIMITS OF THE EXISTING RIGHT-OF-WAY. DEWATERING PUMPS SHALL BE SHIELDED TO MINIMIZE NOISE DISTURBANCE TO RESIDENTS AND BUSINESSES.
- 21. THE CONTRACTOR IS RESPONSIBLE FOR DAMAGES AND REPAIRS TO PRIVATE PROPERTY.
- 22. OPERATIONS SHALL MINIMIZE OBSTRUCTIONS TO VEHICULAR AND PEDESTRIAN TRAFFIC.
- 23. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR THE PROTECTION OF ALL STRUCTURES, AND UTILITIES PRIVATE OR PUBLIC, INCLUDING POLES, SIGNS, SERVICES TO BUILDING, UTILITIES IN THE STREET, GAS PIPES, WATER PIPES, HYDRANTS, SEWERS, STORM DRAINS AND ELECTRIC AND TELEPHONE CABLES, WHETHER OR NOT THEY ARE SHOWN ON THE DRAWINGS AND NOT DESIGNED FOR DEMOLITION REMOVAL AND DISPOSAL. THE CONTRACTOR SHALL CAREFULLY SUPPORT AND PROTECT ALL SUCH STRUCTURES AND UTILITIES FROM INJURY OF ANY KIND. THE CONTRACTOR AT THEIR EXPENSE SHALL REPAIR ANY DAMAGE RESULTING FROM THE CONTRACTOR'S OPERATIONS.
- 24. DURING THE COURSE OF THE WORK, THE CONTRACTOR SHALL KEEP THE SITE OF THEIR OPERATIONS AS CLEAN AND NEAT AS POSSIBLE. THEY SHALL DISPOSE OF ALL RESIDUE/DEBRIS RESULTING FROM THE WORK AND, AT THE CONCLUSION OF THE WORK THEY SHALL REMOVE AND HAUL AWAY ANY SURPLUS EXCAVATION, BROKEN PAVEMENT, LUMBER, EQUIPMENT, TEMPORARY STRUCTURES AND OTHER DEBRIS REMAINING FROM THE OPERATIONS AND SHALL LEAVE THE ENTIRE SITE OF THE WORK IN A NEAT AND ORDERLY CONDITION.
- 25. THE CONTRACTOR SHALL REMOVE ALL EXCESS MATERIAL AND SHALL CLEAN UP AND RESTORE THE SITE. ALL DAMAGE AS A RESULT OF THE WORK UNDER THIS CONTRACT, DONE TO EXISTING STRUCTURES THAT ARE NOT PART OF THIS CONTRACT, PAVEMENT, DRIVEWAYS, PAVED AREAS, CURBS AND GUTTERS, SIDEWALKS, SHRUBBERY, GRASS, IRRIGATION, TREES. UTILITY POLES. UTILITY PIPELINES, CONDUITS, DRAINS, CATCH BASINS, FLAGSTONES, ROCKS, GRAVELED OR STABILIZED AREAS OR DRIVEWAYS AND INCLUDING ALL OBSTRUCTIONS NOT SPECIFICALLY NAMED HEREIN, SHALL BE REPAIRED. PAYMENT FOR THE COST OF ALL RESTORATION WORK SHALL BE INCLUDED IN THE LUMP SUM RESTORATION BID ITEM. PAYMENT SHALL CONSTITUTE FULL COMPENSATION FOR FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, AND ALL OTHER INCIDENTALS NECESSARY TO COMPLETE THE RESTORATION WORK IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS INCLUSIVE OF ANY REQUIRED UTILITY ADJUSTMENTS/RELOCATIONS.
- 26. THE CONTRACTOR SHALL TAKE NO ADVANTAGE OF ANY APPARENT ERROR OR OMISSION, WHICH MAY BE DISCOVERED IN THE PERMITS, PLANS OR SPECIFICATIONS BUT SHALL FORTHWITH NOTIFY THE COUNTY REPRESENTATIVE OF SUCH DISCOVERY, WHO WILL THEN MAKE SUCH CORRECTION AND INTERPRETATIONS AS DEEMED NECESSARY FOR REFLECTING THE ACTUAL SPIRIT AND INTENT OF THE PERMITS AND SPECIFICATIONS.
- 27. THE REMOVAL OF ANY EXISTING STRUCTURES OR STORM SEWERS ETC., SHALL BE CONSIDERED INCIDENTAL WORKS AND NO ADDITIONAL COMPENSATION SHALL BE MADE FOR THESE ITEMS.
- 28. DURING THE PROJECT, ALL CLEARING AND STOCKPILING OF FILLS SHALL BE CONTAINED WITHIN MANATEE COUNTY RIGHT-OF-WAY OR COUNTY-OWNED LANDS. TEMPORARY STOCKPILING OF ANY FILL UPON PRIVATE PROPERTIES REQUIRES AUTHORIZATION FROM THE COUNTY WHICH HAS BEEN REVIEWED BY THE COUNTY AND APPROVED BY THE RESIDENT
- 29. CONTRACTOR SHALL COORDINATE WATER METER BOXES, VALVE BOXES, BACKFLOW PREVENTERS, CLEANOUTS, WATER SERVICE, SEWER SERVICE ADJUSTMENTS PRIOR TO CONSTRUCTION WITH MANATEE COUNTY. WATER METER BOXES SHALL BE RELOCATED TO BE OUTSIDE OF THE PROPOSED SIDEWALK, IF POSSIBLE. OTHERWISE WATER METER BOXES SHALL BE ADJUSTED TO THE PROPOSED SIDEWALK GRADE. ANY DAMAGED BOXES SHALL BE REPLACED WITH A NEW METER BOX IN ACCORDANCE WITH THE MANATEE COUNTY PUBLIC WORKS UTILITY STANDARDS.
- 30. CONTRACTOR SHALL COORDINATE ANY NECESSARY ADJUSTMENTS TO EXISTING CABLE, TELEPHONE AND/OR POWER FACILITIES. EXISTING BELOW GROUND UTILITY BOXES SHALL BE RELOCATED TO BE OUTSIDE OF THE PROPOSED SIDEWALK, IF POSSIBLE. OTHERWISE UTILITY BOXES SHALL BE ADJUSTED TO THE PROPOSED SIDEWALK GRADE. ABOVE GROUND FACILITIES SHALL BE RELOCATED TO BE OUTSIDE OF THE PROPOSED SIDEWALK. ANY NECESSARY RELOCATIONS SHALL BE COORDINATED BY THE CONTRACTOR WITH THE APPROPRIATE UTILITY.
- 31. CLEAR AND GRUBBING SHALL INCLUDE REMOVAL AND DISPOSAL OF ALL EXISTING ABOVE AND BELOW GROUND ITEMS NECESSARY TO CONSTRUCT THE PROPOSED SIDEWALK, INCLUDING BUT NOT LIMITED TO THE FOLLOWING ITEMS: PIPES, STRUCTURES, TREES, LANDSCAPING, FENCING, CONCRETE, ASPHALT, WALLS, IRRIGATION, SIGNAGE AND HARDSCAPE.
- 32. THE CONTRACTOR SHALL EXERCISE DUE CAUTION IN REGARD TO BURIED UTILITIES. THE CONTRACTOR SHALL REPAIR ANY DAMAGE TO UTILITIES RESULTING FROM THE CONTRACTOR'S OPERATIONS AT NO COST TO THE COUNTY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO SCHEDULE UTILITY LOCATES, 48 HOURS IN ADVANCE OF ANY EXCAVATION.
- 33. ALL EXCESS MATERIAL SUCH AS ROCK, EXCESS SOIL, STUMPS, TREES OR OTHER DEBRIS SHALL BE REMOVED FROM THE PUBLIC RIGHT-OF-WAY AND DISPOSED OF BY THE CONTRACTOR.
- 34. SODDING IS REQUIRED IN ALL RIGHT-OF-WAY AREAS WHEREVER EXISTING SOD HAS BEEN DAMAGED OR REMOVED DUE TO CONSTRUCTION.

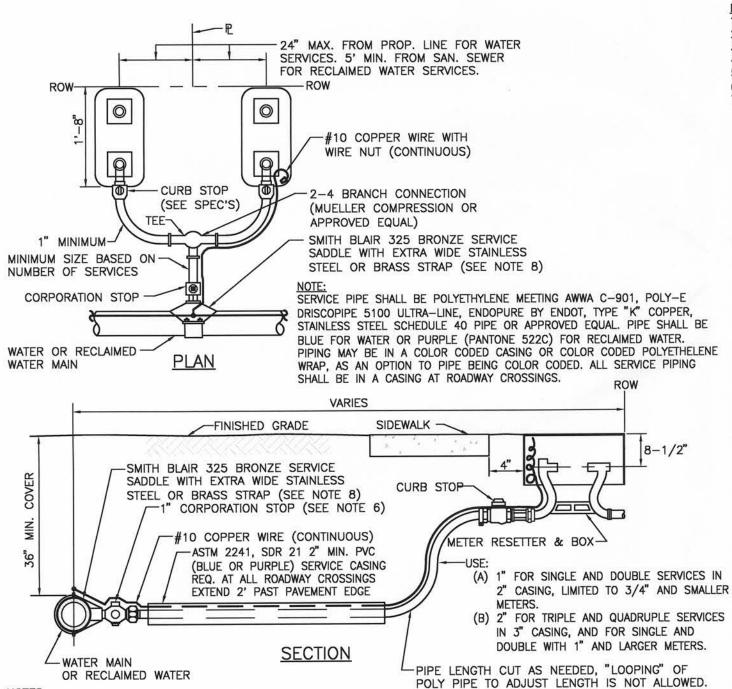
GENERAL DRAINAGE STRUCTURE NOTES:

- 1. UNLESS OTHERWISE NOTED, ALL DRAINAGE STRUCTURES SHALL BE DESIGNED TO MEET FDOT DESIGN STANDARDS/SPECIFICATIONS.
- 2. ALL STEEL FRAMES AND GRATES SHALL BE HOT-DIPPED GALVANIZED AFTER FABRICATION.
- 3. THE PRE-CASTER SHALL PROVIDE A LETTER WITH EACH SHOP DRAWING SUBMITTAL STATING THAT THE PRE-CAST STRUCTURES MEET OR EXCEED FDOT DESIGN STANDARDS/
- 4. FILTER FABRIC WRAP SHALL BE PLACED ON THE GROUTED PIPE TO STRUCTURE JOINT PER FDOT INDEX 201.
- 5. ALL DRAINAGE STRUCTURES SHALL HAVE CONCRETE POURED INVERTS PER FDOT INDEX

CURB RESTORATION NOTES:

DAYS UNLESS OTHERWISE NOTED.

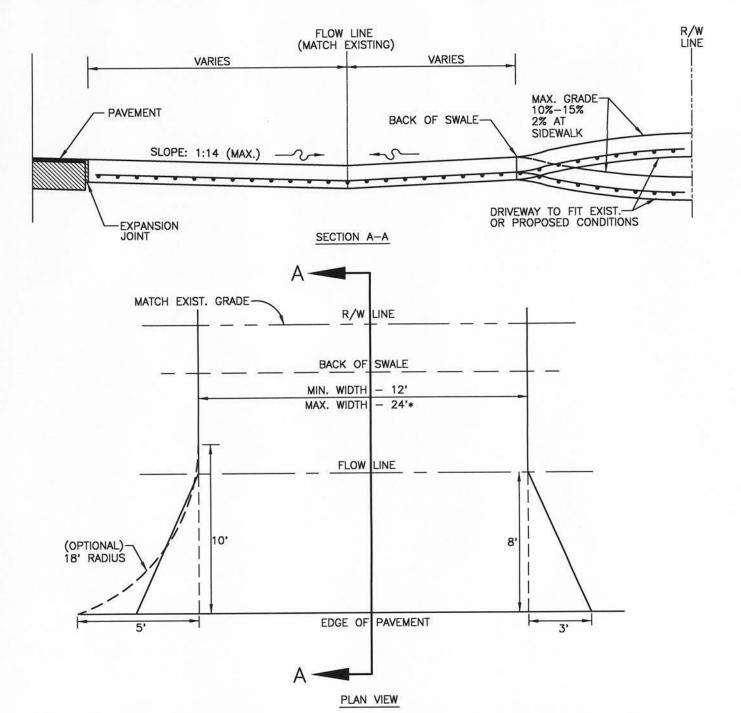
- 1. CONCRETE SHALL HAVE A COMPRESSIVE STRENGTH OF 3,000 P.S.I. IN 28
- 2. UNLESS OTHERWISE NOTED ON THE PLANS, ALL CURB AND GUTTER DAMAGED DURING CONSTRUCTION SHALL BE RESTORED TO THE SAME DIMENSIONS AS THAT REMOVED. PRIOR TO PLACING CONCRETE, THE SUBGRADE SHALL BE COMPACTED TO AT LEAST 98% OF THE MAXIMUM DENSITY DETERMINED BY THE "MODIFIED PROCTOR DENSITY" (ASTM D-1557
- 3. AN EXPANSION JOINT WILL BE PLACED AT THE END OF ALL RETURNS AT INTERVALS NOT TO EXCEED 50' AND ADJACENT TO ANY CONCRETE PAVEMENT. CONTRACTION JOINTS AT A MAXIMUM SPACING OF 10' SHALL BE SAW CUT AT DEPTH PER FDOT INDEX NO. 300.
- 4. EXPANSION JOINTS SHALL BE CONSTRUCTED WITH 1/2" BITUMINOUS IMPREGNATED EXPANSION JOINT MATERIAL.



- 1. ALL SERVICE TAPS TO BE LOCATED IN THE FIELD. TAPS SHALL BE NO CLOSER THAN 2'-O" STAGGERED INTERVALS OR WITHIN 2'-0" FROM BELL OR SPIGOT ENDS.
- 2. METER BOXES & RESETTERS ARE TO BE INSTALLED BY THE INFRASTRUCTURE CONTRACTOR AND SHALL NOT BE SET IN DRAINAGE SWALES, SIDEWALKS OR DRIVEWAYS.
- 3. "WM" OR "RWM" TO BE IMPRESSED INTO THE NEWLY POURED CONCRETE CURB ALONG WITH DISTANCE IN FEET TO THE METER. IF NO CURB, INSTALL A BLUE DISC WITH "WM" OR A PURPLE DISC WITH "RWM" AND A 1/8"x 1" GALVANIZED STEEL SCREW IN THE EDGE OF PAVEMENT WITH THE DISTANCE (IN FEET) FROM
- 4. #10 COPPER WIRE SHALL BE INSTALLED WITH WATER AND RECLAIMED MAIN AND ALL SERVICES. SERVICE WIRE SHALL BE CONNECTED TO THE TRACER WIRE ALONG THE MAIN.
- 5. WATER AND RECLAIMED WATER SERVICE LINES TO BE 5' MINIMUM FROM SEWER SERVICE PIPES.
- 6. FOR 2" SERVICES REPLACE CORPORATION STOP WITH 2" RESILIENT WEDGE FIP GATE VALVE W/BOX, LID &
- 7. WHEN THE DISTANCE BETWEEN THE EDGE OF THE SIDEWALK AND THE ROW IS ONE FOOT (CUL-DE-SAC W/MEDIAN) A 10-FOOT-WIDE PUBLIC UTILITY EASEMENT SHALL BE LOCATED IN THE FRONT OF THE LOTS,
- 8. FOR HDPE MAINS, USE ROMAC 306H SS OR CENTRAL PLASTICS ELECTRO FUSION CORP SADDLE.

TYPICAL SERVICE CONNECTION UW-19 (5/10/11)

ANY REQUIRED WATER SERVICE ADJUSTMENTS SHALL BE CONSTRUCTED USING BRASS PAC-JOINT COUPLINGS AND POLYETHYLENE PIPE EQUIVALENT TO EXISTING SIZE SERVICE PIPE.



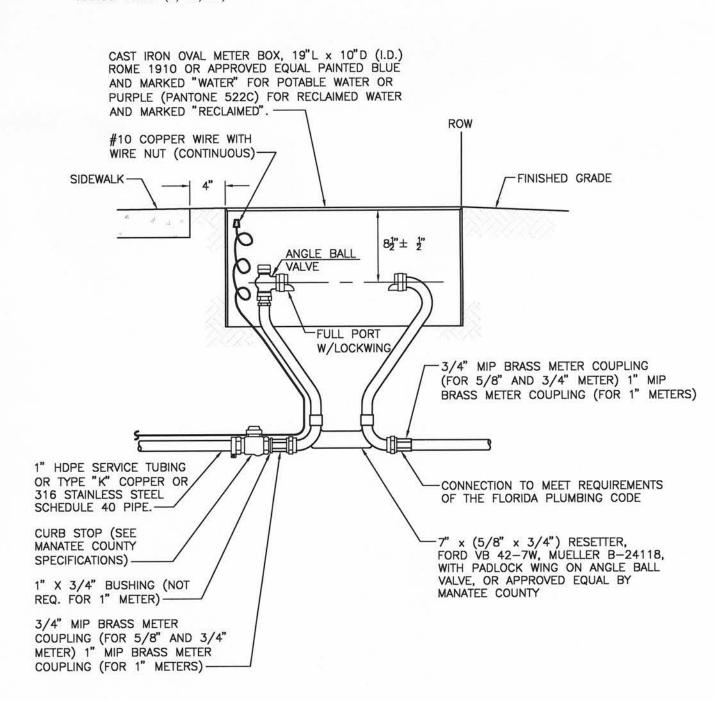
- (A) CONSTRUCT WITH 6" REINFORCED CONCRETE (3,000 psi @ 28 DAYS) WITH 6"x6" #10 MESH FROM EDGE OF PAVEMENT TO THE RIGHT-OF-WAY LINE.
- (B) DRIVEWAYS ADJACENT TO A PAVED ROADWAY MUST HAVE THE APRON CONSTRUCTED IN
- COMPLIANCE WITH THE NOTE (A) ABOVE. (C) EXISTING DRAINAGE FLOWLINE TO BE MAINTAINED.
- (D) 3'x8' FLARED APRON IS MINIMAL, OR 18' RADIUS.

. CONTRACTION JOINTS AT A MAXIMUM SPACING OF 10' SHALL BE SAW CUT AT DEPTH PER FDOT INDEX NO. 300. THE SURFACE OF THE SUBGRADE SHOULD BE SMOOTH, AND ANY DISTURBANCES OR WHEEL RUTTING CORRECTED PRIOR TO PLACEMENT OF CONCRETE. THE SUBGRADE SOILS SHOULD BE MOISTENED PRIOR TO PLACEMENT OF CONCRETE.

CONCRETE PAVEMENT THICKNESS SHOULD BE UNIFORM THROUGHOUT. 5. AN EXPANSION JOINT SHALL BE PLACED ADJACENT TO ANY CURBS, SIDEWALKS, OR EXISTING CONCRETE DRIVEWAY.

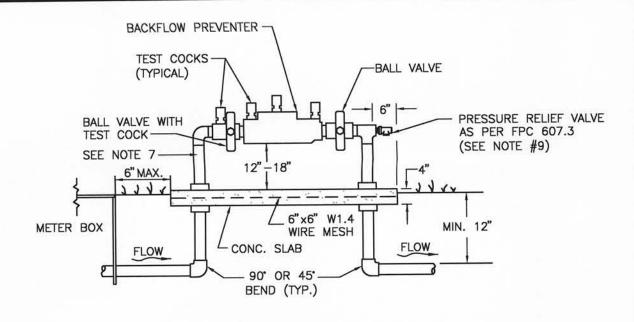
EXPANSION JOINTS SHALL BE CONSTRUCTED WITH 1/2" BITUMINOUS IMPREGNATED EXPANSION JOINT MATERIAL. DRIVEWAY RESTORATION SHALL CONSIST OF A SAW CUT EDGE TO THE LIMITS SHOWN ON THE PLANS. RESIDENTS MUST BE NOTIFIED BY THE CONTRACTOR AT LEAST 72 HOURS IN ADVANCE OF ANY CONSTRUCTION ACTIVITY THAT MAY AFFECT THEIR DRIVEWAY. IMMEDIATELY AFTER PIPE HAS BEEN INSTALLED, THE DRIVEWAY MUST BE OPERATIONAL/PASSABLE UTILIZING STONE (OR EQUIVALENT), SO THAT INGRESS/EGRESS IS MAINTAINED TO THE HOMEOWNER. THE TEMPORARY STONE DRIVEWAY SHALL BE MAINTAINED AS REQUIRED OR AS DIRECTED BY COUNTY. THE CONTRACTOR HAS SEVEN (7) CALENDAR DAYS FROM THE TIME OF INITIAL DRIVEWAY DISTURBANCE TO THE TIME OF FINAL CONCRETE DRIVEWAY INSTALLATION.

RURAL RESIDENTIAL (SWALE DRIVE MANCO 101.0 (6/12/07)



- 1. FORD 40 SERIES RESETTERS VB43 AND VB44 OR EQUAL FOR 3/4" OR 1" METERS ALSO ALLOWED.
- 2. METER BOX AND RESETTER ARE TO BE INSTALLED BY THE INFRASTRUCTURE CONTRACTOR AND SHALL NOT BE SET IN DRAINAGE SWALES, SIDEWALKS OR DRIVEWAYS.
- 3. FOR COMPLETE SERVICE CONNECTION ASSEMBLY, SEE DETAIL TYPICAL SERVICE CONNECTION.
- 4. WHEN THE DISTANCE BETWEEN THE EDGE OF THE SIDEWALK AND THE R/W IS ONE FOOT (CUL-DE-SAC W/ MEDIAN) A 10-FOOT-WIDE PUBLIC UTILITY EASEMENT SHALL BE LOCATED IN THE FRONT OF THE LOTS. ADJACENT TO THE ROW.
- 5. 3' MINIMUM CLEARANCE FROM LANDSCAPING PLANTS TO EDGE OF METER, CLEAR ACCESS OPENING TO

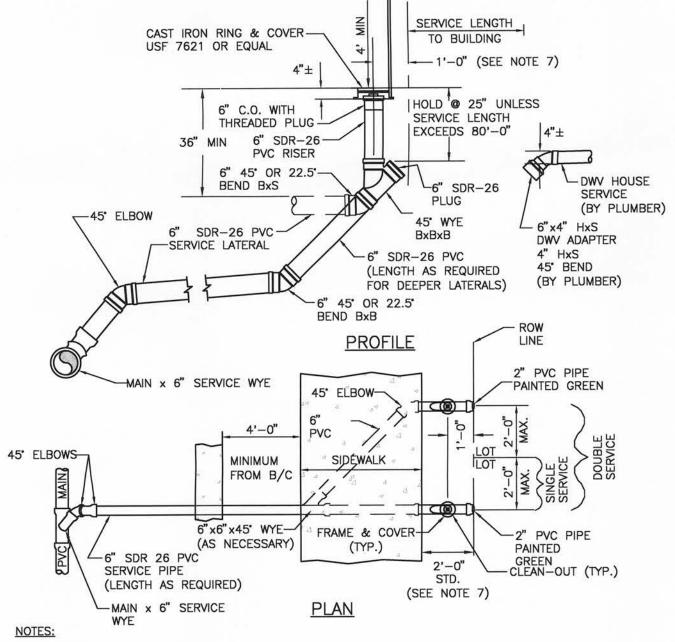
METER BOX ASSEMBLY FOR 5/8" X 3/4", 3/4" & 1" METERS UW-17 (5/10/11)



SLEEVE (TYPICAL) - CONC. SLAB SEE NOTE #3-

- 1. BACKFLOW DEVICE MUST BE INSTALLED IMMEDIATELY DOWNSTREAM OF METER, AS SHOWN ABOVE
- 2. COPPER PIPE TYPE "K" OR BRASS PIPE MINIMUM SCHEDULE 40 SHALL BE USED TO A MINIMUM DEPTH OF 12" BELOW GRADE.
- 3. PIPES PASSING THROUGH OR ENCASED IN CONCRETE MUST BE
- PROPERLY PROTECTED AND SLEEVED. 4. THE SYSTEM MUST MEET ALL REQUIREMENTS OF THE FLORIDA
- PLUMBING CODE (LATEST EDITION) AND THE MANATEE COUNTY BACKFLOW PREVENTION ORDINANCE (LATEST EDITION).
- 5. ALL EXPOSED EDGES OF CONCRETE SHALL BE CHAMFERED 1/2".
- 6. BACKFLOW PREVENTER SHALL BE TESTED AT THE TIME OF
- INSTALLATION.
- 7. PRESSURE REDUCING VALVE REQUIRED UPSTREAM OF BACKFLOW IF SYSTEM PRESSURE EXCEEDS 80 PSI.
- 8. 3' MINIMUM CLEARANCE FROM LANDSCAPING PLANTS TO EDGE OF
- CONCRETE SLAB AND CLEAR OPENING FOR ACCESS FROM STREET. 9. IN ADDITION TO THE PRV, THE BUILDING DEPT. MAY REQUIRE AN
- APPROVED DEVICE FOR THERMAL EXPANSION CONTROL. 10. REFER TO DETAIL <u>WATER METER & BACKFLOW PREVENTER FOR LIFT STATIONS</u> FOR WATER SERVICE AT SEWAGE PUMPING STATION.

3/4" & 1" BACKFLOW PREVENTER UW-12 (5/10/11)



- I. RUBBER DONUTS ARE NOT TO BE USED.
- 2. "SCO" TO BE IMPRESSED INTO THE NEWLY-POURED CONCRETE CURB, ALONG WITH DISTANCE IN FEET TO THE CLEAN-OUT. IF NO CURB INSTALL A GREEN DISC WITH "SCO" AND 18" X 1" GALVANIZED STEEL SCREW IN THE EDGE OF PAVEMENT WITH THE FOOTAGE FROM THE DISC TO THE CLEAN—OUT
- 3. SANITARY SEWER CLEAN-OUTS SHALL NOT BE LOCATED IN DRAINAGE SWALES, EASEMENTS, SIDEWALKS OR DRIVEWAYS
- 4. NO SERVICE CONNECTIONS TO BE MADE TO THE CLEAN-OUT RISER. ALL DOMESTIC CONNECTIONS SHALL BE MADE TO THE STUB-OUT PROVIDED.
- SEWER SERVICE SHALL BE 5' MIN. FROM WATER SERVICE OR FIRE HYDRANT CLEAN-OUT ADAPTER TO BE SOLVENT-WELDED TO RISER TOP. CLEAN-OUT THREADS SHALL BE
- WRAPPED WITH TEFLON PLUMBERS TAPE TO SEAL PLUG WATERTIGHT. WHEN THE DISTANCE BETWEEN THE EDGE OF THE SIDEWALK & THE ROW LINE IS ONE FOOT (CUL-DE-SAC W/MEDIAN) THE DISTANCE BETWEEN THE CENTER OF THE CO RISER & THE ROW LINE SHALL BE 6".

SINGLE AND DOUBLE SERVICE CONNECTION US-13 (5/10/11)

NOTES:

1. IF THE LIMIT OF THE SANITARY SEWER SERVICE ADJUSTMENT EXTENDS TO THE RIGHT-OF-WAY

LINE, THEN A NEW SEWER CLEANOUT SHALL BE INSTALLED AT THE RIGHT-OF-WAY LINE PER MANATEE COUNTY STANDARDS. FERNCO ADAPTERS MAY BE UTILIZED TO CONNECT THE NEW SANITARY SEWER SERVICE PIPING TO

EXISTING SANITARY SEWER SERVICE PIPING IF PIPING IS DISSIMILAR MATERIALS/SIZES. FERNCO ADAPTER SHALL BE SERIES 5000 WITH STAINLESS STEEL SHEER RING, NUTS, AND BOLT CLAMPS. OF CENS

No 57969 DANIEL J. BOND, P.E. FLORIDA LICENSE NO. 57969 CONSTRUCTION DETAILS 215612041-01C-501[

215612041

INITIALS/EMP. NO. ESIGNED BY ATO/89520 RAWN BY ONTRACT ADMIN. I DATE DRAWN BY / EMP. NO. CHECKED BY / EMP. NO. WM APPROVED BY: AREV NO.

6900 Professional Parkway East, Sarasota, FL 34240-8414 Phone 941-907-6900 • Fax 941-907-6910

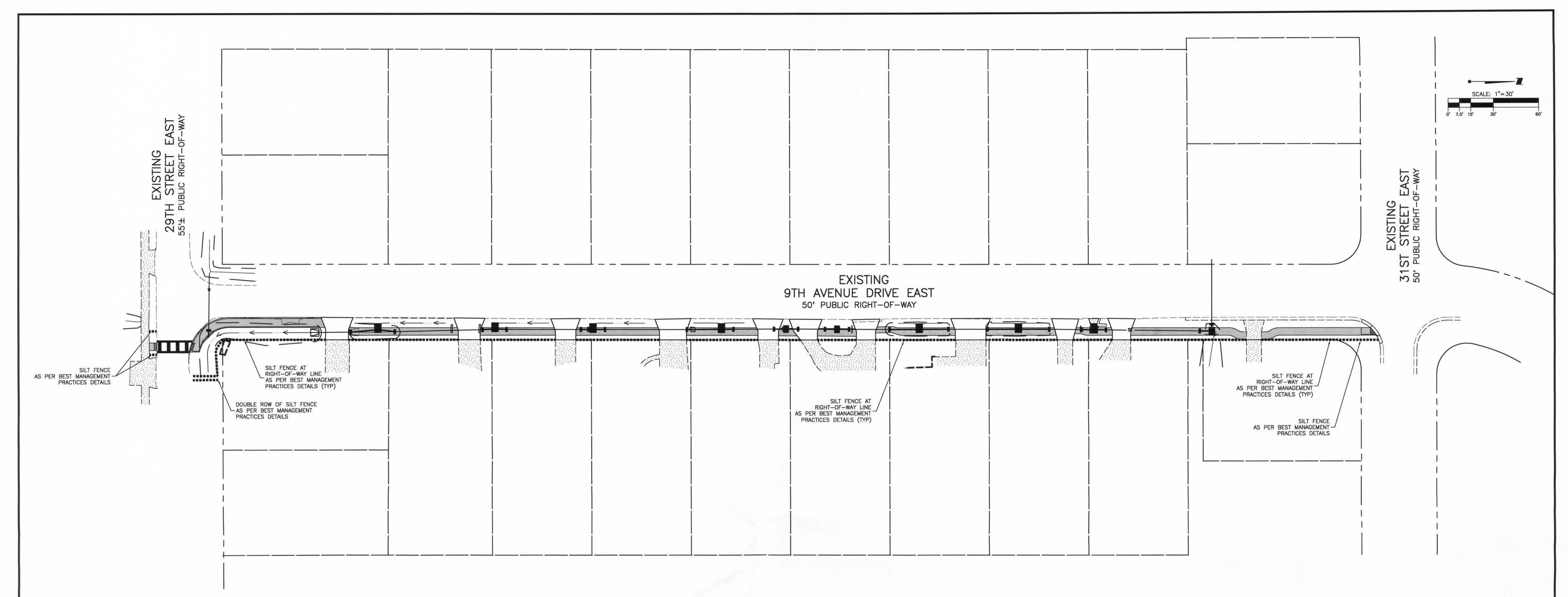
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MANATEE COUNTY BOARD

OF COUNTY COMMISSIONERS AS SHOWN ERTICAL SCALE: PROJECT: 9TH AVENUE DRIVE EAST SIDEWALK AS SHOWN (31ST ST EAST TO 29TH ST EAST)

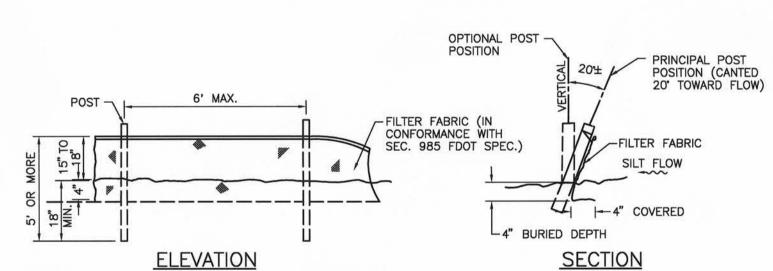
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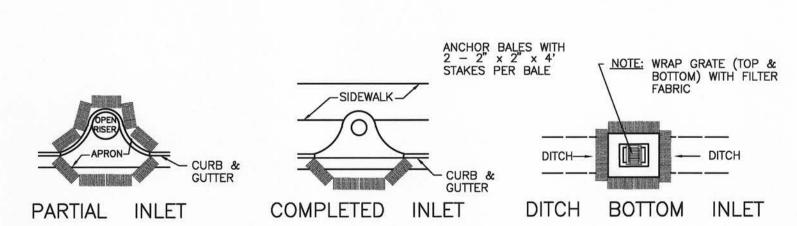


- 1. A COPY OF THIS BEST MANAGEMENT PRACTICES PLAN AND THE STORMWATER POLLUTION PREVENTION PLAN, SHALL BE KEPT AT THE PROJECT SITE AT ALL TIMES.
- 2. THE CONTRACTOR SHALL ABIDE BY ALL APPLICABLE REQUIREMENTS AND CONDITIONS OF THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (SWFWMD) PERMIT(S) AND HAVE A COPY OF THE PERMIT(S) ON SITE. IF IT IS NECESSARY FOR GROUNDWATER DEWATERING TO DISCHARGE OFFSITE, THEN THE CONTRACTOR SHALL OBTAIN ALL APPLICABLE PERMITTING FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP). THE CONTRACTOR SHALL BEAR ALL RESPONSIBILITY AND COSTS FOR OBTAINING AND/OR MODIFYING ALL APPLICABLE PERMITTING FOR THE DISCHARGE OF GROUNDWATER DEWATERING AND FOR COMPLYING WITH ALL SWFWMD AND FDEP PERMITTING CONDITIONS.
- 3. THE CONTRACTOR SHALL IMPLEMENT OTHER BEST MANAGEMENT PRACTICES AS DIRECTED BY THE ENGINEER OF RECORD OR OTHER REGULATORY AGENCIES.
- 4. THE CONTRACTOR SHALL STAGE CONSTRUCTION IN PHASES WHENEVER POSSIBLE TO MINIMIZE SOIL LOSS AND CONTROL EROSION.
- 5. THE CONTRACTOR SHALL PROVIDE A STABILIZED CONSTRUCTION ENTRANCE TO HELP REDUCE VEHICLE TRACKING OF SEDIMENTS. THE PAVED STREET ADJACENT TO THE SITE ENTRANCE WILL BE SWEPT AS REQUIRED TO REMOVE ANY EXCESS MUD, DIRT OR ROCK TRACKED FROM THE SITE. DUMP TRUCKS HAULING MATERIAL FROM THE CONSTRUCTION SITE SHALL BE COVERED WITH A TARPAULIN.
- 6. THE CONTRACTOR SHALL DIRECT ONSITE RUNOFF TO THE STORMWATER MANAGEMENT SYSTEM DURING CONSTRUCTION.
- 7. CONTRACTOR SHALL SPRINKLE OR OTHERWISE APPLY WATER TO AFFECTED CONSTRUCTION AREAS TO CONTROL BOTH SIGNIFICANT WIND EROSION AND FUGITIVE DUST.
- 8. ALL INLET GRATES SHALL BE WRAPPED IN FILTER FABRIC AND ALL INLETS SHALL BE PROTECTED WITH SILT SCREENS OR HAY BALES IN ACCORDANCE WITH THE BMP PLAN. SILT BARRIERS SHALL REMAIN IN PLACE UNTIL SODDING AROUND INLETS IS COMPLETE. INLET GRATES SHOULD REMAIN WRAPPED UNTIL PROJECT IS COMPLETE.
- 9. FOR DRAINAGE BASINS WITH 10 OR MORE DISTURBED ACRES AT ONE TIME, A TEMPORARY (OR PERMANENT) SEDIMENT BASIN PROVIDING 3.600 CUBIC FEET OF STORAGE PER ACRE DRAINED, OR EQUIVALENT CONTROL MEASURES, SHALL BE PROVIDED WHERE ATTAINABLE UNTIL FINAL STABILIZATION OF THE SITE. THE 3,600 CUBIC FEET OF STORAGE AREA PER ACRE DRAINED DOES NOT APPLY TO FLOWS FROM OFFSITE AREAS AND FLOWS FROM ONSITE AREAS THAT ARE EITHER UNDISTURBED OR HAVE UNDERGONE FINAL STABILIZATION WHERE SUCH FLOWS ARE DIVERTED AROUND BOTH THE DISTURBED AREA AND THE SEDIMENT BASIN. FOR DRAINAGE BASINS WITH 10 OR MORE DISTURBED ACRES AT ONE TIME AND WHERE A TEMPORARY SEDIMENT BASIN PROVIDING 3,600 CUBIC FEET OF STORAGE PER ACRE DRAINED, OR EQUIVALENT CONTROLS IS NOT ATTAINABLE, A COMBINATION OF SMALLER SEDIMENT BASINS AND/OR SEDIMENT TRAPS AND OTHER BMPS SHOULD BE USED. AT A MINIMUM, SILT FENCES, OR EQUIVALENT SEDIMENT CONTROLS ARE REQUIRED FOR ALL SIDESLOPE AND DOWNSLOPE BOUNDARIES OF THE CONSTRUCTION
- 10. AREAS THAT ARE DESIGNATED FOR PERMANENT STORMWATER INFILTRATION TREATMENT SYSTEMS (E.G., STORMWATER RETENTION PONDS) SHOULD NOT BE USED FOR TEMPORARY SEDIMENT BASINS UNLESS APPROPRIATE MEASURES ARE TAKEN TO ASSURE REMOVAL OF ACCUMULATED FINE SEDIMENTS, WHICH MAY CAUSE PREMATURE CLOGGING AND LOSS OF INFILTRATION CAPACITY, AND TO AVOID EXCESSIVE COMPACTION OF SOILS BY CONSTRUCTION MACHINERY OR EQUIPMENT.
- 11. DEWATERING WILL OCCUR, AS REQUIRED, FOR ALL EXCAVATION ACTIVITY INCLUDING, BUT NOT LIMITED TO, STORM SEWERS, SANITARY SEWERS, WATER LINES AND OTHER UTILITIES.
- 12. ALL CONSTRUCTION DEWATERING SHALL BE CONTAINED ONSITE, AT SPECIFIED LOCATIONS, AND ALLOWED TO INFILTRATE THE SOIL, UNLESS FDEP PERMITING IS OBTAINED FOR OFFSITE DISCHARGE. ALL DEWATERING GROUNDWATER DISCHARGE SHALL BE ROUTED THROUGH A TEMPORARY SEDIMENT SUMP PRIOR TO DISCHARGE TO WETLANDS, OTHER SURFACE WATER, OR OFFSITE. THE GENERAL PROCESS OF THE DEWATERING SYSTEM IF DEPICTED HEREIN SHALL BE ADHERED TO DURING CONSTRUCTION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL APPLICABLE APPROVALS FOR ANY MODIFICATIONS HE PROPOSES.
- 13. THE DEWATERING SYSTEM SHALL USE A PUMP AND PIPING THAT IS LESS THAN 6 INCHES IN DIAMETER AND OPERATE LESS THAN A TOTAL OF SIX MONTHS. ANY DEVIATION FROM THIS REQUIREMENT SHALL REQUIRE A WATER USE PERMIT. THE COST OF A WATER USE PERMIT AND ASSOCIATED MATERIALS SHALL BE BORNE BY THE CONTRACTOR.

