



**INVITATION FOR BID
IFB16-08490V
21ST STREET EAST SIDEWALK,
FROM US 41 TO 12TH AVENUE EAST
PALMETTO, MANATEE COUNTY, FL
(Project No.:6012609)**

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

NON-MANDATORY INFORMATION CONFERENCE

In order to ensure that all prospective bidders have sufficient information and understanding of Owner's needs, an Information Conference will be held at: **2:00 pm on March 8, 2016** at at the **Manatee County Administration Building, Suite 803, 1112 Manatee Avenue West, Bradenton, FL 34205. Attendance is not mandatory, but is highly encouraged.**

DEADLINE FOR CLARIFICATION REQUESTS: **5:00 PM on March 15, 2016**
(Reference Bid Article A.05)

TIME AND DATE DUE: **3:00 PM on March 30, 2016**

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: **dww**

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SECTION A

INFORMATION TO BIDDERS

A.01 OPENING LOCATION

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

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

A.02 SEALED & MARKED

Bids shall be submitted in **duplicate, one original (marked Original) and one copy/copies (marked Copy)** of your **signed bid** shall be submitted in one **sealed** package, clearly marked on the outside **"Sealed Bid 16-0849OV, 21st Street East Sidewalk, From US 41 to 12th Avenue East, Palmetto, Manatee County, FL (Project No.: 6012609)"** along with your company name.

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

Manatee County Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, Florida 34205
Sealed Bid 16-0849OV, 21st Street East Sidewalk,
From US 41 to 12th Avenue East, Palmetto, Manatee County, FL
(Project No.: 6012609)

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

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

A.03 SECURING BID DOCUMENTS

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

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

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

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

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

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

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

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

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

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

A.05 MODIFICATION OF BID DOCUMENTS

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

A.06 CLARIFICATION & ADDENDA

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

5:00 PM on March 15, 2016 shall be the deadline to submit to the Purchasing Division, in writing, all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this IFB.

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

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

DemandStar, the addenda will also be broadcast on the DemandStar distribution system to “Planholders” on this web service.

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

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

A.07 LOBBYING

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

A.08 UNBALANCED BIDDING PROHIBITED

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

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

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

A.09 FRONT LOADING OF BID PRICING PROHIBITED

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

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

A.10 WITHDRAWAL OF BIDS

Bidders may withdraw bids as follows:

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

A.11 IRREVOCABLE OFFER

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

A.12 BID EXPENSES

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

A.13 RESERVED RIGHTS

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

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

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

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

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

A.14 APPLICABLE LAWS

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

A.15 COLLUSION

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

- a. any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor;

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

A.16 CODE OF ETHICS

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

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

A.17 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

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

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

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

A.18 BID FORMS

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

A.19 AGREEMENT FORMS

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

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

A.20 LEGAL NAME

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

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

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

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

A.21 DISCOUNTS

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

A.22 TAXES

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

The Contractor shall be responsible for the payment of taxes of any kind and character, including, but not limited to sales, consumer, use, and other similar taxes payable on account of the work performed and materials furnished under the award in accordance with the laws and Regulations of the place of the project which are applicable during the performance of the work. Nothing herein shall affect the bidder's normal tax liability.

A.23 DESCRIPTIVE INFORMATION

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

A.24 AUTHORIZED PRODUCT REPRESENTATION

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

A.25 ROYALTIES AND PATENTS

The successful bidder shall pay all royalties and license fees for equipment or processes in conjunction with the equipment and/or services being furnished.

Successful bidder shall defend all suits or claims for infringement of any patent, trademark or copyright, and shall save Owner harmless from loss on account thereof, including costs and attorney's fees.

A.26 AMERICANS WITH DISABILITIES ACT

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

A.27 EQUAL EMPLOYMENT OPPORTUNITY

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

A.28 MBE/DBE

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

A.29 MATHEMATICAL ERRORS

Bid Forms without mathematical formulas:

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.

Bid Forms with mathematical formulas:

Interactive Bid Forms that contain mathematical formulas may be used for automating lengthy and complex bid forms. In the event these forms are used and a multiplication/extension error(s) is discovered, the unit price entered by the vendor shall prevail. The vendor shall assume the responsibility and accuracy of the information input in the bid form and therefore shall verify that the calculations are correct before submitting their bid.

Regardless of which type of bid form is used, all bids shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

A.30 SUBCONTRACTORS

The successful bidder will obtain prior written approval from the County for any subcontractor(s) and the work they will perform. A subcontractor is defined as any entity performing work within the scope of the project who is not an employee of the successful bidder.

Bidders subcontracting any portion of the work shall include a list of subcontractors along with their bid. The list shall include: name and address of subcontractor, type of work to be performed and the percent of the contract amount to be subcontracted.

Prior to the employment of any person under this contract, the successful bidder shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the successful bidder to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the successful bidder to perform work pursuant to the contract with Manatee County. For more information on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/>.

Only those individuals determined eligible to work within the United States shall be employed under this contract.

By submission of a bid in response to this IFB, the successful bidder commits that all employees and subcontractors will undergo e-verification before placement on this contract.

If County has reasonable objection to any subcontractor, the County may 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, the County may award the resulting agreement to the next lowest qualified bidder that proposes to use acceptable subcontractors, who County does not make written objection to. In the event the successful bidder declines to make any such substitution post award, the County may exercise its right to terminate the agreement.

The successful bidder shall maintain sole responsibility for the actions of its employees and subcontractors. New employees brought in after contract award shall follow the same requirement stated above for the life of the contract.

A.31 DISCLOSURE

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

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

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

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

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

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

A.32 LOCAL PREFERENCE

Local business is defined as a business legally authorized to engage in the sale of the goods and/or services to be procured, and which certifies within its bid that for at least six (6) months prior to the announcement of the solicitation of bids it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one full-time employee at that location.

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

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

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

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

A.33 VENDOR REGISTRATION

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

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

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

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

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

A.34 ENVIRONMENTAL SUSTAINABILITY

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.

Bidders shall acknowledge whether or not their organization has an environmental sustainability initiative by checking the appropriate box on the bid form. In addition, the bidder shall submit a summary of their environmental sustainability initiative along with their bid. This information will be used as a determining factor in the award decision when all other evaluative factors, including local preference policies are otherwise equal.

A.35 ePAYABLES

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

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

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

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

A.37 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 to Subcontractors for Section 3 covered Contracts to Section 3 businesses.
- c. A combination of 1 and 2 above.

Demonstrating Compliance with Section 3 Resident Requirements

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 subcontract in excess of 25 percent of the dollar award of all subcontractors 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 Owner 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 Owner 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.38 DAVIS-BACON WAGE DETERMINATION ACT

Davis-Bacon Wage Determination Act for Prevailing Wages, General Decision Number FL 160165 / 0115/2016 / FL1165 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 is defined as the construction of approximately 2,700 linear feet of new sidewalk along the north side of 21st Street East from US 41 to 12th Avenue East, Palmetto, FL. Work shall include but not limited to clearing and grubbing, grading, concrete sidewalk, storm sewer piping/extensions and structural retaining walls, with minor utility relocation and sodding in accordance with the Special Provisions and Drawings provided with the Invitation for Bid. Construction and record drawings shall fully meet the requirements of all current federal, state, and county laws, rules, regulations and standards with the most stringent applying. All Maintenance of Traffic shall be provided by the Contractor including pedestrian access and shall be submitted to the Owner for review and prior approval.

Work shall be in accordance with Division II and III of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, 2015 Edition and all Supplemental Specifications, thereto, hereinafter referred to as the Standard Specifications, for roadway construction, except as amended under this Contract, or as noted on the construction plans meeting the Manatee County Highway, Traffic & Stormwater Standards dated June 2015.

The Contractor's work shall follow the Manatee County Public Works Utility Standards and Specifications dated June 2015 for the water main work, reclaimed water main, sanitary sewer and force main work.

The Contractor shall furnish all shop drawings, working drawings, labor, materials, equipment, tools, services and incidentals necessary to complete all work required by the attached Specifications.

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

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

B.02 COMPLETION OF WORK

The Work will be completed and ready for final inspection within the specified calendar Days from the date the Contract Time commences to run. Only one bid shall be considered, **Bid "A" based on 150 calendar days. Only one award shall be made.**

B.03 LIQUIDATED DAMAGES

If the successful bidder fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents, the Owner shall be entitled to retain or recover from the successful bidder, as liquidated damages and not as a penalty, the sum of **\$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 Owner will incur as a result of delayed completion of the Work. The Owner may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due the successful bidder under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the successful bidder shall be payable to the Owner at the demand of the Owner, together with interest from the date of the demand at the maximum allowable rate.

B.04 CONTRACT CONTINGENCY WORK

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

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

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

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

END OF SECTION B

SPECIAL PROVISIONS

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SPECIAL PROVISIONS

GENERAL

This Section amends enhances or otherwise revises the Technical Specifications.

STANDARD SPECIFICATIONS

The standard Specifications to be used for this work shall be Division II and III of the Florida Department of Transportation (FDOT) *Standard Specifications for Road and Bridge Construction*, 2015 Edition and all Supplemental Specifications thereto, hereinafter referred to as the *Standard Specifications*, for roadway construction, except as amended under this Contract, or as noted on the construction plans meeting the Manatee County Highway, Traffic & Stormwater Standards (dated 2015).

The Contractor's work shall follow the Manatee County Public Works Utility Standards and Specifications (dated June 2015) for the water main work, reclaimed water main, sanitary sewer and force main work.

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

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

NO SEPARATE PAYMENT FOR SPECIAL PROVISIONS

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

MATERIALS

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

such job mix formulation will be paid by the Contractor directly to the assigned laboratory.

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

LABORATORY TESTING

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

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

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

MEASUREMENT AND PAYMENT

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

- e. Whenever any change, or combination of changes, on the plans results in an increase or decrease in the original contract quantities, and the work added or decreased/eliminated is of the same general character as that called for on the plans, the Contractor shall accept payment in full at the original contract unit prices for the actual quantity of work performed, with no allowance for any loss of anticipated profits.
- f. It is the Contractor's responsibility to perform a detailed quantity take-off from the plans to determine actual quantities for ordering and delivery purposes. The Owner will not be responsible for quantities ordered in excess of those installed and constructed. The Contractor should be aware that some of the pay items may have contingency quantities. Payment shall be made only for final in-place quantities.

No payment shall be made for contingency quantities or additional work unless otherwise directed and approved in writing by the Engineer.
- f. Bid Schedule Completion - the blank spaces in the bid schedule shall be filled in correctly where indicated for each and every item for which a description is given, as the bidder must state the unit prices for which he proposes to do each part of the work contemplated, and the total price for all the parts included in any or all of the combinations of the work. In case of a discrepancy, the written words for "unit price", where stated, shall be considered as being the unit price. If the bid schedule does not use the written words for the unit price, then the numerically correct "total price", shall be considered as being the total price.

RESTORATION

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

COOPERATION WITH OTHERS

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

PRIORITY

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

SITE INVESTIGATION

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

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

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

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

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

PROJECT IDENTIFICATION SIGNS

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

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

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

- Title of Project
- Name of Owner
- Names and Titles of authorities, as directed by Owner

- Prime Contractor
- Construction Cost

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

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

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

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

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

SPECIAL TERMS AND CONDITIONS

Soil Erosion and Siltation

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

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

- **Synthetic Bales, Baled hay and straw barriers** designed, furnished and installed by the Contractor in accordance with the plans, FDOT Section 104-6-4, and FDOT Design Standard Index No. 102.
- **Floating turbidity barriers and staked turbidity barriers** furnished and installed by the Contractor as shown on the plans and/or required by conditions of the permits and as outlined in FDOT Section 104-6.4.11.

Shop Drawings

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

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

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

Temporary Pavement-(If Required)

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

MAINTENANCE OF TRAFFIC

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

MAINTENANCE OF STORM DRAINAGE SYSTEM

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

ACCEPTANCE BY THE CONTRACTOR

The Contractor and the Contractor's Subcontractors shall be required to sign the "Contractor's Acceptance" form, Schedule I, included in the Agreement, prior to commencing work performed in accordance with the Agreement. By signing the "Contractor's Acceptance", the Contractor agrees to abide by and perform all applicable terms of the Agreement.