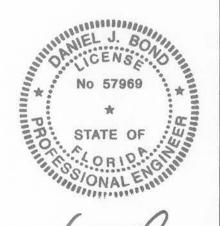
- 14. LAY SOD AROUND ALL INLETS, MITERED ENDWALLS, HEADWALLS, SWALES, POND SLOPES, AND A THREE FOOT (3') WIDE STRIP ADJACENT TO EDGE OF PAVEMENT OR AS DIRECTED BY THE ENGINEER AS SOON AS PRACTICAL TO PREVENT EROSION. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES PERMANENTLY CEASE SHALL BE STABILIZED WITH SOD OR WITH PERMANENT SEED AND MULCH IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS. PERMANENT STABILIZATION SHALL OCCUR AS SOON AS PRACTICAL BUT IN NO CASE MORE THAN 14 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY.
- 15. SODDING INCLUDES MAINTAINING SLOPES AND SOD UNTIL COMPLETION AND ACCEPTANCE OF TOTAL PROJECT OR GROWTH IS ESTABLISHED, WHICHEVER COMES LAST. UNTIL THEN, ALL EROSION, SILTATION, AND MAINTENANCE OF GRADES AND GRASS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- 16. TOP SOIL STOCK PILES AND DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY WILL TEMPORARILY CEASE FOR AT LEAST 21 DAYS SHALL BE STABILIZED WITH TEMPORARY SEED AND MULCH AS SOON AS PRACTICABLE BUT IN NO CASE MORE THAN 14 DAYS FROM THE LAST CONSTRUCTION ACTIVITY IN THAT AREA. THE TEMPORARY SEED AND MULCH SHALL BE INSTALLED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
- 17. ALL SILTATION AND EROSION CONTROL MEASURES SHALL BE INSPECTED AND MAINTAINED AT A MINIMUM OF ONCE PER WEEK OR AFTER ANY 1/2" OR GREATER RAINFALL EVENT. THE CONTRACTOR SHALL MAINTAIN RECORDS OF ALL MAINTENANCE AND INSPECTIONS, ON SITE, UNTIL CONSTRUCTION IS COMPLETE. COPIES SHALL BE FURNISHED TO THE ENGINEER OR OWNER, UPON
- 18. THE SITE SUPERINTENDENT, WILL BE RESPONSIBLE FOR INSPECTIONS, MAINTENANCE AND REPAIR ACTIVITIES, FILLING OUT THE INSPECTION AND MAINTENANCE REPORT AND IF NECESSARY, REVISING THE STORMWATER POLLUTION PREVENTION PLAN CONSISTENT WITH MODIFICATIONS MADE DUE TO UNFORESEEN CAUSES, AS DICTATED BY FIELD CONDITIONS.
- 19. PERSONNEL SELECTED FOR INSPECTION AND MAINTENANCE RESPONSIBILITIES SHALL RECEIVE TRAINING FROM THE SITE SUPERINTENDENT FOR INSPECTION AND MAINTENANCE PRACTICES NECESSARY FOR KEEPING THE EROSION AND SEDIMENT CONTROLS USED ONSITE IN GOOD WORKING ORDER.
- 20. A MAINTENANCE INSPECTION REPORT SHALL BE MADE AFTER EACH INSPECTION. A COPY OF THE REPORT FORM TO BE COMPLETED BY THE INSPECTOR IS INCLUDED IN THE STORMWATER POLLUTION PREVENTION PLAN.
- 21. SILT FENCE SHALL BE INSPECTED FOR DEPTH OF SEDIMENT, TEARS, TO INSURE IF THE FABRIC IS SECURELY ATTACHED TO THE FENCE POSTS, AND TO INSURE THAT THE FENCE POSTS ARE INSTALLED FIRMLY IN THE GROUND.
- 22. SILTATION ACCUMULATIONS GREATER THAN THE LESSER OF 12 INCHES OR ONE-HALF OF THE DEPTH OF THE SILTATION CONTROL BARRIER OR CONTROL DEVICES SHALL BE IMMEDIATELY REMOVED AND PLACED IN UPLAND AREAS. ALL SILTATION BARRIERS SHALL THEN BE RESTORED TO THEIR ORIGINAL CONDITIONS.
- 23. THE SEDIMENT BASIN SHALL BE INSPECTED FOR DEPTH OF SEDIMENT, AND BUILT UP SEDIMENT WILL BE REMOVED WHEN IT REACHES 10 PERCENT OF THE DESIGN CAPACITY OR AT THE END OF THE JOB, WHICHEVER COMES FIRST.
- 24. DIVERSION DIKE, IF REQUIRED, SHALL BE INSPECTED AND ANY BREACHES PROMPTLY REPAIRED.
- 25. TEMPORARY AND PERMANENT SEEDING AND PLANTING SHALL BE INSPECTED FOR BARE SPOTS, WASHOUTS, AND HEALTHY
- 26. ALL MEASURES SHALL BE MAINTAINED IN GOOD WORKING ORDER; IF A REPAIR IS NECESSARY, IT SHALL BE INITIATED WITHIN 24 HOURS OF REPORT.
- 27 THE LOCATION OF SILT FENCE AND OTHER BMP FACILITIES SHOWN ON THIS PLAN ARE APPROXIMATE ONLY. THE CONTRACTOR IS RESPONSIBLE TO ENSURE THAT THESE FACILITIES ARE PLACED IN A LOCATION AND MANNER THAT DOES NOT CONFLICT WITH THE LIMITS OF CONSTRUCTION OR AREAS TO BE PROTECTED AS SET FORTH IN THESE PLANS. S-M050(10/01/10)



TYPICAL SILT FENCE



PROTECTION AROUND INLETS OR SIMILAR STRUCTURES



LEGEND

...................

PROPOSED CONCRETE SIDEWALK

SILT FENCE

					ACTIVITY	INITIALS/EMP. NO.	. DATE
					DESIGNED BY:		
					DRAWN BY:	ATO/89520	JULY 201
					CHECKED BY:		
					CONTRACT ADMIN. BY:		
△REV NO.	REVISION	DATE	DRAWN BY / EMP. NO.	CHECKED BY / EMP. NO.	WM APPROVED BY:		



The Contractor shall verify and be responsible for all dimensions. DO NOT scale the drawing - any errors or omissions shall be reported to Stantec without delay. The Copyrights to all designs and drawings are the property of Stantec. Reproduction or use for any purpose other than that authorized by Stantec is forbidden.

MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS PROJECT: 9TH AVENUE DRIVE EAST SIDEWALK

JULY 2014 HORIZONTAL SCALE 1" = 30' ERTICAL SCALE: N/A
SEC: TWP: RGE: CROSS REFERENCE FILE NO.: (31ST ST EAST TO 29TH ST EAST)

BEST MANAGEMENT PRACTICES PLAN & DETAILS

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DANIEL J. BOND, P.E. 12-15-14 FLORIDA LICENSE NO. 57969 215612041-01C-701ED 7 of 7

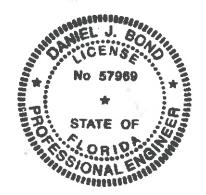
9th Avenue Drive East Sidewalk (31st St. East to 29th St. East)

Technical Specifications



Prepared for: Manatee County Board of County Commissioners

Prepared by: Stantec Consulting Services Inc.



DANIEL J. BOND, P.E. FLA. REG. NO. 57969 December 2, 2014



9TH AVENUE DRIVE EAST SIDEWALK (31ST ST. EAST TO 29TH ST. EAST)

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^{*} Specification Sections provided by Manatee County.

9TH AVENUE DRIVE EAST SIDEWALK Manatee County, Florida MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and other Specification Sections, apply to this Section. See the construction plans listed below for reference:

Construction plans by Stantec:

Sheets 1-7 of 7

1.2 SUMMARY

- A. The scope of this section of the Contract Documents is to further define the items included in each Bid Item in the Bid Form section of the Contract Documents. Payment will be made based on the specified items included in the description in this section for each bid item.
- B. All contract prices included in the Bid Form section will be full compensation for all shop drawings, working drawings, labor, materials, tools, testing, restoration, equipment and incidentals necessary to complete the construction as shown on the Drawings and/or as specified in the Contract Documents to be performed under this Contract. Actual quantities of each item contracted on a unit price basis will be determined upon completion of the construction and payment will be based on actual quantities. Payment for all items listed in the Bid Form will constitute full compensation for all work shown and/or specified to be performed under this Contract.
- C. The quantities shown are approximate in-place quantities and are given only as a basis of calculation upon which the award of the Contract is to be made. The Owner/Engineer does not assume any responsibility for the final quantities, nor shall the Contractor claim isunderstanding or discrepancies because of such estimate of quantities. Final payment will be made only for satisfactorily completed in-place quantity of each item that is bid on a unit price basis.
- D. No payment will be made for work constructed outside the authorized limits of work.
- E. Unless otherwise specified for the particular items involved, all measurements of distance shall be taken horizontally.
- F. Where payment for items is shown to be paid for on a lump sum basis, no separate or additional payment will be made for any item of work required to complete the lump sum items. Lump sum items shall be complete, tested and fully operable prior to request for final payment. Contractor may be required to provide a break-down of the lump sum items.

Measurement and Payment Page 1 of 3

PART I - MEASUREMENT AND PAYMENT

9TH AVENUE DRIVE EAST SIDEWALK Manatee County, Florida MEASUREMENT AND PAYMENT

- G. Access to the site is provided by the existing 9th Avenue Drive East, 29th Street East, and 31th Street East.
- H. Separate payment will be made for the items of work described herein and listed on the Bid Form. Any related work not specifically listed, but required for satisfactory completion of the work associated with the bid item shall be considered to be included in the scope of the appropriate listed bid items.

1.3 UNIT PRICE

A. Actual quantities of each item contracted on a unit price basis will be determined upon completion of the construction and payment will be based on actual quantities.

1.4 BID ITEM DESCRIPTIONS

A. A general description of the bid items contained in the various Bid Sections are described below. All items of work referenced in the contract documents, plans, and specifications shall be included in the various lump sum and unit prices in the contract if not specifically included as a pay item on the bid form.

Bid Items 100 - 107 (DRAINAGE): The various bid items for DRAINAGE shall include all drainage piping, drainage structures, concrete jackets, and removal/replacement of a concrete flume where indicated on the plans. This section includes full compensation for furnishing all labor, materials, tools, equipment, testing, restoration, and incidentals and for doing all the work involved with these bid items in accordance with the contract documents, plans, and specifications.

Bid Items 200 - 212 (PAVING): The various bid items for PAVING shall include all sidewalks, driveway replacements, curbing, asphalt, stabilized subgrade, guiderail, handicap ramp, detectable warning strips, milling/re-paving of existing roadway, signage and striping, and maintenance of traffic. This section includes preparation of traffic control plans as required for maintenance of traffic, as well as full compensation for furnishing all labor, materials, tools, equipment, testing, restoration, and incidentals and for doing all the work involved with these bid items in accordance with the contract documents, plans, and specifications..

Bid Items 300 - 303 (EARTHWORK): The various bid items for EARTHWORK shall include all clearing and grubbing (inclusive of tree removal/trimming as noted on plans), excavation, embankment, off-site fill (inclusive of providing, hauling, and placement of clean, suitable fill material), finish grading, final sodding, utility adjustments, and best management practices controls (silt fence installation, inspection, and removal). The best management practices controls shall include the preparation of a Stormwater Pollution Prevention Plan (SWPPP) and implementation of the SWPPP and temporary dewatering activities (if needed). This section also includes full compensation for furnishing all labor, materials, tools, equipment, testing, restoration, and incidentals and for doing all the work involved with these bid items in accordance with the contract documents, plans, and specifications.

9TH AVENUE DRIVE EAST SIDEWALK Manatee County, Florida MEASUREMENT AND PAYMENT

Bid Items 400 - 403 (MISCELLANEOUS): The various pay items for MISCELLANEOUS shall include construction survey/stakeout/record drawings, mobilization, miscellaneous permits not already obtained by the County (inclusive of permit fees), bonding required per the contract documents, project sign/public notification, and removal/replacement of existing mailboxes. This section includes full compensation for furnishing all labor, materials, tools, equipment, testing, restoration, and incidentals and for doing all the work involved with these bid items in accordance with the contract documents, plans, and specifications.

PART II - TECHNICAL SPECIFICATIONS

SECTION 01001 SUPPLEMENTARY TECHNICAL SPECIFICATIONS AND SPECIAL PROVISIONS

PART 1 SUPPLEMENTARY TECHNICAL SPECIFICATIONS

1.01 SUMMARY

A. This section includes Supplementary Technical Specifications, which amend or supplement the technical specifications of these Contract Documents. All specifications not amended or supplemented remain in full force and effect.

1.02 CHANGES

- A. Section 02813, Seeding, Mulching, and Sodding
 - 1. Paragraphs 4.01 and 4.02: Replace paragraphs with the following: "Payment for the cost of sodding, grassing and mulching, or hydroseeding/mulching shall be included in the lump sum "Excavation, Embankment, Off-site Fill, Finish Grading, and Final Sodding" bid item. Payment shall constitute full compensation for furnishing all labor, materials, equipment, and all other incidentals necessary to complete the sodding per the limits shown on the plans, as well as any other sodding required due to damage to existing sod/restoration work in accordance with the plans and specifications".
- B. Section 02814, Concrete Curbs, Gutters, Manhole Frames, Storm Inlets, Etc.
 - 1. Paragraph 4.01.A.: The sentence shall be removed and replaced with the following: "Payment shall be made on a unit price and/or lump sum price basis in accordance with the construction contract and bid items".
- C. Section 02911, Asphaltic Concrete
 - Paragraph 3.01.D.: FM1-T166 shall be replaced with ASTM D1559.

1.03 ADDITIONS

- A. Section 01411, Testing Services (Provided by Contractor)
 - 1. Add to the first paragraph under 4.01.B: Testing reports shall be provided with each Application for Payment request made by the CONTRACTOR. The testing reports shall include all required testing results for each requested pay item. The ENGINEER and/or COUNTY may withhold payment of pay items if passing testing reports are not provided.

PART 2 SPECIAL PROVISIONS

These Special Provisions amend or supplement the contract documents and are intended to set forth conditions and requirements that are unique for this project. All other provisions not amended or supplemented shall remain in full force and effect. In case of a discrepancy, these Special Provisions shall govern over any other written specification or drawing.

- SP-1 The CONTRACTOR shall provide accurate, detailed, and complete (signed and sealed) record drawings, mylars, and a CD containing AutoCAD files of all record drawing sheets to the ENGINEER. The record drawings shall be signed and sealed by a Florida registered land surveyor. The record drawings shall meet the requirements of SWFWMD and Manatee County and shall be included in the cost of the project.
- SP-2 The CONTRACTOR shall be responsible for obtaining any required temporary dewatering permits through the Florida Department of Environmental Protection (FDEP) and shall provide copies to the COUNTY and ENGINEER.
- SP-3 Excess fill material/debris shall be removed from the site and disposed of by the CONTRACTOR and shall be included in the cost of the project.
- SP-4 The CONTRACTOR must have the all approved permits readily available at the job site prior to beginning construction. The CONTRACTOR shall be responsible for adhering to all applicable permit conditions. The CONTRACTOR is responsible for obtaining all local, state and federal construction permits not furnished by the COUNTY/ENGINEER, including any right-of-way use permits that may be necessary.
- SP-5 The CONTRACTOR shall be responsible for calling Sunshine State One to obtain information on existing utilities in project vicinity. The CONTRACTOR shall notify and cooperate with utility companies and agencies when the CONTRACTOR's operations are close to existing facilities in order to provide time for the utilities to stake the location of their existing facilities. The CONTRACTOR shall cooperate with the utility company and provide schedules, etc., when requested.

The drawings may or may not indicate the presence of existing utilities or facilities in the project area. Existing above or underground utilities, structures, or facilities that are shown on the plans are based on best information made available to the ENGINEER. The existing facilities may be in locations different than those shown on the drawings. It shall be the responsibility of the CONTRACTOR to acquaint himself with the exact location and to avoid conflict with all existing facilities. Where underground or aboveground utilities, structures, or facilities are damaged, they shall be immediately repaired to the specifications of the owner of the utility. If the owner of the utility elects to make such repairs with his own forces, CONTRACTOR shall make arrangements as to protect the COUNTY from all damages. Where such conflicts are unavoidable, every effort shall be made to construct the work so as to cause as little interference as possible with services rendered by the structure disturbed.

SP-6 Measurement and payment for the Mobilization Bid Item shall include full compensation for the required 100 percent (100%) Performance Bond, 100 Percent (100%) Payment Bond, all required insurance for the project, and any permits not already obtained by the County. This may include those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site and for the establishment of temporary offices, safety equipment and first aid supplies, and sanitary and other facilities/utilities. The mobilization pay item also includes demobilization of all equipment, personnel, supplies and incidentals from the project site upon final completion. Payment for mobilization shall not exceed 10 percent (10%) of the total Contract cost unless the Contractor can prove to the County that his actual mobilization cost exceeds 10 percent (10%). The basis of payment for all work associated with Mobilization shall be paid for under the Lump Sum Pay Item and in accordance with the following schedule:

Percent of Total Contract Amount Earned	Allowable Percent of the Lump Sum Price for Mobilization
5	25
10	50
25	75
100	100

- SP-7 The CONTRACTOR shall be responsible for the preparation and submittal of the NPDES permit and EPA Discharge Elimination Permit. The CONTRACTOR shall provide Stormwater Pollution Prevention Plan to ENGINEER and OWNER prior to commencing construction. The CONTRACTOR shall be responsible for the implementation of the NPDES and related stormwater pollution prevention plan for the duration of the project. Upon completion, the CONTRACTOR shall prepare and submit the Notice of Termination to the FDEP, remove all temporary stormwater management measures, and dispose of them as required.
- SP-8 The CONTRACTOR is responsible for maintaining the construction limits within the right-of-way. All restoration must meet or exceed existing conditions except where specifically noted in the plans where existing conditions are to be modified.
- SP-9 The CONTRACTOR shall maintain the storm drainage pipes and inlets such that an equivalent system is in place at the end of each working day so as to maintain at least the flow capacity of the existing system.

- SP-10 All newly installed storm pipe shall be tested in accordance with Manatee County Public Works Department requirements. TV video inspection and laser profiling of CPP/ADS/HDPE stormwater pipe is required. For pipe 48 inches or less in diameter, the CONTRACTOR shall provide the ENGINEER a video DVD and report using low barrel distortion video equipment with laser profile technology, non-contact micrometer and associated software (or approved equal) that provides:
 - 1. Actual recorded length and width measurements of all cracks within the pipe.
 - 2. Actual recorded separation measurement of all pipe joints.
 - 3. Pipe ovality report.
 - 4. Deflection measurements and graphical diameter analysis report in terms of x and y axis.
 - 5. Flat analysis report.
 - 6. Representative diameter of the pipe.
 - 7. Pipe deformation measurements, leaks, debris, or other damage or defects.
 - 8. Deviation in pipe line and grade, joint gaps, and joint misalignment.

SECTION 01050 SURVEYING (PROVIDED BY CONTRACTOR)

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Survey requirements for the project.

1.02 QUALITY CONTROL

A. Employ a Land Surveyor registered in the State of Florida and acceptable to ENGINEER and OWNER to perform survey functions in this section.

1.03 SUBMITTALS

- A. Submit name, address, and telephone number of Surveyor before starting survey work.
- B. On request, submit documentation verifying accuracy of survey work.
- C. Submit a copy of registered site drawing and certificate signed by the Land Surveyor that the elevations and locations of the work are in conformance with Contract Documents.

1.04 PROJECT RECORD DOCUMENTS

A. Maintain a complete and accurate log of control and survey work as it progresses.

1.05 EXAMINATION

- A. Verify locations of survey control points and reference points prior to starting work.
- B. Promptly notify ENGINEER of any discrepancies discovered.

1.06 SURVEY REFERENCE POINTS

- A. CONTRACTOR shall locate and protect survey control and reference points.
- B. Control datum for survey is that indicated on drawings.
- C. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- D. Promptly report to ENGINEER the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- E. The Registered Surveyor shall replace dislocated survey control points based on original survey control. Make no changes without prior written notice to ENGINEER.

SECTION 01050 Page 1 of 2

1.07 SURVEY REQUIREMENTS

- A. Provide field engineering services. Utilize recognized engineering survey practices.
- B. Establish a minimum of two permanent benchmarks on site, referenced to established control points. Record locations, with horizontal and vertical data, on project record documents.
- C. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
 - 1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
 - 2. Grid or axis for structures.
 - 3. Building foundation, column locations, and ground floor elevations.
- D. Periodically verify layouts by same means.

1.08 SURVEYS FOR MEASUREMENT AND PAYMENT

- A. Perform surveys to determine quantities of unit cost work, including control surveys to establish measurement reference lines. Notify ENGINEER prior to starting work.
- B. CONTRACTOR's Surveyor shall sign field notes or keep duplicate field notes.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

PART 4 MEASUREMENT AND PAYMENT

4.01 BASIS OF PAYMENT

A. The cost of the work specified in this section shall be included in all the various pay items or work items described in the schedule and no separate payment will be made, unless a separate pay item is established in the Contract Documents.

SECTION 01152 REQUESTS FOR PAYMENT

PART I GENERAL

1.01 REQUIREMENTS INCLUDED

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

1.02 FORMAT AND DATA REQUIRED

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

1.03 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

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

1.04 PREPARATION OF APPLICATION FOR FINAL PAYMENT

Fill in application form as specified for progress payments.

1.05 SUBMITTAL PROCEDURE

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

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

SECTION 01300 SHOP DRAWINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

Shop drawing submittal procedures.

1.02 PROCEDURES

- A. Deliver a minimum of six copies of submittals to ENGINEER at address listed on cover sheet of specifications. Distribution is two copies for the ENGINEER, two copies for the OWNER and two copies returned to the CONTRACTOR. If additional copies are required by the CONTRACTOR, they shall submit them.
- B. Transmit each item under ENGINEER-accepted form. Identify Project, CONTRACTOR, Subcontractor, and major supplier. Identify pertinent drawing sheet and specification section number as appropriate. Identify deviations from contract documents. Approve all submittals prior to forwarding to ENGINEER by stamping and signing approval stamp. Provide space for CONTRACTOR and ENGINEER review stamps.
- C. After ENGINEER review of submittal, revise and resubmit as required, identifying changes made since previous submittal.
- D. Distribute copies of reviewed submittals to concerned persons. Instruct recipients to promptly report any inability to comply with provisions.
- E. Prior to any submittals, a Schedule of Shop Drawings must be submitted and approved by ENGINEER.

PART 2 PRODUCTS

2.01 SHOP DRAWING SUBMITTAL

- A. All Precast Structures, Frames, Grates, and Covers
- B. Non-Pressure and Pressure Pipe, Fittings, Joints, Connections, and Appurtenances
- C. Curb Ramp Detectable Warning Mats
- D. Concrete and Asphalt Mix Design

PART 3 EXECUTION

Not Used

PART 4 MEASUREMENT AND PAYMENT

A. The cost of the work specified in this section shall be included in all the various pay items or work items described in the schedule and no separate payment will be made unless a separate pay item is established in the Contract Documents.

SECTION 01310 PROGRESS SCHEDULES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Scheduling requirements, including submittal and revision procedures.

1.02 FORMAT

- A. Unless otherwise specified, the CONTRACTOR shall submit a schedule of activities in either of the forms listed below:
 - A horizontal bar chart (minimum sheet size 24" x 36") with separate bar for each major work item. The time sequence shall be designated horizontally at the top of the chart in weeks, months and years. The position of each activity bar shall indicate the work period from beginning to the end of each activity work period.
 - 2. A logic diagram or CPM of all activities showing description, duration, early and late start/finish dates, predecessors, successors, and float time.

1.03 CONTENT

- A. The list of activities shall represent the complete scope of the project and shall be subject to approval by the OWNER's representative.
- B. Show complete sequence of construction by activity, with dates for beginning and completion of each activity listed.

1.04 REVISIONS TO SCHEDULES

- A. Indicate progress of each activity to date of submittal, and projected completion date of each activity.
- B. Show accumulated percentage of completion of each activity, and total percentage of work completed as of the Application for Payment date.
- Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.
- D. Provide narrative report to define problem areas, anticipated delays, and impact on schedule. Report corrective action taken, or proposed, and its effect.

1.05 SUBMITTALS

A. Submit preliminary outline schedules within 15 days after date of OWNER-CONTRACTOR Agreement for coordination with OWNER's requirements. After review, submit detailed schedules within 15 days, modified to accommodate revisions recommended by ENGINEER.

10/24/03 35099 SECTION 01310 Page 1 of 2 B. Submit revised progress schedules with each Application for Payment.

1.06 SUBMITTAL

A. Submit six copies of schedules to ENGINEER.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

PART 4 MEASUREMENT AND PAYMENT

4.01 BASIS OF PAYMENT

A. The cost of the work specified in this section shall be included in all the various pay items or work items described in the schedule and no separate payment will be made, unless a separate pay item is established in the Contract Documents.

END OF SECTION 01310

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SECTION 01411 TESTING SERVICES (PROVIDED BY CONTRACTOR)

PART 1 GENERAL

1.01 SECTION INCLUDES

- Responsibilities of the CONTRACTOR, OWNER, and Testing Laboratory regarding specified tests.
- B. Report specifications.

1.02 SELECTION AND PAYMENT

- A. Unless otherwise stated in the Contract Documents, the CONTRACTOR will select and pay for the services of an independent testing laboratory to perform tests required by the technical specifications.
- B. Cost of retests due to failures shall be paid for by the CONTRACTOR in the form of a deduction from the contract amount.
- C. Utilization of a testing laboratory shall in no way relieve the CONTRACTOR of any obligation to perform work in accordance with the requirements of the Contract Documents.

1.03 SCHEDULING TESTS

- A. The CONTRACTOR will furnish the name of the testing laboratory to the OWNER at the preconstruction conference.
- B. The CONTRACTOR shall be responsible for scheduling each test by notifying the designated laboratory 24 hours prior to the time the test is to be taken.
- C. The specific requirements, including the type and amount of testing, shall be in accordance with the technical specifications or as otherwise stated in the Contract Documents.
- D. Ample time shall be allowed for the testing process by the CONTRACTOR, since an extension of time will not be allowed for testing delays or retests due to failures.

1.04 QUALITY ASSURANCE

- A. All tests shall be performed by qualified personnel under the direction and control of a Professional Engineer registered in the State of Florida and specializing in Geotechnical or Material analysis as applicable.
- B. In addition to the tests required by the Contract Documents, the OWNER's Representative may direct the testing laboratory to take any other tests or material inspections that he feels necessary to achieve the quality of construction that is specified in the Contract Documents.

1.05 LABORATORY RESPONSIBILITIES

- A. Perform inspection, sampling, and testing in accordance with the Contract Documents.
- B. Provide qualified personnel to perform all phases of required services and cooperate with OWNER's Representative and CONTRACTOR in the performance of those services.
- C. Ascertain compliance of materials and related procedures with requirements of the Contract Documents.
- D. Promptly notify the CONTRACTOR and the OWNER's Representative of any irregularities or non-conformance of work, materials, or product.
- E. Perform additional inspections or tests requested by the OWNER's Representative.
- F. Attend pre-construction conferences and progress meetings.

1.06 LABORATORY REPORTS

- A. After each inspection or test, promptly submit a laboratory report to the OWNER, the OWNER's Representative, and the CONTRACTOR.
- B. The report shall include the following:
 - 1. Date of report.
 - 2. Project title and number.
 - 3. Date, time, and location of each sample extraction or inspection.
 - 4. Identification of material and method of test.
 - Results of tests.
 - 6. Evaluation of conformance to contract specifications.
 - 7. Notification of retest requirement due to test failure.
 - 8. Site map showing testing locations.
 - 9. At the completion of construction the testing firm shall provide a certification signed and sealed by a professional engineer licensed in the state of Florida, certifying that the testing program has been completed in accordance with the project specifications and that the completed project complies with the testing criteria contained in the project plans and specifications.

1.07 LIMITS ON TESTING LABORATORY AUTHORITY

A. Laboratory may not release, revoke or alter the requirements of the Contract Documents.

- B. Laboratory may not approve or accept any portion of the work.
- C. Laboratory may not assume any duties of the CONTRACTOR.
- D. Laboratory has no authority to stop the work.

1.08 CONTRACTOR RESPONSIBILITIES

- A. Submit proposed mix designs and samples of proposed materials to the designated laboratory as required by the Contract Documents or as requested by the OWNER's Representative.
- B. Provide access to the site for any tests or inspections.
- C. Provide labor and facilities to obtain, handle, store, and cure test samples and to facilitate material inspection.
- D. Cooperate with laboratory personnel to maximize the efficiency of the testing procedure by periodically updating the construction schedule and adhering to the 24-hour advance notice requirement for tests.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

PART 4 MEASUREMENT AND PAYMENT

4.01 BASIS OF PAYMENT

- A. In accordance with Article 1.02, Selection and Payment, this section.
- B. Testing Services (Provided by CONTRACTOR)

Where no separate pay item for Testing Services (provided by CONTRACTOR) is established in the Contract Documents, the cost of all such work specified in this section shall be included in the prices for the other pay items which are included in the contract and no additional compensation will be allowed.

When an item of Testing Services (provided by CONTRACTOR) is included in the Contract Documents, the lump sum price and payment for such item shall be full compensation for all work and costs specified in this section except as may be specifically covered for payment under other items.

END OF SECTION 01411

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SECTION 01510 TEMPORARY UTIL!TIES AND CONTROLS

PART 1 GENERAL

1.01 REQUIREMENTS

A. Furnish, install, maintain and remove temporary utilities required for construction. See other sections for additional utilities coordination.

1.02 TEMPORARY TRAILER LOCATION

The CONTRACTOR shall obtain approval from the OWNER for any proposed temporary trailer (office) location on site.

1.03 REQUIREMENTS OF REGULATORY AGENCIES

- A. Comply with National Electric Code.
- B. Comply with federal, state and local codes and regulations and with utility company requirements.
- C. Comply with County Health Department Regulations.

PART 2 PRODUCTS

2.01 MATERIALS, GENERAL

A. Materials may be new or used, but must be adequate in capacity for the required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.

2.02 TEMPORARY ELECTRICITY AND LIGHTING

- A. Arrange with utility company and OWNER to provide service required for power and lighting, and pay all costs for service and for power used in the construction, testing and trial operation prior to final acceptance of the work by the OWNER as stipulated by the ENGINEER.
- B. Install circuit and branch wiring, with area distribution boxes located so that power and lighting are available throughout the construction by the use of construction type power cords.
- C. Provide adequate artificial lighting for all areas of work when natural light is not adequate for work, and for areas accessible to the public.

2.03 TEMPORARY HEAT AND VENTILATION

A. Provide temporary heat and ventilation as required to maintain adequate environmental conditions to facilitate progress of the work, to meet specified minimum conditions for the

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- installation of materials, and to protect materials and finishes from damage due to temperature or humidity.
- B. Provide adequate forced ventilation of enclosed areas for curing of installed materials, to disperse humidity, and to prevent hazardous accumulations of dust, fumes, vapors or gases.
- C. Portable heaters shall be standard approved units complete with controls.
- D. Pay all costs of installation, maintenance, operation and removal, and for fuel consumed.
- E. Provide connections to existing facilities, extend and supplement with temporary units as required to comply with requirements. Pay all costs of installation, maintenance, operation and removal.

2.04 TEMPORARY TELEPHONE SERVICE

- A. Arrange with local telephone service company.
- B. Pay all costs for installation, maintenance and removal, and service charges.

2.05 TEMPORARY WATER

- A. Provide and pay for all required water for construction and consumptive purposes.
- B. CONTRACTOR may utilize existing on-site water supply system for water needed for construction purposes. However, all water used shall be coordinated with the utility company. A temporary meter may be required.
- C. Temporary potable water piping shall be chlorinated prior to use to remove bacteriological contaminants.

2.06 TEMPORARY SANITARY FACILITIES

- A. Provide sanitary facilities in compliance with laws and regulations.
- B. Service, clean and maintain facilities and enclosures.

2.07 EROSION AND PROPERTY CONTROL

- A. Flow of drains and sewers maintained: Adequate provisions shall be made for the flow of sewers, drains and water courses encountered during construction, and the lines and structures which may have been disturbed shall be immediately restored to their original condition at the expense of the CONTRACTOR.
- B. Property Protection: Trees, grass, fences, signboards, poles and all other property shall be protected unless their removal is authorized; and any property damage shall be satisfactorily restored by the CONTRACTOR and at the expense of the CONTRACTOR.

C. Provide all means necessary for prevention, control and abatement of erosion, siltation and water pollution resulting from construction until final acceptance by OWNER. Provide for mulching, sodding, sandbagging, berms, slope drains, sedimentation structures, or other devices necessary to meet county, state and federal regulation.

2.08 CLEANING DURING CONSTRUCTION

- A. Control accumulation of waste materials and rubbish; periodically dispose of off-site.
- B. Clean interior areas prior to start of finish work, maintain areas free of dust and other contaminants during finishing operations.

2.09 CHEMICALS, HAZARDOUS WASTES, AND PETROLEUM PRODUCTS

A. All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with manufacturer's instructions or government regulations as applicable. The CONTRACTOR shall legally dispose of and clean the project site of all chemicals, hazardous wastes, and petroleum products placed or used on the site by the CONTRACTOR.

PART 3 EXECUTION

3.01 REMOVAL

- A. Completely remove temporary materials and equipment when their use is no longer required as determined by the ENGINEER.
- B. Clean and repair damage caused by temporary installations or use of temporary facilities.
- C. Restore permanent facilities used for temporary services to specified condition.

PART 4 MEASUREMENT AND PAYMENT

4.01 BASIS OF PAYMENT

A. Unless otherwise specified in the Contract Documents, the cost of temporary utilities and control shall be included in the various lump sum and unit prices in the contract.

END OF SECTION 01510

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SECTION 01580 PROJECT IDENTIFICATION AND SIGNS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Furnish, Install and maintain County project identification signs.
- B. Remove signs on completion of construction.
- C. Allow no other signs to be displayed except for traffic control and safety.

1.02 PROJECT IDENTIFICATION SIGN (COUNTY)

- A. One painted sign, of not less than 32 square feet (3 square meters) area, with painted graphic content to include:
 - 1. Title of Project.
 - 2. Name of County.
 - 3. Names and titles of authorities as directed by County,
 - Prime Contractor.
- B. Graphic design, style of lettering and colors: As approved by the County.
- C. Erect on the site at a lighted location of high public visibility, adjacent to main entrance to site, as approved by the County

1.03 INFORMATIONAL SIGNS

- A. Painted signs with painted lettering, or standard products.
 - 1. Size of signs and lettering: as required by regulatory agencies, or as appropriate to usage.
 - Colors: as required by regulatory agencies, otherwise of uniform colors throughout project.
- B. Erect at appropriate locations to provide required information.

1.04 QUALITY ASSURANCE

- A. Sign Painter: Professional experience in type of work required.
- B. Finishes, Painting: Adequate to resist weathering and fading for scheduled construction period.

1.05 PUBLIC NOTIFICATION

- A. Door Hangers: The Contractor shall generate and distribute door hangers to all residents who will be impacted by project construction.
 - 1. Residents impacted include anyone who resides inside, or within 500 feet of project limits of construction.

B. Door Hangers shall be distributed prior to start of construction of the project. Hangers shall be affixed to doors of residents via elastic bands or tape.

EXAMPLE:

PLEASE PARDON THE INCONVENIENCE WHILE THE ROADWAY IS BEING RECONSTRUCTED IN YOUR NEIGHBORHOOD

This project consists of utility improvements and the reconstruction of ??? Boulevard from U.S. ??? to ??? Street West. The project is expected to begin in August, 200X and be completed in July 200X.

CONTROL OF THE PROPERTY OF THE	Location Map	•

WE HOPE TO KEEP ANY INCONVENIENCE TO A MINIMUM. HOWEVER, IF YOU HAVE ANY PROBLEMS, PLEASE CONTACT THE FOLLOWING:

A. Contractor
Contractor Address
Contractor Phone (Site Phone)

Project Manager PM Address PM Phone No. & Ext.

B. Project Inspector Inspector Phone Number

> AFTER HOURS EMERGENCY NUMBER - (941) 747-HELP THANK YOU FOR YOUR UNDERSTANDING AND PATIENCE MANATEE COUNTY GOVERNMENT - PROJECT MANAGEMENT DEPT.

PART 2 PRODUCTS

2.01 SIGN MATERIALS

- A. Structure and Framing: May be new or used, wood or metal, in sound condition structurally adequate to work and suitable for specified finish.
- B. Sign Surfaces: Exterior softwood plywood with medium density overlay, standard large sizes to minimize joints.
 - 1. Thickness: As required by standards to span framing members, to provide even, smooth surface without waves or buckles.
- C. Rough Hardware: Galvanized.
- D. Paint: Exterior quality, as specified in the Contract Documents.

PART 3 EXECUTION

3.01 PROJECT IDENTIFICATION SIGN

- Paint exposed surface or supports, framing and surface material; one coat of primer and one coat of exterior paint.
- B. Paint graphics in styles, size and colors selected.

3.02 MAINTENANCE

The Contractor shall maintain signs and supports in a neat, clean condition; repair damages to structures, framing or sign.

3.03 REMOVAL

The Contractor shall remove signs, framing, supports and foundations at completion of project.

SECTION 01600 MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.01 SCOPE OF WORK

A. This section provides general guidelines for products provided, including their transportation and handling, storage and protection, options, substitutions and systems demonstration.

1.02 SUBSTITUTIONS

- A. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- B. Request constitutes a representation that CONTRACTOR:
 - Has investigated proposed product and determined that it meets or exceeds, in all aspects, specified product.
 - 2. Will provide the same warranty for substitution as for specified product.
 - Will coordinate installation and make other changes which may be required for work to be complete in all respects.
 - 4. Waives claims for additional costs which may subsequently become apparent.
- C. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals without separate written request, or when acceptance will require substantial revision of Contract Documents.
- D. ENGINEER will determine acceptability of proposed substitution, and will notify CONTRACTOR of acceptance or rejection in writing within a reasonable time.

PART 2 PRODUCTS

- 2.01 Only new materials and equipment shall be incorporated in the work. All material and equipment furnished by CONTRACTOR shall be subject to inspection and approved by ENGINEER.
- 2.02 Comply with specifications and referenced standards as minimum requirements.
- 2.03 Components required to be supplied in quantity within a specification section shall be the same, and shall be interchangeable.
- 2.04 Products specified by reference standards or by description only: Any product meeting those standards.
- 2.05 Products specified by naming one or more manufacturers with a provision for substitutions: Submit a request for substitution for any manufacturer not specifically named.

PART 3 EXECUTION

3.01 TRANSPORTATION AND HANDLING

- A. Transport products by methods to avoid product damage; deliver in undamaged condition in manufacturer's unopened containers or packaging, dry.
- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage.
- C. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

3.02 STORAGE AND PROTECTION

- A. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight enclosures; maintain within temperature and humidity ranges required by manufacturer's instructions.
- B. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with weather-tight enclosure as recommended by manufacturer. Provide ventilation to avoid condensation.
- C. Store loose granular materials on solid surfaces in a well-drained area. Prevent mixing with foreign matter.
- D. Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged, and are maintained under required conditions.
- E. Materials, which in the opinion of the ENGINEER, have become so damaged as to be unfit for the use intended or specified shall be removed from the site of the work. CONTRACTOR shall receive no compensation for the damaged material or its removal.

3.03 SYSTEMS DEMONSTRATION

- A. Prior to final inspection, demonstrate operation of each system to ENGINEER and OWNER.
- B. Instruct OWNER's personnel in operation, adjustment, and maintenance of equipment and systems, using the operation and maintenance data as the basis of instruction.

PART 4 MEASUREMENT AND PAYMENT

4.01 BASIS OF PAYMENT

A. The cost of the work in this section shall be included in all the various pay items or work items described in the schedule and no separate payment will be made, unless a separate pay item is established in the Contract Documents.

SECTION 01675 PRE-CONSTRUCTION VIDEO RECORD

PART 1 GENERAL

1,01 SECTION INCLUDES

A. Requirements for pre-construction color audio-video tape.

1.02 SCOPE

A. Prior to commencing work, take a continuous color audio-video tape recording along entire length of Project to serve as a record of pre-construction conditions.

1.03 APPROVAL

A. NO CONSTRUCTION SHALL BEGIN prior to submittal of tapes covering construction area by CONTRACTOR. ENGINEER shall have authority to reject all or any portion of a videotape not conforming to specifications and order that it be redone at no additional charge. CONTRACTOR shall reschedule unacceptable coverage within five days after being notified. All tapes and written records shall become property of the OWNER.

PART 2 PRODUCTS

2.01 AUDIO-VIDEO TAPES

A. Audio-video tapes shall be new. The tapes shall be high grade, one-half inch high energy, extended still frame capable, a VHS, color video cassette for a color video cassette recorder or DVD.

PART 3 EXECUTION

3.01 EQUIPMENT

A. Furnish all equipment, accessories, materials and labor to perform this service. Audio-video system shall reproduce bright, sharp, clear pictures with accurate colors and shall be free from distortion, tearing, rolls or any other form of imperfection. The audio portion of the recording shall reproduce the commentary of the camera operator with proper volume, clarity and be free from distortion and interruptions.

3.02 RECORDED INFORMATION - AUDIO

A. Each tape shall begin with current date, project name and OWNER and followed by general location, i.e., name of street, house address, viewing side and direction of progress. Recording shall contain the narrative commentary of electrographer, recorded simultaneously with their fixed elevation video record of the zone of influence of construction.

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3.03 RECORDED INFORMATION - VIDEO

A. All video recordings must display the date and time of recording. Date information shall contain the month, day and year. Time information shall contain the hour and minutes. Additional information shall be displayed periodically. Such information shall include, but not be limited to, project name and number, name of street, house address, direction of travel and the viewing side. This transparent information shall appear on the extreme upper left hand third of the screen.

3.04 LIGHTING

A. Perform all taping during times of good visibility. No taping shall be done during precipitation, mist or fog.

3.05 SPEED OF TRAVEL

A. Rate of speed in the general direction of travel of the vehicle used during taping shall not exceed 75 feet per minute. Planning, zoom-in and zoom-out rates shall be sufficiently controlled to maintain a clear view of the object.

3.06 AREA OF COVERAGE

A. Tape coverage shall include all surface features located within the zone of influence of construction supported by appropriate audio coverage. Such coverage shall include, but not be limited to, existing driveways, sidewalks, curbs, pavements, ditches, mailboxes, landscaping, culverts, fences, signs, headwalls and trees that are contiguous or tree limbs that overhang onto the area of proposed construction activity.

PART 4 MEASUREMENT AND PAYMENT

4.01 BASIS OF PAYMENT

A. Unless otherwise specified in the Contract Documents, the cost of the pre-construction video shall be included in the various lump sum and unit prices in the contract.

SECTION 01700 CONTRACT CLOSE-OUT

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Requirements and procedures for Contract Closeout.

1.02 CLOSE-OUT PROCEDURES

- A. Comply with procedures stated in General Conditions of the contract for issuance of Certificate of Substantial Completion.
- B. When CONTRACTOR considers work has reached final completion, submit written certification that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for ENGINEER's inspection.
- C. In addition to submittals required by the conditions of the contract, provide submittals required by governing authorities, and submit a final statement of accounting giving total adjusted contract sum, previous payments, and sum remaining due.
- D. When ENGINEER finds the work is acceptable for final acceptance, close-out documents shall be submitted.

1.03 FINAL CLEANING

- A. Execute prior to final inspections.
- B. Clean interior and exterior surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces. Clean equipment and fixtures to a sanitary condition. Clean or replace filters of mechanical equipment. Clean roofs, gutters, downspouts, and drainage systems.
- C. Clean site, sweep paved areas, rake clean other surfaces.
- D. Remove waste and surplus materials, rubbish, and construction facilities from the project and from the site.

1.04 PROJECT RECORD DOCUMENTS

- A. Store documents separate from those used for construction.
- B. Keep documents current; do not permanently conceal any work until required information has been recorded.
- C. At Contract close-out, submit documents with transmittal letter containing date, project title, CONTRACTOR's name and address, list of documents, and signature of CONTRACTOR.

SECTION 01700 Page 1 of 2

1.05 WARRANTIES AND BONDS

- A. Provide duplicate, notarized copies. Execute CONTRACTOR's submittals and assemble documents executed by subcontractors, suppliers, and manufacturers. Provide table of contents and assemble in binder with durable plastic cover.
- B. Submit material prior to final application for payment. For equipment put into use with OWNER's permission during construction, submit within 30 days after first operation. For items of work delayed materially beyond date of substantial completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

1.06 SPARE PARTS AND MAINTENANCE MATERIALS

A. Provide products, spare parts, and maintenance materials in quantities specified in each section, in addition to that used for construction of work. Delivery to OWNER and obtain receipt prior to final payment.

1.07 EVIDENCE OF PAYMENT AND RELEASE OF LIENS

A. Submit complete and legally effective releases or waivers of all liens filed in connection with the work in compliance with Contract Documents.

1.08 FINAL APPLICATION FOR PAYMENT

A. Submit final application for payment in accordance with procedures and requirements stated in the Contract Conditions.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

PART 4 MEASUREMENT AND PAYMENT

4.01 BASIS OF PAYMENT

A. Unless otherwise specified in the Contract Documents, the cost of complying with this section of the specifications shall be included in the various lump sum and unit prices in the contract.

SECTION 02703 TRENCHING AND BACKFILLING FOR PIPING

PART 1 GENERAL

1.01 SCOPE

A. The work specified in this section consists of the excavation, bedding, and backfilling of trenches for water main, storm sewer, sanitary sewer, force main, irrigation lines, and utility lines. Also included is the excavation and backfilling of pertinent structures, such as manholes, inlets, pump stations, etc.

1.02 REFERENCES

- A. Referenced standards or specifications such as ASTM, AASHTO, or AWWA, shall be the latest edition.
- B. Stantec Specifications Sections:

02817 CLEARING AND GRUBBING 02820 EXCAVATION AND EMBANKMENT

C. Attachments

Figure A (Section 02703)

1.03 SUPPLEMENTAL REQUIREMENTS

A. The requirements in this section are the minimum for this project. Any additional requirements stated in the Contract Documents or otherwise specified by the manufacturer or any governmental agency in a permit, code, or ordinance shall take precedence over the requirements of this section.

1.04 SUBSURFACE CONDITIONS

- A. The CONTRACTOR shall be responsible for determining the subsurface conditions in areas where excavation can be anticipated. The type of soil, depth and thickness of rock and unsuitable materials, ground water table, and other factors that affect cost shall be evaluated prior to submitting a bid.
- B. The method used to determine subsurface conditions shall be the responsibility of the CONTRACTOR. Soil borings (if provided) only supply information in the exact location of each boring; therefore, on-site exploration of the subsurface is the CONTRACTOR's responsibility. All on-site exploration shall be scheduled with the OWNER and coordinated with jurisdictional agencies and utility companies.

1.05 PROTECTION

A. With the exception of sheeted excavations for deep pipe installations, wet wells or other poured in place construction activity, all excavations or trenches shall be backfilled immediately after the work is completed. The CONTRACTOR shall plan the daily construction activity whereby trenches are backfilled and compacted in accordance with the accompanying specifications at the end of each work day. Should it be necessary for reasons other than standard construction procedures to leave an excavation open the

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- CONTRACTOR shall isolate and protect the workers and the general public from the entire excavation by barricades, fences, signs, lights or other devices required by the contract documents and/or local agency codes.
- B. The CONTRACTOR shall comply with the applicable trench safety standards specifically set forth in Florida's Trench Safety Act.
- C. Pavement, sidewalk, driveway, curb and gutter, and other structures shall be protected from damage during excavation wherever possible and as directed in the Contract Documents.

PART 2 PRODUCTS

2.01 BEDDING MATERIALS

- A. Crushed stone bedding material: Crushed, washed, and graded in accordance with ASTM C-33, gradation 67.
- B. Sand bedding: Clean sand, free of clay, silt, debris, roots, vegetation, or rock larger than one-half inch in diameter.
- C. Clean 3/8 inch washed shell material.

2.02 BACKFILLING MATERIALS

- A. Select fill: Materials excavated from the limits of construction or imported that conform to AASHTO Standard M-145, Groups A-1 and A-3 and free of rocks or gravel, clay, silt, debris, roots and vegetation.
- B. Common fill: Material that conforms to AASHTO Standard M-145, Groups A-1, A-2, or A-3, free of rocks or gravel, clay, silt, debris, roots and vegetation.

PART 3 EXECUTION

3.01 PREPARATION

- A. Investigate existing conditions and identify line and grade stakes as applicable. Arrange for placement of materials required to minimize the duration of open trenches or excavated areas.
- B. Install well points or other approved methods of dewatering as required so that the discharged water complies with all pertinent ordinances, codes, permits, or requirements of the Contract Documents.
- C. Implement traffic control and protective devices as may be applicable.
- D. For pipe lines placed above the natural ground, embankment shall be placed and compacted to an elevation of at least two feet above the top of the pipe and to a width equal to four pipe diameters prior to trench excavation. The minimum side slopes shall be six feet (horizontal) to one foot (vertical).

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3.02 CLEARING AND GRUBBING

- A. Prior to trench excavation, the existing surface that will be disturbed by the excavation operation shall be cleared and grubbed in accordance with Stantec Specification Section 02817 CLEARING AND GRUBBING.
- B. The limits of clearing and grubbing for this section shall be as shown on the plans or as otherwise specified in the Contract Documents. Where the clearing limits are not shown or stated, the limits of clearing and grubbing shall be the smallest area that will facilitate the construction of work specified.

3.03 TRENCH WIDTH

- A. Trenches for pipe construction shall be excavated to a width that will provide enough working space next to the pipe and facilitate proper compaction of backfill material around the haunches of the pipe. All such trench excavation shall comply with the manufacturer's recommendations for the type of pipe used.
- B. Excavation for structures such as manholes, inlets, pump stations, etc. shall be large enough to provide adequate working room. A minimum distance of two feet shall be provided between the outside edge of the structures and the side or wall of the excavation to allow for proper backfilling and compaction.

3.04. EXCAVATION

- A. All trenches shall be excavated by open cut unless otherwise indicated in the Contract Documents.
- B. The length of the open cut trench that is excavated ahead of the pipe laying operation shall not exceed half of the normal daily production length. The excavation and pipe laying operation shall be coordinated so that all pipe laid in one day is fully backfilled except for the last length of pipe in an unfinished run between structures.

3.05 ROCK EXCAVATION

A. Where rock is encountered during the performance of work specified in this section, the rock shall be excavated in accordance with Stantec Specifications Section 02820 EXCAVATION AND EMBANKMENT.

3.06 UNSUITABLE MATERIALS

A. Where materials unsuitable for backfilling are encountered during trench excavation, these materials shall be separated from the suitable materials and disposed of off-site or utilized on-site in embankment areas as authorized by the OWNER's Representative.

3.07 REPLACEMENT MATERIAL

A. Where unsuitable material including rock larger than six inches is excavated and hauled off-site, replacement material shall be acquired from on-site excavation as provided by the Contract Documents or as authorized by the OWNER. Where replacement material is not available from the site, the CONTRACTOR shall furnish fill material from an off-site

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borrow source. Only materials that conform to Article 2.02 of this section may be used for backfilling operations unless otherwise specified in the Contract Documents or authorized in writing by the OWNER's Representative.

3.08 PREPARATION OF TRENCH BOTTOM

- A. Where rock is encountered at the bottom of the trench, the trench shall be undercut to a depth of at least six inches below the bottom of the pipe to allow for a bedding cushion above the rock.
- B. Where muck, roots or other organic materials are encountered at the bottom of the trench, the trench shall be undercut to remove the unsuitable material to the satisfaction of the OWNER's Representative.
- C. The CONTRACTOR shall dewater the excavation operation as required to provide a dry trench bottom. Prior to beginning work CONTRACTOR shall prepare their dewatering plan and obtain all necessary permits.

3.09 BEDDING

- A. Where the exposed material at the bottom of the trench meets the requirements of Article 2.01 this section, the existing material may be used as bedding, provided it is compacted.
- B. Where the bottom of the trench has been undercut to remove rock or unsuitable material, the bottom shall be brought up to grade by placing and compacting bedding materials conforming to the requirements of Article 2.01 this section.
- C. In exceptionally wet conditions, the CONTRACTOR may request permission from the OWNER's representative to lay the pipe in water. If that request is authorized, the CONTRACTOR shall undercut the existing bottom a minimum of six inches and replace with "bedding material" conforming to Article 2.01A or 2.01C this section. This bedding material shall be tamped and consolidated to provide a solid and unyielding base for the pipe. During this operation, the CONTRACTOR shall continue the dewatering process to facilitate adequate installation of the pipe or structure and to permit observation of the process by the OWNER's representative. The additional undercut excavation, crushed stone bedding, and other associated costs shall be at the CONTRACTOR's expense and no extra compensation will be allowed.

3.10 BACKFILLING

- A. Backfilling of pipe trenches shall be done in three stages as follows:
 - 1. First Stage: Material above the bedding and beneath the haunches compacted in six-inch layers.
 - 2. Second Stage: Material along the sides of the pipe up to at least one foot above the top of the pipe compacted in six-inch layers.
 - 3. Third Stage: Material above the second stage up to the bottom of the subgrade or the finished surface as applicable compacted in 12-inch layers.

- B. Backfilling of structures shall be done in 12- inch compacted layers up to the top of the completed or partially completed structure.
- C. Materials used for backfilling shall comply with the requirements of Article 2.02 this section or as otherwise authorized in writing by the OWNER's representative. For backfilling of pipe, "Select Fill" shall be used for the first and second stages. "Common Fill" shall be used for the third stage of pipe backfill and for backfilling structures.

3.11 COMPACTION

- A. The compaction requirements for backfilling pipe trenches and around structures are listed below under the following categories. These requirements are the minimum percentages of the maximum density determined by the "Modified Proctor Density" (ASTM D-1557).
 - 1. Under and adjacent (within ten feet) to pavement shall be 95 percent except within three feet of bottom of subbase grade it shall be 98 percent.
 - 2. Not under pavement: Any area outside the 10 feet referred to above shall be 95% for all stages.
 - These requirements are the minimum percentages of the maximum density determined by the "Modified Proctor Density" (ASTM D-1557).
 - 3. Under and adjacent (within ten feet) to structures shall be 95 percent except within three feet of finished grade it shall be 98 percent.
- B. The CONTRACTOR shall add water or dry out the material used for backfilling until the moisture content is within two percent of the optimum moisture required to achieve the maximum compaction.
- C. A density test shall be taken for each 300 lineal foot section of trench or part thereof for each layer.
- D. A density test shall be taken for every other layer for each structure.

PART 4 MEASUREMENT AND PAYMENT

4.01 BASIS OF PAYMENT

A. Unless otherwise specified in the Contract Documents, the cost of trenching and backfilling shall be included in the various lump sum and unit prices in the contract.

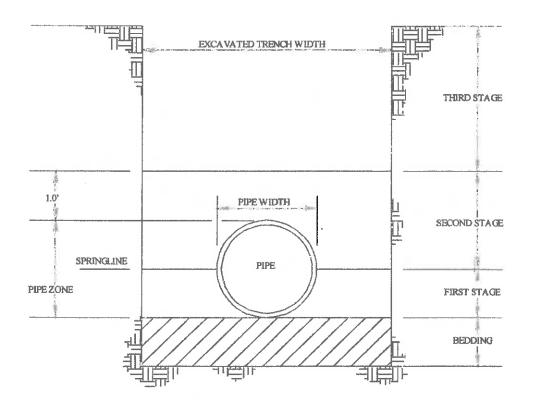


FIGURE A

N.T.S.

SECTION 02704 TEMPORARY TRAFFIC CONTROL

PART 1 GENERAL

1.01 SCOPE

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- A. This section specifies temporary traffic control for the project as shown on the plans and/or called for in the specifications. In general, all temporary traffic control shall comply with the latest editions of the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction, herein referred to as FDOTSPEC, the Florida Department of Transportation's <a href="Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 600, and the Federal Highway Administration's Manual on Uniform Traffic Control Devices, Part 6, Temporary Traffic Control.
- B. The main objective of this section is to provide safe and efficient movement of vehicles, bicyclists and pedestrians through or around the work zone, and protect workers and equipment from the traveling public.

The secondary objective of this section is to provide efficient completion of the construction or maintenance activity causing the interruption of normal roadway use, and protection of the work in progress.

1.02 SPECIFICATIONS AND STANDARDS

A. The work specified in this section shall be in accordance with the documents identified in Article 1.01.A. and the requirements of the authority having jurisdiction over the operation and maintenance of the roadway, bicycle and/or pedestrian path.

PART 2 PRODUCTS

2.01 MATERIALS

A. All materials used for temporary traffic control, including but not limited to signs, signals, pavement markings, channelizing devices, warning lights and barriers shall meet the requirements of the documents identified in Articles 1.01.A. and 1.02.A.

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

A. All work required for temporary traffic control shall be executed in accordance with the requirements of the documents identified in Articles 1.01.A. and 1.02.A.

3.02 SPECIFIC REQUIREMENTS

- A. In addition to the CONTRACTOR providing a worksite traffic supervisor in accordance with FDOTSPEC Section 102-3.2, the Traffic Control Plan (TCP) shall be installed, maintained and removed under the direct supervision of an individual who is certified by a Florida Department of Transportation (FDOT) approved training agency, which meets the FDOT's maintenance of traffic training requirement for intermediate or advanced training.
- B. The CONTRACTOR will maintain the existing number of lanes of traffic in each direction at all times by using existing or constructing temporary pavement. There shall be no lane closures or road closures without the prior written approval of the ENGINEER and the authority having jurisdiction over the operation and maintenance of the roadway.
- C. The CONTRACTOR shall not provide detours to re-route vehicle, bicycle and/or pedestrian traffic around the work zone without prior written approval from the ENGINEER and the authority having jurisdiction over the operation and maintenance of the roadways.
- D. If approved by the ENGINEER and the authority having jurisdiction over the operation and maintenance of the roadway, the CONTRACTOR may concurrently construct portions of the work from different phases.
- E. If the CONTRACTOR cannot maintain the existing access to a current residence or business, then the CONTRACTOR shall provide an alternate access, as approved by the ENGINEER.
- F. All surfaces used to maintain traffic through the work zone shall be paved.
- G. Any alterations to the approved traffic patterns must be reviewed and approved by the ENGINEER prior to implementation, unless the alterations are required to avoid eminent danger to the public or the workers present within the approved work zone.
- H. All temporary traffic control devices shall be removed as soon as practical when they are no longer needed. When work is suspended for short periods of time, temporary traffic control devices that are no longer appropriate shall be removed or covered.

PART 4 MEASUREMENT AND PAYMENT

4.01 BASIS OF PAYMENT

A. Payment for temporary traffic control shall be on a lump sum basis in accordance with the accepted proposal. Such payment shall constitute full compensation for furnishing all labor, materials, and equipment necessary to complete the construction in accordance with the plans and specifications.

SECTION 02705 RESTORATION AND GENERAL REQUIREMENTS

PART 1 GENERAL

1.01 SCOPE

A. The work specified in this section consists of restoring existing surfaces or any improvements such as but not limited to pavement, curb and gutter, sidewalk, structures, signs, or landscaping damaged during construction.

1.02 SPECIFICATIONS AND STANDARDS REFERENCE

- A. Any reference to a supplementary specification or standard such as ASTM, AWWA, AASHTO, is intended to be a reference to the latest edition of that specification or standard.
- B. All references to "FDOTSPEC" shall mean the latest edition of the "Florida Department of Transportation Standard Specifications for Road and Bridge Construction."
- C. Stantec Specifications Section:

02703 TRENCHING AND BACKFILLING FOR PIPING

PART 2 PRODUCTS

2.01 MATERIALS

- A Flexible Pavement: Comply with requirements of Sections 901, 902, 911, 913, 914, 916, and 917 of the FDOTSPEC.
- B. Concrete Pavement, Driveway, Sidewalk, Curb and Gutter: Comply with requirements of Sections 901, 902, 921, 923, 924, and 925 of the FDOTSPEC.
- C. Grassing: Comply with requirements of Section 981, 982, and 983 of the FDOTSPEC.

PART 3 EXECUTION

3.01 GENERAL

- A. Existing property damaged during construction shall be restored to a condition at least equal to the original condition of the property, unless otherwise specified in the Contract Documents.
- B. Existing roadway or drainage improvements damaged within a roadway or drainage right-of-way or easement shall be restored in accordance with the requirements of the state, county, and city agencies having jurisdiction thereof.

3.02 UNDERGROUND FACILITIES

- A. Existing underground utilities and drainage systems damaged during construction shall be immediately repaired to the specifications of the owner of the damaged system. Where the utility owner elects to make said repairs under their direction, the CONTRACTOR shall pay for such repair costs directly.
- B. Where damage to existing underground utilities is anticipated due to unavoidable conflicts, the CONTRACTOR shall construct their work so as to cause the least amount of interruption of service as possible.
- C. Where construction changes the land surface elevation and existing valve boxes are present, the valve box will be extended or reduced by means of new extension pieces of proper length for the finished grade.

3.03 TRENCHING AND BACKFILLING

A. Any trenching and backfilling required to satisfy the requirements of this section shall be in accordance with Section 02703, TRENCHING AND BACKFILLING FOR PIPING.

3.04 PAVEMENT CUTS

- A. On dead end streets, collector streets, and high traffic streets, trenching and pipe laying shall be performed in such a manner that at least one-way traffic is maintained at all times.
- B. All trench lines across existing pavements, driveways, sidewalks, curbs, etc. shall be saw cut in straight parallel lines prior to trench excavation.
- C. CONTRACTOR shall exercise care to minimize amount of pavement, sidewalk, driveways, and curbing to be removed.

3.05 CONCRETE PAVEMENT, CURB AND GUTTER, ETC.

- A. Concrete pavement, driveway, sidewalk, and curb and gutter damaged during construction shall be restored to the same dimensions as that removed or as specified in the Contract Documents. All such restoration shall be in accordance with the applicable Sections 345, 350, 520, 522, of FDOTSPEC.
- B. Prior to placing concrete, the subgrade shall be compacted to at least 98% of the maximum density determined by the "Modified Proctor Density" (ASTM D-1557).

3.06 FLEXIBLE PAVEMENT

A. Stabilized subgrade damaged during construction shall be restored in accordance with Section 160 of FDOTSPEC. The restored stabilized subgrade shall have a minimum bearing value of LBR-40, and be compacted to at least 98% of the maximum density determined by the "Modified Proctor Density" (ASTM D-1557).

- B. Soil cement or shell base damaged during construction shall be restored in accordance with Section 200 of FDOTSPEC. The minimum density of the restored base shall be 98% of the maximum density determined by the "Modified Proctor Density" (ASTM D-1557). After completion of the base course, a bituminous prime coat shall be applied in accordance with Section 300 of FDOTSPEC when applicable prior to placement of asphalt surface course.
- C. Asphalt surfaces damaged during construction shall be replaced with a similar surface in accordance with Section 330 of FDOTSPEC. The material used shall be the same type and the thickness of that damaged, except that the minimum thickness shall be one inch. In the case of multiple layers, each layer or course of the damaged asphalt surface shall be reconstructed to duplicate the original.

3.07 LANDSCAPING AND MISCELLANEOUS

- A. Trees and bushes damaged during construction shall be removed and replaced with equal size and type by the CONTRACTOR at their expense unless otherwise specified in the Contract Documents.
- B. Grassed areas damaged during construction shall be repaired with the same type sod unless otherwise specified in the Contract Documents.
- C. Sodding and grassing and mulching operations shall begin within a maximum of three (3) weeks after utility installation, except in cases of front and back slopes which shall be done immediately following installation completion. Any yards or part of right-of-way in front of private property, that has a grass mat, shall be re-sod with like sod. CONTRACTOR shall maintain disturbed areas until acceptable vegetation is re-established.
- D. Areas without established grass mats in front of vacant lands shall be restored by seeding and mulching. The grass mat shall be restored to the required design or finished grade to permit proper drainage.
- E. Unimproved areas such as an open field or lot having its surface disturbed during construction shall be graded to duplicate the existing conditions and seeded and mulched unless otherwise specified in the Contract Documents.
- F. Any damage to an existing irrigation system caused by the construction operations shall be repaired by the CONTRACTOR prior to the installation of sod, seed, or other landscaping unless otherwise specified in the Contract Documents.
- G. Mailboxes, railroad ties, or any other miscellaneous items damaged during construction shall be repaired to the satisfaction of the OWNER's representative unless otherwise specified in the Contract Documents.

3.08 DENSITY TESTS

A. Density tests shall be performed in accordance with 3.08B and elsewhere in the specifications as may apply. The CONTRACTOR shall pay for all tests related to restoration work.

- B. Field density tests shall be required for each stage of fill, stabilized subgrade, soil cement base, and asphalt surface in accordance with the frequency listed below unless otherwise authorized by the OWNER's representative.
 - * Transverse Trench Crossing one/location/stage
 - * Longitudinal Trench one/300 LF/stage
 - * Pavement Repair one/1000 SY/stage
- C. Concrete shall be tested for slump, air content, and compressive strength every 50 cubic yards for continuous pours. For smaller volume work, the same tests shall be taken for each separate pour. A minimum of four (4) sample cylinders shall be made when testing for compressive strength.

3.09 GENERAL REQUIREMENTS

- A. Maintenance of Service CONTRACTOR shall provide facilities and be responsible for protection of all structures, buildings and utilities, underground, on the surface, or above ground, against trenching, dewatering or any other activity connected with work covered by this modifications of existing utilities, CONTRACTOR shall provide for maintaining continuous water electric, telephone, gas, sewage and other utilities, to all present customers of such utilities unless approval is obtained in writing from the utility company or OWNER for the interruption of such services.
- B. Existing Facilities Underground structures shown on the plans are according to the best available information, but it shall be the responsibility of the CONTRACTOR to acquaint himself with the exact location and to avoid conflict with all existing facilities. Where underground structures are damaged, they shall be immediately repaired to the specifications of the owner of the utility. If the owner of the utility elects to make such repairs with their own forces, CONTRACTOR shall make arrangements as to protect the OWNER from all damages. Where such conflicts are unavoidable, every effort shall be made to construct the work so as to cause as little interference as possible with services rendered by the structure disturbed.
- C. Utility Installation Permits CONTRACTOR shall obtain necessary permits for construction across public and private property, streets, railroads, telephone lines, power lines, etc. CONTRACTOR shall abide by all rules, regulations and requirements of the owner of such property in regard to construction under this contract, including giving of notices, provisions for inspection and employment of such methods of construction as may be required. Costs of any permits shall be incidental to construction and reflected in unit prices bid.
- D. Work in State Rights-of-Way Construction in state rights-of-way shall comply with the State of Florida Department of Transportation (FDOT) Utility Accommodation Guide.
- E. Work in County/City Rights-of-Way Construction in county/city rights-of-way shall comply with the utility accommodation manual for the agency having jurisdiction.

F. Clearing of Excavation Corridor - Only items necessary to provide adequate work space including space for hubs, batter boards, and equipment shall be removed within the right-of-way, easement, or designated construction corridor. Trees, shrubbery, poles, mailboxes, and other items not to be removed shall be protected from damage during construction. When necessary to cut tree roots and branches, such cutting shall be performed with saws in a neat and workmanlike manner.