SIDEWALKS TO REMAIN OPEN

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

DUST CONTROL

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

UNDERGROUND UTILITY LOCATIONS

The Contractor shall field verify by means of subsurface locating or other approved method all existing utilities to remain and conditions as may be required for the work area. This shall include all areas of potential conflicts with proposed storm, sanitary, force main and water main. The Contractor shall locate all existing utilities to remain at potential conflict locations prior to construction activities and before ordering any proposed structures. The Contractor shall contact and coordinate with "Sunshine State One Call 811" as well as the individual utilities prior to and during construction for utility locations, relocation and assistance while installing in potential conflict areas. All utility coordination and relocations shall be factored into the Contractor's construction schedule at no additional cost to the Owner.

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

UTILITY COORDINATION

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

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

UTILITY CONFLICTS

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

The contractor's equipment shall maintain a minimum clearance distance (10 feet for voltage up to 50 kv, 15 feet for voltage over 50 to 200 kv, and 20 feet for voltage over 200 to 350 kv, etc.) following new OSHA criteria.

DAILY CLEAN-UP REQUIREMENTS

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

MAINTENANCE AND RESTORATION OF JOB SITE

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

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

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

NOTICE AND SERVICE THEREOF

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

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

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

REQUIREMENTS FOR CONTROL OF THE WORK

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

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

PROJECT SCHEDULE

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

- Schedule will be submitted on 11-inch by 17-inch paper.
- The time scale (horizontal) shall be in weeks. The activities shall be listed on the left hand side (vertical).

- Activities shall show most Work activities. The listing from top to bottom shall be in a logical sequence of how the Work will be accomplished. Space shall be provided between activities or within bars to allow for marking of actual progress.

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

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

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

USE OF PRIVATE PROPERTY

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

CONSTRUCTION PHOTOGRAPHY

General

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

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

Qualifications

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

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

Project Photographs

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

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

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

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

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

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

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

Negatives

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

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

Videotape Recording

Videotaping may be used in lieu of construction photographs.

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

The taping shall, when viewed, depict an image with ¼ of the image being the roadway fronting of property and ¾ of the image being of the property. The taping shall be done so as to show the roadway and property in an oblique view (30 degrees).

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

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

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

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

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

POST-CONSTRUCTION STORM PIPE TESTING

The contractor shall provide video recording, laser profile and reports to Manatee County government per Fdot Standard Specifications for Road and Bridge Construction 2010, Section 430-4.8. The purpose is to assure the pipes are properly constructed and do not leak at the joints.

Payment for this item shall be included under pay item for mobilization.

CONTRACTOR TO EXECUTE NPDES “NOTICE OF INTENT”

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

WORKSITE TRAFFIC SUPERVISOR

- a. The Contractor shall have a Worksite Traffic Supervisor who will be responsible for initiating, installing and maintaining all traffic control devices as described in Section 102 of the FDOT *Standard Specifications for Road and Bridge Construction* and in the Plans. The Worksite Traffic Supervisor shall have at least one year of experience directly related to work site traffic control in a supervisory or responsible capacity and shall be certified by the American Traffic

Safety Services Association Worksite Traffic Supervisor Certification Program or an equal approved by FDOT. Approved alternate Worksite Traffic Supervisors may be used when necessary.

- b. The Worksite Traffic Supervisor shall be available on a 24-hour per day basis and shall review the project on a day-to-day basis as well as being involved in all changes to traffic control. The Worksite Traffic Supervisor shall have access to all equipment and materials needed to maintain traffic control and handle traffic related situations. The Worksite Traffic Supervisor shall ensure that routine deficiencies are corrected within a 24-hour period.
- c. The Worksite Traffic Supervisor shall be available on the site within 45 minutes after notification of an emergency situation, prepared to positively respond to repair the work zone traffic control or to provide alternate traffic arrangements.
- d. Failure of the Worksite Traffic Supervisor to comply with the provisions of the Sub-article may be grounds for decertification or removal from the project or both. Failure to maintain a designated Worksite Traffic Supervisor or failure to comply with these provisions will result in temporary suspension of all activities except traffic and erosion control and such other activities deemed to be necessary for project maintenance.
- e. Payment for Worksite Traffic Supervisor shall be included under the pay item for Maintenance of Traffic.

CONTRACTOR'S SUPERVISION

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

LIST OF EMERGENCY CONTACT NUMBERS & UTILITY SERVICE MAINTENANCE

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

EXISTING SIDEWALK

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

PEDESTRIAN ACCESS

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

RECORD DRAWINGS AND PROJECT CERTIFICATION

This section and number of copies applies only to roadway (including signalization) and drainage record drawings.

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

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

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

- A. Roadway centerline profile [100-foot maximum interval].
- B. Roadway cross sections [100-foot maximum interval].
- C. Field changes of dimensions and details.
- D. Details not on original contract drawings.

- E. Benchmarks and elevation datum shall be indicated.
- F. Additional elevations or dimensions as required by the Engineer

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

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

Upon completion of the work three (3) sets of Record Drawings and one compact disk of Record Drawings in Adobe and AutoCAD format to the Manatee County Traffic Engineering Division (Attn: Mr. Vishal S. Kakkad, P.E., PTOE) at 2101 47th Terrace East Bradenton, FL 34203. Record Drawings must be delivered to the county at least two (2) business days prior to scheduling the final inspection.

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

All Digital Drawings shall be identical to those submitted as hard copy. The Digital Drawing files shall be AutoCAD format (Release 2004 or later, but no later than 2010) and shall include all external reference drawings, text fonts, shape files and all other files necessary to make use of the drawings.

In addition, \$25,000 or five percent (whichever is smaller) of the Contract price shall be retained until the Owner has approved the "Record Drawings". The Owner and/or Engineer will review and approve the "Record Drawings within 30 days unless additional information is required. No final payment shall be made until such time as the "Record Drawings" have been approved and accepted.

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

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

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

CLARIFICATION OF SPECIFIC LINE ITEMS

Clarification of the County's expectations of work to be performed as it relates to specific line items and/or item No. listed on the Bid Form is included in the FDOT Basis of Estimate Manual, 2015 edition. Where such item number is not available, the description shows herein will prevail.

Line item 100-7-1 Special Mailbox (F&I), shall include all costs associated with the removal of existing custom mailbox and the replacement with FDOT standard mailbox per FDOT Index 532. Line item shall include the costs of all related transportation, construction and labor. Contractor shall restore all disturbed areas.

Line item 1080-11 Water Meter (F&I), shall include costs of all materials and fittings, the costs of all related transportation, construction and labor, and the costs of any excavation and/or restoration of pavement or concrete. Contractor shall restore all disturbed areas. All work to be done per Manatee County Public Works Utility Standards.

Line item 1080-17 Water Meter (Remove), shall include the costs of all related transportation, construction and labor, and the costs of any excavation and/or restoration of pavement or concrete required for the utility removal. All work to be done per Manatee County Public Works Utility Standards.

Line item 164480 Fire Hydrant (Relocate), shall include costs of all materials and fittings, the costs of all related transportation, construction and labor, and the costs of any excavation and/or restoration of pavement or concrete. Contractor shall restore all disturbed areas. All work to be done per Manatee County Public Works Utility Standards.

CONTRACT CONTINGENCY

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

MATERIAL TESTING TABLE

ITEM	TEST	TEST IDENTIFICATION	TEST REQUIREMENTS VERTICAL	TEST FREQUENCY HORIZONTAL
UTILITY TRENCH BACKFILL	MAXIMUM DENSITY OPTIMUM MOISTURE	AASHTO T-180	N/A	PER SOIL CLASSIFICATION/ PER LABORATORY ONE PER 200 LF
	FIELD DENSITY	AASHTO T-180	PER PLANS	
SUBGRADE UNCLEAR NEW CURB	MAXIMUM DENSITY OPTIMUM MOISTURE	AASHTO T-180	N/A	PER SOIL CLASSIFICATION/ PER LABORATORY ONE PER 200 LF
	FIELD DENSITY	AASHTO T-180	PER PLANS	
CONCRETE	COMPRESSIVE STRENGTH (THREE CYLINDERS/TEST)	AASHTO T-23 AND AASHTO T-119	PER SPECS	PER SPECS/MIN. OF ONE SET/DAY FOR POURS BETWEEN 10 & 50 CY ADDITIONAL SET FOR EACH 50 CY DAILY OR 1 PER 50 CY MAX
	SLUMP, AIR CONTENT	AASHTO T-22 AND AASHTO T-180	PER SPECS	
ASPHALT	MATERIAL QUALITY GRADATION, STABILITY BITUMEN CONTENT	FLORIDA D.O.T.	PER SPECS	PER SPECS DAILY OR 1 PER 50 CY MAX



PROJECT SITE

**21ST STREET EAST SIDEWALK
FROM US 41 TO 12TH AVE. E.
MANATEE COUNTY, FL
COVER**

NO.	REVISION DESCRIPTION	BY	DATE
PROJECT #		6012609	
SURVEY #		000	
SEC./TWN./RGE		-----	
SCALE		1"=20'	
	BY	DATE	
SURVEYED	J.D.GREER	04/29/15	
DESIGNED	CKH	8/31/2015	
DRAWN	CKH	8/31/2015	
CHECKED	JRS	8/31/2015	
JOHN SEALS, P.E.			
FLORIDA P.E. # 51505			
Signature & Date			
SHEET 1			

1. ALL CONSTRUCTION ACTIVITIES SHALL BE COORDINATED WITH THE PROJECT MANAGEMENT DIVISION. THE PROJECT MANAGER IS: KENT D BONTRAGER, P.E. AND CAN BE REACHED AT (941) 708-7450; EXT. 7331.

2. ALL CONSTRUCTION ON THIS PROJECT SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF MANATEE COUNTY UTILITY AND TRANSPORTATION STANDARDS AND/OR FDOT "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" UNLESS OTHERWISE INDICATED ON THE PLANS.

3. ELEVATIONS SHOWN HEREON ARE IN FEET AND ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). CONTROL MONUMENTS UTILIZED ARE DESIGNATED AS "SANTA ROSA" (PID = D04869), HAVING A PUBLISHED ELEVATION OF 15.52 FEET ADJUSTED, AS PUBLISHED BY THE NATIONAL GEODETIC SURVEY.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING ALL CONDITIONS AND REQUIREMENTS OF ALL PERMITS AND ALL GOVERNING FEDERAL, STATE, AND LOCAL AGENCIES. THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL REQUIRED PERMITS THAT ARE NOT PROVIDED IN THE BID DOCUMENTS, AT NO ADDITIONAL COST TO THE OWNER.

5. THE INFORMATION PROVIDED IN THESE PLANS IS SOLELY TO ASSIST THE CONTRACTOR IN ASSESSING THE NATURE AND EXTENT OF THE CONDITIONS WHICH MAY BE ENCOUNTERED DURING THE COURSE OF WORK. ALL CONTRACTORS ARE DIRECTED, PRIOR TO BIDDING, TO CONDUCT WHATEVER INVESTIGATION THEY MAY DEEM NECESSARY TO ARRIVE AT THEIR OWN CONCLUSIONS REGARDING THE ACTUAL CONDITIONS THAT WILL BE ENCOUNTERED, AND UPON WHICH THEIR BIDS WILL BE BASED.

6. THE CONTRACTOR SHALL REVIEW AND VERIFY ALL DIMENSIONS ON THE PLANS AND REVIEW ALL FIELD CONDITIONS THAT MAY AFFECT CONSTRUCTION. SHOULD DISCREPANCIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER TO OBTAIN THE ENGINEER'S CLARIFICATION BEFORE COMMENCING WITH CONSTRUCTION.

7. AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION, THE CONTRACTOR SHALL CONTACT SUNSHINE STATE ONE CALL OF FLORIDA AT 1-800-432-4770 OR THE NATIONAL 811 ONE CALL NUMBER WHEN APPLICABLE FOR UTILITY LOCATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH ALL UTILITIES FOR THE POSSIBLE RELOCATION OR THE TEMPORARY MOVEMENT OF ANY EXISTING UTILITIES WITHIN THE RIGHTS-OF-WAY.