PART 4 MEASUREMENT AND PAYMENT

4.01 BASIS OF PAYMENT

A. There shall be no separate payment for any work defined in this section. The cost of any such restoration work shall be included in the various work items that necessitate the restoration unless otherwise specified in the Contract Documents. Any reference to unit price payment in the FDOTSPEC shall not be applicable.

END OF SECTION 02705

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SECTION 02707 STORM SEWERS, PIPE AND STRUCTURES

PART 1 GENERAL

1.01 SCOPE

A. Work specified in this section consists of furnishing and installing a storm drainage system with all the component parts specified in the Contract Documents. Included are storm sewers, pipe culverts, manholes, crossing boxes, inlets, catch basins, pipe end treatments, restoration, and other similar items defined in this section.

1.02 SPECIFICATION AND STANDARDS REFERENCE

- A. Where supplementary specifications or standards such as ASTM, AWWA, AASHTO, etc., are referenced, such references shall be the latest edition.
- B. Stantec Specifications Sections:

02703 TRENCHING AND BACKFILLING FOR PIPING 02705 RESTORATION AND GENERAL REQUIREMENTS

- C. All references to "FDOTSPEC" shall mean the latest edition of the "Florida Department of Transportation Standard Specifications for Road and Bridge Construction".
- D. All references to "FDOT INDEX BOOK" shall mean the latest edition of the "FDOT Roadway and Traffic Design Standards".

PART 2 PRODUCTS

2.01 CORRUGATED ALUMINUM ALLOY CULVERTS

A. Aluminum alloy culvert pipe shall meet requirements of Section 945, FDOTSPEC. Where bituminous-coated aluminum pipe is specified, bituminous coating shall meet requirements of AASHTO M 190, for Type A, (Fully Bituminous Coated).

2.02 CORRUGATED STEEL PIPE AND PIPE ARCH

A. Corrugated steel pipe, including round culvert pipe, pipe arch and under-drain, and coupling bands for each type, shall conform to requirements of Section 943, FDOTSPEC. Corrugated steel pipe shall be bituminous coated, both sides, in accordance with requirements of AASHTO M 190, Type A, (Fully Bituminous Coated).

2.03 REINFORCED CONCRETE PIPE

Reinforced concrete pipe materials shall conform to Section 941, FDOTSPEC.

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- B. Reinforced Concrete Pipe (Round) Unless otherwise specified, reinforced concrete pipe shall meet the requirements of ASTM Designation C 76, "Standard Specification for Reinforced Concrete Pipe", Class III, Wall Thickness B. Lifting holes will not be permitted in pipe. CONTRACTOR shall only use pipe joint lubricants supplied by or recommended by pipe manufacturer. Lubricant shall be water-soluble, non-toxic, and inhibitor to bacterial growth, and shall be non-detrimental to the elastromeric seal and pipe. Mineral oil, petroleum jelly, hydrogenated vegetable fat (i.e. Crisco(r), cooking oil, grease, etc.) shall not be used. Joints for round reinforced concrete pipe shall be made by use of "O-Ring", round synthetic rubber gaskets meeting the requirements of Sections 430-7 and 942-1, FDOTSPEC. An 18-inch wide Mirafi wrap shall be centered on each joint.
- C. Reinforced Concrete Pipe (Elliptical) Elliptical concrete pipe shall meet the requirements of ASTM C 507, except exceptions and modifications to ASTM C 76, as specified in Section 941-1.3, FDOTSPEC shall apply also to elliptical pipe. Standard elliptical pipe shall meet requirements of Table I for Class HE-III and special elliptical pipe shall meet requirements of Table I for Class HE-IV. Lifting holes will not be permitted in pipe. Joints for elliptical concrete pipe shall be designed in accordance with ASTM C443 and AASHTO M198 and provide a rubber gasketed watertight connection. For pipe sizes greater than 58" X 91" use same joint as arch pipe. An 18-inch wide Mirafi wrap shall be centered on each joint.
- D. Reinforced Concrete Pipe (Arch Pipe) Arch concrete pipe shall meet the requirements of ASTM C 506, except exceptions and modifications to ASTM C 76, as specified in 941.1.3., FDOTSPEC shall apply where applicable to arch pipe. Lifting holes will not be permitted in pipe. Joints for arch concrete pipe field joints for arch concrete pipe shall be made with a pre-formed plastic gasket material. Gasket material shall meet the requirements of Section 942-2, FDOTSPEC. Material shall be "Ram Nek" as manufactured by K.T. Snyder Co. or approved equal. An 18-inch wide Mirafi wrap shall be centered on each joint.

2.04 CORRUGATED POLYETHYLENE PIPE

A. Corrugated polyethylene pipe shall meet the requirements of AASHTO M294 specification except size range shall be expanded through 36-inch diameter. Minimum pipe values shall be as follows:

DIAMETER	INTERIOR	PIPE STIFFNESS	N FACTOR
12"	Smooth	45 psi	.12
15"	Smooth	42 psi	.12
18"	Smooth	40 psi	.12
24"	Smooth	34 psi	.12
30"	Smooth	28 psi	.12
36"	Smooth	22 psi	.12

2.05 MORTAR, BRICK, AND REINFORCING BARS

A. Mortar used for constructing and plastering manholes, catch basins, drop inlets and junction boxes shall meet the requirements of ASTM Specification Serial Designation C 270. CONTRACTOR shall use either a Portland cement-hydrated lime mixture cement or a Portland cement mixture with masonry cement added for improved workability. However, the same materials must be used throughout the project. Mortar materials shall be proportioned by volume and shall be as follows:

One (1) part Type I Portland Cement - ASTM C-150
Three (3) parts Aggregate (sand) - ASTM C-144
Addition of masonry cement, ASTM C-91 will be permitted to improve workability of mortar.

- B. Brick used in construction of manholes, catch basins, drop inlets and junction boxes shall be Portland cement concrete meeting the requirements of ASTM Serial Designation C-55, Grade P II.
- C. All bars shall be deformed Reinforcing Steel and shall meet the requirements of Specifications for Billet-Steel Bars for Concrete Reinforcement (ASTM A-15), and to Specifications for Deformation on Deformed Steel Bars (ASTM A-305) for concrete reinforcement. All bars shall be lapped and placed in accordance with ACI Requirements and Specifications.

2.06 STRUCTURES

A. Structures shall be precast or cast in place. Work specified in this section shall consist of furnishing all concrete, reinforcing steel, ties, forms, labor, materials, and placing of all embedded pipe sleeves, fixtures, joist anchors, etc., necessary to complete the work shown on the plans and specified herein, all in accordance with the Southern Building Code and the American Concrete Institute Building Code Requirements for Reinforced Concrete (ACI 318). All concrete shall develop 3,000 psi compressive strength in 28 days. Coarse aggregate shall be no smaller than 1/2-inch in diameter.

2.07 IRON CASTINGS

A. Frames, covers and gratings shall be of the type and duty shown on the plans. Iron castings shall conform to ASTM A-48, Class 30, gray cast iron. All castings shall be true to pattern in form and dimension, free from faults or other defects. Bearing surfaces between cast frames, cover and grates shall be machined fitted together and match-marked to prevent rocking. All covers shall have a concealed type pickhole (non-penetrating), and shall have the words "storm sewer" cast thereon.

2.08 CROSSING BOXES (CONFLICT BOXES)

A. Conflict boxes shall be constructed at the location and depth indicated on the plans and in accordance with details shown.

PART 3 EXECUTION

3.01 GENERAL

A. Pipe and structures shall be constructed at the location and elevations specified on the plans and in accordance with the details specified in the Contract Documents.

3.02 TRENCHING AND BACKFILLING

A. Excavation, bedding, and backfilling of trenches during the construction of a storm drainage system shall comply with the requirements of Stantec Specifications Section 02703, TRENCHING AND BACKFILLING.

3.03 MATERIAL HANDLING

A. Pipe and accessories shall be loaded and unloaded by lifting with hoists or skidding in a manner that will avoid shock or damage. Under no circumstances shall such materials be dropped. Pipe handled on skidways shall not be skidded or rolled against pipe already on the ground. In distributing material at the site of the work, each piece shall be off-loaded near the place where it is to be laid in the trench.

3.04 PIPE LAYING

- A. In general, corrugated metal pipe shall be installed in accordance with the Handbook for Steel Drainage and Highway Construction Products, published by the American Iron and Steel Institute. In general, concrete pipe shall be installed in accordance with the Concrete Pipe Installation Manual, published by the American Concrete Pipe Association.
- B. Laying of pipe in finished trenches shall be commenced at the lowest point, and shall progress up-grade. All pipe shall be carefully laid, true to the lines and grades given, with hubs upgrade and tongue end fully entered into the hub. When pipe with quadrant reinforcement, or circular pipe with elliptical reinforcement is used, pipe shall be installed in a position such that manufacturer's marks designating "top" and "bottom" of the pipe shall not be more than five degrees from the vertical plane through the longitudinal axis of the pipe. Any pipe that is not in true alignment or which shows any settlement after laying shall be taken up and re-laid without additional compensation. Pipe and joints shall be kept clean at all times.

3.05 SAND CEMENT RIP RAP

A. Where the plans and specifications call for sand cement construction, bags shall be made of burlap. Paper bags will not be permitted.

3.06 PIPE END TREATMENTS

- A. Where storm drains connect to a lake, location of the headwall or end section shown on the plans shall be adjusted to fit the slope of the lake bank. Length of pipe at each end treatment shall be adjusted accordingly, and the quantity of pipe paid for shall be the actual length installed.
- B. If mitered ends are called for on the plans, mitered end section shall be constructed so that the top of the pipe end will match and intersect the designed slope of the lake bank, and the concrete collar slope shall conform to the mitered end detail.

C. Storm drainage CONTRACTOR and lake excavation CONTRACTOR shall coordinate the location and installation of the headwall or mitered end section to be constructed at the lake bank. All "field adjustments" to end treatment location or elevation shall be approved by the ENGINEER of Record prior to construction.

3.07 JOINING ARCH CONCRETE PIPE

- A. Joint Design CONTRACTOR shall furnish the ENGINEER with details in regard to configuration of the joint and the amount of gasket material required to affect a satisfactory seal. Joint surfaces which are to be in contact with the gasket material shall not be brushed or wiped with a cement slurry. Minor voids may be filled with cement slurry provided that all excess cement slurry is removed from the joint surface at the point of manufacture.
- B. Primer Prior to application of gasket material, a primer of the type recommended by the manufacturer of the gasket material shall be applied to all joint surfaces which are to be in contact with the gasket material. The surface to be primed shall be thoroughly cleaned and dry when primer is applied.
- C. Application of Gasket Prior to placing a section of pipe in the trench, gasket material shall be applied to form a continuous gasket around the entire circumference of the leading edge of the tongue. The paper wrapper on the exterior surface of the gasket materials shall be left in place until immediately prior to joining of sections. The gasket material shall be checked to assure it is bonded to the joint surface, immediately prior to placing a joint in the trench. Plastic gasket material shall be applied only to surfaces which are dry. A hand heating device shall be kept at the job site to dry joint surfaces immediately before application of the plastic gasket material. When the atmospheric temperature is below 60°F, plastic joint seal gaskets shall either be stored in an area warmed to above 70°F, or artificially warmed to this temperature in a manner satisfactory to the ENGINEER.
- Installation of Arch Concrete Pipe Handling of a section of pipe after the gasket D. material has been affixed shall be carefully controlled to avoid displacement of gaskets or contamination of gasket material with dirt or other foreign material. Any gasket displaced or contaminated in handling of the pipe shall be removed and repositioned or replaced as directed. Pipe shall be installed in a dry trench. The bottom of the trench shall be carefully shaped so as to minimize the need for realignment of sections of pipe after they are placed in the trench. Care shall be taken to properly align each section of pipe to the gaskets coming into contact. Realignment of a joint after the gaskets come into contact tends to reduce the effectiveness of the seal and shall be held to a minimum. When pipes are joined, the entire joint shall be filled with gasket material and there shall be evidence of squeeze-out of gasket material for the entire internal and external circumference of the joint. Excess material on the interior of the pipe shall be trimmed to provide a smooth interior surface. After the pipe is in its final position, joint shall be carefully examined to determine the gasket material is satisfactorily adhering to all surfaces of the joint and the entire joint is filled with gasket material. If a joint is defective, the leading section of pipe shall be removed and the joint resealed.

E. In addition to the required gasketed joint, a filter fabric jacket shall be included. The filter fabric jacket shall conform to FDOT Miscellaneous Drainage Detail Index No. 280 Sheet 1.

3.08 INSTALLATION OF CORRUGATED POLYETHYLENE PIPE

- A. Pipe shall be joined by split corrugated couplings at least seven corrugations wide and exceeding soil tightness requirements of the AASHTO Standard Specifications for Highway Bridges Section 23 (2.23.2). Unless otherwise specified by the ENGINEER, a mastic type gasket shall be utilized.
- B. Pipe and accessories shall be unloaded by using skidways, hoists or dropping on non-paved areas, in a manner that does not damage the pipe.
- C. Pipe shall be installed in accordance with ASTM 2321 specifications.

3.09 PLACING OF CONCRETE FOR STRUCTURES

- A. Concrete shall be deposited in clean wet form as nearly as practicable in its final position to avoid segregation. Concrete placing shall be carried on at such a rate that the concrete is, at all times, plastic and flows readily into the spaces between the bars. Concreting shall be a continuous operation until the panel or section is completed. Walls and slabs shall be poured monolithically unless shown otherwise on the plans. All structural concrete shall be mechanically vibrated.
- B. No concrete shall be allowed a free fall of more than four feet or allowed to strike against a vertical or inclined surface or reinforcement above point of deposit. Placing by means of pumping may be allowed, contingent upon the adequacy of the equipment for this particular work. The operation of the pump shall be such that a continuous stream of concrete without air pockets is produced.
- C. Placing of concrete shall be so regulated the pressure caused by wet concrete shall not exceed that used in the design of the forms. After the concrete has taken its initial set, care shall be exercised to avoid jarring the forms or placing any strain on the ends of projecting reinforcement.
- D. Joints between the junction box and manhole walls and incoming and out-going pipes shall be sealed with Portland Cement Mortar to form a watertight joint. All pipes in manholes or catch basins shall be sawed off flush with the inside face of the structure and sawed ends of these pipes shall be grouted with Portland Cement Mortar to a smooth uniform covering with no steel exposed.

3.10 FINAL INSPECTION OF STORM WATER SYSTEM

A. Each sewer, upon completion, or at such time as the ENGINEER may direct, is to be cleaned and inspected. All repairs or alterations shown necessary by these inspections shall be made; all broken or cracked pipe removed; all excessive infiltration or exfiltration corrected; all deposits in pipe and manholes removed; and the sewer left clean, true to line and grade and ready for use. Each section of pipe from manhole to manhole is to show a full circle of light from either end. Each manhole shall be to the specified form and size, to the proper depth and watertight.

3.11 ADJUSTING EXISTING STRUCTURES

A. Existing manholes, catch basins, inlets, conflict boxes, monument boxes, etc., within the limits of the proposed work, that do not conform to the finished grade of the proposed pavement, or to the finished grade designated on the plans for such structures, shall be cut down or extended, and made to conform to the grade of the new pavement, or to the designated grade of the structure if outside of the proposed pavement area. The materials and construction methods for this work shall conform to the requirements specified above. Where manholes are to be raised, the adjustment may, at the CONTRACTOR's option, be made by the use of adjustable extension rings of the type which do not require the removal of the existing manhole frame. The extension device shall provide positive locking action and shall permit adjustment in height as well as diameter. The particular type of device used shall be submitted to the ENGINEER for review.

3.12 RESTORATION

A. Existing surfaces or property improvements damaged during the construction of work specified in this section shall be repaired in accordance with the requirements of Stantec Specifications Section 02705 RESTORATION AND GENERAL REQUIREMENTS.

PART 4 MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

A. The quantities of storm sewer and pipe culvert to be paid for under this section shall be the lengths of the various types and sizes of pipe satisfactorily completed according to the Contract Documents. The pay quantity shall be in linear feet measured along the centerline of the pipe with no deductions for manholes, inlets, crossing boxes, or catch basins.

For pipe other than the main line where the pipe connects to a manhole, inlet, conflict box, or catch basin, the measurement of the pipe shall extend to the center of the applicable structure.

Where a pipe terminates with a headwall, endwall, mitered end or other end treatment, the measurement of the pipe shall extend to the end of the pipe. This method also applies where pipe connects to a control structure, weir, or cast in place structures.

- B. The quantities for manholes, inlets, conflict boxes, and mitered end sections paid for under this section shall be the number of the various types and sizes satisfactorily completed according to the Contract Documents.
- C. The quantities of existing structure adjustment to be paid for under this section shall be the number of existing manholes, inlets, conflict boxes or other similar structure satisfactorily adjusted, unless otherwise specified.

4.02 BASIS OF PAYMENT

- A. The quantities, determined by the methods described above, shall be paid for at the contract unit prices established for each pay item. Such payment shall constitute full compensation for all work specified in this section including all labor, materials, equipment, and other incidental costs required to construct the work defined in this section.
- B. Unless otherwise specified in the Contract Documents, restoration work shall not be paid for separately. The cost of any such restoration work shall be included in the various work items that necessitate the restoration.

END OF SECTION 02707

SECTION 02813 SEEDING, MULCHING, AND SODDING

PART 1 GENERAL

1.01 DESCRIPTION

A. Work specified in this section consists of the required sodding, grassing and mulching, or hydro-seeding/mulching in conformity with the lines and grades shown on the plans.

PART 2 PRODUCTS

2.01 SODDING

- A. The sod shall be the same type of sod cleared/damaged during construction and shall be well matted with grass roots. It shall be sufficiently thick to secure a dense stand of live grass with a minimum thickness of two inches. The sod shall be live, fresh and uninjured at the time of planting. It shall be shaded and kept moist from the time of digging until planting.
- B. Fertilizer to be used shall be a standard balanced fertilizer, such as 6-6-6, 8-8-8, 10-10-10, with 25 percent organic.

2.02 GRASSING AND MULCHING

A. Seed

- 1. Unless other types of seed are called for in the plans or have been approved as an acceptable blend, permanent type grass seed shall be a mixture of 20 parts of Bermuda seed and 80 parts of Pensacola Bahia seed. Quick-growing type grass shall be species which will provide an early ground cover during the particular season when planting is done and will not later compete with the permanent grass. The separate types of seed used shall be thoroughly mixed immediately before sowing. Seed which has become wet shall not be used.
 - a. The Bermuda seed shall be an equal mixture of hulled and unhulled seed. The Pensacola Bahia seed shall be scarified seed, having a minimum active germination of 40 percent and a total germination of 85 percent. All seed shall meet the requirements of the State Department of Agriculture and Consumer Services and all applicable state laws.

B. Mulch

 Unless otherwise approved by the ENGINEER, the mulch material used shall normally be dry mulch. Dry mulch shall be straw or hay consisting of oat, rye or wheat straw, or of pangola, peanut, coastal bermuda or bahia grass hay. Only undeteriorated mulch which can readily be cut into the soil shall be used.

C. Fertilizer

 Commercial fertilizers shall comply with the state fertilizer laws. The numerical designations for fertilizer indicate the minimum percentages (respectively) of (1.) SECTION 02813

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total nitrogen, (2.) available phosphoric acid, and (3.) water soluble potash, contained in the fertilizer. The chemical designation shall be 12-8-8. At least 50 percent of the phosphoric acid shall be from normal super phosphate or an equivalent source which will provide a minimum of two units of sulfur. Unless otherwise approved by the ENGINEER, Type I fertilizer shall be used.

D. <u>Dolomitic Limestone</u>

Shall be an approved product, designated for agricultural use.

E. Water

 The water used in the grassing operations may be obtained from any approved spring, pond, lake, stream or municipal source. The water shall be free of excess and harmful chemicals, acids, alkalies or any substance which might be harmful to plant growth or obnoxious to local residents or traffic. Brackish or salt water shall not be used.

F. Fertilizer Spreader

1. The device for spreading fertilizer and dolomitic limestone shall be capable of uniformly distributing the material at the specified rate.

G. Seed Spreader

 The seed spreader shall be an approved mechanical hand spreader or other approved type of spreader.

H. Equipment for Cutting Mulch into Soil

 The mulching equipment shall be a type capable of cutting the specified materials uniformly into the soil and to the required depth. Harrows will not be allowed.

I. Rollers

 A cultipacker, traffic roller or other suitable equipment will be required for rolling the grassed areas.

2.03 HYDRO-SEEDING/MULCHING

- A. <u>Seed</u> (all seed shall meet the requirements of the State Department of Agriculture)
 - Argentine Bahia Scarified seed
 - Gulf Rye (or Brown Top Millet as approved) Note: to be used in conjunction with permanent type seed (1) above, during particular seasons when early ground cover is desired, as directed by the ENGINEER.

B. Mulch

1. The mulch material shall be wood cellulose fiber material for use in hydro-seeding slurry, especially prepared for this purpose, or an approved substitute.

10/24/03 35579 2. It shall be processed in such a manner that it will contain no growth-inhibiting or germination-inhibiting factors and shall be dyed an appropriate color for readily determining the rate of spread by visual observation. It shall be manufactured in such manner that after agitation in slurry tanks, with fertilizer, grass seed and water (and with other additives which may be approved for use), the fibers in the material will readily become uniformly suspended in the solution to form a homogeneous slurry; also that when the slurry is hydraulically sprayed on the ground, the mulch material will act to form a blotter-like ground cover impregnated uniformly with grass seed, and will allow the absorption of water and permit rainfall and watering to percolate to the undersoil.

The CONTRACTOR shall, if requested, submit appropriate certification from the producer or the supplier, that the material meets all of the above requirements, based upon laboratory and field tests of the product.

The air dry weight (as defined by the Technical Association of the Pulp and Paper Industry, for wood cellulose) shall be marked on each package by the producer.

C. Fertilizer

The fertilizer to be used shall be a standard balance fertilizer, such as 6-6-6, 8-8-8
or 10-10-10, with 25 percent organic unless otherwise recommended for any
particular area as approved by the ENGINEER. Select acid forms of recommended
fertilizer if pH adjustments is indicated by soil tests.

D. Water

1. The water used in the grassing operations may be obtained from any approved spring, pond, lake, stream or municipal water system. The water shall be free of excess and harmful chemicals, acids, alkalies, or any substance which might be harmful to plant growth or produce obnoxious odor. Salt water shall not be used.

E. Equipment

 The equipment for mixing the slurry and for applying the slurry over the areas to be seeded shall be especially designed for this purpose, and shall meet the approval of the ENGINEER. It shall be capable of applying a uniform slurry, (and of the mulch, when specified to be included), in a uniform application over the entire area to be hydro-seeded.

PART 3 EXECUTION

3.01 SODDING

- A. Immediately before the sod is placed, fertilizer shall be applied evenly at the equivalent rate of approximately 20 pounds of 6-6-6 per 1,000 square feet and shall be cut into the soil with suitable equipment.
- B. The sod shall be taken up in 12-inch by 12-inch squares, except where the plans may call for narrower strips. The sod shall be firmly embedded by light tamping.

- C. After the sod has been placed, it shall be thoroughly watered. Water shall not be applied between the hours of 8:00 AM and 4:00 PM.
- D. Sodding includes maintaining sod until growth is established. All erosion, siltation and maintaining grades is the responsibility of the CONTRACTOR until the ENGINEER determines root system has adequately "survived" and taken "hold".

3.02 GRASSING AND MULCHING

- A. Fertilizing, seeding or mulching operations will not be permitted when wind velocities exceed 15 miles per hour. Seed shall be sown only when the soil is moist and in proper condition to induce growth. No seeding shall be done when the ground is frozen, unduly wet or otherwise not in a tillable condition.
- B. Whenever a suitable length of roadway slopes or adjacent areas has been graded, it shall be made ready, approved by the ENGINEER, and grassed in accordance with these specifications. Grassing shall be incorporated into the project at the earliest practical time in the life of the contract.
- C. All grassing shall be completed on shoulder areas prior to the placement of the friction course on adjacent pavement.
- D. The several operations involved in the work shall proceed in the following sequence: Fertilizing (and/or application of limestone) and preparation of the ground, spreading of mulch, seeding, cutting-in mulch and rolling.
- E. The ground over which the seed is to be sown shall be prepared by disk-harrowing and thoroughly pulverizing the soil to a suitable depth. The prepared soil shall be loose and reasonably smooth. It shall be reasonably free of large clods, roots, and other material which will interfere with the work or subsequent mowing and maintenance operation. No subsequent operations shall be commenced until the ENGINEER has approved the condition of the prepared areas.
- F. The fertilizer and/or limestone shall be spread uniformly in one or more applications as specified below:
 - 1. An initial application of 500 pounds per acre.
 - Unless otherwise directed, a second application of 400 to 500 pounds per acre shall be applied within 90 calendar days after the initial application on projects which have not been accepted prior to this time.
 - 3. Unless otherwise directed, a third application of 400 to 500 pounds per acre shall be applied within 270 to 360 calendar days after the initial application on projects which have not been accepted prior to this time.
- G. On steep slopes or other areas where machine-spreading may not be practicable, the spreading may be done by hand. Immediately after the fertilizer is spread, it shall be mixed with the soil to a depth of approximately four inches.
- H. The plans or special provisions may designate that a separate application of fertilizer and/or dolomitic limestone be made subsequent to other operations.

- 1. While the soil is still loose and moist, the seed shall be scattered uniformly over the grassing area. Unless shown otherwise in the plans or the special provisions, the rate of spread for the permanent type seed mixture shall be 150 pounds per acre.
- J. Seed of an approved quick-growing species of grass, such as rye, Italian rye, millet, or other cereal grass, shall be spread in conjunction with the permanent type seed mixture. The type of quick-growing seed used shall be appropriate to provide an early ground cover during the particular season when planting is done. The rate of spread shall be 30 pounds per acre.
- K. When mulching, approximately two inches, loose thickness, of the mulch material shall then be applied uniformly over the seeded area, and the mulch material cut into the soil with the equipment specified, so as to produce a loose mulched thickness of three to four inches. Care shall be exercised that the materials are not cut too deeply into the soil.
- L. Immediately after completion of the seeding, the entire grassed or mulched area shall be rolled thoroughly with the equipment specified. At least two trips over the entire area will be required.
- M. The seeded areas shall be watered so as to provide optimum growth conditions for the establishment of the grass. In no case, however, shall the period of maintaining such moisture be less than two weeks after the planting.
- N. On steep slopes, where the use of a machine for the cutting-in process described above is not practicable, the construction operations shall be modified as follows:
 - 1. The fertilizer shall be applied uniformly, at the rate specified, and shall be raked in and thoroughly mixed with the soil to a depth of approximately two inches.
 - 2. The seeding operations shall follow the fertilizing.
 - 3. The mulch material, in lieu of being cut into the soil, may be anchored down. Anchoring shall be done by either of the following methods:
 - a. Placing a layer of soil, approximately two inches thick by nine inches wide, along the upper limits of the mulch, and spotting soil piles over the rest of the area at a maximum spacing of four feet.
 - b. Spreading a string net over the mulch, using stakes driven flush with the top of the mulch, at six foot centers, and stringing parallel and perpendicular, with diagonals in both directions.

3.03 HYDRO-SEEDING/MULCHING

- A. The ground areas to be hydro-seeded/mulched shall be clean earth, free of tree limbs, stumps, roots, rocks, etc.
- B. Seed and Fertilizer The proportions of seed and fertilizer used in the slurry shall be as follows or as otherwise approved by the ENGINEER.
 - Gulf Rye of Brown Top Millet seed at 40 pounds per acre.

- 2. Scarified Argentine Bahia seed at 100 pounds per acre.
- Apply fertilizer at the equivalent rate of 10 pounds of 6-6-6 per 1,000 square feet unless otherwise approved by the ENGINEER.
- C. Mulching When the mulch material is to be included in the slurry mixture, it shall be applied at the rate of 1,000 pounds of mulch material per acre, when the moisture content of the "air-dry" mulch does not exceed ten percent. If this moisture content exceeds ten percent, a proportional increase of mulch material shall be made, as directed by the ENGINEER. The application of the slurry over the seeding areas shall be in accordance with the directions of the manufacturer of the hydro-seeding equipment, and as directed by the ENGINEER. The slurry mixture shall be maintained uniform by continuous agitation during the application.
- D. Watering -The hydro-seeding areas shall be watered so as to provide optimum growth conditions for the establishment of the grass. In no case, however, shall the period of maintaining such moisture be less than four weeks after planting.

3.04 MAINTENANCE

The CONTRACTOR shall, at their expense, maintain the planted or sodded areas in a satisfactory condition until final acceptance or completion of the project, whichever is the latest. Such maintenance shall include the filling, leveling and repairing of any washed or eroded areas as may become necessary, equipment damaged areas, etc. The ENGINEER, at any time, may require replanting or resodding of any areas in which the establishment of the grass stand does not appear to be developing satisfactorily. Replanting or replacement shall be at the CONTRACTOR's expense.

PART 4 MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

The quantity to be paid for shall be the area in square yards of sodding, grassing and mulching, or hydro-seeding/mulching, completed and accepted. The quantity shall be determined by the actual measurement in place within the lines which were authorized. When this work is required for restoration due to pipeline installation, all disturbed areas will be covered.

4.02 BASIS OF PAYMENT

The quantity of sodding, grassing and mulching, or hydroseeding/mulching, as determined above, shall be paid for at the contract unit price per square yard for these items, which price and payment shall be full compensation for all labor and material, transportation and any other items necessary for satisfactorily performing the work described on the plans and in conformity with these specifications. When this work is required for restoration due to pipeline installation, the costs will be included in the pipeline unit prices.

END OF SECTION 02813

SECTION 02814 CONCRETE CURBS, GUTTERS, MANHOLE FRAMES, STORM INLETS, ETC.

PART 1 GENERAL

1.01 SCOPE

- A. These specifications make reference to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, hereafter referenced as FDOTSPEC. Work covered in this section consists of furnishing all labor, equipment, materials and the performing of all operations necessary for construction of:
 - 1. All concrete curbs, gutters, walks, medians, aprons, etc.
 - 2. All storm water inlets including throat inlets, catch basins, and grated inlets.
 - 3. Adjustment or installation of sanitary and storm manhole frames and covers, or grates, inlet grates, gate-valve boxes, and other similarly exposed utilities in paved areas.

1.02 SPECIFICATION AND STANDARDS REFERENCE

A. Where supplementary specifications or standards such as ASTM, AWWA, AASHTO, etc., are referenced, such references shall be the latest edition.

PART 2 PRODUCTS

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2.01 CONCRETE CONSTRUCTION

A. All concrete and concrete work shall conform to the following specifications unless otherwise noted on the plans. All concrete specified in this section shall attain a minimum compressive strength of 3,000 psi in 28 days.

B. Concrete Mix Materials

1. Coarse aggregate shall be hard, clean, washed gravel or crushed stone. Minimum aggregate size shall not be larger than one inch nor smaller than one-half inch equivalent diameter. Fine aggregate shall be clean, sharp sand. Water shall be clean, fresh, free from injurious amounts of minerals, organic substances, acids or alkalis. Cement shall be Type I, domestic Portland cement, meeting the requirements of ASTM C 150.

C. Concrete Admixtures

 Air-entrainment admixtures in concrete are permitted in accordance with manufacturer's specifications provided specified strength and quality are maintained and unless admixtures appears to be causing abnormal field results, and total entrained air content does not exceed five percent. No other admixture of any type will be permitted without written approval of the ENGINEER.

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D. Reinforcement Steel

 Reinforcing bars shall be intermediate grade, new billet-steel, deformed bars, free of loose rust, scale, dirt or oil, and shall conform to ASTM A15 "Specifications for Billet-Steel Bars for Concrete Reinforcement." Rebar deformations shall conform to ASTM A305. Welded wire fabric for concrete reinforcement shall conform to ASTM A185, "Specifications for Welded Steel Wire Fabric for Concrete Reinforcement." All reinforcement steel shall be placed, spliced, lapped, etc. in accordance with the ACI Standard 318, Building Code Requirements For Reinforced Concrete.

E. Transit Or Ready-Mixed Concrete

1. Transit or ready-mixed concrete may be used provided it meets the requirements of ASTM C 94, Ready Mixed Concrete, and provided the central plant producing the concrete, the batching, mixing and transportation equipment, in the opinion of the ENGINEER, is suitable for the production and transportation of the specified concrete.

PART 3 EXECUTION

3.01 CONSTRUCTION METHODS

A. Work shall be performed to lengths and cross-sections shown on the plans. Forms shall be of sufficient strength to resist pressure of the concrete without springing. Bottom forms shall not be removed within twenty-four hours after concrete has been placed. Side or top forms shall not be removed within 12 hours after concrete has been placed. Upon removal of forms, minor defects shall be corrected with a rich mix of cement mortar. Curbs, gutters, walks or medians shall be finished until a smooth surface is attained. Final finish shall be a light broom finish. When completed, concrete shall be cured as specified.

3.02 PLACING OF CONCRETE

A. Concrete shall be deposited in clean wet forms and as nearly as practicable in its final position to avoid segregation. Concrete placing shall be carried on at such a rate the concrete is at all times plastic and flows readily into spaces between the bars. Concreting shall be a continuous operation until the panel or section is completed. All structural concrete shall be vibrated. No concrete shall be allowed a free fall of more than four feet or allowed to strike against a vertical or inclined surface or reinforcement above the point of deposit. Placing by means of pumping may be allowed, contingent upon the adequacy of the equipment for this particular work. The operation of the pump shall be such that a continuous stream of concrete without air pockets is produced. Placing of concrete shall be so regulated pressure caused by wet concrete shall not exceed that used in the design of the forms. After concrete has taken its initial set, care shall be exercised to avoid jarring the forms or placing any strain on the ends of projecting reinforcement.

3.03 MACHINE-LAYING

A. Machine laying of work will be permitted, providing all quality conditions of conventional construction are met.

B. As a specific requirement for machine-laid curb and gutter, contraction joints shall be sawed unless an alternate method of constructing them is approved in writing by the ENGINEER. Joints shall be sawed as soon as the concrete has hardened to the degree that excessive raveling will not occur and before uncontrolled shrinkage cracking begins. Contraction joints shall be spaced at intervals of ten feet except where a lesser interval is required for closure, but no section shall be less than four feet in length.

3.04 CURING

As soon as practicable after finishing, all concrete shall be covered with burlap and kept moist for a period of seven days or, an approved membrane curing compound may be applied at the CONTRACTOR's option. Where membrane curing compound is used, no walking or other traffic will be allowed over the slab for 72 hours after application unless the surface is protected by burlap or heavy building paper. Curing shall meet the requirements of FDOTSPEC Section 520-8.

3.05 JOINTS

- A. Construction Joints: Joints not shown or specified shall be located as to least impair the strength and appearance of the work. Placement of concrete shall be carried on at such a rate that the surfaces of concrete which have not been carried to joint levels will not have attained initial set before additional concrete is placed thereon.
- B. Contraction Joints: Curbs-and-gutters, and valley gutters shall be constructed with contractions joints at intervals of ten feet except where shorter intervals are required for closures, but no joint shall be constructed at intervals of less than four feet. Sidewalks and concrete medians shall be constructed with contraction joints at intervals equal to the width of the walk or median respectively unless otherwise noted on the plans. Contraction joints may be of the open type, tooled or sawed. Construction and construction procedures of contraction joints shall conform to the specifications set forth in the FDOTSPEC.
- C. Expansion Joints: Curbs, curb-and-gutters, and valley gutters shall be constructed with expansion joints at all inlets, all radius points, all points where operations cease for any considerable time and at intervals of not more than 500 feet. Walks and concrete medians shall be constructed with expansion joints at points of walk or median termination against an unyielding surface and at intervals not to exceed 90 feet. Expansion joints shall be constructed with PVC slips encasing the reinforcing bars. Expansion joint material shall be one-half inch bituminous impregnated expansion joint material which meets the requirements of FDOTSPEC, 932-1.1. Expansion joints between the sidewalk and the curb or driveway or at fixed objects and sidewalk intersections shall be one-half-inch joints, formed with a preformed joint filler meeting the requirements specified in FDOTSPEC, 932-1.1.

3.06 CONTRACTORS RESPONSIBILITIES

- A. Prior to placing any concrete, the CONTRACTOR shall give the ENGINEER sufficient advance notice of same. No concrete shall be placed on any subgrade or in any formwork until the subgrade, formwork, reinforcing steel, anchor bolts and other imbedded items have been reviewed.
- B. CONTRACTOR is fully responsible for all concrete and concrete work and finishes, and shall reject all delivered concrete and finishes not meeting these specifications. CONTRACTOR shall also be responsible for securing laboratory tests or reports if such tests or reports are requested by ENGINEER.
- C. ENGINEER may, at their discretion, request that specified tests be conducted and reports furnished at the CONTRACTOR's expense. Normally the ENGINEER will not require testing of more than one set of four compression test cylinders per 50 cubic yards, (or part thereof). In no case shall there be less than one test for each day concrete is poured.
- D. From each test, one cylinder shall be tested by the laboratory at seven days, and two at 28 days, or as directed by the ENGINEER. One cylinder shall be kept as a reserve.

3.07 EXCAVATION AND BACKFILL

- A. Excavation shall be to the required depth, and supporting earth, base, or subgrade shall be compacted. When the plans call for a stabilized subgrade under the curb or gutter, subgrade shall be stabilized, and tested if required, as set forth elsewhere in these specifications and as indicated on the plans. When the plans call for a soil-cement base, subgrade supporting the curb or gutter shall be compacted by watering, rolling or tamping to 95 percent of maximum density as determined by AASHTO-T-180. Subgrades for walks and concrete medians shall be compacted to a firm, even surface, by means of rolling, watering and/or tamping.
- B. After the concrete has set sufficiently, but not later than three days after placing, the spaces in front and back shall be backfilled with suitable material and compacted. When street bases are to be constructed adjacent to curbs, gutters, etc., the curbs, gutters, etc., shall be properly backfilled and shall cure for a period of not less than three days before any base material is placed against it.

3.08 STORM WATER INLETS

- A. Construction of storm water inlets shall include all work and materials necessary for final construction by CONTRACTOR of throat inlets, catch basins, grated manholes, or other storm water inlets.
- B. Construction of throat inlets shall be to the lines, elevations and dimensions shown on the plans and include forming of the throat and construction of the top slab with frame and cover, and supporting walls.

C. Construction of grated inlets, catch basins, manholes, etc. shall be to the elevations and dimensions shown on the plans. Construction shall include any reasonable adjustment and realignment of the grate necessary (if grates are installed by the previous CONTRACTOR), or the installation of inlet grates. Frames shall be secured in mortar and the mortar struck smooth inside and out.

3.09 MANHOLE FRAMES AND COVERS

A. Manhole frames with covers or grates in paved areas shall be installed/adjusted flush with the final paved surface. Frames and covers shall be milled to prevent rocking of the cover when passed over by a motor vehicle. Frames shall be secured in mortar or concrete and surfaces struck smooth inside and out. Gate valve boxes and other similarly exposed utilities shall be raised or lowered as required to insure a flush, even surface with the adjacent paved area.

PART 4 MEASUREMENT AND PAYMENT

4.01 BASIS OF PAYMENT

- A. Payment shall be made on a unit price basis in accordance with the construction contract.
- B. Units of payment stated in the contract cover the following:
 - 1. Concrete Curbs, Gutters, Walks, Medians and Valley Crossing: Payment for concrete curb-and-gutters, vertical curbs, and valley gutters shall be on the basis of actual lineal feet in place. Payment for valley crossings shall be on a per unit basis. Concrete medians shall be paid on the basis of actual square feet in place. Concrete walks shall be paid on the basis of actual linear feet completed unless otherwise noted. Concrete aprons, inlet channels, etc., shall be paid on the basis of actual square feet completed, unless otherwise noted. Unit cost for the construction of the above stated work shall include all equipment, labor and materials; shall include all excavation, trenching, subgrade compaction, backfilling, etc., necessary to perform the work in accordance with the plans, specifications, and good construction practices.
 - 2. Storm Water Inlets: Payment for storm water inlets, as defined herein, shall be on a unit basis. Unit cost of construction shall include all labor, equipment, materials, excavation, backfilling, structural adjustments, etc., necessary to perform the work in accordance with the plans, specifications and good construction practice. Payment for the installation or adjustment of manhole frames and covers or grates shall be included in the cost of storm water inlets. Unit costs shall include all materials, equipment, labor backfilling, etc., necessary to perform the work in accordance with the plans, specifications, and good construction practice. Costs for adjustment of gate-valve boxes and other similar utilities in paved areas shall be considered as incidental.

END OF SECTION 02814

SECTION 02817 CLEARING AND GRUBBING

PART 1 GENERAL

1.01 SCOPE

- A. Work specified in this section consists of clearing and grubbing within areas specified in the Contract Documents or as directed by the OWNER's representative. Work under this section includes removal and disposal of all trees, brush, stumps, grass, roots, and other such protruding objects. Also included is the removal and disposal of buildings, structures, existing pavement, other existing facilities, and debris not required to remain or to be salvaged that is necessary to prepare the area for the proposed construction. CONTRACTOR shall notify all utility companies or utility owners (both public or private) of their intent to perform such work and shall coordinate field location of utility lines prior to commencement of construction.
- B. Other miscellaneous work considered necessary for the complete preparation of the overall project site is also included under this section. Work includes, but is not limited to, the following:
 - 1. Plugging of wells encountered within the project limits which are to be abandoned.
 - Leveling and restoration of terrain outside the limits of construction for purposes of facilitating maintenance and other post-construction operations.
 - Trimming of certain trees and shrubs within project limits.
 - Plugging or sealing of culvert pipes or other structures to prevent erosion or collapse of adjacent soils.

1.02 SPECIFICATION AND STANDARDS REFERENCE

A. Where supplementary specifications or standards such as ASTM, AWWA, AASHTO, etc. are referenced, such references shall be latest edition.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.01 CLEARING AND GRUBBING

A. Clearing and Grubbing shall consist of complete removal and disposal of all items stated in Article 1.01 which are not specified for removal under other items of the contract. The CONTRACTOR shall obtain all permits/approvals necessary for disposal at their own expense. The CONTRACTOR shall obtain tree removal permits.

disposal at their own expense. The CONTRACTOR shall obtain tree removal permits.

- B. Unless otherwise shown in the plans or Contract Documents, Standard Clearing and Grubbing shall be done within the following areas:
 - 1. All areas where any type of excavation is to be done.
 - 2. All areas where any type of embankment will be constructed.
 - All areas where any type of structure, including pipe culverts or pipe lines, will be installed or constructed.
 - 4. All areas where any type of pavement will be constructed.
 - 5. Other areas designated in the plans or by the specifications.

C. Depths of Removal

- In areas listed below, all roots and other debris shall be removed to a depth of at least one foot below ground surface. The surface shall then be plowed to a depth of at least six inches and all roots exposed shall be removed to a depth of at least one foot. All stumps including subsurface roots shall be completely removed to the satisfaction of the ENGINEER. Trees shall be removed so roots are pulled out rather than broken or sawed off. Areas requiring the removal methods stated in this paragraph are as follows:
 - Excavation areas where the excavated material is to be used in embankment construction under permanent structures such as but not limited to pavement and buildings.
 - b. Embankment areas under permanent structures such as but not limited to pavement, buildings, sewage treatment facilities, bridges, etc.
 - c. Excavation areas where roots or similar vegetation in the top one foot would interfere with disking, harrowing, or finish grading operations prior to seeding or landscaping.
 - d. Lots and building areas.
- In all other excavation areas not listed above where clearing and grubbing
 is to be done, all roots, stumps, and debris protruding through or appearing
 on the surface of the completed excavation shall be removed or cut off
 below the excavated surface.
- 3. In all other embankment areas not listed above where clearing and grubbing is to be done, all roots, stumps, and debris protruding through or appearing on the surface shall be removed to a depth of at least one foot below the surface but no plowing or harrowing will be required in these areas.

- D. Trees to Remain: As an exception to the above provisions, where so directed by the OWNER's representative, desirable trees within the clearing limits shall be protected, left standing, and trimmed to prevent damage to limbs during construction. No equipment shall stand, stop, or travel across or inside the drip line of any trees or vegetation designated to be saved or protected.
- E. Boulders: Any boulders laying on the top of the existing surface or otherwise encountered during the clearing and grubbing shall be removed and disposed of by the CONTRACTOR in areas provided by the CONTRACTOR. As an alternate to off-site disposal and at the CONTRACTOR's expense, he may elect to utilize these boulders in embankments provided the conditions of Article 3.04 in Section 02820 are satisfied. Any breaking or splitting of boulders that may be necessary to comply with size requirements for embankment shall be incidental to the cost of clearing and grubbing. No boulders or rock shall be left or placed in building pads, lots, or building embankment areas.

3.02 SELECTIVE CLEARING AND GRUBBING

- A. Selective clearing and grubbing shall consist of removing and disposing of all vegetation, obstructions, etc, as provided above except that in non-structural areas where the CONTRACTOR so elects, roots may be cut off flush with the ground surface. Stumps shall be completely removed. Undergrowth shall be completely removed except in areas designated by the OWNER's representative for aesthetic purposes.
- B. Desirable trees, that are designated by the OWNER's representative to remain, shall be protected and trimmed in such a way to avoid damage to limbs during construction.

3.03 SPECIAL CLEARING AND GRUBBING

A. In certain areas that are inaccessible by machines or are considered environmentally sensitive, ENGINEER may specify Special Clearing and Grubbing. Where listed as a separate pay item, Special Clearing and Grubbing shall consist of removal and disposal of all trees, brush stumps, roots, debris or other objects protruding through the surface by cutting off flush with the ground surface. The use of any machinery that would disturb the original ground surface condition will not be permitted.

3.04 ERADICATION OF EXOTIC VEGETATION

- A. Where listed as a separate pay item, Eradication of Exotic Vegetation shall consist of removal and disposal of Australian Pine, Melaleuca, Brazilian Pepper, and other species specifically stated on the plans or specified herein. Also included shall be the removal of the subsurface root system for each exotics.
- B. In areas where removal is modified to permit cutting off flush with in the ground surface, stump and root system shall be treated with an agency approved chemical herbicide that will ensure the eradication of the root system.

C. Within the limits established for the Eradication of Exotic Vegetation, all other trees, brush, etc. not classified as exotic shall be removed, unless designated in the field by the OWNER's representative to remain. The removal and disposal of non-exotic vegetation shall conform to the provisions of Article 3.01.

3.05 REMOVAL OF EXISTING PAVEMENT

A. Work specified in this article consists of the removing and disposing of existing pavement surfaces such as, but not limited to, pavement, sidewalk, curb, and gutter where shown in the plans, or required to be removed during construction operations, or as required by the ENGINEER.

3.06 REMOVAL OF EXISTING STRUCTURES

A. Work specified in this article shall include removal and disposal of existing buildings, bridges, pipes, and structures of whatever type as specifically shown in the plans to be removed or as otherwise specified for removal in the Contract Documents. Also included are structures of whatever type or portions thereof which are encountered during construction operations. Where partial removal of a structure is approved by the ENGINEER, the portion of the existing structure shall be backfilled, plugged, or filled in such a way that will prevent the settlement, movement, erosion or collapse of the adjacent soils.

3.07 BURNING ON-SITE

A. Unless otherwise stated in the Contract Documents, burning may be permitted within the project limits provided the burning operation complies with all applicable laws, ordinances, and other regulatory agencies. All permits required shall be obtained by the CONTRACTOR prior to the start of burning and all permit regulations shall be strictly adhered to. All burning shall be done at locations where trees and shrubs adjacent to the cleared area will not be harmed.

3.08 DISPOSAL OF MATERIALS

A. Timber, stumps, roots, brush, boulders, rubbish, and other objectionable material resulting from work specified in this section shall be disposed of off-site in locations provided by the CONTRACTOR.

3.09 OWNERSHIP OF MATERIALS

A. Except as may be otherwise stated in the Contract Documents, all buildings, structures, appurtenances and other materials removed by the CONTRACTOR shall become the property of the CONTRACTOR, to be disposed of in areas provided by him.

PART 4 MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

A. General: For the various items of work specified in this section when listed as a separate pay item, payment shall be made by the unit price or the lump sum amount as established in the Contract Documents. Where no separate pay item is established, the cost of all such work shall be included in the various scheduled items of work specified in the Contract Documents, except as provided below.

- B. Clearing and Grubbing: Measurement of Clearing and Grubbing shall include only the areas specified in the Contract Documents that are required to be cleared to permit the construction of the various items of work. Areas that are cleared for convenience, access, or other purposes that are not a requirement of construction will not be measured for payment.
- C. Selective Clearing and Grubbing: Measurement of Selective Clearing and Grubbing shall include all areas shown in the plans or designated in the field by the OWNER's representative. This measurement shall include the total area within the limits of Selective Clearing and Grubbing and no deduction shall be made for areas in which desirable trees and brush are designated to remain. Where the limits of Selective Clearing and Grubbing are shown on the plans or otherwise established in the Contract Documents but no separate pay item established, the measurement of such work shall be included in the quantity or lump sum amount of "Clearing and Grubbing".
- D. Special Clearing and Grubbing: Measurement of Special Clearing and Grubbing shall include all areas shown in the plans or designated in the field by the OWNER's representative. This measurement shall include only actual areas cleared by the hand method and shall not include areas cleared by other methods or areas that remain in their original condition. Where the limits of Special Clearing and Grubbing are shown on the plans or otherwise established in the Contract Documents but no separate pay item established, the measurement of such work shall be included in the quantity or lump sum amount of "Clearing and Grubbing".
- E. Eradication of Exotic Vegetation: Measurement of Eradication of Exotic Vegetation shall include areas shown on the plans or designated in the field by the OVNER's representative. This measurement shall include the total area within the limits established for Eradication of Exotic Vegetation and include the areas within these limits where non-exotic vegetation is removed. Where the OWNER's representative has designated desirable vegetation to remain within these limits, no deduction of area shall be made for the "saved" areas.

Where limits of Eradication of Exotic Vegetation are shown on the plans or otherwise established in the Contract Documents but no separate pay item established, the measurement of such work shall be included in the quantity or lump sum amount of "Clearing and Grubbing."

Removal of Existing Pavement: When a separate pay item is established for the Removal of Existing Pavement, the quantity to be paid shall be by the square yard for the actual quantity removed and disposed of off-site. For curb and gutter, slope pavement, and other irregular areas, the measurement shall be generally taken as an approximate horizontal surface. Where lump sum payment is provided, such payment shall be compensation for the removal of areas shown on the plans or otherwise specified in the Contract Documents.

Where a separate pay item is established for curb, gutter, or curb and gutter removal, the measurement shall be measured by the lineal foot at the flow line of the gutter or at the top of curb where there is no gutter. Where separate pay has

not been provided for curb or curb and gutter removal, the measurement shall be included in the area for pavement removal as stated above.

When no separate payment is provided for the Removal of Existing Pavement and no applicable item of excavation or embankment covering such work is listed, the costs of this work shall be included in the contract price for the item of Clearing and Grubbing or for the pipe or other structure of which the pavement removal is required.

- G. Removal of Existing Structures: When separate payment for Removal of Existing Structures or Removal of Existing Buildings is provided, the work shall be paid for at the contract lump sum price. When direct payment is not provided, the cost of such removal and disposal shall be included in the contract price for Clearing and Grubbing or if no clearing and grubbing is included, in the compensation for the other items covering the new structure to be constructed.
- H. Burning: Unless otherwise specified in the Contract Documents, and where permitted, burning shall be considered as being part of the process of disposing of materials and the cost of such work shall be included in the item which requires the disposal of materials.

4.02 BASIS FOR PAYMENT

- A. General: Prices and payments for the various work items included in this section shall constitute full compensation for all work described herein and shall include all removal, disposal, protecting, trimming, breaking, plugging, eradication, or any other items specified in this section.
- B. Pay Items: For all work specified in this section, payment shall be made in accordance with the list of pay items established or as otherwise defined in the Contract Documents. The description of a pay item in the proposal section may vary from the descriptions stated in this section.

END OF SECTION 02817

SECTION 02820 EXCAVATION AND EMBANKMENT

PART 1 GENERAL

1.01 SCOPE

A. Work specified in this section consists of excavation and embankment required for roadways, lakes, ditches, swales, berms, canals, parking areas, site fill, building pads, retention areas, structure excavation, and other similar work described herein or shown on the plans. This section includes preparation of subgrades, construction of embankments, utilization or disposal of materials excavated, and compaction and finish grading of excavated areas and embankments. All work shall conform to the proposed alignment, elevations, slopes, and cross-sections shown on the plans.

1.02 SPECIFICATION AND STANDARDS REFERENCE

A. Where supplementary specifications or standards such as ASTM, AWWA, AASHTO, etc. are referenced, such references shall be latest edition.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.01 CLASSIFICATION OF EXCAVATION

A. General: Included in the excavation under this section are materials of whatever nature encountered within the required limits of excavation (except material removed during clearing and grubbing). Determination of sub-surface conditions and its effect on construction costs are the sole responsibility of the CONTRACTOR. Sub-surface conditions between soil borings that may be provided can vary greatly from those conditions found at the location where the sample was extracted.

Locating existing underground utilities shall be the responsibility of the CONTRACTOR. In the event of any utility conflict, the CONTRACTOR shall immediately inform the utility company, OWNER and the ENGINEER of the conflict. CONTRACTOR shall be responsible for the immediate repair of any utility lines damaged during construction. CONTRACTOR shall notify all utility companies or utility owners, both public or private of their intent to perform such work and coordinate field location of utility lines prior to commencement of construction.

Where separate classification is provided in the proposal, excavation specified under this section may be listed as any of the following classes: (1) Regular Excavation, (2) Swale Excavation, (3) Subsoil Excavation, (4) Rock Excavation, (5) Lake Excavation (unclassified).

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10/24/03 35597 For any of the above classifications not specifically listed as a separate pay item in the proposal or included as part of another pay item, all excavation of such type shall be included under the item of Regular Excavation. If the item of Regular Excavation is not listed in the proposal, all costs included in the excavation of roadway, swales, subsoil, rock, lakes, structures (including utilization or disposal of materials) shall be incidental to the general cost of the project and no additional compensation will be allowed.

- B. Regular Excavation: Regular Excavation shall consist of excavation of materials necessary for construction of roadways, ditches, sidewalks, building pads, retention ponds, and other surfaces as shown in the plans. Excavated material suitable for embankment shall be utilized in areas requiring fill with all excess material spread or stockpiled on site where shown on the plans or as directed by the OWNER's representative.
- C. Swale Excavation: Swale Excavation shall consist of excavation of swales and ditches as indicated on the plans and shall include the utilization of suitable excavated materials in areas requiring fill with all excess material spread or stockpiled on site where shown on the plans or as directed by the OWNER's representative.
- D. Subsoil Excavation: Subsoil Excavation shall consist of the excavation and off-site disposal of muck, clay, roots, or any other material that is determined to be unsuitable by the OWNER's Geotechnical Engineer in its original position and that is excavated below the finished grading template. If provided in the plans or Contract Documents unsuitable material shall be stockpiled in areas on site designated by the OWNER.
- E. Rock Excavation: Rock Excavation shall consist of excavation of rock and boulders necessary for construction of roadways, ditches, lakes, and other cut sections shown on the plans. It shall also include the utilization and disposal of excavated rock and boulders according to Articles 3.02, 3.03, and 3.04 in this section.

For the purpose of classifying rock excavation as a pay item, the rock strata encountered shall be of such thickness and hardness as to preclude removal by using a modern 3/4 yard hydraulic backhoe maintained in excellent operating condition, Caterpillar 235 or equal.

- F. Rock Blasting: All blasting is strictly prohibited.
- G. Lake Excavation (Unclassified): Lake Excavation (Unclassified) shall consist of excavation of all material necessary for construction of lakes according to the depths, dimensions, side slopes, and in the locations shown in the plans. It shall also include the utilization of excavated materials and the disposal of unsuitable materials in accordance with Articles 3.02 and 3.03 in this section. All materials excavated shall be considered as "unclassified". CONTRACTOR shall be responsible for any investigation of sub-surface conditions and subsequent determination of the amount of rock, roots, and other materials to be incorporated into his price.

CONTRACTOR shall construct the lake banks in strict accordance with the ordinances or laws governing the excavation. All slopes must be equal to the specified slopes. The

bottom of the lake shall not be excavated below the specified depth without prior written approval of the OWNER and the governing agency.

H. Structure Excavation: Work specified in this sub-article consists of excavating for bridge foundations, box culverts, pipe culverts, sewers, pipe lines, retaining walls, pump stations, manholes, inlets, catch basins, sewage and water treatment plants and other similar type facilities shown on the plans. It shall also include (1) the construction and removal of cofferdams, sheeting, bracing, etc.; (2) dewatering; (3) disposal of structures (of whatever type) encountered during excavation; (4) disposal of unsuitable materials; (5) bedding materials; (6) backfilling and the compacting thereof; (7) utilization of excess suitable materials according to article 3.02 this section.

Material excavated (of whatever nature) shall be classified for utilization or disposal according to Articles 3.02 and 3.03. The excavation shall be of such size and depth as to facilitate the construction and/or installation of each structure according to the location and elevations shown in the plans. Rock blasting, rock excavation, demolition of structures or foundations, or any unusual or undefined work that may be necessary to complete the excavation for a structure shall be considered as work included in Structure Excavation.

If the excavation requires the use of cofferdams, dewatering, sheeting, or bracing, all such work will be done in strict compliance with all permit requirements and any laws or ordinances that may apply to the work being performed. It shall be the responsibility of the CONTRACTOR to familiarize himself with any regulations applicable and to satisfy said regulations at his own expense.

The structure shall be constructed or laid in dry dewatered excavation unless otherwise approved by the ENGINEER. In such cases where the excavation is unstable or has water in sufficient quantities that make uniform bedding impossible, the bottom of the excavation shall be stabilized as required. If washed shell is used, it shall be a graded according to the sieve analysis listed below:

100 percent passing 1½" screen 0 percent passing 5/8" screen

After the structure is complete, backfilling shall be performed in a careful manner so as not to disturb or damage the completed structure. The backfill material shall conform to the requirements of Sub-article 3.04.C., except that the size of rock shall not exceed 3 1/2 inches in diameter. The backfill material shall be compacted to the same or greater density as the adjacent existing earth.

3.02 UTILIZATION OF EXCAVATION MATERIALS

A. General: All excavated materials suitable for embankment shall be utilized in the embankment areas shown in the plans or as otherwise specified in the Contract Documents. After the requirements for embankment have been satisfied, the surplus suitable excavated material shall be deposited in areas on-site as directed by the OWNER's representative, unless otherwise specified in the Contract Documents. On projects where excavation does not provide enough material to satisfy embankment requirements, excavated materials shall first be utilized in the roadway or other permanent structure embankment, then into other embankment areas shown in the plans.

B. Classification of Materials: Material shall be classified as "suitable" if it meets all the requirements of Sub-article 3.04.C. of this Section. A rock strata that can be excavated and split or screened to meet the requirements of Sub-article 3.04.C. shall be considered as "suitable" for embankment.

Material such as muck, or any other material containing excessive amounts of organic, silt, clay, or other deleterious materials shall be classified as "unsuitable" for embankment unless otherwise specified or classified by the ENGINEER.

The term "unclassified" simply refers to material that has not been defined as suitable or unsuitable.

If a dispute arises over the classification of materials, the final determination shall be made by the ENGINEER.

- C. Rock and Boulders: Rock and boulders shall be utilized on site as embankment unless otherwise specified. In all cases, the alteration or replacement of excavated material shall be at the CONTRACTOR's expense unless otherwise provided in the plans or Contract Documents.
- D. Muck: Although muck or other material high in organic content will not generally be permitted in embankment areas, certain conditions may require or permit its utilization. Muck will not be permitted in embankment unless specifically stated on the plans or specified herein. When so specified the placement of muck or other similar material will only be permitted outside of an imaginary downward 2:1 slope starting from the outward edge of roadway structure or other permanent structure.
- E. Top Soil: Where top of the existing surface is high in organic content, it may be necessary to strip the topsoil and reuse it or dispose of it. Topsoil shall be stripped and stockpiled on-site for later use as a layer under sod, grassing, or in landscaped areas. When an item of topsoil is not listed as a separate pay item in the Contract Documents, the placement of the stockpiled topsoil shall be included in the item of Clearing and Grubbing or Excavation. When topsoil is listed as a pay item, it shall be placed in locations shown in the plans to a specified thickness and to a finished elevation that will allow for the placement of sod, ground cover or other landscape related surface.

The material utilized as topsoil shall be suitable for plant growth and free from appreciable quantities of hard clods, stiff clay, hardpan, gravel, brush, large roots, refuse, or other deleterious materials. The organic content shall be at least 1.5 percent. The characteristics of the material shall be such that it can be adjusted to have a pH value between 5.0 and 8.0, or as approved by the ENGINEER.

3.03 **DISPOSAL OF EXCAVATED MATERIALS**

- A. Disposal of Surplus Materials: Ownership of all suitable excavated materials shall be retained by the OWNER unless otherwise stated in the plans or Contract Documents to be surplus material. When so specified the surplus material shall become the property of the CONTRACTOR to be disposed of outside the project limits. The cost of the disposal and furnishing the disposal area shall be included in the item requiring excavation and no additional compensation will be given.
- B. Disposal of Unsuitable Materials: Unsuitable excavated material as defined in Sub-article 3.02.B. shall become the property of the CONTRACTOR to be disposed of outside the project limits. The cost of the disposal and furnishing the disposal area shall be included in the item requiring excavation and no additional compensation will be given.

EMBANKMENT 3.04

- General: Embankments shall be constructed true to lines and grades shown in the Α. plans or ordered by the ENGINEER. Material used in embankments shall be obtained from on-site excavation and/or from off-site borrow sources secured by the CONTRACTOR.
- B. Site Preparation: Subsequent to clearing and prior to placement of embankment material, the existing earth surface shall be compacted six feet beyond the building and pavement structure limits and in other areas shown in the plans or stated in the Supplementary Conditions. The existing surface shall be compacted at a moisture content such that the specific density requirement can be attained. Soil one foot below the compacted surface shall attain a density of 95 percent of the maximum theoretical density as determined by the Modified Proctor Density (ASTM-D-1557). Field density tests shall be conducted in accordance with ASTM D-1556, D-2167, D-2922, or D-2937 (latest revisions) by a certified laboratory or soils engineer approved by the OWNER. The location and number of the tests shall be verified by the ENGINEER.
- Requirements for Embankment Materials: Embankments shall be constructed of C. material containing no muck, stumps, roots, brush, vegetable matter, rubbish, or other material that will not compact into a suitable and enduring roadbed or similar foundation. Material designated as unsuitable in the soil borings or as classified as unsuitable by the ENGINEER shall be removed from the embankment and disposed of off-site. Utilization of material in embankment construction shall be in accordance with plan details or as directed by the ENGINEER.

The maximum size of rock which will be permitted in the completed embankment are as follows:

In top 12 inches -3 1/2 inches 12 inches to 2 feet ——— 6 inches

In the 2 feet depth below ---Not to exceed the compacted thickness of the layer

being placed

When and where approved by the ENGINEER, the CONTRACTOR may place larger rocks outside the 2-to-1 slope of any structure embankment. Where such rock is utilized in any embankment, enough fine material shall be deposited and compacted between individual rocks so as to completely fill any voids that may occur during the placement of such material. No rock shall be utilized in any building pad embankment areas.

- D. Borrow Material: The use of borrow material shall be resorted to only when sufficient quantities of suitable material are not available from the various types of excavation required on the drawings. When borrow is required the material shall conform to the requirements of article 3.04.C. and shall be approved by the ENGINEER prior to placement. Borrow material shall be obtained from areas furnished by the CONTRACTOR at his expense. Borrow sources shall comply with all local requirements applicable for the excavation and sale of fill material.
- E. Construction Requirements: Embankment material shall be placed in horizontal layers not to exceed 12 inches thickness measured loose. Each layer shall be leveled and compacted in accordance with Sub-article 3.04.F. No fill material shall be placed where area is wet. Dewatering may be required prior to filling operation, either by pumping or well pointing. Water shall not be allowed to stand on or adjacent to fill areas that could saturate the material.

When embankments are constructed on a hill or slope, slope shall be "stepped" so as to permit the embankment to be placed in horizontal layers and compacted as stated above. Upon completion of the embankment steps on a slope, steps shall be dressed to conform to the specified slope.

For any embankments not covered above, construction methods shall be approved by the ENGINEER prior to placement.

F. Compaction Requirements: Materials shall be compacted at a moisture content such that the specific density can be attained. If necessary, water shall be added to the material, or the moisture content shall be lowered by manipulating the material or allowing it to dry, as is appropriate. Each layer of material shall be compacted by the use of a smooth drum vibratory roller or other method approved by the engineer. The top 12" of natural ground shall be compacted in accordance with be requirements listed below.

Field density tests shall be conducted in accordance with ASTM D-1556, D-2167, D-2922, or D-2937 (latest revisions) by a certified laboratory or soils engineer approved by the OWNER according to the Compaction Requirements stated below:

Embankment Area	Density ¹ . Below 3'	Density ¹ 0' to 3'	Testing Frequency/Lift
Building Pads ²	95%	98%	1 Ea/2000 SF, Minimum 2 Ea/Structure
Pavement Areas ³	95%	98%	1 Ea/500 SY
Retention Areas⁴	95%	95%	1 Ea/500 SY
Other Areas	N/A	N/A	N/A

The percentage listed shall be the minimum acceptable amount of the maximum theoretical density as determined by the Modified Proctor Density (ASTM-D-1557).

Includes future building pads and lots.

Includes any permanent pavement structure such as curb and gutter, sidewalk, roadway, shoulder, driveway, or any other similar surface.

Includes earth berms, water retention slopes, dikes, and other similar areas.

CONTRACTOR shall be responsible for scheduling of all soil testing. These soil testing costs shall be borne by the CONTRACTOR unless stated otherwise in the plans or specifications. Where the testing costs are borne by the OWNER, in the event of a test failure all subsequent tests required to pass density shall be at the expense of the CONTRACTOR. The OWNER may deduct this expense from the CONTRACTOR's payment or request payment directly from CONTRACTOR.

3.05 FINISH GRADING

A. General: As a final grading operation the surface of the earthwork shall be shaped to conform to the lines, grades, and contours shown on the plans. Hand dressing will be required in confined areas where equipment operation is restricted or where the equipment finished surface is unsatisfactory in the judgment of the ENGINEER.

CONTRACTOR shall take necessary precautions to prevent erosion of slopes before and after finish grading. Any erosion of whatever consequence shall be repaired at the expense of the CONTRACTOR until final acceptance of the project.

- B. Tolerances: In final shaping of the surface of earthwork a tolerance of 0.1 foot above or below the plan elevations and contours will be allowed with the following exceptions:
 - 1. In areas where sod, ground cover or other finish landscape surface will be used, an allowance shall be made for the thickness of sod, etc. that will result in the finish landscape elevation to be within the above tolerance.
 - 2. Earthwork shall be shaped to match adjacent pavement, curb, sidewalk, structures, etc. with applicable allowance for sod, etc.

PART 4 MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

A. General:

1. VOLUMETRIC – When payment is made on a volumetric basis, calculations shall be based on the method of average end areas or the grid cell method, unless the ENGINEER determines that another method will provide a more accurate result. The existing elevations shown on the plans or field survey taken by the ENGINEER shall be incorporated into the volume calculations. Should any of these existing elevations appear to be in error, the CONTRACTOR shall notify the ENGINEER in writing and resolve the dispute

prior to disturbing the existing surface in question. Once the existing surface is disturbed by clearing, excavating, or any other construction, the CONTRACTOR's right to dispute the existing elevations shown by the ENGINEER will be nullified. After the excavation or embankment is completed, the finished surface shall be measured in place by field survey paid for by the CONTRACTOR and these cross-sections shall be incorporated into the volume calculations.

- 2. LOOSE VOLUME In special cases as shown in the Contract Documents, payment shall be made on a loose volume basis as measured in trucks or other hauling equipment. The volume capacity of each truck shall be measured and recorded by the OWNER's representative. Before unloading onsite, the OWNER's representative shall compare the loaded truck to its recorded capacity and record the actual volume on the load ticket. Only load tickets that have been so recorded and collected by OWNER's representative at the point of dumping shall be included in the quantity for payment.
- 3. LUMP SUM The proposal may contain items of work that are to be paid for on a lump sum basis. Additionally, the Contract Documents may provide for a lump sum payment for the entire project. The lump sum payment for individual items or for the entire project shall constitute full compensation for the completion of all work specified in the plans and specifications.
- 4. PLAN QUANTITY When cross-sectioning finished surfaces is not feasible, the ENGINEER may specify the final pay quantity of any item to be the original plan quantity. When so specified in the Contract Documents, such quantity will be revised only in the event that it is determined to differ by more than 10 percent of the original plan quantity. Such revisions will be determined by calculations of quantities from the plan sheets as applicable. Field measurement will not be considered except to verify that the work was accomplished in substantial compliance with the plan dimensions.
- B. Regular Excavation: Measurement of regular excavation shall include only the net volume of material excavated between the original ground surface and the surface of the completed earthwork. The pay quantity shall be the plan quantity in accordance with Article 4.01.A., unless otherwise stated in the Contract Documents.
- C. Swale Excavation: Measurement of swale excavation shall include only materials excavated within the line and grades indicated in the plans or as directed by the ENGINEER. Measurement may be by volume or lineal feet as called for in the Contract Documents.
- D. Subsoil Excavation: Measurement of subsoil excavation shall include only material excavated within the lines and grades indicated on the plans or as directed by the ENGINEER. Where the limits of subsoil excavation are not shown or vary from the limits shown on the plans, the pay quantity shall be determined by cross-sectioning measurements in accordance with the volumetric method described in Article 4.01.A. When the final pay quantity is more or less than the original plan quantity an appropriate adjustment shall be made to the applicable pay quantity for imported fill so

that the loss or increase is compensated provided that the unsuitable material is to be disposed of off-site. A lower than plan volume will require less fill replacement and a higher than plan volume will require more fill replacement than originally calculated. However, if the subsoil excavation is displaced by onsite excavation, a quantity adjustment will not be made. Where no separate pay item is included in the contract, all such work involving the excavation and disposal of unsuitable material shall be considered incidental to the cost of the applicable excavation item.

E. Rock Excavation: When rock excavation is listed as a separate pay item in the Contract Documents, measurement of rock excavation shall be by cross-sectioning method prior to and after the rock layer is excavated. CONTRACTOR shall allow enough time between operations to facilitate this field survey work.

If Rock Excavation is not listed as a separate pay item in the Contract Documents, the cost of all such work shall be included in the unit price for Regular Excavation, Swale Excavation, Subsoil Excavation, Lake Excavation (Unclassified), or other items which may require the excavation of rock or boulders.