8. ALL STATIONS AND OFFSETS REFER TO BASELINE OF CONSTRUCTION, UNLESS OTHERWISE NOTED.

9. THE CONSTRUCTION LENGTHS IN THESE PLANS ARE APPROXIMATE. ACTUAL LIMITS MAY BE SET IN THE FIELD AS DIRECTED BY THE ENGINEER.

10. SEPARATE PAYMENT SHALL BE MADE ONLY FOR THE ITEMS OF WORK LISTED AND IDENTIFIED BY APPROPRIATE PAY ITEM ON THE BID FORM. THE COST OF ANY RELATED WORK NOT SPECIFICALLY IDENTIFIED, BUT WHICH IS REQUIRED FOR SATISFACTORY COMPLETION OF THE WORK, SHALL BE CONSIDERED TO BE INCLUDED IN THE CONTRACT PRICE FOR THE APPROPRIATE BID ITEM.

11. THE CONTRACTOR SHALL HAVE A FOREMAN, OR RESPONSIBLE PARTY, ON SITE AT ALL TIMES WHEN WORK IS BEING PERFORMED. ALL WORKERS ON THE JOB SITE WILL BE COURTEOUS TO THE PUBLIC AT ALL TIMES, AND SHALL REFER ANY QUESTIONS OR CONCERNS TO THE CONTRACTOR'S FOREMAN OR THE COUNTY INSPECTOR. THE FOREMAN SHALL SPEAK AND UNDERSTAND ENGLISH AND SHALL BE AVAILABLE AT ALL TIMES FOR TIMELY RESOLUTION OF PROJECT-RELATED ISSUES.

12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE COORDINATION OF CONSTRUCTION SCHEDULING BETWEEN CONTRACTOR AND ALL UTILITY AGENCIES.
NOTE:
THIS INCLUDED MEETING WITH UTILITY AGENCIES PRIOR TO THE PRE-CONSTRUCTION CONFERENCE TO ADJUST THEIR SCHEDULES TO COINCIDE WITH THE CONTRACTORS CONSTRUCTION SCHEDULE. (REFERENCE CONTRACT DOCUMENTS)

13. ANY DAMAGE TO STATE, COUNTY, OR LOCAL ROADS CAUSED BY THE CONTRACTOR'S HAULING OR EXCAVATION EQUIPMENT SHALL BE REPAIRED BY THE CONTRACTOR TO THE SATISFACTORY OF THE COUNTY PROJECT MANAGER. PAYMENT SHALL NOT BE MADE FOR THIS WORK.

14. ALL CONSTRUCTION WITHIN FDOT RIGHT-OF-WAY IS TO BE IN ACCORDANCE WITH CURRENT FDOT STANDARD SPECIFICATIONS FOR ROADWAY CONSTRUCTION AND THE DESIGN STANDARDS.

15. ALL SIGNING, STRIPING AND RPM PLACEMENT WITHIN THE FDOT RIGHT-OF-WAY IS TO BE IN ACCORDANCE WITH FDOT STANDARD INDEX 17346.

SAFETY

16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THE FLORIDA TRENCH SAFETY ACT, 90-96, LAWS OF FLORIDA EFFECTIVE OCTOBER 1, 1990 AND THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION EXCAVATION SAFETY STANDARDS, 29 CFR 1926.650, SUBPART P, AS AMENDED. THE CONTRACTOR SHALL INCLUDE IN THE TOTAL BID PRICE ALL COSTS FOR COMPLIANCE WITH THESE REGULATIONS.

17. THE CONTRACTOR SHALL USE SHEET PILING, SHEETING, BRACING, ETC., AS REQUIRED IN ALL EXCAVATION AREAS AND CONFORM TO ALL OSHA REQUIREMENTS.

18. THE CONTRACTOR SHALL USE ALL NECESSARY SAFETY PRECAUTIONS TO AVOID CONTACT WITH OVERHEAD AND UNDERGROUND UTILITIES, POWER LINES, ETC.

19. THESE DRAWINGS DO NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY. THIS EXCLUSION DOES NOT ALLEVIATE THE CONTRACTOR FOR PROVIDING A CONTINUOUS SAFE WORKSPACE.

ENVIRONMENTAL

20. CONTRACTOR IS RESPONSIBLE FOR INSTALLATION ALL SEDIMENT AND EROSION CONTROL (SEC) DEVICES (E.G., BARRIERS, SEDIMENT TRAPS/BASINS, VEGETATIVE BUFFERS, ETC.) AS SPECIFIED IN THE FINAL APPROVED PLANS FOR THE PROJECT. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL SEC DEVICES UTILIZED DURING THE PROJECT, AS WELL AS INSTALLATION & MAINTENANCE OF ANY ADDITIONAL MEASURES DEEMED NECESSARY DURING PROJECT IMPLEMENTATION, TO PREVENT EROSION AND OFF-SITE SEDIMENT MIGRATION. CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR REMOVAL AND PROPER DISPOSAL OF ALL SEC DEVICES UPON CONCLUSION OF THE PROJECT, AND UPON ADEQUATE STABILIZATION OF DISTURBED SOILS.

21. WHEN A BENTONITE SPILL OR FRACK-OUT OCCURS OR THERE IS A LOSS OF RETURN INDICATING EXCESSIVE SEEPAGE OR LOSS OF DRILLING FLUID, DRILLING MUST BE STOPPED UNTIL THE LOCATION OF THE SPILL IS IDENTIFIED. UNDER NO CIRCUMSTANCES WILL DRILLING CONTINUE WHEN A SPILL IS APPARENT.

22. ONCE LOCATED, THE BENTONITE SPILL MUST BE ISOLATED AND SEEPAGE INTO ANY NEARBY WATER BODIES WILL BE BLOCKED DEPENDING ON THE DEGREE OF THE SPILL. THE ISOLATED BENTONITE MUST BE REMOVED MANUALLY OR MECHANICALLY AND DISPOSED OF BY APPROPRIATE MEANS OR REUSED.

23. THE CONTRACTOR SHALL PROVIDE AND INSTALL ALL NECESSARY STORM WATER, EROSION, AND SEDIMENTATION CONTROL MEASURES IN ACCORDANCE WITH THE FDEP "FLORIDA STORM WATER, EROSION AND SEDIMENTATION CONTROL INSPECTOR'S MANUAL". IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTROL AND PREVENT EROSION AND TRANSPORT OF SEDIMENT TO SURFACE DRAINS AND TO DITCHES DURING CONSTRUCTION.

24. STOCKPILES SHALL BE PROTECTED AT ALL TIMES BY ON-SITE DRAINAGE CONTROLS WHICH PREVENT EROSION OF THE STOCKPILED MATERIAL. CONTROL OF DUST FROM SUCH STOCKPILES IS REQUIRED, DEPENDING UPON THEIR LOCATION AND THE EXPECTED LENGTH OF TIME THE STOCKPILES WILL BE PRESENT. IN NO CASE SHALL ANY STOCKPILED MATERIAL REMAIN AFTER THIRTY (30) CALENDAR DAYS.

25. STORM WATER INLETS IN THE VICINITY OF THE PROJECT SHALL BE PROTECTED BY SEDIMENT TRAPS SUCH AS SECURED HAY BALES, SOD, STONE, ETC., WHICH SHALL BE MAINTAINED AND MODIFIED AS REQUIRED BY CONSTRUCTION PROGRESS, AND WHICH MUST BE APPROVED BY THE ENGINEER BEFORE INSTALLATION. THIS WILL BE MAINTAINED TO PREVENT DEGRADATION OF THE WATERS OF THE COUNTY AND STATE.

26. SEDIMENT BASINS AND TRAPS, PERIMETER BERMS, SEDIMENT BARRIERS, VEGETATIVE BUFFERS, AND OTHER MEASURES INTENDED TO TRAP SEDIMENT AND/OR PREVENT THE TRANSPORT OF SEDIMENT ONTO ADJACENT PROPERTIES, OR INTO EXISTING BODIES OF WATER, MUST BE INSTALLED, CONSTRUCTED, OR IN THE CASE OF VEGETATIVE BUFFERS, PROTECTED FROM DISTURBANCE, AS A FIRST STEP IN THE LAND ALTERATION PROCESS. SUCH SYSTEMS SHALL BE FULLY OPERATIVE BEFORE ANY OTHER DISTURBANCE OF THE SITE BEGINS. EARTHEN STRUCTURES INCLUDING BUT NOT LIMITED TO BERMS, EARTH FILTERS, DAMS OR DIKES SHALL BE STABILIZED AND PROTECTED FROM DRAINAGE DAMAGE OR EROSION WITHIN ONE (1) WEEK OF INSTALLATION.

27. ALL SWALES, DITCHES, AND CHANNELS LEADING FROM THE SITE SHALL BE PROTECTED FROM SILTATION AND EROSION DURING CONSTRUCTION AND BE SODDED WITHIN THREE (3) DAYS OF EXCAVATION.

28. SOIL DISPLACED BY CONSTRUCTION WILL BE REMOVED. EROSION CONTROL SHALL BE IMPLEMENTED IN AREAS WHICH ARE CONSIDERED ENVIRONMENTALLY SENSITIVE. EROSION CONTROL SYSTEMS SHALL BE REQUIRED FOR ALL WORK WITHIN JURISDICTIONAL AREAS. THESE SYSTEMS MAY INCLUDE STAKED HAY BALES, SILT SCREENS, FILTER FABRIC, AND TURBIDITY SCREENS.

29. ALL EROSION AND POLLUTION CONTROL DEVICES SHALL BE CHECKED REGULARLY, ESPECIALLY AFTER EACH RAINFALL AND SHALL BE CLEANED OUT AND/OR REPAIRED AS REQUIRED.

30. THE CONTRACTOR SHALL NOT ENTER UPON OR IN ANY WAY ALTER WETLAND AREAS THAT MAY BE ON OR NEAR THE CONSTRUCTION SITE. ALL WORK IN THE VICINITY OF OPEN WATER AND/OR WETLANDS IS TO BE PERFORMED IN COMPLIANCE WITH THE ENVIRONMENTAL REGULATIONS AND/OR PERMITS FOR THE SITE. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY FINES RESULTING FROM HIS VIOLATION OF ANY REGULATIONS OR PERMIT CONDITIONS.

31. FOR MORE INFORMATION, SEE THE EROSION CONTROL DETAIL SHEET INCLUDED IN THE PLANS.

RIGHT-OF-WAY

32. ALL CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO WITHIN THE MANATEE COUNTY/FDOT RIGHT-OF-WAY AND/OR EASEMENTS SHOWN ON THE DRAWINGS.

33. THE CONTRACTOR SHALL EMPLOY A LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA TO REFERENCE AND RESTORE PROPERTY CORNER MONUMENTS, PINS, AND LANDMARKS THAT MAY BE DISTURBED BY CONSTRUCTION AT NO ADDITIONAL COST TO THE OWNER.

34. THE CONTRACTOR, PRIOR TO CONSTRUCTION AND RESTRICTING ANY TRAFFIC, MUST OBTAIN A RIGHTS-OF-WAY USE PERMIT AND A TRAFFIC CONTROL PLAN. THE CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS FROM OTHER GOVERNMENTAL AGENCIES HAVING RELEVANT JURISDICTION. ALL MAINTENANCE AND PROTECTION OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE APPLICABLE REQUIREMENTS OF THE CURRENT FLORIDA DEPARTMENT OF TRANSPORTATION "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD). A TRAFFIC CONTROL PLAN SHALL BE SUPPLIED BY THE CONTRACTOR AT THE PRE-CONSTRUCTION MEETING.

35. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING ALL DAMAGED STORM WATER STRUCTURES, PIPING, ENTRANCE PIPE AND HEADWALLS, THAT ARE TO REMAIN, WHETHER SHOWN ON THE PLANS OR NOT.

36. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ESTABLISH IN THE FIELD THE RIGHT-OF-WAY LINES, BASE LINES, BENCH MARKS (ELEV.), CENTER LINES, AND STATIONING AS REQUIRED TO CONSTRUCT THIS PROJECT. ROADWAY PLANS AND PROPOSED DESIGN ARE BASED ON TOPOGRAPHIC SURVEYS PROVIDED BY MANATEE COUNTY PROJECT MANAGEMENT AND ZOLLAR NAJJAR & SHROYER UNDER COUNTY PROJECT NO'S 334-8001060 AND 319-6045661. REFER TO THE ORIGINAL SIGNED AND SEALED SURVEY CONTROL SHEETS IN THE PROJECT FILE.

37. THE CONTRACTOR SHALL COORDINATE THE CUTTING OF DRIVEWAYS WITH THE PROPERTY OWNER PRIOR TO CUT. ALL DRIVEWAYS WILL BE IN PASSABLE CONDITION AT THE END OF THE WORK DAY AND FULLY RESTORED PER PLAN. THE CONTRACTOR SHALL COORDINATE WITH THE AFFECTED UTILITY COMPANY FOR THE ADJUSTMENT OF ANY EXISTING UTILITIES AND STRUCTURES IN ORDER TO MATCH THE PROPOSED ELEVATIONS AND ALIGNMENTS.

38. A RIGHT OF ENTRY AGREEMENT SHALL BE OBTAINED BY THE PROJECT MANAGER FROM THE PROPERTY OWNER BEFORE ANY DRIVEWAY CONSTRUCTION WORK IS DONE OUTSIDE OF THE RIGHT-OF-WAY OR EASEMENT.

UTILITIES

39. LOCATIONS, ELEVATIONS AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES ARE SHOWN TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS BUT DO NOT PURPORT TO BE ABSOLUTELY CORRECT. THERE MAY BE OTHER IMPROVEMENTS, UTILITIES, ETC. WHICH ARE WITHIN THE PROJECT AREA AND WHICH HAVE NOT BEEN LOCATED OR IDENTIFIED, MAY NOT BE IN THE EXACT LOCATION SHOWN OR RELOCATED SINCE THE PREPARATION OF THESE PLANS. THE CONTRACTOR SHALL VERIFY, PRIOR TO CONSTRUCTION, THE LOCATIONS, ELEVATIONS AND DIMENSIONS OF ALL EXISTING UTILITIES STRUCTURES AND OTHER FEATURES (WHETHER OR NOT SHOWN ON THE PLANS) THAT MAY AFFECT HIS WORK. ALL EXISTING UTILITIES TO BE EXTENDED, CROSSED OR CONNECTION POINTS SHALL BE EXPOSED PRIOR TO CONSTRUCTION TO VERIFY LOCATION AND ELEVATION. ANY DISCREPANCIES OR CONFLICTS FOUND SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION FOR RESOLUTION. UTILITIES DESIGNATED VV, VH, AND VWH ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED. EXTREME CAUTION SHALL BE EXERCISED WHEN WORKING NEAR THE WATERLINE.

40. THE CONTRACTOR SHALL PROTECT ALL EXISTING STRUCTURES, WATER AND SEWER LINES, STORM DRAINS, UTILITIES, DRIVEWAYS, SIDEWALKS, SIGNS, MAIL BOXES, FENCES, TREES, LANDSCAPING, AND ANY OTHER IMPROVEMENT OR FACILITY IN THE CONSTRUCTION AREA. THE CONTRACTOR SHALL REPAIR AND/OR REPLACE ANY DAMAGED ITEM DUE TO HIS CONSTRUCTION ACTIVITIES TO EQUAL OR BETTER THAN PRE-CONSTRUCTION CONDITIONS AT NO ADDITIONAL COST TO THE OWNER.

41. THE CONTRACTOR SHALL USE APPROPRIATE TECHNIQUES, AS APPROVED, RECOMMENDED OR OFFERED BY FLORIDA POWER AND LIGHT TO PREVENT UNDERMINING OF POWER POLES DURING CONSTRUCTION. IF HOLDING OF POWER POLES IS RECOMMENDED OR REQUIRED BY THE UTILITY, THE CONTRACTOR SHALL COORDINATE THIS ACTIVITY WITH THE UTILITY AND BEAR ALL RELATED COSTS.

42. EXCEPT WHERE THE PLANS AND SPECIFICATIONS PROVIDE THAT SUCH WORK SHALL BE PERFORMED UNDER THE CONTRACT FOR THIS PROJECT, ALL UTILITIES INTERFERING WITH CONSTRUCTION SHALL BE REMOVED, RELOCATED OR ADJUSTED BY THEIR OWNERS, AT THEIR EXPENSE. THE CONTRACTOR SHALL ARRANGE HIS SCHEDULE TO ALLOW UTILITY OWNERS TIME FOR THE NECESSARY RELOCATION AND ADJUSTMENT OF UTILITIES AND RELATED STRUCTURES.

43. A FLORIDA POWER AND LIGHT SPECIAL PROVISION IS THAT THE TYPE OF EQUIPMENT USED IN THE INSTALLATION OF MAST ARMS/FOUNDATIONS, OVERHEAD/CANTILEVER SIGNS/FOUNDATIONS, AND THE MOVEMENT/INSTALLATION OF STRAIN POLES SHALL MEET THE FOLLOWING REQUIREMENTS: 1) OVERHEAD LINES SHALL STAY IN PLACE BOTH VERTICALLY AND HORIZONTALLY 2) CONTRACTOR SHALL MEET ALL APPLICABLE OSHA REQUIREMENTS (SEPARATION SHALL FOLLOW FPL GUIDELINES). ANY COST ASSOCIATED WITH THIS TYPE OF EQUIPMENT REQUIRED FOR THIS INSTALLATION IS INCLUDED IN THE RELATED PAY ITEMS. PLEASE REFER TO THE SPECIAL CONDITIONS IN THE UTILITY WORK SCHEDULE AND UTILITY COORDINATION.

44. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH ALL UTILITY COMPANIES FOR THE RELOCATION AND ADJUSTMENT OF ALL UTILITIES, INCLUDING, ANY EXISTING POWER POLES AND/OR UTILITY CONDUITS WITHIN RIGHT-OF-WAY.

45. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH THE APPROPRIATE PARTIES TO DETERMINE THE COUNTY'S FIBER COMMUNICATION NETWORK, KNOWN AS ATMS (COUNTY ISD, SCHOOL BOARD, AND TRAFFIC MANAGEMENT CENTER) IN THE AREA TO ACCOMMODATE ANY POTENTIAL CONFLICTS. AS-BUILT INFORMATION FOR EXISTING COMMUNICATION CONDUIT AND FIBER IS AVAILABLE FROM OLGA ROSIER, WITH UTILITY RECORDS (941-792-8811 EXT. 5059). CONSTRUCTION PLAN INFORMATION FOR PROJECTS UNDER CONSTRUCTION WITH THE COUNTY'S TRAFFIC MANAGEMENT CENTER ARE AVAILABLE AT WWW.MANATEEATMS.COM AND WWW.MANATEEATMS2.COM.

DRAINAGE AND GRADING

46. ALL CONSTRUCTION IS TO BE STAKED IN THE FIELD BY OR UNDER THE SUPERVISION OF A FLORIDA REGISTERED LAND SURVEYOR.

47. THE CONTRACTOR IS TO PROVIDE THE ENGINEER OF RECORD WITH REPRODUCIBLE RECORD DRAWINGS SHOWING ALL IMPROVEMENT LOCATIONS AND ELEVATIONS IN ACCORDANCE WITH LATEST MANATEE COUNTY TRANSPORTATION DEPARTMENT STANDARDS AND SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (SWFWD) STANDARDS. THE CONTRACTOR SHALL ALSO PROVIDE FIVE SETS OF PRINTS, SIGNED AND SEALED BY A PROFESSIONAL LAND SURVEYOR, OF THE RECORD DRAWINGS TO THE ENGINEER OF RECORD. THESE RECORD DRAWINGS SHALL BE CERTIFIED TO THE OWNER, APPROPRIATE GOVERNMENTAL AGENCIES. RECORD DRAWINGS SHALL SPECIFICALLY INCLUDE STORMWATER FACILITY LOCATIONS, INCLUDING TOP OF BANK, UNDERDRAIN AND CONTROL STRUCTURES, SHALL BE PERFORMED BY A REGISTERED LAND SURVEYOR AND REVIEWED BY THE ENGINEER OF RECORD PRIOR TO ACCEPTANCE AND PAYMENT. BENCH MARKS WITH THE ELEVATION CLEARLY AND PERMANENTLY MARKED ARE TO BE PLACED ON THE TOP OF ALL PROPOSED OUTFALL CONTROL STRUCTURES. RECORD DRAWINGS OF ALL MITIGATION AREAS INCLUDING ELEVATIONS, ZONES AND LIMITS SHALL BE PERFORMED BY A REGISTERED LAND SURVEYOR AND REVIEWED BY THE ENGINEER OF RECORD PRIOR TO ACCEPTANCE AND PAYMENT. THE RECORD DRAWINGS SHALL SPECIFICALLY INCLUDE THE SURFACE AREA OF STORMWATER FACILITY AREAS AT NORMAL WATER), TOP OF BANK AND ELEVATION (NWL25), AT HIGH WATER ELEVATION (HWL ALL MITIGATION AND/OR LITTORAL SHELF AREAS.

48. TO PREVENT SEDIMENTARY RUNOFF DURING CONSTRUCTION, STAKED HAY BALES, STAKED SILT SCREENS OR INLET DEBRIS CONTROL SCREENS ARE TO BE PLACED AT STORM INLETS, OUTFALL LOCATIONS AND ADJACENT PROPERTY LINES AS REQUIRED PRIOR TO ANY CONSTRUCTION ACTIVITIES. SEDIMENT AND EROSION CONTROL DEVICES SHALL BE INSTALLED AND THEN VERIFIED/INSPECTED BY MANATEE COUNTY INFRASTRUCTURE INSPECTIONS RESOURCES DIVISION (708-7450) PRIOR TO COMMENCEMENT OF CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE SEDIMENTATION BARRIERS IN A WORKING MANNER FOR THE DURATION OF CONSTRUCTION AND SHOULD BE

49. ALL PIPE LENGTHS SHOWN ON PLAN VIEW ARE TO THE END OF THE MITERED END SECTION. REFER TO MITERED END SECTION DETAIL FOR LENGTH OF PIPE TO BE INCLUDED IN PRICE FOR MITERED END SECTION.

50. TOPOGRAPHIC AND PROPERTY SURVEYS GIVING LOT SIZE, GROUND ELEVATIONS, OBSTRUCTIONS ON SITE, LOCATIONS AND DEPTHS OF SEWERS, CONDUITS, PIPES, EXISTING STRUCTURES, CURBS, PAVEMENTS, TRACTS, AND SOIL BORING DATA GIVING THE NATURE OF GROUND AND SUBSURFACE CONDITIONS HAVE BEEN OBTAINED FROM RELIABLE SOURCES. THE ACCURACY OF THIS DATA IS NOT GUARANTEED, AND IS FURNISHED SOLELY AS AN ACCOMMODATION TO THE CONTRACTOR. USE OF THIS DATA SHALL BE MADE AT THE CONTRACTOR'S DISCRETION. NO ADDITIONAL COMPENSATION WILL BE GRANTED DUE TO THE CONTRACTOR'S LACK OF KNOWLEDGE OF SITE CONDITIONS. PRIOR TO BID SUBMISSION, THE CONTRACTOR SHALL CONDUCT ANY ADDITIONAL SURVEYS AND SOILS TESTS HE MAY DEEM NECESSARY TO VERIFY THE ACCURACY OF THE INFORMATION PROVIDED.

51. THE CONTRACTOR SHALL VERIFY TOPOGRAPHY AND SATISFY HIMSELF AS TO THE EXTENT OF FILL NECESSARY TO ACHIEVE FINISHED GRADE PRIOR TO AWARD OF CONTRACT. THERE SHALL BE NO CLAIM FOR EXTRAS NOTWITHSTANDING SITE PLAN REVISIONS PROMULGATED SUBSEQUENT TO AWARD OF CONTRACT.