F. Lake Excavation (Unclassified): Measurement of Lake Excavation (Unclassified) shall include only the net volume of material excavated between the ground surface and bottom of the lake using the VOLUMETRIC method as described in the first paragraph of Article 4.01.A. Any unauthorized overdigging or excavation below the plan bottom elevation will not be included in the measurement for payment.

If the sections indicate that the depths or bank slopes do not conform to the permitted design slopes or indicate that they are steeper, the CONTRACTOR shall correct the deficiency. Further, the CONTRACTOR shall pay for the expense of re-sectioning the lakes to document that said correction has been accomplished.

OWNER shall have the option of deducting the re-sectioning costs from the CONTRACTOR's payment, or the OWNER may request separate payment directly from the CONTRACTOR

- G. Structure Excavation: Unless otherwise specified, there shall be no measurement for structure excavation. The cost of structure excavation shall be incidental to the cost of the applicable structure and no separate pay item will be established.
- H. Pavement removal: Measurement for pavement removal shall be by the square yard as measured in place prior to removal unless otherwise specified in the Contract Documents. When no separate pay item is included, the cost of such work shall be incidental to the item of clearing and grubbing or excavation as applicable.
- 1. Topsoil: Measurement for topsoil shall be by the square yard as measured in place in locations shown in the plans or as directed by the ENGINEER. Placement of topsoil shall be to the thickness specified in the plans or Contract Documents, and it shall include the cost of furnishing the material as specified in Article 3.02.E. If enough excavated material is not available to satisfy the topsoil requirements, suitable topsoil shall be imported and the cost of furnishing and hauling this imported material shall be included in the unit price of the topsoil item.

J. Embankment: When there is not enough suitable excavated material to satisfy the requirements of embankment, a separate item called Embankment or Borrow may be established in the Contract Documents to facilitate completion. Payment will be made only for material required to complete the embankment to the plan dimensions and elevations. Material placed beyond the limits shown on the plans will not be measured for payment.

For Embankment, the pay quantity shall be the plan quantity unless otherwise stated in the plans or Contract Documents. The measurement for embankment shall be the in place volume of material placed above the original surface elevation within the dimensions and elevations indicated on the plans less the neat volume of excavation. No allowance will be made for subsidence or shrinkage.

For Borrow, the pay quantity shall be made on a loose volume basis unless otherwise specified in the plans or contract Documents. The method of measurement shall be in accordance with the second paragraph of Article 4.01.A., LOOSE VOLUME.

- K. Berm Construction: Measurement for Berm Construction shall include only materials excavated within the lines and grades indicated in the plans or as directed by the ENGINEER. Measurement may be by volume or lineal feet as defined in the Contract Documents.
- L. Finish Grading: Measurement for Finish Grading shall only include areas that require a change in elevation to meet the new design grade. Placement of sod to an existing elevation would require finish grading to facilitate placement of sod. If there is no pay item for finish grading, the cost of all such work shall be incidental to the applicable item of excavation or embankment.

4.02 BASIS OF PAYMENT

- A. General: Prices and payments for the various work items included in this section shall constitute full compensation for all work described herein and shall include excavation, hauling, placing, compacting, and dressing of the finish surface. Said payments shall also include the following items when no separate pay item is included in the contract:
 - 1. Removal and disposal of existing pavement
 - 2. Clearing and grubbing
 - Providing disposal areas
 - 4. Furnishing of borrow areas
 - 5. Permits and waiver costs
- B. Excavation and Embankment: Cost of utilizing suitable excavated materials and disposing of unsuitable excavated materials shall be included in the cost of the

applicable excavation item, unless otherwise stated in the plans or Contract Documents.

When separate classifications of Excavation and/or Embankment are listed as pay items in the contract, the quantities determined as provided above shall be paid at the contract unit price per cubic yard, square yard, lineal foot or lump sum as applicable. Such payment shall constitute full compensation for all items as described in this section or as stated in the plans or Contract Documents.

C. PAY ITEMS: For all work specified in this section, payment shall be made in accordance with the list of pay items established or as otherwise defined in the Contract Documents. The description of a pay item in the proposal section may vary from the descriptions stated in this section.

END OF SECTION 02820

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SECTION 02911 ASPHALTIC CONCRETE

PART 1 GENERAL

1.01 SCOPE

- A. The work consists of the application of hot bituminous mixtures of the type and thickness specified on the construction plans which shall be composed of a mixture of:
 - 1. Aggregate.
 - Mineral filler, if necessary to produce the desired stability hereinafter described; and
 - Asphalt cement.
- B. The application of hot bituminous mixtures shall be properly placed upon a prepared base of the type called for on the construction plans in accordance with lines, grades, thickness, and typical section(s) shown including the conditioning of existing surface or base.

PART 2 PRODUCTS

2.01 ASPHALT MIXES

A. Except for friction courses and base courses, the hot bituminous mixture shall be of the type called for on the construction plans and shall conform to hot mix design criteria as outlined in the latest edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

2.02 FRICTION COURSE

A. The asphaltic concrete friction course shall be in accordance with Section 337, Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, latest edition.

PART 3 EXECUTION

3.01 APPLICATION OF ASPHALT MIXES

- A. Limitation of Operations
 - 1. The mixture shall be spread only when the air temperature (in the shade) is above 40° Fahrenheit and rising.
 - 2. The temperature of the mixture at the time of spreading shall be within 25° Fahrenheit of the temperature set by the ENGINEER for this stage of the operation. The temperatures thus set by the ENGINEER shall be between 250° Fahrenheit and 340° Fahrenheit.

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3. Any mixture caught in transit by a sudden rain may be laid only at the CONTRACTOR's risk. Should such mixture prove unsatisfactory, it shall be removed and replaced with satisfactory mixture at the CONTRACTOR's expense. In no case shall the mixture be laid while rain is falling or when there is water on the surface to be covered.

B. Joints

- Transverse joints: Placing of the mixture shall be as continuous as possible and the roller shall not pass over the unprotected end of the freshly laid mixture except when the laying operation is to be discontinued long enough to permit the mixture to become chilled. When the laying operation is thus interrupted, or laying operation is to commence from a cold joint, a transverse joint shall be construction by cutting back on the previous run to expose the full depth of the mat.
- Longitudinal joints: Where only a portion of the width of pavements is to be laid, the exposed edge shall be vertical. If traffic has rolled over the edge the ENGINEER may require the rolled edge trimmed back to a vertical face prior to construction the adjacent strip.
- General: When the fresh mixture is laid against the exposed edges of joints (trimmed or formed) it shall be placed on close contact with the exposed edge so that an even, well compacted joint will be produced after rolling without having an open joint or unlevel surface condition.
- Layered placement of hot bituminous mixture shall be accomplished to cause longitudinal joints to be offset 6 to 12 inches laterally between successive layers.

C. Finished Surface Requirements

- 1. For the purpose of testing the finished surface, the CONTRACTOR shall provide a 15-foot straight edge and a standard template cut to the true cross-section of the road. These shall be available at all times during construction so that the ENGINEER may check the finished surface. The CONTRACTOR shall provide and designate some employee whose duty it is to use the straight edge and template in checking all rolled surface under the direction of the ENGINEER. Vertical measurements from a string line between curbs to determine crown may be accepted as an alternate. The finished surface shall be such that it will not vary more than one-fourth inch from the 15-foot straight edge. Any irregularity of the surface exceeding the above limits shall be corrected.
- The CONTRACTOR shall be responsible for obtaining a smooth surface on all pavement courses placed. The finished surface shall be of uniform thickness texture and compaction. The surface shall have no pulled, torn, loosened portions and shall be free of segregation, sand streaks, sand spots, ripples or roller marks, depressions that show up after initial rolling, and roller depressions. Any area of the surface which does not meet the

foregoing requirements shall be corrected at the CONTRACTOR's expense.

- Correction of unacceptable pavement or portion thereof shall be determined in one of the following methods, only if approved by the ENGINEER:
 - a. Remove and replace if correction is made by removing and replacing the pavement, the removal must be for the full depth of the course and extend at least 50 feet on either side of the defective area, for the full width of the paving lane.
 - b. Overlaying if correction is made by overlaying, the overlay shall cover the length of the defective area and taper uniformly to a feather edge thickness at a minimum distance of 50 feet on either side of the defective area and for the entire width of roadway.

D. Compaction

- 1. The complete pavement will be accepted with respect to in-place density when the following criteria has been met:
 - a. Ninety-five percent of laboratory density (FM 1-T166) has been achieved.
 - b. Laboratory density (FM-T166) will be determined from a sample of the hot mix obtained in the field.
 - In-place density will be determined from field cores obtained during thickness evaluation.

E. Tests (Allowable Deficiencies - Thickness)

- 1. The average thickness of the compaction in-place mixture shall be determined as shown on the construction plans typical cross-section(s) for that particular roadway(s) to be constructed. The pavement shall not be approved or accepted unless the following criteria has been met:
 - a. The compacted in-place pavement has not exceeded a deficiency of ¼ inch in thickness as determined by the measured depths of two-inch diameter cores taken at random at a rate of one every 500 SY.
 - b. Not more than 20 percent of the total cores taken for than roadway (thickness and type) shall be deficient with no individual core exceeding the 1/4-inch tolerance. Roadway pavement indicating an average thickness of 1-1/4 inch shall not have an individual core of less than one-inch in-place thickness.
 - c. Core lengths shall not exceed the average pavement thickness by more than three-eighths inch and shall be calculated as the next lower thickness.

SECTION 02911 Page 3 of 4 d. All testing required such as mixture, density, cores, etc. shall be the responsibility of the CONTRACTOR with the testing performed by an independent testing laboratory, testing results submitted to and approved by the ENGINEER.

F. Care to be Exercised

- The CONTRACTOR shall use extreme care when applying prime coats, tack coats or laying the asphaltic concrete to insure the materials being applied do not come in contact with surface of adjacent structures such as but not limited to curb, inlets, etc., other than those surfaces designed for contact. Any material allowed to come in contact with surfaces other than those scheduled shall be cleaned by any method acceptable to the ENGINEER that does not destroy the function or aesthetic value of the structure. Any surface after cleaning that remains objectionable to the ENGINEER may result in removing and replacing the objectionable section. All removal, replacement or attempts to clean surfaces shall be at the CONTRACTOR's expense.
- 2. The CONTRACTOR shall use extreme care in using equipment adjacent to structures such as, but not limited to curbs, inlets, etc. to prevent damage to those structures such as roller scars, grader scars, etc. The ENGINEER may direct removal and replacement of those objectionable surfaces that have in his opinion destroyed the functional or aesthetic value of the structure. Cost of removal and replacement shall be at the CONTRACTOR's expense.

PART 4 MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

- A. The quantity to be paid for under this section shall be the number of square yards of asphaltic surface and/or friction course actually completed and accepted, for the various types required by the approved plans.
- B. In determining the quantity of asphaltic concrete surface and/or friction course, the length to be used in the calculation shall be the actual length measured along the surface of the pavement and the width as specified by the approved plans.

4.02 BASIS OF PAYMENT

- A. The quantity of asphaltic concrete surface and/or friction course shall be paid for at the contract unit price per square yard for the various types required by the approved plans.
- B. The above price and payment shall be full compensation for all the work specified in this section and shall include all materials, equipment, tools, labor, testing laboratory, and incidentals necessary to complete the work.

SECTION 02912 BASE COURSE, PRIME AND TACK COAT, AND STABILIZED SUBGRADE

PART 1 GENERAL

1.01 SCOPE

- A. The soil-cement base course work specified in this section consists of construction of a base course composed of soil and Portland cement uniformly mixed, moistened, compacted, finished and cured in accordance with these specifications, and shall conform to the lines, grades, thicknesses and typical cross-sections shown on the plans. The base shall be designed to have a seven-day in-situ compressive strength of 250 psi minimum. Seven-day laboratory design compressive strength shall be a minimum of 300 psi.
- B. The shell base course work specified in this section consists of construction of a base course composed of shell. It shall be constructed on the prepared subbase in accordance with these specifications and in conformity with the lines, grades, notes and typical cross-sections shown on the plans. Where so shown on the plans, the base shall be constructed in two courses. Where the plans do not specify double-course base, the base may be constructed in either one or two courses.
- C. The prime and tack coat work consists of applying bituminous materials on a previously prepared base in accordance with these specifications and in conformity with the lines, grades, dimensions and notes shown on the plans.
- D. The stabilized subgrade work shall consist of bringing the bottom of excavations and top of embankments of the roadway between the outer limits of the paving or base course to a surface conforming to the grades, lines and cross-sections shown on the plans, and to a uniform density.
- E. The base material must meet the requirements of the local transportation entity or it will not be considered.
- F. The base material specified on the drawings shall be the basis for the bid.

PART 2 PRODUCTS

2.01 SOIL CEMENT BASE

- G. Portland cement shall comply with the latest specifications for Portland cement, AASHTO M-85, AASHTO M-134 or ASTM C-150 for the type specified. A one-cubic-foot sack of Portland cement shall be considered to weight 94 pounds. The amount of cement used shall be sufficient to obtain the required compressive strength, however, under no circumstances shall the amount be more than 9 percent by weight. No minimum cement content is required.
- H. Water for use with cement shall be clean and free of substances deleterious to the hardening of the soil-cement.

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- I. The soil to be used for the base course shall consist of bank-run shell, limerock, crushed portland cement concrete, approved borrow material or a combination of these materials proportioned as approved by the laboratory. The soil shall be free of organic debris, trash, roots or any other substance considered deleterious to the hardening of the soil-cement. Proposed recycled materials will be considered on a case-by-case basis.
 - 1. Specific requirements for soil

Gradation: Sieve Size Minimum % Passing

2 - inch 100 percent #4 55 percent 10 37 percent

- J. Soil cement for base construction shall have a LBR value of not less than 100. One LBR test shall be required from the source of the soil cement base material.
- K. The CONTRACTOR shall submit for approval a design mix for the soil proposed for use in soil-cement construction prepared by an independent testing laboratory approved by the ENGINEER. The design mix submittal shall include the results of tests run to verify that the soil meets the material requirements. Results of test used to establish the cement content, and a final design laboratory sample shall also be submitted. Laboratory testing for design mix evaluation shall be accomplished using water from the source proposed for use during construction. The design mix shall be submitted to the Engineer for approval a minimum of 15 calendar days prior to beginning of soil-cement construction. The minimum cement content shall be determined by Florida Test Method FM 5-520-Laboratory Design of Soil-Cement Mixtures. The soil material, used in producing a soil-cement mixture, shall be obtained from a commercial source where soil properties are consistently uniform, and the mixture shall be processed in a central mix plant that automatically weighs components and automatically records the weight of each component on a printed ticket or tape. Mixed in place soil cement will not be authorized.

2.02 SHELL BASE

The materials shall not contain excessive amounts of sand and fine particles to prevent proper bonding.

At least 97 percent of the material shall pass a 3½-inch sieve. Not less than ten percent nor more than 20 percent of the material shall pass the Number 200 sieve by washing.

The portion of the material passing the Number 40 sieve shall be non-plastic.

Shell for base construction shall have an LBR value of not less than 100. One LBR test shall be taken per each 1,500 SY area. Each source of shell base materials must be specifically approved for usage.

Each deposit proposed for use shall be inspected by the ENGINEER prior to use. Acceptance or rejection will be made on production of a uniform material consistently meeting this specification. The ENGINEER may require a certified copy of current Florida Department of Transportation (FDOT) quality assurance for each source.

2.03 CRUSHED CONCRETE BASE

Crushed concrete conforming to the gradation and other requirements of Section 204-2 of the most recent FDOT Standard Specifications for Road and Bridge Construction.

2.04 PRIME AND TACK COAT

For the prime and tack coat, any one of the following types or grades of prime and tack materials may be used at the option of the CONTRACTOR unless a particular type and grade are called for on the plans.

1. Prime Coat

- a. Cutback Asphalt, Grade RC-70 or RC-250.
- b. Emulsified Asphalt, Grade RS-2, SS-1, SS-1H or Special MS.

2. Tack Coat

a. Emulsified Asphalt, Grade S, RS-2, AE-90, SS-1, SS-1H or Special MS.

PART 3 EXECUTION

3.01 CONSTRUCTION OF SOIL CEMENT BASE

A. Equipment

3. For performing the work specified in this section, the CONTRACTOR may use any machine, combination of machines or equipment that will produce the completed soil-cement base course meeting the requirements for soil pulverization, cement application, mixing, water application, incorporation of materials, compaction, finishing and curing as controlled by these specifications. Special attention is directed to the necessity for utilizing compaction equipment which will produce the required density in a particular soil-cement blend.

B. Preparation

1. Before other construction operations are begun, the areas to be paved shall be graded and shaped as required to construct the soil-cement base in conformance with the grades, lines, thicknesses and typical cross-sections shown on the plans. Any additional soil needed shall be placed as directed by the ENGINEER. The subgrade shall be firm and able to support without displacement the construction equipment and compaction hereinafter specified. Any unsuitable soil or materials, including material retained on a three-inch sieve, shall be removed and replaced with acceptable material. Soft or yielding subgrade shall be corrected and made stable before construction proceeds.

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10/24/03 35594 2. The subgrade in both cuts and fills shall be compacted to density of 98 percent of the maximum density as determined by AASHTO T-180 (modified). The subgrade shall be shaped prior to making the density tests. Subgrade LBR shall be as shown on the construction plans. Test results of subgrade density and LBR shall be provided to the ENGINEER for review prior to the construction of the base material.

C. Plant Mix

1. A plant mixture of soil-cement material shall be utilized. The plant should demonstrate the ability to properly proportion the cement to obtain a uniform mix, meeting all specifications.

D. Compaction

Prior to the beginning of compaction the mixture shall be in a loose condition for its full depth and shall be within approximately two percent of the optimum moisture. The loose mixture shall be uniformly compacted to the specified density within three hours. During compaction operations, shaping may be required to obtain uniform compaction and required grade and cross-section. No soil cement shall be applied when the soil or subgrade is frozen. The air temperature shall be at least 40° Fahrenheit in the shade and rising, or over 50° Fahrenheit.

E. Finishing

1. After the mixture has been compacted, the surface of the soil-cement shall be shaped, if necessary, to the required lines, grades and cross-section. During shaping operations, the surface shall be lightly scarified to loosen any imprints left by the compacting or shaping equipment. The resulting surface shall then be compacted to the specified density with steel-wheel or pneumatic tire rollers, or both. Rolling shall be supplemented by broom-dragging as required. Surface compaction and finishing shall be done in such a manner as to produce, in not longer than three hours, a smooth, dense surface, free of surface compaction planes, cracks, ridges or loose materials.

F. Uniformity

1. Any portion of the soil-cement that has a density less then 95 percent of the maximum density, determined as specified, shall be corrected by additional rolling. If the time limits set forth herein have been exceeded, the base shall be left undisturbed and shall be tested (after seven days of curing) to determine its suitability. If it is found unsuitable, it shall be removed and replaced by the CONTRACTOR without additional compensation. The CONTRACTOR may, at his option, remove and replace the deficient base rather than wait for the results of the seven-day test.

G. Construction Joints

 At the end of each day's construction, a straight transverse construction joint shall be formed by cutting back into the completed work to form a true vertical face. The construction joint thus formed shall be located so as to exclude all of that part of the base at the end of the run from being considered a part of the finished base if it does not have full depth, is not thoroughly compacted, is not properly proportioned, or is not properly mixed.

H. Curing

1. After the soil-cement base has been finished as specified herein, it shall be protected against drying for seven days, as specified herein. The finished soil-cement base shall be maintained in a moist condition by application of water until the curing material is applied. The curing material shall not be applied until the finished soil-cement base has been inspected by the ENGINEER and such inspection has determined that the base material is hardening in a uniform and satisfactory manner. The bituminous material and construction shall be in accordance with the specifications for Prime and Tack Coat for base courses. The actual rate of application shall be sufficient to provide complete coverage without excessive runoff. At the time the bituminous material is applied, the soil-cement surface shall be dense, free of all loose and extraneous material and shall contain sufficient moisture to permit penetration of the bituminous material. Water shall be applied in sufficient quantity to fill the surface voids of the soil-cement immediately before the bituminous curing material is applied.

Opening to Traffic

- After the seven-day curing period, the completed portion may be open to all traffic, provided the soil-cement is either protected or has hardened sufficiently to prevent marring or distorting of the surface by the equipment or traffic, and provided the curing as specified is not impaired.
 - a. The curing material shall be adequately maintained during the seven-day protection period so that all of the soil-cement will be covered effectively during this period.
 - b. Finished portions of soil-cement that are used by equipment during the construction of an adjoining section shall be protected in such a manner as to prevent the equipment from marring or damaging the completed work.
 - c. When the air temperature may be expected to reach the freezing point, sufficient protection from freezing shall be given the soil-cement for seven days after its construction and until it has hardened. Other curing materials such as moist earth, straw or hay may be used upon approval.

J. Maintenance

1. The CONTRACTOR shall maintain the base to a true and satisfactory surface until the wearing surface is constructed. Should any repairs of patching be necessary, they shall extend to the full depth of the base and shall be made in a manner that will assure restoration of a uniform base course conforming to the requirements of these specifications. In no case shall repairs be made by adding a thin layer of soil-cement to the completed work. The CONTRACTOR may, at his option, make full-depth repairs with concrete to small or minor areas such as manholes, inlets or the like.

K. Testing

- Tests are a necessary part of soil-cement base construction. The following tests will be made by the laboratory:
 - Determinations of Cement Applied
 - b. Field Density Tests shall be taken per each 500 SY maximum area or per each 500 feet per lane, whichever is less.
 - c. Moisture-Density Test
 - d. Bag Samples Bag samples shall be taken at least once daily at intervals not to exceed 5,000 SY and molded in the laboratory at field moisture content based on standard proctor density test (AASHTO T-99). Each specimen shall be four inches in diameter and six inches in height. The specimens shall be cured for seven days and tested for compressive strength. The bag samples shall have a minimum strength of 250 psi.
 - e. Six-Inch Diameter Cores For each day's placement of base material, field cores of six inch diameter shall be taken after seven days curing time at intervals of one every 500 SY or at intervals closer if necessary to isolate areas showing below minimum requirements. The cores shall be used to determine thickness of base and compression tested to determine strength of base material. The cores shall have an average compressive strength of 250 psi. The minimum compressive strength core break shall be 200 psi. Cores with less than 200 psi shall require the CONTRACTOR to isolate the area of base with additional cores and compressive tests for determining limits of the unacceptable base. That portion determined unacceptable shall be removed and replaced with new material, retested after seven days as outlined above. Where the base is more than one-half inch deficient in thickness, the area covered by this deficient base shall be replaced. The one-half inch deficiency may be accepted only if found in minor isolated areas. Additional cores will be required to determine size of deficient area.
 - f. Test Results After receipt of the test reports from the laboratory stating that there is a satisfactory soil-cement base, the ENGINEER may allow the wearing surface to be placed.
 - g. All tests shall be performed by a testing laboratory, approved by the ENGINEER. The testing laboratory shall be under the direction of a Professional Engineer with at least five years of materials testing experience. All tests shall be performed at the CONTRACTOR's expense.

L. Grade Stakes

 The CONTRACTOR shall make every effort to preserve the grade stakes until the job is completed. Destroyed or moved stakes shall be replaced at the CONTRACTOR's expense.

3.02 CONSTRUCTION OF SHELL BASE

A. Equipment

 This work may be performed with any machine, combination of machine or equipment that will produce the specified results.

B. Transporting Shell

 The shell shall be transported (over material previously spread) to the point where it is to be used. It shall then be dumped on the end of the preceding spread. In no case shall material be dumped directly on the subbase.

C. Spreading Shell

1. The shell shall be spread uniformly. All segregated areas of fine or coarse material shall be removed and replaced with well graded shell. For double-course base, the material shall be spread in two courses. The thickness of the first course shall be approximately one-half the total thickness of the finished base, or enough additional to bear the weight of the construction equipment without disturbing the subbase.

D. Compacting and Finishing Base

- 1. For double-course base, the first course shall be bladed if necessary to secure a uniform surface and shall be compacted to the density specified below immediately prior to spreading the second course. No other finishing of this course is required.
 - a. After spreading is completed, the entire surface shall be scarified and shaped so as to produce the exact grade and cross-section after compaction. For double-course bases, this scarifying shall extend to a depth sufficient to penetrate slightly the surface of the first course.
 - b. As soon as proper conditions of moisture are attained, the material shall be compacted to a density of 98 percent of the maximum density obtainable under AASHTO Method T-180 (modified). Where the base is being constructed in one course and the specified thickness is more than six inches, the density specified above shall be obtained in both the bottom half and the top half of the base. During final compacting operations, if blading of any areas is necessary to obtain the true grade and cross-section, the compacting operations for such areas shall be completed prior to making the density determinations on the finished base.
 - c. The surface shall be "hard-planed" with a blade grader immediately prior to the application of the prime coat to remove the tin-glazed or cemented surface, leaving a granular or porous condition that will allow free penetration of the prime material. The materials planed from the base shall be removed from the base area.

d. If, at any time, the subbase material should become mixed with the base course material, the CONTRACTOR shall excavate and remove the mixture. He shall reshape and compact the subgrade, and replace the materials removed with clean base material. The clean base material shall then be shaped and compacted as specified above.

E. Testing Surface

- 1. The finished surface of the base course shall be checked with a templet cut to the required cross-section and with a 15 foot straight edge laid parallel to the centerline of the road or other approved testing devices. All irregularities greater than ±1/4 inch shall be corrected by scarifying and removing or adding rock, as may be required, after which the entire areas shall be recompacted as specified herein. On every project at least one of each of the following density tests shall be made by the laboratory at intervals not exceeding 500 SY unless otherwise specified.
 - a. Modified Proctor Maximum Density Determination Tests. Tests shall be taken per each 500 SY maximum area.
 - b. Field In-Place Density Tests.

F. Thickness

 After the base is completed, test holes shall be dug or cores taken at intervals of not more than 500 SY, or at closer intervals if necessary. Where the base is deficient in thickness, the area covered by this deficient base shall be reworked by scarifying to a depth of at least three inches and adding more base material, so that after proper compacting the thickness will conform to the plans.

All tests shall be performed by an independent testing laboratory, approved by the ENGINEER. The testing laboratory shall be under the direction of a Professional Engineer with at least five years of materials testing experience.

G. Grade Stakes

 The CONTRACTOR shall make every effort to preserve the grade stakes until the job is completed. Destroyed or moved stakes shall be replaced at the CONTRACTOR's expense.

3.03 CONSTRUCTION OF CRUSHED CONCRETE BASE

A. Equipment

1. This work may be performed with any machine, combination of machine or equipment that will produce the specified results.

B. Transporting Crushed Concrete

 The crushed concrete shall be transported (over material previously spread) to the point where it is to be used. It shall then be dumped on the end of the preceding spread. In no case shall material be dumped directly on the subbase.

C. Spreading Crushed Concrete

1. The crushed concrete shall be spread uniformly. All segregated areas of fine or coarse material shall be removed and replaced with well graded material. For double-course base, the material shall be spread in two courses. The thickness of the first course shall be approximately one-half the total thickness of the finished base, or enough additional to bear the weight of the construction equipment without disturbing the subbase.

D. Compacting and Finishing Base

- For double-course base, the first course shall be bladed if necessary to secure a
 uniform surface and shall be compacted to the density specified below immediately
 prior to spreading the second course. No other finishing of this course is required.
 - a. After spreading is completed, the entire surface shall be scarified and shaped so as to produce the exact grade and cross-section after compaction. For double-course bases, this scarifying shall extend to a depth sufficient to penetrate slightly the surface of the first course.
 - b. As soon as proper conditions of moisture are attained, the material shall be compacted to a density of 98 percent of the maximum density obtainable under AASHTO Method T-180 (modified). Where the base is being constructed in one course and the specified thickness is more than six inches, the density specified above shall be obtained in both the bottom half and the top half of the base. During final compacting operations, if blading of any areas is necessary to obtain the true grade and cross-section, the compacting operations for such areas shall be completed prior to making the density determinations on the finished base.
 - c. The surface shall be "hard-planed" with a blade grader immediately prior to the application of the prime coat to remove the tin-glazed or cemented surface, leaving a granular or porous condition that will allow free penetration of the prime material. The materials planed from the base shall be removed from the base area.
 - d. If, at any time, the subbase material should become mixed with the base course material, the CONTRACTOR shall excavate and remove the mixture. He shall reshape and compact the subgrade, and replace the materials removed with clean base material. The clean base material shall then be shaped and compacted as specified above.

E. Testing Surface

1. The finished surface of the base course shall be checked with a templet cut to the required cross-section and with a 15 foot straight edge laid parallel to the centerline of the road or other approved testing devices. All irregularities greater than ±1/4 inch shall be corrected by scarifying and removing or adding rock, as may be required, after which the entire areas shall be recompacted as specified herein. On every project at least one of each of the following density tests shall be made by the laboratory at intervals not exceeding 500 SY unless otherwise specified.

- a. Modified Proctor Maximum Density Determination Tests. Tests shall be taken per each 500 SY maximum area.
- b. Field In-Place Density Tests.

F. Thickness

 After the base is completed, test holes shall be dug or cores taken at intervals of not more than 500 SY, or at closer intervals if necessary. Where the base is deficient in thickness, the area covered by this deficient base shall be reworked by scarifying to a depth of at least three inches and adding more base material, so that after proper compacting the thickness will conform to the plans.

All tests shall be performed by an independent testing laboratory, approved by the ENGINEER. The testing laboratory shall be under the direction of a Professional Engineer with at least five years of materials testing experience.

G. Grade Stakes

 The CONTRACTOR shall make every effort to preserve the grade stakes until the job is completed. Destroyed or moved stakes shall be replaced at the CONTRACTOR's expense.

3.04 APPLICATION OF PRIME AND TACK COAT

A. Equipment

1. This work may be performed with any machines, combination of machines, or equipment that will produce the specified results.

B. Cleaning the Base

1. Before any bituminous material is applied, all loose material, dust, caked clay and foreign materials which might prevent proper bond with existing surface shall be moved to the shoulders. Particular care shall be taken to clean the outer edges of the strip to the treated in order to insure that the tack coat will adhere. Where the prime or tack coat is applied adjacent to the curb and gutter or valley gutter, such concrete surfaces are to be protected and kept free of bituminous material.

C. Weather Limitations

1. No bituminous material shall be applied when the temperature of the air is less than 40? Fahrenheit in the shade, or when the weather conditions or the condition of the existing surface is unsuitable.

D. Application of Prime Coat

 The surface to be primed shall be clean and contain optimum moisture. The temperature of the prime material shall be between 100? and 150? Fahrenheit. The exact temperature shall be such as will insure uniform distribution. The material shall be applied by means of a pressure distributor. The amount of bituminous material applied shall be at the rate of approximately 0.10 to 0.25 gallons per square yard, dependent upon the type of base materials. The rate of application shall be sufficient so as to coat the surface thoroughly and uniformly without having any excess to form pools or to flow off the base. A light, uniform application of clean sand shall be applied prior to opening the primed base to traffic. To cure the prime coat in such cases, the sand shall be rolled with a traffic roller in conjunction with traffic. If warranted by traffic conditions, the application shall be made only on one-half of the width of the base at one time, care being taken to secure the correct amount of bituminous material at the joint. The base shall be sufficiently moist in order to obtain maximum penetration of the asphalt.

E. Application of Tack Coat

1. Where a bituminous surface is to be laid and a tack coat is required, both shall be applied as herein specified. On newly constructed base courses, the application of the tack coat (when one is required) shall follow the application of the prime coat, immediately before the wearing surface is applied. In general, a tack coat will not be required on primed bases, except in areas which have become excessively dirty and cannot be cleaned, or in areas where the prime has cured and lost bonding effect. The tack coat shall be applied with a pressure distributor. The bituminous material shall be heated to a suitable consistency as designated. The bituminous material shall be applied only in the amount necessary to bond the wearing surface to the base. The rate of application shall be between 0.02 and 0.08 gallons per square yard. The exact rate shall be designated by the ENGINEER. The tack coat shall be applied sufficiently in advance of the wearing surface to permit drying. However, it shall not be applied so far in advance or over such an area as to lose its adhesiveness as a result of being covered with dust or other foreign material. The tack coat shall be kept free from traffic until the wearing surface is laid.

3.05 PREPARATION OF STABILIZED SUBGRADE

A. Subbase

 The work shall consist of bringing the bottom of excavations and the top of embankments of the roadway to a surface conforming to the grades, lines and cross sections shown on the plans.

All soft and yielding material and other portions of the subgrade which will not compact readily shall be removed and replaced with suitable material and the whole subbase brought to line and grade, allowing for subsequent compaction.

- a. All submerged stumps, roots or other organic matter encountered in the preparation of the subbase shall be removed.
- b. The subbase shall be stabilized to the minimum Bearing Ratio and depth shown on the plans. LBR tests shall be taken per each 1,500 SY area or per each 1,500 feet of roadway, whichever is less. If the natural in-place soils do not meet the required stability, sufficient borrow material for stabilization shall be uniformly mixed with in-place soils to produce the load Bearing Ratio. Material used for stabilization must be specifically approved for usage. Borrow material shall be included in the cost of subbase bid item.

SECTION 02912 Page 11 of 14

- c. The stabilized subbase in both cuts and fills shall be compacted to a density as determined by AASHTO T-180 (modified). The subbase shall be shaped prior to making the density tests.
- d. The subbase shall be firm and able to support the construction equipment without displacement. The minimum density acceptable at any location will be 98 percent of the maximum density as determined by AASHTO T-180 (modified). Load Bearing Ratio determinations shall be made by the Limerock Bearing Ratio Method, Test Method D of AASHTO T-180 as modified by the Florida Department of Transportation's Research Bulletin 22-B, revised April, 1972. Soft or yielding subgrade shall be corrected and made stable before construction proceeds.
- e. Density tests shall be made before work proceeds.
- f. The required density shall be maintained until the base of pavement has been laid or until the aggregate materials for the base of pavement course have been spread in place.
- g. After the subbase has been prepared, and immediately before any base material is placed, the subbase shall be tested for substantial compliance as to crown and elevation. Material shall be removed or added, as the condition necessitates, and again stabilized and compacted to bring all portions of the subbase to the specified elevation, stability and density.

PART 4 MEASUREMENT AND PAYMENT

4.01 SOIL-CEMENT BASE

A. Method of Measurement

1. The quantity to be paid for under this section shall be the number of square yards of soil-cement base course actually completed and accepted. In determining the quantity of soil-cement base course, the length to be used in the calculations shall be the actual length measures along the surface of the base and the width shall be the width of the base actually constructed, both within the neat lines shown on the plans.

B. Basis of Payment

- This work shall be paid for at the contract unit price per square yard of completed and accepted soil-cement base course. The contract unit price shall be full payment for furnishing all materials, equipment tools, labor, testing and incidentals necessary to complete the work and for carrying out the maintenance provisions in this specification.
- Any additional earth required for the base course in accordance with Paragraph 3.01,B.1 herein, will be paid for at the contract unit price per cubic yard for excavation.
- 3. No allowance shall be made for any materials used or work done outside the lines established by the ENGINEER.

4.02 SHELL BASE

A. Method of Measurement

1. The quantity to be paid for under this section shall be the number of square yards of base acceptably completed. The length to be used in the calculation shall be the actual length measured along the surface of the completed base, and the width of the base actually constructed, both within the neat lines shown on the plans.

B. Basis of Payment

1. The quantity determined as provided above shall be paid for at the contract unit price per square yard for base, complete, in place and accepted. Such price and payment shall be full compensation for performing and completing all the work described in this section and shall include furnishing all materials, equipment, tools, labor, testing and incidentals necessary to complete the work.