52. ROADSIDE UNDERDRAIN SHOWN ON PLAN IS MINIMUM AND EXTENSION SHALL BE REQUIRED AS DETERMINED NECESSARY BY THE ENGINEER OF RECORD AND/OR MCPWD INSPECTION DEPARTMENT DURING THE COURSE OF CONSTRUCTION.

53. SUITABLE FILL MATERIAL FROM EXCAVATION SHALL BE UTILIZED FOR PROJECT FILL PER GRADING SPECIFICATIONS. UNSUITABLE MATERIAL SHALL BE PLACED IN OPEN AREAS ONLY AS DIRECTED BY THE PROJECT ENGINEER AND SOILS ENGINEER IN ACCORDANCE WITH FDOT INDEX 505.

54. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR ALL STRUCTURES PRIOR TO INSTALLATIONS.

55. REFER TO CONSTRUCTION TECHNICAL SPECIFICATIONS FOR COMPACTION REQUIREMENTS, GRASSING/SODDING REQUIREMENTS, AND PAVING CONSTRUCTION MATERIAL SPECIFICATIONS.

56. ALL FILL AREAS ARE TO BE CONSTRUCTED IN 12" MAXIMUM LIFTS.

57. THE CONTRACTOR SHALL REVIEW SOILS TESTS AS PERFORMED BY THE SOIL CONSULTANT AND IS ENCOURAGED TO CONDUCT ON-SITE TESTING TO SATISFY HIMSELF AS TO ACTUAL LIMITS OF REMOVAL AND REPLACEMENT OF UNSUITABLE MATERIALS PRIOR TO BIDDING.

58. ON SLOPES GREATER THAN 3:1 PEGGING OR PINNING OF SOD MAY BE REQUIRED.

59. STATION LOCATIONS AND OFFSETS FOR STORM DRAIN INLETS AND MANHOLES REFERENCE THE CENTER OF THE SPECIFIED STRUCTURE BOTTOM. STATION LOCATION IS CENTER OF STRUCTURE BOTTOM FOR JUNCTION BOXES, CENTER OF RISER FOR CURB INLETS. FOR PIPES WITH MITERED END SECTIONS, THE PROPOSED LENGTHS SHOWN ON THE PLANS INCLUDE THE LENGTH OF THE MITERED END SECTION. PAYMENT FOR PIPE SHALL NOT INCLUDE THE LENGTH OF THE MITERED END SECTION. AS SPECIFIED BY DIMENSION "T" AS SHOWN IN FDOT INDEX 272 AND 273. PAYMENT SHALL BE FROM INSIDE STRUCTURE WALL TO INSIDE STRUCTURE WALL. ANY EXTRA PIPE LENGTH LISTED SHALL BE CONSIDERED CONTINGENT.

60. ALL CURB INLET AND JUNCTION BOX STORMWATER STRUCTURES SHALL HAVE HEAVY DUTY RING AND COVER MANHOLE ACCESS. ALL DRAINAGE BOX DETAIL SHALL FOLLOW MANATEE COUNTY CURRENT STANDARD 202 UNLESS IT IS DESIGNATED IN THE PLAN. ALL DRAINAGE BOXES SHALL HAVE A WALL THICKNESS OF 6" MINIMUM.

61. DURING DEWATERING OPERATIONS, THE CONTRACTOR SHALL NOT DISCHARGE DIRECTLY TO RECEIVING WATERS, EXISTING CONVEYANCES TO RECEIVING WATERS, OR WETLAND SYSTEMS. TEMPORARY SEDIMENT BASINS, TRAPS, OR SILTATION REDUCTION DEVICES SHALL BE UTILIZED TO COLLECT THE DISCHARGE FROM DEWATERING ACTIVITIES TO ELIMINATE THE POTENTIAL FOR OFFSITE SEDIMENT TRANSPORT AND TO ENSURE THAT DIRECT DISCHARGE DOES NOT OCCUR.

62. SLURRY WALL - CONSTRUCTION OF THE SLURRY WALL SHOULD BE UNDERTAKEN IN ACCORDANCE WITH THE SPECIAL PROVISIONS OF THE CONTRACTOR BY A GEOTECHNICAL SPECIALTY CONTRACTOR EXPERIENCED IN CONSTRUCTION OF CLAY SLURRY WALLS. CONTRACTOR SHOULD REVIEW GEOTECHNICAL REPORT, PLANS, AND RETAIN EXPERIENCED PERSONNEL TO CARRY OUT THE OPERATIONS, SAFETY, TESTING AND QUALITY CONTROL AS SPECIFIED. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL SUBMIT TECHNICAL SPECIFICATIONS, FOR ENGINEER'S APPROVED THAT COVER MATERIALS, EQUIPMENT, EXCAVATION OF THE WORK (I.E. SLURRY TRENCHING, KEY, CLEANING TRENCH BOTTOM, BACKFILL MIXING & BACKFILL PLACEMENT), CLEAN-UP, SPILL CONTINGENCY PLAN, QUALITY CONTROL, AND TESTING. IN ADDITION, THE FOLLOWING SHALL BE SUPPLIED PRIOR TO START OF CONSTRUCTION:

A. SOIL-BENTONITE SLURRY MIX DESIGN AND TRIAL MIX REPORTS, INCLUDING MIX PROPORTIONS, DENSITY, MOISTURE CONTENT, GRADATIONS, AND HYDRAULIC CONDUCTIVITY SHALL BE PERFORMED.

B. SPECIFICATIONS OF THE BATCH PLANT AND LAYOUTS SHOWING LOCATIONS OF EQUIPMENT, PONDS, TANKS, PUMPS, VALVES, HOSES AND SUPPLY LINES.

C. SOURCE OF ALL IMPORTED MATERIAL, INCLUDING BENTONITE. SHIPMENT OF MATERIALS TO THE SITE SHALL BE ACCOMPANIED BY THE SHIPPER'S WRITTEN VERIFICATION OF THE QUALITY OR SPECIFICATION OF THE MATERIAL, A COPY OF WHICH SHALL BE RETAINED BY THE CONTRACTOR.

D. CERTIFICATION OF BENTONITE QUALITY, SHOWING COMPLIANCE WITH API STANDARD 13A.

E. CERTIFICATION OF QUALITY OF ANY ADMIXTURE.

ADDITIONAL NOTES:

VALVE BOX ADJUSTMENT MEASUREMENT & PAYMENT:
1. PAY ITEM UW-2-100
MEASUREMENT SHALL BE PER EACH VALVE ADJUSTED, IN WHICH REPLACEMENT OF VALVE BOX COMPONENTS, CONCRETE PAD, AND/OR TRACER WIRE TEST STATION WAS COMPLETED. PAYMENT FOR EACH UNIT ITEM SHALL INCLUDE FURNISHING AND INSTALLING ALL MATERIALS REQUIRED FOR A NEW VALVE BOX AND PAD IN ACCORDANCE WITH MANATEE CO. PUBLIC WORKS DEPT. STANDARD DETAIL UW-2, INCLUDING A NEW CAST IRON VALVE BOX TOP SECTION (WHERE THE EXISTING BOX CANNOT BE ADJUSTED VERTICALLY), TRACER WIRE TEST STATION (WHERE EXISTING TEST STATION IS PRESENT), BRONZE TAG, AND CONCRETE PAD WITH SPECIFIED STAMP IMPRESSIONS WHERE APPROPRIATE.

TREE REMOVAL
1. TREE REMOVAL AND ROOT PRUNING TO BE PAID UNDER LUMP SUM FEE FOR CLEARING AND GRUBBING.

MAINTENANCE OF TRAFFIC FOR 21ST STREET EAST:

1. EMPLOY FDOT STANDARD INDEX 600 & 602 FOR WORK WITHIN 21ST STREET RIGHT-OF-WAY SHOULDER.

2. WHEN 2' SEPARATION CANNOT BE MAINTAINED UTILIZE FDOT STANDARD INDEX 600 & 603 FOR AND RESTORE TRAFFIC WITHIN THE SAME DAY.; OR TRANSITION TRAFFIC BY MEANS OF TEMPORARY PAVEMENT TO PROVIDE TWO 10' TRAVEL LANES.

3. PROTECT ALL DROP-OFFS PER INDEX 600.

4. IF TEMPORARY CONCRETE BARRIER IS REQUIRED, CONTRACTOR SHALL USE LOW PROFILE BARRIER ONLY.

5. ALL DEVICES WITHIN 21ST ST R/W SHALL BE INSTALLED PER APPLICABLE INDICES FOR EXIST. POSTED SPEED OF 30 MPH.

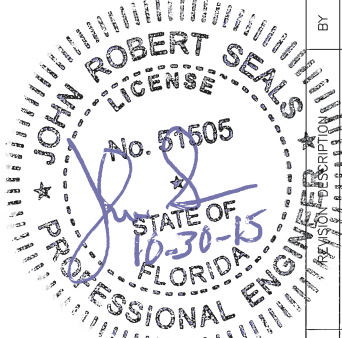
MANATEE COUNTY, FLORIDA
PUBLIC WORKS DEPARTMENT
ENGINEERING SERVICES



1022 26th Avenue East
Bradenton, FL 34208

21ST STREET EAST SIDEWALK
FROM US 41 TO 12TH AVE. E.
MANATEE COUNTY, FL
GENERAL NOTES & LEGEND (1)

DATE								
BY								
NO.								
PROJECT #	6012609							
SURVEY #	000							
SEC./TWN./RGE	-----							
SCALE	1"=20'							
	BY	DATE						
SURVEYED	J.D.GREER	04/29/15						
DESIGNED	CKH	8/31/2015						
DRAWN	CKH	8/31/2015						
CHECKED	JRS	8/31/2015						
JOHN SEALS, P.E.								
FLORIDA P.E. # 51505								
Signature & Date								
SHEET 2								



C:\PW-Civil\B281\000\001\Production\Drawings\GINT6001.dwg, GNL 2, Frank, 10/30/2015 4:39 PM Chris R. Hutton, 1:1, ANSI D (22.00 x 34.00 inches)

BOX CULVERT DESIGN SPECIFICATIONS:

64. AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANPORTATION OFFICIALS (AASHTO), STANDARD SPECIFICATIONS FOR HIGHWAY BRIDGES, 1998 EDITION, AND APPROVED REVISIONS.

DESIGN LOADING:
HS-20-44 LIVE LOAD, FUTURE WEARING SURFACE OF (15 LB/SF) AND ALL DEAD LOADS AS SHOWN ON THE PLANS.

DESIGN METHOD:
LOAD FACTOR DESIGN

ENVIRONMENT:
EXTREMELY AGGRESSIVE

MATERIALS:
ALL MATERIALS SHALL CONFORM TO FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (2007 EDITION & SUPPLEMENTS THERE TO)

ALLOWABLE SOIL BEARING:
2,500 PSF

PRECAST BOX CULVERT:
THE PRECAST BOX CULVERT SHALL CONFORM TO THE FLORIDA DEPARTMENT OF TRANSPORTATION DESIGN STANDARDS FOR A TRIPLE-BARREL, 4 FOOT X 8 FOOT STRUCTURE OR AN APPROVED EQUAL

SUBMITTALS:
THE CONTRACTOR SHALL PROVIDE SHOP DRAWINGS OF THE PRECAST BOX CULVERT FOR THE ENGINEERS APPROVAL AND GEOTECHNICAL REPORTS FOR FOUNDATION DESIGN.

MITIGATION NOTES

65. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF ENHANCED/ CREATED WETLANDS UNTIL PROJECT DRAINAGE AND GRADING IS COMPLETED AND ACCEPTED BY THE OWNER.

66. MAINTENANCE SHALL BE IN ACCORDANCE WITH PERMIT CONDITIONS. WETLAND BOUNDARY AND BUFFER AREAS SHALL BE CLEARLY DELINEATED ON SITE PRIOR TO INITIAL CLEARING AND GRUBBING ACTIVITIES. THE DELINEATION SHALL ENDURE THROUGHOUT THE CONSTRUCTION PERIOD, AND BE READILY DISCERNIBLE TO CONSTRUCTION PERSONNEL. THE WETLAND (JURISDICTIONAL) AND BUFFER AREAS ARE TO BE IDENTIFIED IN THE FIELD WITH STAKES AND FLAGGED STRING LINES (STRING LINE 5' ABOVE GRADE WITH FLAGGING AT 10' INTERVALS) PRIOR TO COMMENCEMENT OF CLEARING AND GRUBBING. THE STRING LINE SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. THE CONTRACTOR SHALL STAY OUT OF THE EXISTING WETLAND AND BUFFER AREAS, EXCEPT WHERE PLANS CALL OUT SPECIFIC WORK TO BE PERFORMED.