4.03 CRUSHED CONCRETE BASE

A. Method of Measurement

1. The quantity to be paid for under this section shall be the number of square yards of base acceptably completed. The length to be used in the calculation shall be the actual length measured along the surface of the completed base, and the width of the base actually constructed, both within the neat lines shown on the plans.

B. Basis of Payment

1. The quantity determined as provided above shall be paid for at the contract unit price per square yard for base, complete, in place and accepted. Such price and payment shall be full compensation for performing and completing all the work described in this section and shall include furnishing all materials, equipment, tools, labor, testing and incidentals necessary to complete the work.

4.04 PRIME AND TACK COAT

A. Method of Measurement

- The quantity to be paid for under this section shall be the number of square yards
 of prime or tack coat actually completed and accepted.
- In determining the quantity of prime or tack coat, the length to be used in the
 calculation shall be the actual length measured along the surface of the pavement
 and the width shall be the width of pavement actually constructed, both within the
 neat lines shown on the plans.

B. Basis for Payment

1. The quantity of prime or tack coat determined, as provided in Paragraph A above, shall be paid for at the contract unit price per square yard for this item.

- 2. When no separate bid item for prime is provided in the proposal, the prime coat shall not be paid for directly, and the cost shall be included in the contract unit price for the base course on which it is applied.
- When no separate bid item for tack coat is provided in the proposal, the tack coat shall not be paid for directly, and the cost shall be included in the contract unit price for the pavement to be laid over the tack coat.
- 4. The prices and payments provided for herein shall be full compensation for all materials (including sand covering where required) for heating, hauling and applying, and for all equipment, tools, labor and incidentals necessary to complete the work covered by this section.

4.05 STABILIZED SUBGRADE

A. Method of Measurement

The quantity to be paid for under this section shall be the number of square yards
of subgrade acceptably completed. The length to be used in the calculation shall be
the actual length measured along the surface of the completed subgrade, and the
width of the subgrade actually constructed, both within the neat lines shown on the
plans.

B. Basis of Payment

The quantity determined as provided above shall be paid for at the contract unit price per square yard for subgrade, complete, in place and accepted. Such price and payment shall be full compensation for performing and completing all the work described in this section and shall include furnishing all materials, equipment, tools, labor, testing and incidentals necessary to complete the work.

END OF SECTION 02912

SECTION 02924 PAVEMENT MARKING, STRIPING, AND SIGNS

PART 1 GENERAL

1.01 SCOPE

A. This section specifies pavement traffic painting, marking, striping, and signing shown on the plans or called for in the specifications. In general, all pavement traffic painting, marking, striping, and signing shall comply with the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, hereafter referenced "FDOTSPEC" and the Manual on Uniform Traffic Control Devices, U.S. Department of Transportation, Federal Highway Administration, hereafter referenced as "MUTCD" and the Florida Department of Transportation Roadway and Traffic Design Standards, hereafter referenced by index number.

1.02 SPECIFICATION AND STANDARDS REFERENCE

A. Where supplementary specifications or standards such as ASTM, AWWA, AASHTO, etc., are referenced, such references shall be the latest edition.

PART 2 PRODUCTS

2.01 SIGN PANELS AND POSTS

A. Sign panels shall be aluminum. All signposts shall be steel flanged channel installed in accordance with FDOT index number 11865.

2.02 SIGN BLANKS AND FACES

- A. Regulatory and Warning signs as defined in the MUTCD shall be "High Intensity" reflectorized grade.
- B. Street name and guide signs as defined in the MUTCD shall be "Standard reflectorized grade."
- C. CONTRACTOR shall submit documentation from the sign suppliers which identifies the reflector grade of each sign. All materials shall meet the requirements of FDOTSPEC.

2.03 SIGN HARDWARE

A. Signs shall be attached to posts in accordance with FDOT index number 11865.

2.04 PAVEMENT STRIPING AND PAINTING

A. Thermoplastic Striping and Marking - Thermoplastic pavement striping shall be reflective and meet the requirements of FDOTSPEC, Section 711.

B. Painted Striping and Marking - Painted striping shall be reflectorized and meet the requirements of FDOTSPEC, Section 710.

2.05 REFLECTIVE PAVEMENT MARKERS

A. Reflective pavement markers and their installation shall meet the requirements of FDOTSPEC, Section 706.

PART 3 EXECUTION

Not Used

PART 4 MEASUREMENT AND PAYMENT

4.01 BASIS OF PAYMENT

A. Payment for pavement marking, striping, and signing shall be on a lump sum basis in accordance with the accepted proposal. Such payment shall constitute full compensation for furnishing all labor, materials, and equipment necessary to complete the construction on accordance with the plans and specifications.

END OF SECTION 02924



2379 Broad Street, Brooksville, Florida 34604-6899 (352) 796-7211 or 1-800-423-1476 (FL only) TDD only: 1-800-231-6103 (FL only)

On the Internet at WaterMatters.org

Bartow Service Office 170 Century Boulevard Bartow, Florida 33830-7700 (863) 534-1448 or 1-800-492-7862 (FL only) **Sarasota Service Offico** 6750 Fruitville Road Sarasota, Florida 34240-9711 (941) 377-3722 or 1-800-320-3503 (FL only)

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

November 10, 2014

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

Subject: Project Evaluation - Project Exempt

Project Name: 9th Avenue Drive East Sidewalk

 File Number:
 703982

 County:
 MANATEE

 Sec/Twp/Rge:
 \$12/T34\$/R17E

Reference: Rule 62-330.051(4)(c) and (15), Florida Administrative Code (F.A.C.)

Dear Mr. Mollanazar:

The District has reviewed the information you submitted for the project referenced above and has determined that an Environmental Resource Permit (ERP) will not be required for the proposed sidewalk and modification of an existing conveyance system along the east side of 9th Avenue Drive East between 31st Street East and 29th Street East. [Rules 62-330.051(4)(c) and (15), F.A.C.]

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

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

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



from the District's website at www.WaterMatters.org/permits/noticing. If you publish notice of agency action, a copy of the affidavit of publishing provided by the newspaper should be sent to the Regulation Division at the District Service Office that services this permit or other agency action, for retention in the File of Record for this agency action.

If you have questions regarding this matter, please contact Steven Lopes in the Tampa Service Office, extension 6506. Please reference the Project Name and Inquiry/Permit Number in future communications concerning this project.

Sincerely,

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

Enclosures:

Notice of Rights File of Record

CC:

Daniel J. Bond, P.E.

Stantec Consulting Services, Inc.

Notice of Rights

Administrative Hearing

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

Judicial Review

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

SECTION C BID SUMMARY

C.01 MINIMUM QUALIFICATIONS OF BIDDERS

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

C.02 BASIS OF AWARD

Award with preference given to certified Minority or Woman Business Enterprises and Section 3 businesses (MBD/WBE/SEC3), 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.

Based upon the requirements of the Community Development Block Grant, the bid received from a MBD/WBE/SEC3 shall be given preference in award, if it is reasonable and no more than 10% higher than the bid of the lowest, responsive and responsible bidder. If no responsive bid received by a MBE/WBE/SEC3 is within 10% of the lowest responsive bid from any qualified bidder, the award shall be made to the qualified bidder with the lowest responsive, responsible bid.

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 guarantee of major items of materials and equipment proposed for incorporation in the Work.

Whenever two or more bids are equal with respect to price, quality and service, the bid received from a MBE/WBE/SEC3 shall be given preference in award.

Whenever two or more bids which are equal with respect to price, quality and service are received, and both of neither of these bids are received from a certified MBE/WBE/SEC business, 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.

C.03 REGISTRATION CareerSource SunCoast WORKFORCE

All Prime Contractors and Subcontractors identified in the bid submittal must register with CareerSource Suncoast Workforce, an employer recruiting service organization. Contractors should contact Rachel Infanti, Account Executive, at the CareerSource Suncoast Office located at 1112 Manatee Avenue East, Bradenton, FL 34208. Phone: (941) 358-4080, Ext. 3116, fax: (941) 358-2944. Email: rinfanti@careersourcesc.com

Bidders are to submit with their Bid:

- 1. Proof of registration with the Suncoast Workforce Office
- 2. MBE/WBE/SEC3 must provide proof of certification
- 3. Bid Forms, Pages Bid Form 1 11
- 4. Bidder's Questionnaire (Attachment "A")
- 5. Public Contracting & Environmental Crimes Certification (Attachment "B")
- 6. The Florida Trench Safety Act (Attachment "C")
- 7. Copy of Firm's Policy or program relating to a Drug Free Workplace (Attachment "D")
- 8. Anti-Lobbying Form (Attachment "E")
- 9. Copy of the license (s)

END OF SECTION C

SECTION C BID SUMMARY

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

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

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

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- 6. The Florida Trench Safety Act (Attachment "C")
- 7. Copy of Firm's Policy or program relating to a Drug Free Workplace (Attachment "D")
- 8. Anti-Lobbying Form (Attachment "E")
- 9. Copy of the license (s)

END OF SECTION C

(Submit in duplicate)

For: IFR TITI F#15-0769-OV 9th Avenue Drive Fast Sidewalk

	St East), Palmetto, FL (Project No.: 9012191)	
Total Offer (Bid "A"):	70 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
Based on a completion time of	f 150 calendar davs	
Total Offer (Bid "B"):		
Based on a completion time of	f <u>100 calendar days</u>	
entirety and with full knowledge and	e that we have carefully reviewed the IFB Documents i understanding of the aforementioned herewith submit the specification, term, and condition contained therein.	
specified stated time shall be offered a	e Work shall be considered. Each bid for completion as a separate "total offer". County has the sole authority to which is in the best interest of County. Only one award si	select
specifications, terms, and conditions Manatee County and the successful whereupon, the defaulting successful	IFB documents, in its entirety, including but not limited is shall be made a part of any resulting Agreement be bidder. Failure to comply shall result in Agreement did bidder shall be required to pay for any and all re-procurs incurred by County, and agrees to forfeit his/her bid bond	etween lefault, ement
Communications concerning this bid	shall be addressed as follows: (Complete all fields)	
Bidder's Name:		
Mailing Address:		
	Fax: ()	
I,	on [date(s)] attest that I	have
visited the project site(s) to familiarize	e myself with the full scope of work required for the bid.	
Acknowledge Addendum No Dated:	Acknowledge Addendum No Dated:	
Acknowledge Addendum No Dated:	: Acknowledge Addendum No Dated:	
Acknowledge Addendum No Dated:	Acknowledge Addendum No Dated:	
Authorized Signature(s):		
Name and Title of Above Signer(s):		

Date: _____

BID FORM (Submit in Duplicate)

IFB #15-0769-OV

9TH Avenue Drive East Sidewalk (31st St East to 29th St East)

Bid "A", Based on a 150 Calendar Day Completion Time (Project No. 9012191)

ITEM NO.	DESCRIPTION	EST. QTY.	1	UNIT PRICE	EXTENDED PRICE
	DRAINAGE				
100	12" Reinforced Concrete Pipe (RCP)	4	LF		
101	15" CPP	235	LF		
102	Concrete Jacket	21	EA		
103	FDOT Type "C" Inlet	2	EA		
104	FDOT Type "E" Inlet	7	EA		
105	FDOT Type "C" Modified Inlet with 9 LF Aluminum Guiderail	1	EA		
106	Remove and Replace Concrete Flume	1	LS		
107	9'-6" Long Special Concrete Endwall	1	EA		
	SUBTOTAL DRAINAGE				
	PAVING				
200	4" Thick Concrete Sidewalk	274	SY		
201	5" Thick Concrete Sidewalk With Reinforcement	25	SY		
202	6" Wide Thickened Edge Concrete Sidewalk	64	SY		
203	6" Thick Driveway Replaclement	257	SY		
204	Type "D" Slotted Curb (includes curb end tapers	93	LF		
205	Aluminum Guiderail	92	LF		
206	Signage and Striping (includes removal / relocation of existing sign)	1	LS		

Bid "A", IFB#15-0769-OV, Based on 150 Calendar Day Completion Time

BIDDER:	
ALITHOPIZED SIGNATURE:	

BID FORM (Submit in Duplicate)

IFB #15-0769-OV

9TH Avenue Drive East Sidewalk (31st St East to 29th St East)

Bid "A", Based on a 150 Calendar Day Completion Time (Project No. 9012191)

BIG A	", Based on a 150 Calendar Da		pletior	i lime (Proje	ct No. 9012191)
ITEM NO.	DESCRIPTION	EST. QTY.	U/M	UNIT PRICE	EXTENDED PRICE
207	Remove Existing Curb and Construct Handicap Ramp with Curb Transitions	1	LS		
208	2" Detectable Warning Strips	3	EA		
209	5 3/4" Type S-III Asphalt	2	SY		
210	6" Stabilized Subgrade (LBR 60)	5	SY		
211	Existing Asphalt to be Milled and Replaced with a Minimum of 1-1/2" Type S-III Asphalt (includes off-site disposal)	91	SY		
212	Maintenance of Traffic (includes preparation of Traffic Control Plans)	1	LS		
	SUBTOTAL PAVING	U. II			1 April - 4
	EARTHWORK				
300	Clearing and Grubbing (includes offsite disposal)	1	LS		
301	Excavation, Embankment, Off-site Fill, Finish Grading, and Final Sodding (complete)	1	LS		
302	Silt Fence (including maintenance of BMPs, inspections and reporting)	690	LF		
303	Utility Adjustments	11	LS		
	SUBTOTAL EARTHWORK		1747		

Bid "A", IFB#15-0769-OV, Based on 150 Calendar Day Completion Time

BIDDER:	
AUTHORIZED SIGNATURE:	

BID FORM (Submit in Duplicate) IFB #15-0769-OV

9TH Avenue Drive East Sidewalk (31st St East to 29th St East)

Bid "A", Based on a 150 Calendar Day Completion Time (Project No. 9012191)

ITEM NO.	DESCRIPTION	EST. QTY.	U/M	UNIT PRICE	EXTENDED PRICE	
	MISCELLANEOUS ITEMS					
400	Construction Surveying and Stakeout (including collection of record information and record drawing preparation)	1	LS			
401	Mobilization	1	LS			
402	Project Identification and Signs	1	LS			
403	Remove / Replace Existing Mailboxes per FDOT Index 532	2	EA			
	SUBTOTAL MISCELLANEOUS ITEMS					
	BASE TOTAL FOR DRAINAGE, PAVING, EARTHWORK, MISCELLANEOUS ITEMS					
	Contract Contingency - 10% of Drainage, Paving, Earthwork, Miscellaneous (Used only with County Approval)					
	GRAND TOTAL AWARD FOR DRAINAGE, PAVING, EARTHWORK, MISCELLANEOUS ITEMS, BID "A", BASED ON A COMPLETION TIME OF 150 CALENDAR DAYS (Including Contingency)					

4 Bid "A", IFB#15-0769-OV, Based on 150 Calendar Day Completion Time

BIDDER:		
AUTHORIZED SIGNATURE:		

BID FORM (Submit in Duplicate) IFB #15-0769-OV

9TH Avenue Drive East Sidewalk (31st St East to 29th St East)

Bid "B", Based on a 100 Calendar Day Completion Time (Project No. 9012191)

ITEM NO.	DESCRIPTION	EST. QTY.		UNIT PRICE	EXTENDED PRICE
	DRAINAGE		ESS		
100	12" Reinforced Concrete Pipe (RCP)	1	LS		
101	15" CPP	235	FT		
102	Concrete Jacket	21	EA		
103	FDOT Type "C" Inlet	2	EA		
104	FDOT Type "E" Inlet	7	EA		
105	FDOT Type "C" Modified Inlet with 9 LF Aluminum Guiderail	1	EA		
106	Remove and Replace Concrete Flume	1	LS		
107	9'-6" Long Special Concrete Endwall	1	EA		
	SUBTOTAL DRAINAGE		Hing.		<u> </u>
			411		
	PAVING				
200	4" Thick Concrete Sidewalk	274	SY		
201	5" Thick Concrete Sidewalk With Reinforcement	25	SY		
202	6" Wide Thickened Edge Concrete Sidewalk	64	SY		
203	6" Thick Driveway Replaclement	257	SY		
204	Type "D" Slotted Curb (includes curb end tapers	93	LF		
205	Aluminum Guiderail	92	LF		
206	Signage and Striping (includes removal / relocation of existing sign)	1	LS_		

5 Bid "B", IFB#15-0769-OV, Based on 100 Calendar Day Completion Time

BIDDER:	_
ALITHORIZED SIGNATURE:	

BID FORM (Submit in Duplicate)

IFB #15-0769-OV

9TH Avenue Drive East Sidewalk (31st St East to 29th St East)

Bid "B", Based on a 100 Calendar Day Completion Time (Project No. 9012191)

	", Based on a 100 Calendar Da	EST.			
ITEM NO.	DESCRIPTION	QTY.	U/M	UNIT PRICE	EXTENDED PRICE
207	Remove Existing Curb and Construct Handicap Ramp with Curb Transitions	1	LS		
208	2" Detectable Warning Strips	3	EA		
209	5 3/4" Type S-III Asphalt	2	SY		
210	6" Stabilized Subgrade (LBR 60)	5	SY		
211	Existing Asphalt to be Milled and Replaced with a Minimum of 1-1/2" Type S-III Asphalt (includes off-site disposal)	91	SY		
212	Maintenance of Traffic (includes preparation of Traffic Control Plans)	1	LS		
	SUBTOTAL PAVING				
	EARTHWORK				1 1 1 1 1 1
300	Clearing and Grubbing (includes off- site disposal)	1	LS		
301	Excavation, Embankment, Off-site Fill, Finish Grading, and Final Sodding (complete)	1	LS		
302	Silt Fence (including maintenance of BMPs, inspections and reporting)	690	LF		
303	Utility Adjustments	1	LS	- 70	
	SUBTOTAL EARTHWORK				/i
F - 2 E					

6 Bid "B", IFB#15-0769-OV, Based on 100 Calendar Day Completion Time

BIDDER:		
AUTHORIZED SIGNATURE:	_	

BID FORM (Submit in Duplicate) IFB #15-0769-OV

9TH Avenue Drive East Sidewalk (31st St East to 29th St East)

Bid "B", Based on a 100 Calendar Day Completion Time (Project No. 9012191)

ITEM NO.	DESCRIPTION	EST. QTY.	U/M	UNIT PRICE	EXTENDED PRICE	
	MISCELLANEOUS ITEMS	W 1/8				
400	Construction Surveying and Stakeout (including collection of record information and record drawing preparation)	1	LS			
401	Mobilization	1	LS			
402	Project Identification and Signs	1	LS			
403	Remove / Replace Existing Mailboxes per FDOT Index 532	2	EA			
	SUBTOTAL MISCELLANEOUS ITEMS					
	BASE TOTAL FOR DRAINAGE, PAVING, EARTHWORK, MISCELLANEOUS ITEMS					
	Contract Contingency - 10% of Drainage, Paving, Earthwork, Miscellaneous (Used only with County Approval)	10	%			
	AS WE DESIGNED	in-	21 1			
	GRAND TOTAL AWARD FOR DRAINAGE, PAVING, EARTHWORK, MISCELLANEOUS ITEMS, BID "B", BASED ON A COMPLETION TIME OF 100 CALENDAR DAYS (Including Contingency)					

7 Bid "B", IFB#15-0769-OV, Based on 100 Calendar Day Completion Time

BIDDER:	
ALITHORIZED SIGNATURE:	

9TH Avenue Drive East Sidewalk (31st St East to 29th St East)

Bid "A" Based on a 150 Calendar Day Completion Time					
ITEM NO.	DESCRIPTION		WORK BY CONTRACTOR	DESCRIPTION OF WORK BY SUBCONTRACTOR	
	DRAINAGE	%	MBE/WBE		
100	12" Reinforced Concrete Pipe (RCP)				
101	15" CPP				
102	Concrete Jacket				
103	FDOT Type "C" Inlet				
104	FDOT Type "E" Inlet				
105	FDOT Type "C" Modified Inlet with 9 LF Aluminum Guiderail				
106	Remove and Replace Concrete Flume				
107	9'-6" Long Special Concrete Endwall				
	PAVING				
200	4" Thick Concrete Sidewalk				
201	5" Thick Concrete Sidewalk With Reinforcement				
202	6" Wide Thickened Edge Concrete Sidewalk				
203	6" Thick Driveway Replaclement				
204	Type "D" Slotted Curb (includes curb end tapers				
205	Aluminum Guiderail				
206	Signage and Striping (includes removal / relocation of existing sign)				
207	Remove Existing Curb and Construct Handicap Ramp with Curb Transitions				
208	2" Detectable Warning Strips				
209	5 3/4" Type S-III Asphalt				
210	6" Stabilized Subgrade (LBR 60)				

Bid "A", IFB#15-0769-OV,
Based on 150 Calendar Day
Completion Time
Subcontractor's %
BIDDER:

AUTHORIZED SIGNATURE:__

8

9TH Avenue Drive East Sidewalk (31st St East to 29th St East)

Bid "A" Based on a 150 Calendar Day Completion Time					
ITEM NO.	DESCRIPTION	· ·	WORK BY CONTRACTOR	DESCRIPTION OF WORK BY SUBCONTRACTOR	
211	Existing Asphalt to be Milled and Replaced with a Minimum of 1-1/2" Type S-III Asphalt (includes off-site disposal)				
212	Maintenance of Traffic (includes preparation of Traffic Control Plans)				
	EARTHWORK				
300	Clearing and Grubbing (includes off- site disposal)		-		
301	Excavation, Embankment, Off-site Fill, Finish Grading, and Final Sodding (complete)				
302	Silt Fence (including maintenance of BMPs, inspections and reporting)			,	
303	Utility Adjustments				
	MISCELLANEOUS ITEMS				
400	Construction Surveying and Stakeout (including collection of record information and record drawing preparation)				
401	Mobilization				
402	Project Identification and Signs				
403	Remove / Replace Existing Mailboxes per FDOT Index 532				

This is a duplication of the Bid Items where the Bidder shall state the percentage of Work (of each item listed) and a description of the Work which shall be performed by a Subcontractor.

Bid "A", IFB#15-0769-OV,
Based on 150 Calendar Day
Completion Time
Subcontractor's %

BIDDER:

AUTHORIZED SIGNATURE:

9TH Avenue Drive East Sidewalk (31st St East to 29th St East)

Bid "B" Based on a 100 Calendar Day Completion Time **WORK BY DESCRIPTION OF WORK BY** ITEM NO. **DESCRIPTION** SUBCONTRACTOR SUBCONTRACTOR **DRAINAGE** % MBE/WBE 12" Reinforced Concrete Pipe 100 (RCP) 15" CPP 101 102 Concrete Jacket FDOT Type "C" Inlet 103 104 FDOT Type "E" Inlet FDOT Type "C" Modified Inlet with 9 105 LF Aluminum Guiderail Remove and Replace Concrete 106 Flume 107 9'-6" Long Special Concrete Endwall **PAVING** 4" Thick Concrete Sidewalk 200 5" Thick Concrete Sidewalk With 201 Reinforcement 6" Wide Thickened Edge Concrete Sidewalk 202 6" Thick Driveway Replaclement 203 Type "D" Slotted Curb (includes curb end tapers 204 205 Aluminum Guiderail Signage and Striping (includes removal / relocation of existing sign) 206 Remove Existing Curb and Construct Handicap Ramp with 207 Curb Transitions 2" Detectable Warning Strips 208 209 5 3/4" Type S-III Asphalt

10 Bid "B", IFB#15-0769-OV, Based on 100 Calendar Day Completion Time Subcontractor's %

BIDDER:	_	
AUTHORIZED SIGNATURE:		

6" Stabilized Subgrade (LBR 60)

210

9TH Avenue Drive East Sidewalk (31st St East to 29th St East)

	Bid "B" Based on a 100	WORK BY	DESCRIPTION OF WORK B
EM NO.	DESCRIPTION	SUBCONTRACTOR	SUBCONTRACTOR
211	Existing Asphalt to be Milled and Replaced with a Minimum of 1-1/2" Type S-III Asphalt (includes off-site disposal)		
212	Maintenance of Traffic (includes preparation of Traffic Control Plans)		
	EARTHWORK		
300	Clearing and Grubbing (includes off- site disposal)		
301	Excavation, Embankment, Off-site Fill, Finish Grading, and Final Sodding (complete)		
302	Silt Fence (including maintenance of BMPs, inspections and reporting)		
303	Utility Adjustments		
	MISCELLANEOUS ITEMS		
	Construction Surveying and Stakeout (including collection of record information and record drawing preparation)		
401	Mobilization		
402	Project Identification and Signs		
	Remove / Replace Existing Mailboxes per FDOT Index 532		

11 Bid "B", IFB#15-0769-OV, Based on 100 Calendar Day Completion Time Subcontractor's %

BIDDER:	 	
AUTHORIZED SIGNATURE:		

MAILING LABEL

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

MAILING LABEL TO AFFIX TO OUTSIDE OF SEALED BID PACKAGE:

SEALED BID - DO NOT OPEN
BIDDER:
SEALED BID NO: IFB #15-0769-OV
BID TITLE: IFB TITLE, 9 th Avenue Drive East Sidewalk (31 st St
East to 29 th St East), Palmetto, FL Project No.; 9012191
DUE DATE/TIME: @

SECTION D

INSURANCE AND BONDING REQUIREMENTS

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

policy): Insurance / Bond Type	Required Limits
1. Automobile Liability:	Bodily Injury and Property Damage, Owned/Non-Owned/Hired; Automobile included \$ 1,000,000 each occurrence This policy shall contain severability of interests' provisions.
Commercial General Liability: (Occurrence Fo patterned after the curre form)	%
3. Employer's Liability:	\$ 1,000,000 single limit per occurrence
4. Worker's Compensati	Statutory Limits of Chapter 440, Florida Statutes, and all Federal Government Statutory Limits & Requirements
5. Other Insurance, as r	a. 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. Installation Floater \$ If the resulting Agreement does not include construction of or additions to above ground building or structures, but does involve the installation of machinery or equipment, successful bidder shall provide an "Installation Floater" with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s). c. Maritime Coverage (Jones Act) \$ per occurrence Coverage shall be maintained where applicable to the completion of the Work.

Insurance / Bond Type	Required Limits
	d. Pollution
	\$ per occurrence
	e. 🔲 Professional Liability
	\$ per claim and in the aggregate
	 \$1,000,000 per claim and in the aggregate
	 \$2,000,000 per claim and in the aggregate
	f. Project Professional Liability
	\$ per occurrence
	g. Property Insurance
	\$
	If the resulting Agreement includes construction of or additions to above ground buildings or structures, bidder shall provide "Builder's Risk" insurance with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).
	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 subconsultants, to include Special Consultants; successful bidder shall provide satisfactory written confirmation to Owner of these additional waivers.
	h. 🔲 U.S. Longshoreman's and Harborworker's Act
	Coverage shall be maintained where applicable to the completion of the Work.
	i. 🔲 Valuable Papers Insurance
	\$ per occurrence
	j. ☐ Watercraft
	\$ per occurrence
6. Bid Bond:	Bid bond shall be submitted by bidder for 5% of the total amount of the bid.
7. Payment and Performance Bond:	Payment and Performance Bond shall be submitted by bidder for 100% of the award amount.
	\$

Reviewed by Risk:

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

Manatee County Board of County Commissioners Bradenton, FL

IFB #15-1222-OV, University Parkway at Waterview Boulevard Intersection

Improvements (Project No.: 6086260)

For any and all work performed on behalf of Manatee County.

2. Certificate shall be mailed to:

Manatee County Purchasing Division 1112 Manatee Avenue West, Suite 803

Bradenton, FL 34205

Attn: Olga Valcich, CPPB, Contract Specialist

BONDING REQUIREMENTS

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

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

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

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

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

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

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

BIDDER'S INSURANCE STATEMENT

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

Bidder Name:	Date:
Bidder's Signature:	
Print Name:	
Insurance Agency:	
Agent Name:	Agent Phone:

Please return this completed and signed statement with your bid.

SECTION E COMPLIANCE WITH FEDERAL LAWS

E.01 GENERAL PROVISIONS

- a. Equal Employment Opportunity Contractor is required to comply with EO 11246, "Equal Employment Opportunity," as amended by E.O. 11246, Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR, Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."; and
- b. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S. 276c) Contractor is required to comply with the Copeland "Anti-Kickback" Act (18 USC 874), as supplemented by Department of Labor Regulations (29 CFR Pat 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled; and
- c. Rights to Inventions Made Under a Contract Contractor shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD; and
- d. Byrd Anti-Lobbying Amendment (31 U.S.C., 1352) Contractor is required to file the required certification for Bids over \$100,000. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or other award covered by 31 USC 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award; and
- e. Debarment and Suspension No Contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Contractors declared ineligible under statutory or regulatory authority other than E.O 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees; and

E.01 GENERAL PROVISIONS (Continued)

f. Drug-Free Workplace Requirements – The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Contractor is required to comply with drug-free workplace requirements in accordance with the Act and with HUDs rules at 24 CFR part 24, subpart F.

E.02 SECTION 3 CLAUSE

- a. The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended; 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this Contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no Contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The Contractor agrees to send each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding; if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 Clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The Contractor agrees to include this Section 3 clause in every Subcontract subject to compliance with regulations in 24 CFR Part 135; and agrees to take appropriate action, as provided in an applicable provision of the Subcontract or in this section 3 clause; upon a finding that the Subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not Subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of regulations in 24 CFR Part 135.

E.02 SECTION 3 CLAUSE (Continued)

- e. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted Contracts.
- g. With respect to work performed in connection with section 3 covered Indian housing assistance; section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of Contracts and Subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

E.03 FEDERAL REQUIREMENTS FOR CONSTRUCTION PROJECTS

- a. Davis Bacon Act, as amended (40 U.S.C. 267a to a-7) Contractor is required to comply with the Davis-Bacon Act (40 U.S.C 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts governing Federally Financed and Assisted Construction"). Under this Act, Contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of labor. In addition, Contractors shall be required to pay wages not less than once a week. (See Attached for Current Federal Wage Decision); and
- b. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333) Contractor is required to comply with Sections 103 and 107 of the Contract Work Hours Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR, Part 5). Under Section 102 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours.

Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous; and

E.03 FEDERAL REQUIREMENTS FOR CONSTRUCTION PROJECTS (Continued)

c. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended – Contractor is required to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).

E.04 BONDING REQUIREMENTS FOR PROJECTS OVER \$100,000

- a. A Bid guarantee equivalent to five percent (5%) of the Bid price is required. The "Bid guarantee" shall consist of a firm commitment such as a Bid bond, certified check, or other negotiable instrument which must be submitted with the Bid as assurance that the Bidder will, upon acceptance of his Bid, execute such Contractual document as may be required within the time specified; and
- Performance bond on the part of the Contractor for 100 percent of the Contract price. A "performance bond" is one executed in connection with a Contract to secure fulfillment of all the Contractor's obligations under such Contract; and
- c. A payment bond on the part of the Contractor for 100% of the Contract price. A "payment bond" is one executed in connection with a Contract to assure payment is required by law of all persons supplying labor and material in the execution of the work provided for in the Contract.

E.05 LABOR STANDARDS (PROJECTS OVER \$2,000)

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

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

E.05 LABOR STANDARDS (PROJECTS OVER \$2,000) (Continued)

c. United States Department of Housing and Urban Development and the Office of Labor Relations, Record of Employee Interview, Form HUD-11 (OMB Approval No 2501-0009) (Attachment B). Employees of the Contractor and its sub-Contractors will be interviewed at different intervals for public recording purposes only, and is used to measure compliance with the Federal Labor Standards.

END OF SECTION E

ATTACHMENT A / IFB#15-0769-OV BIDDER'S QUESTIONNAIRE

(Submit in Duplicate)

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

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID

100	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:

Is this firm currently contemplating or in litigation? Provide summary details.
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
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.
Have you ever been debarred or prohibited from providing a bid to a governmental entity? If yes, name the entity and describe the circumstances.
Will you subcontract any part of this Work? If so, describe which portion(s) and to whom
BIDDER:

What equipment do yo	ou own to accomplish this Work? (A listing may be attached)
What equipment will y	ou purchase/rent for the Work? (Specify which)
Surety's Name:	nnection with the surety which is providing the bond(s):
Surety's Name: Address: Name, address, phone	
Surety's Name: Address: Name, address, phone process in Florida:	e number and email of surety's resident agent for service of
Surety's Name: Address: Name, address, phone	
Surety's Name: Address: Name, address, phone process in Florida: Agent's Name:	e number and email of surety's resident agent for service of

ATTACHMENT B PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO ARTICLE V, MANATEE COUNTY PROCUREMENT CODE

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

This sworn statement is submitted to the Manatee County Board of County Commissioners by			
Print individual's name and title]			
for	[Print name of entity submitting swo	orn statement]	
whose business address is	**		
	oyer Identification Number (FEIN) is of the individual signing this sworn statement:		
procurement of goods or services	tity shall be awarded or receive an Owner's Agre (including professional services) or an Owner's ceive a grant of Owner's monies unless such person	lease, franchise, concession or	

- (1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
- (2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
- (3) been convicted of a violation of an environmental law that, in the sole opinion of Owner's Purchasing Official, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
- (4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or
- (5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such an entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

(Continued)

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

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

	Signature]
STATE OF FLORIDA COUNTY OF	
Sworn to and subscribed before me this day of	, 20 by
Personally known OR Produced identification	
	[Type of identification]
My commis	ssion expires
Notary Public Signature	
[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.15-0769-OV									
2.	address is and, if applicable, its Fe Employer Identification Number (FEIN) is If the entity has no FEIN, include the Security Number of the individual signing this sworn statement								
3.	Name of individual signing this Sworn Statement is:, Whose relationship to the above entity is:								
4.	The Trench Safety Standards that will be in effect during the construction of this project shall include, but are not limited to: Laws of Florida, Chapters 90-96, TRENCH SAFETY ACT, and OSHA RULES AND REGULATIONS 29 CFR 1926.650 Subpart P, effective October 1, 1990.								
5.	The undersigned assures that the entity will comply with the applicable Trench Safety Standards and agrees to indemnify and hold harmless Owner and Engineer, and any of their agents or employees from any claims arising from the failure to comply with said standard.								
6.	The undersigned has appropriate	ed the followi Inits of	ng costs for co	mpliance with the a	applicable standards:				
	Trench Safety Measure M	leasure _F, SY)	Unit <u>Quantity</u>	Unit Cost	Extended <u>Cost</u>				
	a			\$					
	b			\$					
	C			\$					
	d			\$					
7.	The undersigned intends to comp	ply with these	e standards by	instituting the follow	wing 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 befor (Impress official seal)	re me this	day	of	_, 20				
	Notary Public, State of Florida:								
	My commission expires:								

9th Avenue Drive East Sidewalk (31st St East to 29th St East) Drug Free Work Place Certification

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
for
whose business address is:
and (if applicable) its Federal Employer Identification Number (FEIN) is: (If the entity has no FEIN
include the Social Security Number of the individual signing this sworn statement:)
I understand that no person or entity shall be awarded or receive a county contract for public improvements procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to the County that it will provide a drug free work place by:

- (1) providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined by § 893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's work place is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:
 - (i) the dangers of drug abuse in the work place;
 - (ii) the person's or entity's policy of maintaining a drug free environment at all its work places, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant;
 - (iii) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) the penalties that may be imposed upon employees for drug abuse violations.
- (2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its work places a written statement of its policy containing the foregoing elements (i) through (iv).
- (3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:
 - (i) abide by the terms of the statement; and

ATTACHMENT A (Cont'd.)