RESTORATION

67. ALL RESTORATION WORK PERFORMED THROUGHOUT THE PROJECT SHALL CONFORM TO EXISTING LINES AND GRADES UNLESS SHOWN OTHERWISE.

68. ALL DISTURBED GRASSED AREAS SHALL BE SODDED. THE TYPE OF SOD USED TO REPLACE OWNER MAINTAINED AREAS IN RIGHT-OF-WAY SHALL BE COORDINATED WITH THE PROPERTY OWNER. ALL EXISTING SHRUBS, TREES, PLANTINGS AND OTHER VEGETATION, OUTSIDE OF RIGHT-OF-WAY DISTURBED DURING CONSTRUCTION SHALL BE REPLACED WITH EQUIVALENT MATERIAL BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.

69. CONCRETE DRIVEWAYS OR SIDEWALKS THAT ARE CUT SHALL BE RESTORED TO MATCH EXISTING ACCORDING TO THE CURRENT EDITIONS OF THE F.D.O.T. SPECIFICATIONS FOR ROAD AND BRIDGE DESIGN, SECTION 522, AND SECTION 310 OF THE F.D.O.T. DESIGN STANDARDS LATEST REVISION.

70. WHENEVER A PERMANENT ROADWAY SURFACE IS NOT PLACED IMMEDIATELY AFTER BACKFILLING AND COMPACTION OF THE NEWLY INSTALLED PIPE LINE IN AREAS WHERE TRAFFIC MUST PASS, THE CONTRACTOR SHALL INSTALL A TEMPORARY SURFACE CONSISTING OF NINE INCHES OF COMPACTED LIME ROCK BASE AND A COAT OF ASPHALT EMULSION. PERMANENT ROADWAY REPAIR SHALL BE PERFORMED A MAXIMUM OF TWENTY-ONE CALENDAR DAYS AFTER THE INITIAL OPEN CUTTING.

71. RESTORATION OF CURBS, DRIVEWAYS, SIDEWALKS, AND PLACEMENT OF SOD SHALL BE COMPLETED WITHIN FORTY-FIVE CALENDAR DAYS OF INITIAL DISTURBANCE, OR TWENTY-ONE CALENDAR DAYS OF SUBSTANTIAL COMPLETION, WHICHEVER OCCURS FIRST.

CONSTRUCTION

72. THE EXHAUST SYSTEM OF ALL GASOLINE AND DIESEL ENGINES SHALL BE EQUIPPED WITH MUFFLERS THAT MEET THE EQUIPMENT MANUFACTURER'S REQUIREMENTS FOR NOISE SUPPRESSION. THE CONTRACTOR SHALL INSTALL NOISE ABATEMENT BAFFELS POSITIONED TO BREAK LINE-OF-SITE FROM THE NOISE SOURCE TO AFFECTED RESIDENCES, AS APPROVED BY THE ENGINEER.

73. NO MATERIAL SHALL BE STOCKPILED IN ROADWAYS. ALL DIRT AND DEBRIS SHALL BE REMOVED FROM THE JOB SITE DAILY. ROADS SHALL BE SWEEP DAILY AS PART OF DAILY CLEAN UP.

74. THE CONTRACTOR IS TO CONTROL ALL FUGITIVE DUST ORIGINATING ON THIS PROJECT BY WATERING OR OTHER METHODS AS REQUIRED.

75. INGRESS AND EGRESS TO ALL THE PROPERTIES IN THE CONSTRUCTION AREA SHALL BE MAINTAINED AT ALL TIMES.

76. PRIOR APPROVAL WILL BE REQUIRED FOR REMOVAL OF ANY TREE WITHIN THE CONSTRUCTION AREA, UNLESS OTHERWISE NOTED ON THE PLANS.

77. THE CONTRACTOR SHALL PROVIDE ALL DEWATERING EQUIPMENT NECESSARY TO KEEP ALL EXCAVATIONS DRY. DEWATERING IS REQUIRED TO 18" BELOW TRENCH BOTTOM. THE CONTRACTOR SHALL SUBMIT DEWATERING PLAN TO DISTICT FOR APPROVAL PRIOR TO CONSTRUCTION.

78. ALL PIPING AND FITTINGS USED ON THIS PROJECT SHALL BE AS NOTED ON THE PLANS AND IN THE CONTRACT DOCUMENT AND SHALL BE INSTALLED TO THE LINES AND GRADES SHOWN ON THE PLANS AND PROFILES.

79. ALL PIPE LENGTHS ARE PLUS OR MINUS AND MAY BE ADJUSTED IN THE FIELD AS REQUIRED. PIPE MEASUREMENTS AND STATION OFFSETS ARE TO CENTER OF STRUCTURES OR FITTINGS. REFER TO DETAIL SHEET FOR ALL REFERENCE POINTS.

80. ALL ROCKS OR STONES LARGER THAN SIX INCH DIAMETER SHALL BE REMOVED FROM THE BACKFILL MATERIAL. BACKFILL MATERIAL PLACED WITHIN ONE FOOT OF PIPING AND APPURTENANCES SHALL NOT CONTAIN ANY STONES LARGER THAN TWO INCH DIAMETER.

81. ALL PENETRATION OF EXISTING STRUCTURES SHALL BE BY THE MECHANICAL ROTARY CORE BORING METHOD.

82. ALL CONCRETE AND REBAR PENETRATED OR DISTURBED SHALL BE COATED WITH TWO COATS OF EPOXY.

83. CONTRACTOR IS RESPONSIBLE FOR ALL UNSUITABLE MATERIAL REMOVAL WITHIN PROJECT LIMITS. EXCAVATION, EMBANKMENT, INCLUDING UTILIZATION, AND UNSUITABLE MATERIAL REMOVAL SHALL BE IN ACCORDANCE WITH FDOT DESIGN STANDARDS, LATEST VERSION.

84. WHERE EXCAVATION IS REQUIRED FOR CONSTRUCTION OF SIDEWALK, ALL STUMPS, ROOTS, ETC. SHALL BE REMOVED COMPLETELY FROM THE SIDEWALK AREA. ALL STUMPS WITHIN THE PROJECT LIMITS SHALL BE REMOVED COMPLETELY AND REPLACED WITH COMPACTED BACKFILL BEFORE THE AREA IS FILLED. TREE ROOTS IN AREA OF PROPOSED SIDEWALK, RAMP, OR DRIVEWAY REPLACEMENT SHALL BE GROUND OUT TO A DEPTH OF 6" BELOW BOTTOM OF NEW SIDEWALK OR DRIVEWAY. ALL PRUNED ROOT DEBRIS SHALL BE REMOVED FROM THE SUB-BASE MATERIAL PRIOR TO POURING CONCRETE, ASPHALT, OR APPLICATION OF OTHER SPECIFIED MATERIALS. THIS WORK SHALL BE INCLUDED IN AND PAID FOR UNDER THE PAY ITEM FOR CLEARING AND GRUBBING.

85. ALL STUMPS, ROOTS, AND OTHER DEBRIS PROJECTING THROUGH OR APPEARING ON THE SURFACE OF THE GROUND SHALL BE REMOVED TO A DEPTH OF 1-FOOT BELOW THE COMPLETED SURFACE. THIS WORK SHALL BE INCLUDED IN AND PAID FOR UNDER THE PAY ITEM FOR CLEARING AND GRUBBING.

86. ALL MATERIALS NOT CLAIMED BY THE COUNTY SHALL BECOME PROPERTY OF THE CONTRACTOR, AND SHALL BE DISPOSED OF BY THE CONTRACTOR IN AREAS PROVIDED BY THE CONTRACTOR. THIS WORK SHALL BE INCLUDED IN AND PAID UNDER THE PAY ITEM CLEARING AND GRUBBING.

87. THE CONTRACTOR SHALL PROVIDE ALL SHEETING, SHORING, AND BRACING REQUIRED TO PROTECT ADJACENT STRUCTURES OR TO MINIMIZE TRENCH WIDTH. WHERE A SEPARATE PAY ITEM IS NOT PROVIDED, THE COST OF ALL SHEETING, SHORING, AND BRACING REQUIRED SHALL BE INCLUDED IN THE CONTRACT PRICE FOR THE ITEM OF WORK FOR WHICH SHEETING, SHORING, AND BRACING IS REQUIRED.

88. THE CONTRACTOR SHALL DISTURB NO MORE GROUND THAN WHAT IS NECESSARY FOR CONSTRUCTION. NO OPEN EXCAVATED TRENCH, OR OTHER UNSAFE CONDITION WILL BE LEFT OVERNIGHT. ALL WORK SITES WILL BE COMPLETELY RESTORED WITHIN SEVEN (7) CALENDAR DAYS OF THE CONCRETE POUR FOR SIDEWALK.THE INTENT OF THIS PROVISION IS TO "SAFE-UP" THE PROJECT SITE AS WORK PROGRESSES, AND SHALL INCLUDE REMOVING FORMS, FILLING HOLES, GRADING, AND REMOVAL OF DEBRIS.

89. ALL EXISTING SIGNS WITHIN THE PROJECT LIMITS SHALL REMAIN UNLESS OTHERWISE NOTED IN THE PLANS, OR AS DIRECTED BY THE ENGINEER.

90. ANY EXISTING SIGN TO REMAIN THAT IS DISTURBED OR RELOCATED DURING CONSTRUCTION SHALL BE RESET TO CURRENT STANDARDS FOR HEIGHT, OFFSET, AND METHOD OF INSTALLATION AT NO ADDITIONAL COST TO THE COUNTY.

91. ALL EXISTING SWALES NOT DESIGNATED FOR RECONSTRUCTION SHALL BE REGRADED TO PROMOTE POSITIVE DRAINAGE AND MATCH PROPOSED CENTERLINE SWALE ELEVATION AND ALIGNMENT.

92. ALL STORM DRAINS AND STRUCTURES TO REMAIN SHALL BE CLEANED OF DEBRIS, DIRT, VEGETATION AND OTHER MATERIAL. STORM SEWER INLETS SHALL BE MODIFIED (RAISED/LOWERED) TO MATCH PROPOSED FINISHED GRADE.

93. ALL EXISTING FENCES DISTURBED DURING CONSTRUCTION SHALL BE REPAIRED OR REPLACED AND REINSTALLED BY THE CONTRACTOR AT NO ADDITIONAL COST. (EXISTING FENCES WITHIN R/W TAKING LIMITS SHALL BE RECONSTRUCTED TO THE NEW R/W LINE AND ARE TO BE REIMBURSED UNDER THE MISCELLANEOUS BID ITEM).

94. ALL EXISTING TREES LOCATED WITHIN R/W LIMITS SHALL REMAIN UNLESS OTHERWISE NOTED.

95. ALL EXISTING STORM DRAINAGE STRUCTURES SHALL BE REMOVED UNLESS OTHERWISE NOTED.

96. ALL EXISTING BUILDINGS SHALL REMAIN UNLESS OTHERWISE NOTED.

97. REMOVE AND REPLACE BASE AND SUB-BASE ACCORDING TO FDOT STANDARDS

FDOT GENERAL NOTES:

ALL WORK PERFORMED IN THE DEPARTMENT'S RIGHT OF WAY SHALL BE DONE IN ACCORDANCE WITH THE MOST CURRENT EDITIONS OF:

- A. F.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
- B. F.D.O.T. DESIGN STANDARDS FOR DESIGN, CONSTRUCTION, MAINTENANCE AND UTILITY OPERATIONS ON THE STATE HIGHWAY SYSTEM.
- C. F.D.O.T. ROADWAY PLANS PREPARATION MANUAL VOLUME I, CHAPTER 2 AND/OR 25.
- D. F.D.O.T. FLEXIBLE PAVEMENT DESIGN MANUAL FOR NEW CONSTRUCTION AND PAVEMENT REHABILITATION.