- (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.
- (4) Notifying the County within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.
- (5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- (6) Making a good faith effort to continue to maintain a drug free work place through implementation of sections (1) through (5) stated above.

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

- (1) Such person or entity has made false certification.
- (2) Such person or entity violates such certification by failing to carry out the requirements of sections (1), (2), (3), (4), (5), or (6) or subsection 3-101(7)(B); or
- (3) Such a number of employees of such person or entity have been convicted of violations occurring in the work place as to indicate that such person or entity has failed to make a good faith effort to provide a drug free work place as required by subsection 3-101(7)(B).

	[Signature]
STATE OF FLORIDA COUNTY OF	
Sworn to and subscribed before me this	s day of, 201 by
Personally known	OR Produced identification[Type of identification]
	My commission expires
Notary Public Signature	

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.

IFB #15-0769-0V 9th Avenue Drive East Sidewalk (31st St East to 29th St East) Anti-Lobbying Form

CERTIFICATION OF RESTRICTIONS ON LOBBYING

	CERTIFICATION OF RESTRICTIONS ON LOBBYING
I, _	, hereby certify on (name and title of bidder's official)
beł	nalf of that: (name of bidder)
(1)	No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
(2)	If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
(3)	The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
this prei U.S	s certification is a material representation of fact upon which reliance is placed when transaction was made or entered into. Submission of this certification is a requisite for making or entering into this transaction imposed by section 1352, title 31, . Code. Any person who fails to file the required certification shall be subject to a civil alty of not less than \$10,000 and not more than \$100,000 for each such failure.
Exe	ecuted this, day of
By (sig	nature of authorized official)

(title of authorized official)

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB 0348-0046

Date: ______Authorized for Local Reproduction

Standard Form LLL (Rev. 7-97)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.) 1. Type of Federal Action: 2. Status of Federal Action: 3. Report Type: a. contract a. bid/offer/application a. initial filing b. grant ^lb. initial award b. material change c. cooperative agreement c. post-award For Material Change Only: d. loan quarter e. loan quarantee date of last report ___ f. loan insurance 4. Name and Address of Reporting Entity: 5. If Reporting Entity in No. 4 is a Subawardee, Enter Name Prime Subawardee and Address of Prime: Tier _____, if known: Congressional District, if known: 4c Congressional District, if known: 6. Federal Department/Agency: 7. Federal Program Name/Description: CFDA Number, if applicable: ____ 8. Federal Action Number, if known: 9. Award Amount, if known: 10. a. Name and Address of Lobbying Registrant b. Individuals Performing Services (including address if (if individual, last name, first name, MI): different from No. 10a) (last name, first name, MI): Information requested through this form is authorized by title 31 U.S.C. section
 1352. This disclosure of lobbying activities is a material representation of fact Signature: upon which reliance was placed by the tier above when this transaction was made Print Name: _____ or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the Title: __ required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such fallure.

Telephone No.:

Federal Use Only:

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- 1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
- 2. Identify the status of the covered Federal action.
- Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- 5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
- 6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizationallevel below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- 8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
- 11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

ATTACHMENT 'F'

Manatee County Community Development Block Grant Contractor and Subcontractor Report

	Date:
Project Name:	
Contractor/Subcontractor:(circle one)	
Street:	
City:	State: Zlp:
Phone:	FAX:
Email:	
Contractor/Subcontractor IRS Ide	entification Number:
Contractor/Subcontractor DUNS	Number:
Contractor/Subcontractor Race/E	ithnicity: (Circle One)
1 - White American; 2 - B	Black American; 3- Native American
4 - Hispanic American; 5-	- Asian/Pacific American; 6 – Hasidic Jew
Women Owned Business?: Yes !	No (Circle One, Attach Certification)
Section 3 Contractor?: Yes No ((Circle One)
Contracts/Subcontracts Awarded	d for this Project:

	Тур	e Contract
	Construction	Non-Construction
Total dollar amount of all contracts/subcontracts awarded		
Total dollar amount awarded to Section 3 businesses		
Percentage of the total dollar amount that was awarded to Section 3 businesses		
Total number of Section 3 businesses receiving contracts		

Page 2			·
Employment and Training Resulting	ng from this Project:		
Job Category	Number of New Hires	Number of New Hires that are Section 3 Residents	Number of Section 3 Trainees
Professionals			
Technicians			
Office/Clerical			
Sales			
Craft Workers (skilled)			
Operatives (semiskilled)			4
Laborers (unskilled)			
Service Workers			
Other (List)		1	
		h **	1
Other (List)			
Other (List)			
Other (List) Other (List) Total	Specific Actions Tak	en to Comply with 5	Section 3
Other (List) Other (List) Other (List) Total Detailed Narrative Description of S Requirements (attach additional s	Specific Actions Take supporting document	en to Comply with Station):	Section 3
Other (List) Other (List) Total Detailed Narrative Description of S	Specific Actions Tak upporting document	en to Comply with Station):	Section 3
Other (List) Other (List) Total Detailed Narrative Description of S	Specific Actions Takeupporting document	en to Comply with Station):	Section 3
Other (List) Other (List) Total Detailed Narrative Description of S	Specific Actions Takeupporting document	en to Comply with Station):	Section 3
Other (List) Other (List) Total Detailed Narrative Description of S	Specific Actions Takeupporting document	en to Comply with Station):	Section 3
Other (List) Other (List) Fotal Detailed Narrative Description of S	Specific Actions Takeupporting document	en to Comply with Station):	Section 3
Other (List) Other (List) Fotal Detailed Narrative Description of S	Specific Actions Takeupporting document	en to Comply with Station):	Section 3

ATTACHMENT 'G'

Record of Employee Interview

U.S. Department of Housing and Urban Development Office of Labor Relations

OMB Approval No. 2501-0009 (exp. 10/31/2010)

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information is collected to ensure compliance with the Federal labor standards by recording interviews with construction workers. The information collected will assist HUD in the conduct of compliance monitoring; the information will be used to test the veracity of certified payroll reports submitted by the employer. Sensitive Information. The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security that could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information collected herein is voluntary, and any information provided shall be kept confidential.

1a. Project Name			2a. Employee Nan	ne						
1b. Project Number				2b. Employee Pho	ne Num	ber (includi	ng area code)		-
1c. Contractor or Subcontractor (Employer)			2c. Employee Home Address & Zip Code							
			I .	2d. Verification of Yes No	identifica	ation?				
	date on this re today?	3c. No. of hou day on this jo	b?	4a. Hourly rate of p	pay?	4b. Fringe Vacation Medical Pension	Penefits? Yes Yes Yes Yes Yes	No No No No No No No No	4c. Pay st	No 🗌
	aii) continue	on a separate s	sneet ii nece	essary						
6. Your duties										
7. Tools or equipment used	7. Tools or equipment used									
8. Are you an apprentice or trains 9. Are you paid for all hours work 12a. Employee Signature	at least time and ½ or been threatened of 12b. Date					لـــا	N			
13. Duties observed by the Interviewer (Please be specific.)										
14. Remarks										
15a. Interviewer name (please p	rint)		15b. Sign	nature of Interviewer	r		15c. I	Date of interv	riew	
Payroll Examination 16. Remarks										
17a. Signature of Payroll Exam		17b. Date								
Previous editions are obsolete									Form HUD-11	(08/2004)

ATTACHMENT 'H'

Section 3 Summary Report

Economic Opportunities for Low - and Very Low-Income Persons U.S. Department of Housing and Urban Development Office of Fair Housing And Equal Opportunity

	(exp. 11/30/2010)
IUD Field Office:	

OMB Approval No: 2529-0043

Section back of page for Public Reporting Burden statement

Recipient Name & Address: (street, city, state, zip)	2. Fede	eral Identification: (gran	t no.)	Total Amount of Award:					
	4. Cont	tact Person		5. Phone: (Include area code)					
	6. Leng	gth of Grant:		7. Reporting Period:					
8. Date Report Submitted:	9. Prog		parate sheet n program code)	10. Program Name:					
Part I: Employment and Training (** Col	umns B, C	and F are manda	tory fields. Include New I						
	B Number of New Hires	C Number of New Hires that are Sec. 3 Residents	D % of Aggregate Number of Staff Hours of New Hires that are Sec. 3 Residents	E % of Total Staff Hours for Section 3 Employees and Trainees	F Number of Section 3 Trainees				
Professionals									
Technicians									
Office/Clencal Construction by Trade (List) Trade									
Trade									
Trade									
Trade	_ 11								
Trade									
Other (List)									
Total									

^{*} Program Codes 1 = Flexible Subsidy 2 = Section 202/811

^{3 =} Public/Indian Housing A = Development, B = Operation C = Modernization

^{4 =} Homeless Assistance 5 = HOME 6 = HOME State Administered 7 = CDBG Entitlement

^{8 =} CDBG State Administered 9 = Other CD Programs 10 = Other Housing Programs

II: Contracts Awarded			
Construction Contracts:			
A. Total dollar amount of all contracts awa	rded on the project	\$	
B. Total dollar amount of contracts awarde	d to Section 3 businesses	\$	
C. Percentage of the total dollar amount the	at was awarded to Section 3 businesse	rs .	
D. Total number of Section 3 businesses r	eceiving contracts		
2. Non-Construction Contracts:	-	'	
A. Total dollar amount all non-construction	n contracts awarded on the project/activ	rity \$	
B. Total dollar amount of non-construction	contracts awarded to Section 3 busine	sses \$	
C. Percentage of the total dollar amount to	nat was awarded to Section 3 business	es	
D. Total number of Section 3 businesses	receiving non-construction contracts		
Part III: Summary			
contracts with the community organonmetropolitan county) in which Participated in a HUD program or Participated in a HUD program or definition of Section 3 business co	o the greatest extent feasible, tower or housing. (Check all that apply.) scidents through: local advertising inizations and public or private age the Section 3 covered program or other program which promotes the other program which promotes the incerns.	ard low-and very low-income persons	a, particularly those at the project site, tan area (or a b residents. cerns which meet th

Public reporting for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB number.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, mandates that the Department ensures that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very-low income persons, particularly those who are recipients of government assistance housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as self-monitoring tool. The data is entered into a database and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.

Form HUD-60002, Section 3 Summary Report, Economic Opportunities for Low- and Very Low-Income Persons.

Instructions: This form is to be used to report annual accomplishments regarding employment and other economic opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968. The Section 3 regulations apply to any public and Indian housing programs that receive: (1) development assistance pursuant to Section 5 of the U.S. Housing Act of 1937; (2) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937; or (3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937 and to recipients of housing and community development assistance in excess of \$200,000 expended for: (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards); (2) housing construction; or (3) other public construction projects; and to contracts and subcontracts in excess of \$100,000 awarded in connection with the Section-3-covered activity.

Form HUD-60002 has three parts, which are to be completed for all programs covered by Section 3. Part I relates to **employment** and **training**. The recipient has the option to determine numerical employment/training goals either on the basis of the number of hours worked by new hires (columns B, D, E and F). Part II of the form relates to **contracting**, and Part III summarizes recipients' **efforts** to comply with Section 3.

Recipients or contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs were directed toward low- and very low-income persons.* A recipient of Section 3 covered assistance shall submit one copy of this report to HUD Headquarters, Office of Fair Housing and Equal Opportunity. Where the program providing assistance requires an annual performance report, this Section 3 report is to be submitted at the same time the program performance report is submitted. Where an annual performance report is not required, this Section 3 report is to be submitted by January 10 and, if the project ends before December 31, within 10 days of project completion. Only Prime Recipients are required to report to HUD. The report must include accomplishments of all recipients and their Section 3 covered contractors and subcontractors.

HUD Field Office: Enter the Field Office name

 Recipient: Enter the name and address of the recipient submitting this report.

Federal Identification: Enter the number that appears on the award form (with dashes). The award may be a grant, cooperative agreement or contract.

Dollar Amount of Award: Enter the dollar amount, rounded to the nearest dollar received by the recipient.

nearest dollar, received by the recipient.
4 & 5. Contact Person/Phone: Enter the name and telephone number of the person with knowledge of the award and the recipient's implementation of Section 3.

Reporting Period: Indicate the time period (months and year) this report covers.

Date Report Submitted: Enter the appropriate date.

 Program Code: Enter the appropriate program code as listed at the bottom of the page.

 Program Name: Enter the name of HUD Program corresponding with the "Program Code" in number 8.

Part I: Employment and Training Opportunities

Column A: Contains various job categories. Professionals are defined as people who have special knowledge of an occupation (i.e. supervisors, architects, surveyors, planners, and computer programmers). For construction positions, list each trade and provide data in columns B through F for each trade where persons were employed. The category of "Other" includes occupations such as service workers.

Column B: (Mandatory Field) Enter the number of new hires for each category of workers identified in Column A in connection with this award. New hire refers to a person who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column C: (Mandatory Field) Enter the number of Section 3 new hires for each category of workers identified in Column A in connection with this award. Section 3 new hire refers to a Section 3 resident who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column D: Enter the percentage of all the staff hours of new hires (Section 3 residents) in connection with this award.

Column E: Enter the percentage of the total staff hours worked for Section 3 employees and trainees (including new hires) connected with this award. Include staff hours for part-time and full-time positions.

Column F: (Mandatory Field) Enter the number of Section 3 residents that were trained in connection with this award.

Part II: Contract Opportunities

Block 1: Construction Contracts

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project/program that were awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts

connected with this project/program awarded to Section 3 businesses. **Item D:** Enter the number of Section 3 businesses receiving awards. **Block 2:** Non-Construction Contracts

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses. Item D: Enter the number of Section 3 businesses receiving awards.

Part III: Summary of Efforts - Self -explanatory

Submit one (1) copy of this report to the HUD Headquarters Office of Fair Housing and Equal Opportunity, at the same time the performance report is submitted to the program office. The Section 3 report is submitted by January 10. Include only contracts executed during the period specified in item 8. PHAs/IHAs are to report all contracts/subcontracts.

* The terms "low-income persons" and very low-income persons" have the same meanings given the terms in section 3 (b) (2) of the United States Housing Act of 1937. Low-income persons mean families (including single persons) whose incomes do not exceed 80 percent of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that

The Secretary may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of the Secretary's findings such that variations are necessary because of prevailing levels of construction costs or unusually high- or low-income families. *Very low-income persons* mean low-income families (including single persons) whose incomes do not exceed 50 percent of the median family Income area, as determined by the Secretary with adjustments or smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 percent of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

U.S. Department of Labor Employment Standards Administration

Wage and Hour Division

ATTACHMENT 'I'

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



NAME OF CONTRACTOR OR SUBCONTRACTOR Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. ADDRESS OMB No.: 1215-0149 Rev. Dec. 2008

PAYROLL NO.	(1) (2)		(e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NINGERY OF WORKER OF STATE OF SOCIAL SECURITY OF STATE OF							5 9 9										_
FOR WEEK ENDING	(3)		WORK								İ									
	(4) DAY AND DATE	RST.	ОТ. О	0	6	0		G	0	v v	0	Ø	0	co.	0	w.	0	CO	0	S
PROJECT AND LOCATION	(5)		TOTAL	-																
ID LOCATIO	(6)		RATE								:									
Ž	(7)		GROSS AMOUNT		\		\											_		_
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PROJEC	(8)	DEDUCTIONS				1														
PROJECT OR CONTRACT NO.																				
xpires:			TOTAL						-									•••		
12/31/201	(9)	N T	WAGES																	

29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimete that is will take an average of 55 minutes to complete this collection, including time for reviewing Instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room \$3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.	(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS in addition to the basic hourly wage rates paid to each laborer or mechanic listed in	(4) That	(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.	(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.			3 (29 C.F.R. Subtile A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:	weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person offer than permissible deductions as defined in Regulations. Part	(Contractor or Subcontractor)	all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said	day of, and ending the day of,	(Building or Work)	(Contractor or Subcontractor)	(1) That I pay or supervise the payment of the persons employed by	do hereby state:	(Name of Signatory Party) (Title)	Date
THE WILLFUL FALSIFICATION OF ANY OF THE ABO SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. 31 OF THE UNITED STATES CODE.	NAME AND TITLE				REMARKS:	9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9							EXCEPTION (CRAFT)	(c) EXCEPTIONS	basic hourly wage rate plus the amount of the require in the contract, except as noted in section 4(c) below.	 Each laborer or mechanic lians indicated on the payroll, 	(b) WHERE FRINGE BENEFITS ARE PAID IN CASH
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBJECTION TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	SIGNATURE					•							EXPLANATION		basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.	Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable	CASH

ATTACHMENT 'J'

General Decision Number: FL150165 02/27/2015 FL165

Superseded General Decision Number: FL20140165

State: Florida

Construction Type: Heavy

County: Manatee County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0 01/02/2015 1 01/09/2015 2 02/27/2015

ELEC0915-003 12/01/2014

Rates Fringes

ELECTRICIAN....\$ 26.01 16%+\$5.06

ENGI0925-008 06/01/2013

Rates Fringes

POWER EQUIPMENT OPERATOR:

Crawler Cranes; Truck Cranes; Pile Driver Cranes; Rough Terrain

Cranes; and Any Crane not

otherwise described below...\$ 29.61 11.50

Hydraulic Cranes Rated 100

Tons or Above but Less

Than 250 Tons; and Lattice

Boom Cranes Less Than 150

Tons if not described below.\$ 30.61 11.50

Lattice Boom Cranes Rated at 150 Tons or Above; Friction Cranes of Any

Size; Mobile Tower Cranes or Luffing Boom Cranes of

Any Size; Electric Tower

Cranes; Hydraulic Cranes Rated at 250 Tons or

Above; and Any Crane

Equipped with 300 Foot or More of Any Boom Combination\$ 31.61 Oiler\$ 22.91	
1404	11.50
* IRON0397-006 02/01/2015	
Rates	Fringes
IRONWORKER, STRUCTURAL\$ 28.25	13.49
LABO0517-002 05/01/2014	
Rates	Fringes
LABORER: Grade Checker	6.45
PAIN0088-008 08/01/2014	
Rates	Fringes
PAINTER: Brush, Roller and Spray\$ 19.50	8.83
SUFL2009-161 06/24/2009	
Rates	Fringes
CARPENTER\$ 14.95	2.92
CEMENT MASON/CONCRETE FINISHER\$ 14.77	3.50
LABORER: Common or General\$ 10.90	0.38
LABORER: Landscape\$ 7.25	0.00
LABORER: Pipelayer\$ 13.75	2.06
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws	
Only)\$ 10.63	2.20
OPERATOR: Asphalt Paver\$ 11.59	0.00
OPERATOR: Backhoe Loader Combo\$ 16.10	2.44
OPERATOR: Backhoe/Excavator\$ 15.00	0.52
OPERATOR: Bulldozer\$ 17.00	0.00
OPERATOR: Grader/Blade\$ 16.00	2.84
OPERATOR: Loader	0.00
OPERATOR: Mechanic	0.00
OPERATOR: Roller	0.00

OPERATOR:	Scraper\$	11.00	1.74
OPERATOR:	Trackhoe\$	20.92	5.50
OPERATOR:	Tractor\$	10.54	0.00
	ER, Includes Dump	11.00	0.00
TRUCK DRIVE	ER: Lowboy Truck\$	12.73	0.00
	ER: Off the Road	12.21	1.97

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

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

With regard to any other matter not yet ripe for the formal

process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

END OF GENERAL DECISION



R. B. "Chips" Shore

CLERK OF THE CIRCUIT COURT AND COMPTROLLER OF MANATEE COUNTY

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

ATTACHMENT K: E PAYABLES APPLICATION

Company name	
Contact person	
Phone number	
Email Address	
FINA	NCE USE ONLY
Open orders: YES or NO PEID CREATE DATE	
CONFIRMED WITHName ar	nd phone number
FAS	
BANK	Return completed form to:
NITIALS	Via email to: <u>lori.bryan@manateeclerk.com</u>
	Via fax to: (941) 741-4011
	Via mail:
	PO Box 1000
	Bradenton, Fl 34206

CONSTRUCTION AGREEMENT

for

STIPULATED SUM

between

MANATEE COUNTY (AS OWNER)

and

_____ (AS CONTRACTOR)

CONSTRUCTION AGREEMENT FOR STIPULATED SUM

Southeast Water Reclamation Facility (SEWRF) Septage / Grease Receiving Station Project

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 (9th Avenue Drive East Sidewalk (31st St

East to 29th St East), Palmetto, FL (Project No.: 9012191), the aforementioned improvements being hereinafter referred to and defined as the "Project"; and

WHEREAS, in response to Owner's Invitation for Bid No. <u>15-0769-OV</u> (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:

- 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. <u>Date of Commencement</u>. The date of commencement of the Work shall be the date fixed in a Notice to Proceed issued by the Owner.
- B. <u>Contract Time</u>. The Contract Time shall be measured from the date of commencement.

Portion of Work	Substantial Completion Date
C. <u>Substantial Completion</u> . Completion of the entire Work not later than follows:	The Contractor shall achieve Substantial days from the date of commencement, or as

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. <u>Payment</u>. 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. <u>Alternates</u>. 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. <u>Unit Prices</u>. 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. <u>Final Payment</u>. 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. <u>Termination</u>. The Agreement may be terminated by the Owner or the Contractor as provided in Article XIV of the General Conditions.
- B. <u>Suspension by Owner</u>. The Work may be suspended by the Owner as provided in Article XIV of the General Conditions.

7. Other Provisions.

A. <u>Substantial Completion Defined</u>. 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. <u>Project Meetings</u>. 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. <u>Weather</u>. 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. <u>Shop Drawings</u>; <u>Critical Submittals</u>. 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. <u>Applications for Payment</u>. Applications for Payment shall be submitted once monthly at regular intervals and shall include detailed documentation of all costs incurred.
- F. <u>Punch List</u>. 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. <u>Closeout documentation</u>. 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. <u>Governing Provisions; Conflicts</u>. 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. <u>E-Verify</u>. 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. <u>Amendments</u>. 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. <u>Assignment</u>. 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. <u>Headings and Captions</u>. 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. <u>Legal References</u>. 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: Mr. Kent Bontrager, Project Manager, Public Works Department

1022 26th Street East, Bradenton, FL 34208

Phone: 941-708-7450, Extension 7331 Email: Kent.Bontrager@mymanatee.org

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

9th Avenue Drive East Sidewalk (31st St East to 29th St East) Palmetto, FL Manatee County Project No: 9012191

Dated July, 2014
Signed and Sealed
December 15, 2014
(7 Pages)

Exhibit B Title(s) of Specifications

Technical Specifications

9th Avenue Drive East Sidewalk
(31st St East to 29th St East)

Dated December 2, 2014

Signed and Sealed
December 15, 2014
(106 total pages)

PERMIT

Southwest Florida Water Management District

Environmental Resource Permit Exemption

Dated November 10, 2014

File Number: 703982

(3 total pages)

Exhibit C Affidavit of No Conflict AFFIDAVIT OF NO CONFLICT

COUNTY OF	
STATE OF	
•	ority, this day personally appeared,, a principal with full authority to bindhereinafter the "Lessee"), who
being first duly sworn, deposes and says:	
(a) is not currently engaged or will undertakings or contracts that will require the Lecountry or that will impair or influence the advice to the County; and	
(b) has provided full disclosure of all and full disclosure of contractual relationships de	potentially conflicting contractual relationships emed to raise a question of conflict(s); and
(c) has provided full disclosure of prideemed to raise possible question of conflict(s).	ior work history and qualifications that may be
Affiant makes this affidavit for the purpose of in of the State of Florida, to enter into this Agreeme	· · · · · · · · · · · · · · · · · · ·
Signature	_
Print Name	_
SUBSCRIBED to and sworn before me this	_ day of, <u>20</u>
[Notary Seal]	
Notary Public	
My commission expires:	
	Notary Signature
	Print Name
Personally Knownor Produced Id	entification
Type of Identification Produced	

Exhibit D Contractor's Certificate(s) of Insurance

Exhibit E Contractor's Payment and Performance Bond

Exhibit F Standard Forms

- 1. Application for Payment
- 2. Certificate of Substantial Completion
- 3. Final Reconciliation, Warranty Period Declaration and Contractor's Affidavit
- 4. Contract Change Order
- 5. Public Construction Bond

Exhibit F - Standard Forms

APPLICATION FOR PAYMENT Request No.: Project No.: Purchess Order No.: County Bid No.: Consultant Consultant		
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Attainted to by the Clerk of Circuit Court:		
MANATEE COUNTY PROJECT MANAGERENT FORM	MD-1 REV OCTORER 2011	

	CHECK ONE:
CERTIFICATE OF SUBSTANTIAL COMPLETION (S.C.)	Pertiel Total
Project Title:	Date Submitted:
Contractor Data:	Project No:
Name: Address:	S. C. Date (Proposed)
City/State/Zip:	
If the "Partiel" completion box above is checked, the followatch substantial completion is being sought. Otherwis including approved changes, if any, is contined to be substantially complete. (Description of the portion of work substantially complete.)	as, the work described in the Continct tentially complete: (i):
(USE CONTINUATION SHEETS I	F NECESSARY)
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Contractor Signature Date Engineer	's Approval Date
Printed Name and Title Printed N	lame and Title
The Contractor shall be responsible for escurity, of insurance and warrantes in accordance with the Co responsibility for paying the cost of electrical power for approval as indicated above. ATTACH THE INSPECTOR'S FINAL WALKTHROUGH I	nersec. The County was seating with committee; and the date of Engineer's

FINAL RECONCILIATION, WARRANTY PERIOD AND CONTRACTOR'S AFFIDAM	DECLARATION T	
Project Title:	Date Submitted:	
Contractor Data:	Projeci No:	
Name: Address: City/State/Zlp:	Wenanty (months):	
This Final Reconciliation is for the work performed for Management contractor, hereinster called CONTRACTOR, pure se amended, and acts as an addendum	want to the contract deted	
it is agreed that all quantities and prices in the attached Final Payare correct and that the amount of	Auding reletings is due to the to parties, and that the above	
it is further egreed that the warranty paried for CONTRACTOR'S is fromto	work pursuant to the Contract	
As (titia) for CONTRACTOR, I CONTRACTOR, I CONTRACTOR, and as such make this final reconciliation, depurpose of inducing Manages County to make final payment to attripon under sold contract:	have authority to bind said scienation and affidavit for the CONTRACTOR for work done	
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	firent Signature)	
MCTARY: State of Florids, County of, Sworn to (or affilms this, by		
Signature of Notary Public - State of Floride: Print, Type or Stamp Commissioned Name of Notary Public:		
Personally Known cr Produced identification Type of identification Produced		

CONTRA		CT CHANGE ORDER	Change Order No.: Contract Amount: (Present Value)	
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City / State: Contractor Signature:		Dute	CALENDAR DAYS AR WHICH CHANGES THE FIN MONTH, DAY, YEAR	E ADDED TO THE SCHEDULE AL COMPLETION DATE TO
		RECOMMENDATION, CONCURREN	CES AND APPROVALS	
		SIGNATURE	s	DATE
Consultant /	Engineer			
Project Mene	igar:			
Division Manager: Manates County Purchasing		Jeff Streitmatter III, P.E., Project Mi	enagement Division Manage	-
		Mellesa M. Wendel, CPPO, Purcher Authority to execute this contract p and per the delegation by the Cour	per Manatae County Code, C	Thapter 2-26, /26/2009

MANATEE COUNTY GOVERNMENT PUBLIC CONSTRUCTION BOND

Bond No		d No	
			(Enter bond number)
BY	THIS BOND, We	, located at	, as
	(Name of Contrac		(Address)
Pri	ncipal and		ion, whose address is
	(Name of Surety	()	
are	e bound to Manatee County, a po	olitical subdivision of the S	tate of Florida, herein
cal	led County, in the sum of \$, for payment of wh	ich we bind ourselves,
ou	r heirs, personal representatives, su	uccessors, and assigns, join	itly and severally.
Wł	HEREAS, the Contractor has enter	ed into Contract No. <u>15-07</u>	69-OV with the County
for	the project titled 9th Avenue Driv	ve East Sidewalk (31st St	East to 29th St East)
<u>Pa</u>	Imetto, FL (Project No.: 9012191), with conditions and pro	visions as are further
de	scribed in the aforementioned Con	tract, which Contract is by	reference made a part
he	reof for the purposes of explaining t	his bond.	
ТН	E CONDITION OF THIS BOND is t	that if Principal:	
1. of	Performs Contract No. <u>15-0769-C</u>	OV, between Principal and (County for construction
No	Avenue Drive East Sidewalk (31: .: 9012191), (Title of Project)	st St East to 29th St East)	Palmetto, FL (Project
the	Contract being made a part of	this bond by reference, at	the times and in the
ma	inner prescribed in the Contract; an	d	
2.	Promptly makes payments to all of	claimants, as defined in Sec	ction <u>255.05(</u> 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 BI	ROKER		
Company Na	me		
Address			
Telephone			
Licensed Flo	orida Insurance Agent?	Yes No	
License #:			
State of:			
County of:			
City of:			

GENERAL CONDITIONS

of the

CONSTRUCTION AGREEMENT

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GENERAL CONDITIONS ARTICLE I DEFINITIONS

- 1.1 **Definitions.** For purposes of the Contract Documents, the following terms shall have the following meanings.
- A. <u>Acceptance</u>: The acceptance of the Project into the Owner's operating public infrastructure.
- B. <u>Application for Payment</u>: 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.
- D. <u>Change Order</u>: 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. <u>Compensable Delay</u>: 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. <u>Contractor's Personnel</u>: The Contractor's key personnel designated by Contractor.
- G. <u>Construction Services</u>: 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. <u>Contract Sum</u>: 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. <u>Construction Team</u>: The working team established pursuant to Section 2.1.B.
- J. <u>Contract Time</u>: 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. <u>Days</u>: 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. <u>Defective</u>: 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. <u>Field Directive</u>: 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. <u>Final Completion Date</u>: 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. <u>Float or Slack Time</u>: The time available in the Project Schedule during which an unexpected activity can be completed without delaying substantial completion of the Work.
- Q. <u>Force Majeure</u>: Those conditions constituting excuse from performance as described in and subject to the conditions described in Article XII.
- R. <u>Inexcusable Delay</u>: 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. <u>Non-prejudicial Delay</u>: 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. <u>Notice to Proceed</u>: 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. <u>Payment and Performance Bond</u>: 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. <u>Permitting Authority</u>: 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. <u>Prejudicial Delay</u>: 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. <u>Progress Report</u>: 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. <u>Project</u>: 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. <u>Project Costs</u>: 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. <u>Project Manager</u>: 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. <u>Project Plans and Specifications</u>: 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. <u>Project Schedule</u>: 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. <u>Project Site</u>: 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. <u>Pre-operation Testing</u>: 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. <u>Procurement Ordinance</u>: The Manatee County Procurement Code, Chapter 2-26 of the Manatee County Code of Laws, as amended from time to time.
- II. <u>Punch List Completion Date</u>: 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. <u>Subcontractor</u>: 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. <u>Substantial Completion and Substantially Complete</u>: 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. <u>Substantial Completion Date</u>: 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. <u>Work</u>: 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. <u>Work Directive Change</u>: 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. <u>Purpose</u>. 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. <u>Construction Team</u>. 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. <u>Response to Invitation for Bid.</u> 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. <u>Personnel</u>. 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. <u>Cooperation with Architect/Engineer</u>. 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. <u>Timely Performance</u>. 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. <u>Duty to Defend Work</u>. 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 wellknown 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. <u>Construction of Project</u>. 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. <u>Notice to Proceed</u>. 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. <u>Quality of Work</u>. 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. <u>Materials</u>. 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. <u>Accountability for Work</u>. 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. <u>Contract Sum</u>. 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. <u>Adherence to Project Schedule</u>. 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. <u>Superintendent</u>. 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. <u>Insurance, Overhead and Utilities</u>. 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. <u>Cleanliness</u>. 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. <u>Loading.</u> 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. <u>Safety and Protection</u>. 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. <u>Emergencies</u>. 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.
- Substitutes. For substitutes not included with the Bid, but submitted after O. 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. 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 In rendering a decision, Owner, Architect/Engineer and about the proposed substitute. 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. <u>Surveys and Stakes</u>. 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. <u>Suitability of Project Site</u>. 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. <u>Project Specification Errors</u>. 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. <u>Remediation of Contamination</u>: 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 Contact 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. <u>Interfacing</u>.

- (1) The Contractor shall take such measures as are necessary to ensure proper construction and delivery of the Project, including but not limited to providing that all procurement of long-lead items, the separate construction Subcontractors, and the general conditions items are performed without duplication or overlap to maintain completion of all Work on schedule. Particular attention shall be given to provide that each bid package clearly identifies the Work included in that particular separate subcontract, it's scheduling for start and completion, and its relationship to other separate contractors.
- (2) Without assuming any design responsibilities of the Architect/Engineer, the Contractor shall include in the Progress Reports required under this Section 2.4 comments on overlap with any other separate subcontracts, omissions, lack of correlation between drawings, and any other deficiencies noted, in order that the Architect/Engineer may arrange for necessary corrections.
- W. <u>Job Site Facilities</u>. 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. <u>Weather Protection</u>. 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. <u>Construction Phase; Building Permit; Code Inspections</u>. 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) <u>Building Permit</u>. 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) <u>Code Inspections</u>. 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) <u>Lines of Authority</u>. 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;
 - Maintain at the job site orderly files for correspondence, reports of (i) shop drawings and sample submissions, iob conferences. reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued Agreement, subsequent the execution of the to 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. <u>As-Built Drawings</u>. 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. <u>Progress Reports</u>. 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. <u>Apprentices</u>. If Contractor employs apprentices, their performance of Work shall be governed by and comply with the provisions of Chapter 446, Florida Statutes.
 - HH. <u>Schedule of Values</u>. 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. <u>Valuation</u>. 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. <u>Unit Price Work</u>. 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. <u>Periodic Payments for Services</u>. 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. <u>Payment for Materials and Equipment</u>. 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. <u>Credit toward Contract Sum.</u> 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. <u>Invoices</u>. 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. <u>Additional Information; Processing of Invoices</u>. 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. <u>Architect/Engineer's Approval</u>. 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. <u>All Compensation Included</u>. 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. <u>Subcontracts Generally</u>. 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. <u>No Damages for Delay.</u> 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. <u>Subcontractual Relations</u>. 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. <u>Insurance</u>; <u>Acts and Omissions</u>. 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. <u>Payment</u>. 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. <u>Final Payment of Subcontractors</u>. 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. <u>Change Orders Generally</u>. 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. <u>Retaining</u>. 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. <u>Duties</u>. 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. <u>Termination</u>. 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. <u>Site Visits</u>. 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.
- 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 Contractor shall indicate if any such documents or requests warrant priority services. 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 Owner and Architect/Engineer may communicate with Subcontractors, any such change. 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. 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 Architect/Engineer's in derogation of the 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, Subsubcontractors, 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. <u>Responsibilities</u>. 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. <u>Limitations</u>. 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

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.

- Indemnification Generally. To the fullest extent permitted by law, the A. Contractor shall indemnify and harmless hold 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. <u>Claims by Employees</u>. 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.
- Inspection and Audit. The Contractor's records shall be open to inspection and 10.2 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 unsuccessful bidders), original estimating estimates, 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. <u>Employment</u>. 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. <u>Participation</u>. 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. <u>No Interest in Business Activity</u>. 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. <u>Unavoidable Delays</u>. 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. <u>Concurrent Contractor Delays</u>. 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. <u>Notice</u>; <u>Mitigation</u>. 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 it's 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;
- 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.
- In 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

- 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.
- Nonperformance. If the Contractor fails to timely perform any of his Α. 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. <u>Insolvency</u>. 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 receive 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. <u>Illegality</u>. 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. <u>Waiver of Protest</u>. 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.