- 1. ALL AREAS IN THE FDOT RIGHT OF WAY DISTURBED DURING CONSTRUCTION SHALL BE RESTORED, COMPACTED, SODDED AND WATERED IN CONFORMANCE WITH THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, SECTION 575 AND 981 AND DESIGN STANDARDS INDEX 105.
- 2. DAYTIME WORK ONLY. THE F.D.O.T. ENGINEER MUST APPROVE NIGHT WORK AND LANE CLOSURES AT LEAST 48 HOURS IN ADVANCE. THE APPLICANT MUST NOTIFY THE FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL MAINTENANCE OFFICE 48 HOURS IN ADVANCE OF STARTING ANY PROPOSED WORK.
- 3. ALL TRAFFIC STRIPES AND PAVEMENT MARKINGS ARE TO BE LEAD-FREE, NON-SOLVENT BASED THERMOPLASTIC. THE PERMITTEE SHALL FURNISH THE DEPARTMENT WITH THE MANUFACTURER'S CERTIFICATION THAT THE THERMOPLASTIC IS "LEAD FREE". REMOVAL OF EXISTING STRIPING SHALL BE DONE BY MILLING AND RESURFACING OF THE FRICTION/SURFACE COURSE TO OBLITERATE OBSOLETE PAVEMENT MARKINGS.
- 4. ALL PROPOSED TRAFFIC SIGNS AND PAVEMENT MARKINGS SHALL BE IN CONFORMANCE WITH AND CONSTRUCTED TO THE FDOT DESIGN STANDARDS INDEX SERIES 11000 AND 17000 SERIES. THE PROPERTY OWNER MUST MAINTAIN THE TRAFFIC SIGNS AND MARKINGS FOR THE DRIVEWAY.
- 5. FOR WORK WITHIN THE FDOT RIGHT-OF-WAY, THE CONTRACTOR SHALL PROVIDE A TEMPORARY TRAFFIC CONTROL PLAN PREPARED UNDER THE DIRECTION OF, AND SIGNED AND SEALED BY A LICENSED FLORIDA PROFESSIONAL ENGINEER WHO IS EXPERIENCED IN PREPARING TRAFFIC CONROL PLANS AND WHO IS CERTIFIED PER FDOT PROCEDURE TOPIC NO. 625-010-010. THE FDOT REQUIRES DOCUMENTATION FOR SUCCESSFUL COMPLETION OF AN APPROVED WORK ZONE TRAFFIC CONTROL TRAINING COURSE FOR THE AGENCY, UTILITY OR CONTRACTOR EMPLOYEE(S) INSTALLING AND/OR MAINTAINING THE APPROVED MAINTENANCE OF TRAFFIC PLAN. DOCUMENTATION IS TO BE FURNISHED TO THE DEPARTMENT AT THE PRE-CONSTRUCTION MEETING OR BEFORE OCCUPYING STATE RIGHT-OF-WAY.
- 6. MAINTENANCE OF TRAFFIC PLAN FOR WORK ZONES SHALL BE IN CONFORMANCE WITH SPECIFIC INDICES OF THE CURRENT FDOT DESIGN STANDARDS INDEX 600 SERIES INCLUDED WITH THESE PLANS.
- 7. ALL TEMPORARY TRAFFIC CONTROL DEVICES FOR US41 SHALL BE DESIGNED AND INSTALLED TO MEET THE EXISTING POSTED SPEED OF 50 MPH.
- 8. SIDEWALK SHALL BE CONSTRUCTED PER FDOT INDEX 304 AND 310.
- 9. MAINTENANCE OF TRAFFIC PLAN MUST INCLUDE FDOT DESIGN STANDARDS INDEX 660 PEDESTRIAN CONTROL FOR CLOSURE OF SIDEWALKS.

CONTACTS

MANATEE COUNTY
PUBLIC WORKS DEPT.
INFRASTRUCTURE ENGINEERING
SCOTT MAY, P.E.
1022 26TH AVENUE EAST
BRADENTON, FL. 34208
(941) 708-7450 EXT. 7650
FAX: (941) 708-7431

TECO/PEOPLES GAS CO.
DAN SHANAHAN
8261 VICO COURT
SARASOTA, FL. 34240
(941) 342-4030
FAX: (941) 342-4011
EMERGENCY: 1-877-832-6911
djshonahan@tecoenergy.com

SUNSHINE STATE ONE CALL OF
FLORIDA
1-(800) 432-4770

VERIZON FLORIDA INC.
DAVID WYNNIS
7701 E. TELECOM PKWY
TEMPLE TERRACE, FL 33637
(813) 978-2164
denise.hutton@verizon.com

FLORIDA POWER & LIGHT
DISTRIBUTION
TRACY STERN
2900 CATHERINE ST
PALATKA, FL 32177
1-800-868-9554
(941) 723-4430
FAX: (941) 723-4444
EMERGENCY: 1-800-4-OUTAGE
tracy.stern@flp.com

FLORIDA POWER & LIGHT
TRANSMISSION
PETER H. WASHIO
700 UNIVERSE BLVD. TS4/JW
JUNO BEACH, FL. 33408
Peter.H.Washio@ fpl.com

MANATEE COUNTY HEALTH DEPT.
HANS C. ROESE
410 6th AVENUE EAST
BRADENTON, FL. 34208
(941) 748-0747 EXT. 1342
FAX: (941) 750-9364
hans_roese@doh.state.fl.us

SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT
SARASOTA SERVICE OFFICE
6750 FRUITVILLE ROAD
SARASOTA, FL. 34240
(941) 377-3722
FAX: (941) 373-7660

FLORIDA GAS TRANSMISSION
SAFETY HARBOR TEAM
7804 ANDERSON RD.
TAMPA, FL. 33634
CHRIS LEE
(813) 466-3327
CELL : (727) 639-7512
christopher.lee@sug.com

BRIGHT HOUSE NETWORKS
TOM WRIGHT
5413 E. STATE ROAD 64
BRADENTON, FL. 34208-5535
(941) 748-3816 EXT. 21348
tom.wright@mybrighthouse.com

DEPARTMENT OF ENVIRONMENTAL
PROTECTION
STEPHANIE BARIOS
13051 N. TELECOM PKWY
TEMPLE TERRACE, FL 33637
PHONE: (813) 632-7600, EXT. 408
FAX: (813) 632-7662

PEACE RIVER ELECTRIC
COOPERATIVE, INC.
P.O. BOX 1310
WACHULA, FL 33873
KENDELL COKER
(863) 767-4660
kendell.coker@preco.coop
CLAY STANPHILL
(863) 781-0863

MANATEE COUNTY
PUBLIC WORK DEPT.
TRAFFIC DESIGN DIVISION
PAUL J. VILLALUZ, P.E., PTOE
(941) 749-3500 EXT. 7859
FAX: (941) 749-3571

CITY OF PALMETTO
PUBLIC WORKS
600 17TH ST W
PALMETTO, FL 34221
JAVIER VARGAS
(941) 723-4580 EXT. 2102
jvargas@palmettofl.org

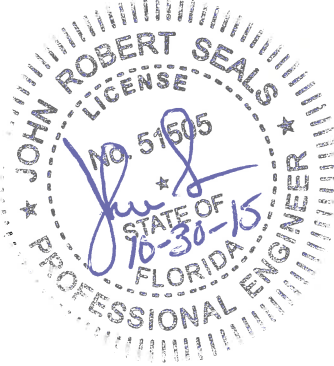
MANATEE COUNTY, FLORIDA
PUBLIC WORKS DEPARTMENT
ENGINEERING SERVICES



1022 26th Avenue East
Bradenton, FL 34208

21ST STREET EAST SIDEWALK
FROM US 41 TO 12TH AVE. E.
MANATEE COUNTY, FL
GENERAL NOTES & LEGEND (2)

DATE		BY		REVISION DESCRIPTION		NO.	
PROJECT #				6012609			
SURVEY #				000			
SEC./TWN./RGE				-----			
SCALE				1"=20'			
		BY		DATE			
SURVEYED		J.D.GREER		04/29/15			
DESIGNED		CKH		8/31/2015			
DRAWN		CKH		8/31/2015			
CHECKED		JRS		8/31/2015			
JOHN SEALS, P.E.							
FLORIDA P.E. # 51505							
Signature & Date							
SHEET 2A							



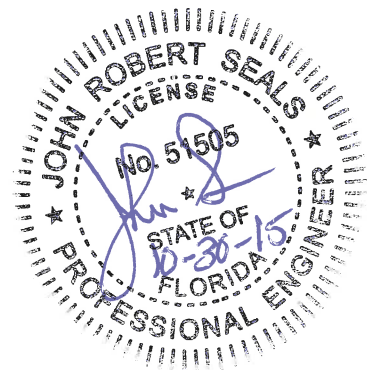
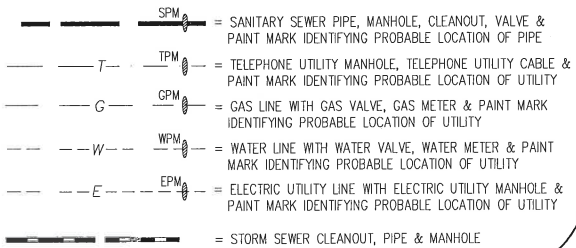
**T STREET EAST SIDEWALK
FROM US 41 TO 12TH AVE. E.
MANATEE COUNTY, FL
TABULATION OF QUANTITIES**

NOTE:

TREE LEGEND

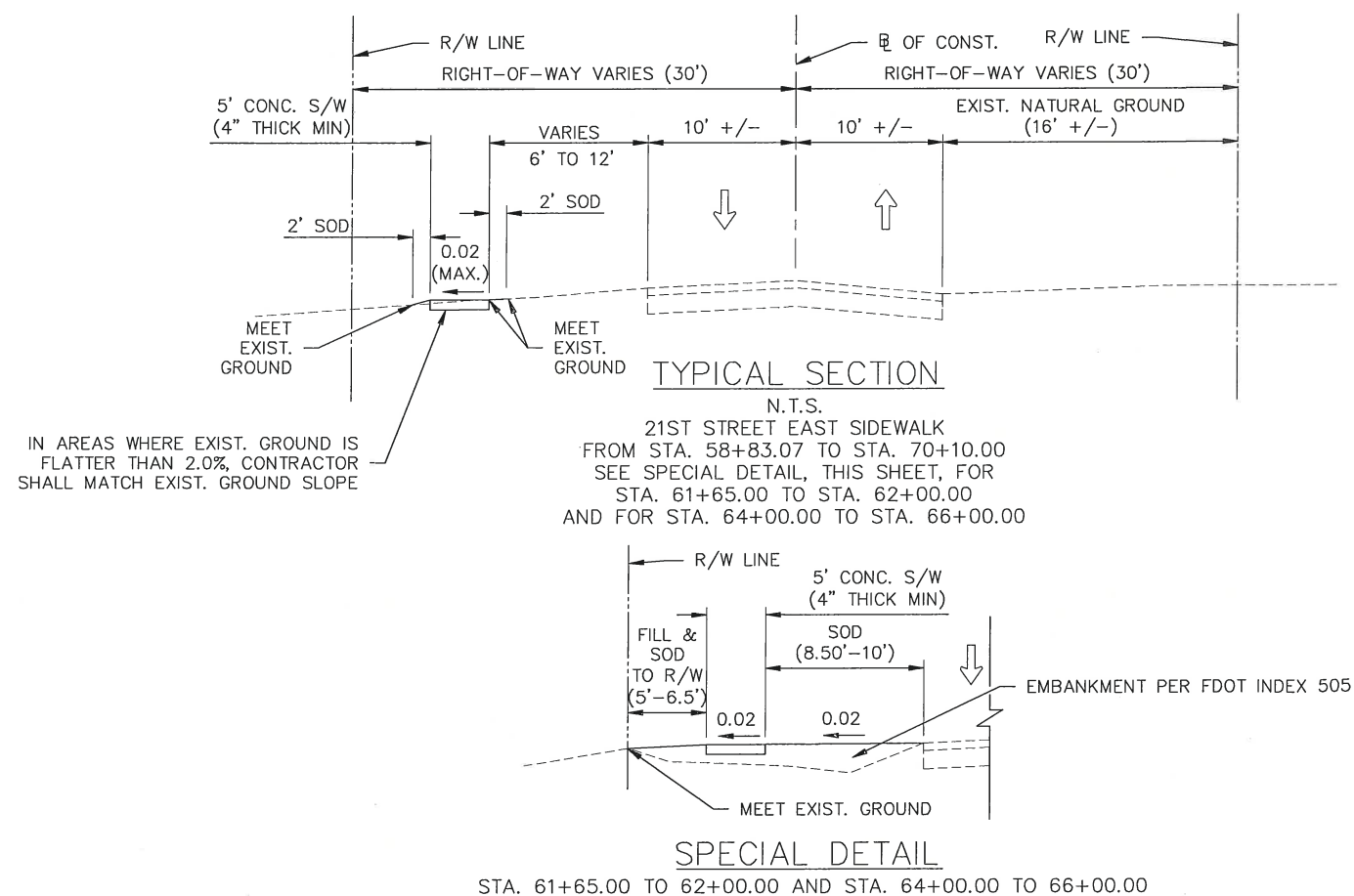
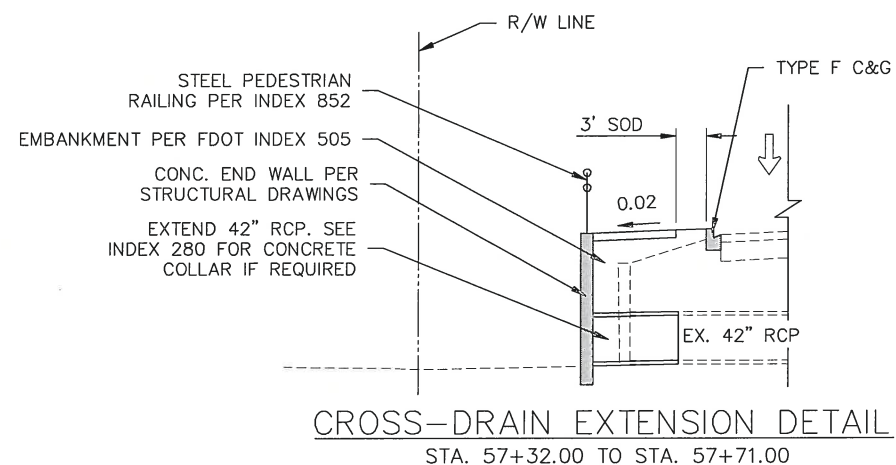
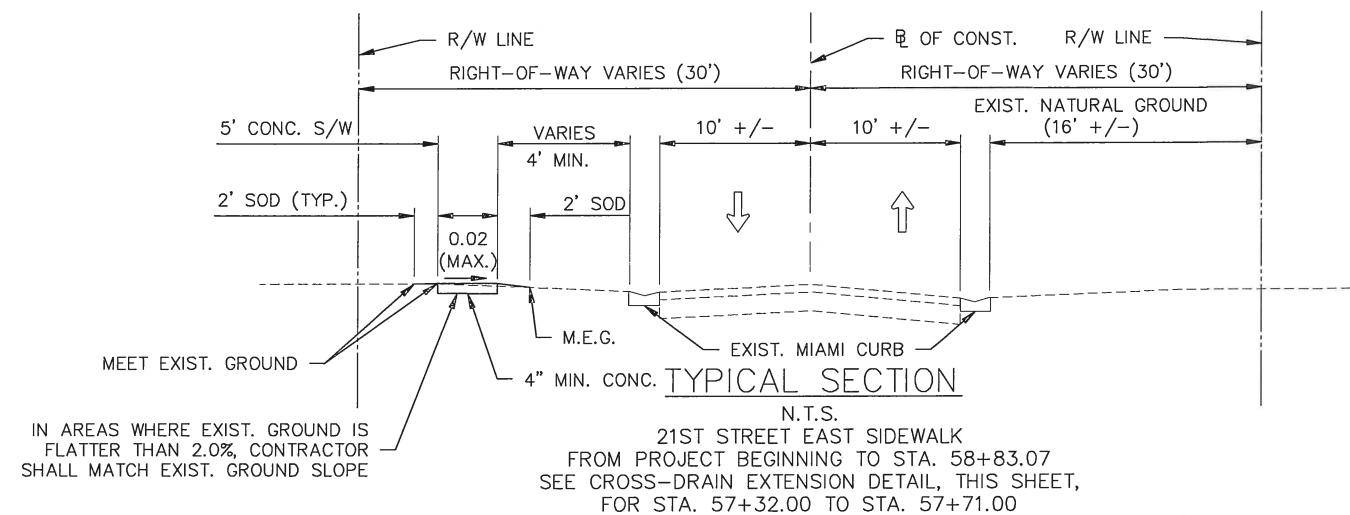
- 12" = TREE HAVING A TRUNK
12" IN DIAMETER

A/C = AIR CONDITIONER
(C) = BEARING/DISTANCE PER CALCULATION
CL = CENTERLINE
CLF = CHAIN LINK FENCE
CMP = CORRUGATED METAL PIPE
(D) = BEARING/DISTANCE PER DEED DESCRIPTION
DP = DUCTILE IRON PIPE
D/W = DRIVEWAY
EL = ELEVATION
(F) = BEARING/DISTANCE PER FIELD MEASUREMENT
FCM = FOUND CONCRETE MONUMENT (SIZE AND IDENTIFICATION AS SHOWN)
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
FDT = FOUND IRON PIPE (SIZE AND IDENTIFICATION AS SHOWN)
FIR = FOUND IRON ROD (SIZE AND IDENTIFICATION AS SHOWN)
FND = FOUND NAIL & DISK (TYPE AND IDENTIFICATION AS SHOWN)
ID = IDENTIFICATION
IE = INVERT ELEVATION
LB# = LICENSED BUSINESS NUMBER
NGS = NATIONAL GEODETIC SURVEY; SURVEY MARK (IDENTIFICATION AS SHOWN)
OA = OVERALL
ORB = OFFICIAL RECORD BOOK
(P) = BEARING/DISTANCE PER RECORDED PLAT
PG = PAGE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PSM = PROFESSIONAL SURVEYOR AND MAPPER
PVC = POLY VINYL CHLORIDE
PVCF = POLY VINYL CHLORIDE FENCE ASPH = ASPHALT
R/W = RIGHT-OF-WAY CONC = CONCRETE
RCP = REINFORCED CONCRETE PIPE
RLS = REGISTERED LAND SURVEYOR
SCM = SET 4"x4" CONCRETE MONUMENT "PRM LB#2610"
SIR = SET 1/2" IRON ROD & CAP LB#2610
S20 T31S R20E = SECTION TOWNSHIP RANGE
SND = SET NAIL & DISK LB#2610
SRD = STATE ROAD DEPARTMENT
SWFWMD = SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
TBM = TEMPORARY BENCHMARK
TYP = TYPICAL
WD = WOOD
WDF = WOOD FENCE
X-CUT = FOUND OR SET X-CUT (AS SHOWN)



JOHN SEALS, P.E.
FLORIDA P.E. # 51505

Signature & Date



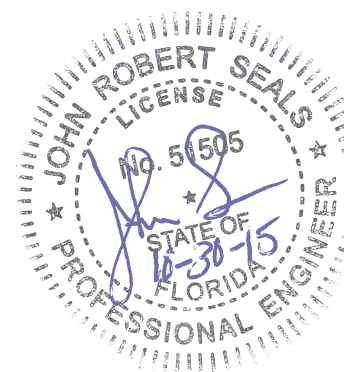
POSTED SPEEDS:

21ST ST. E.	30 MPH
US 41	50 MPH
12TH ST. E.	25 MPH

NOTES:

SIDEWALKS SHALL BE CONSTRUCTED IN ACCORDANCE TO THE FOLLOWING
MANATEE COUNTY HIGHWAY TRAFFIC AND STORMWATER STANDARDS SECTION 300:
[http://www.mymanatee.org/home/government/departments/public-works/
engineering-services/engineering-standards.html](http://www.mymanatee.org/home/government/departments/public-works/engineering-services/engineering-standards.html)

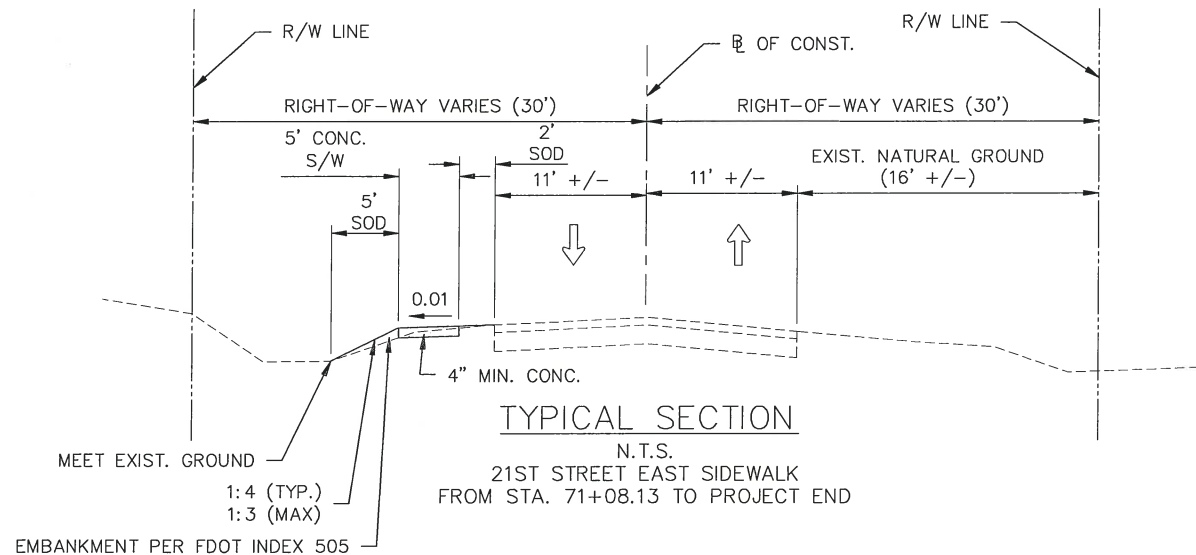
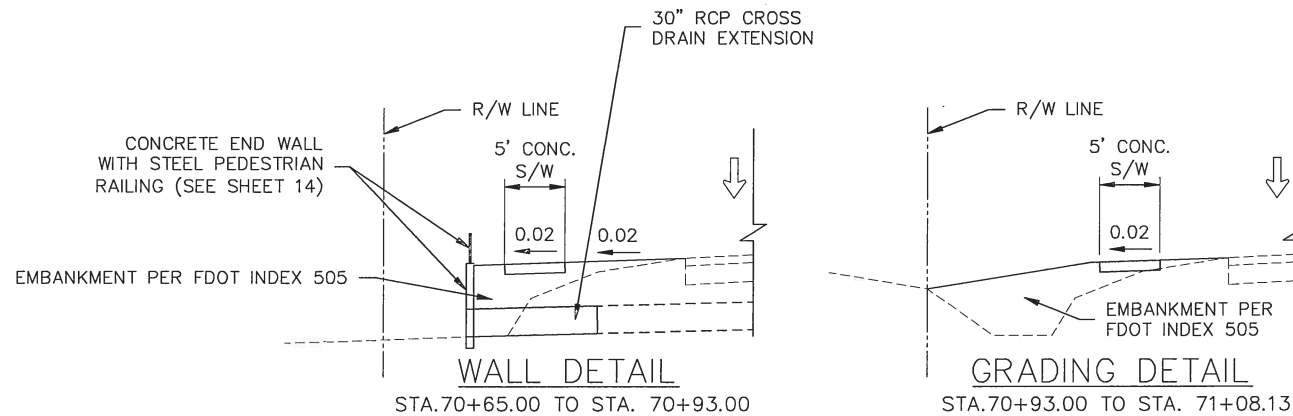
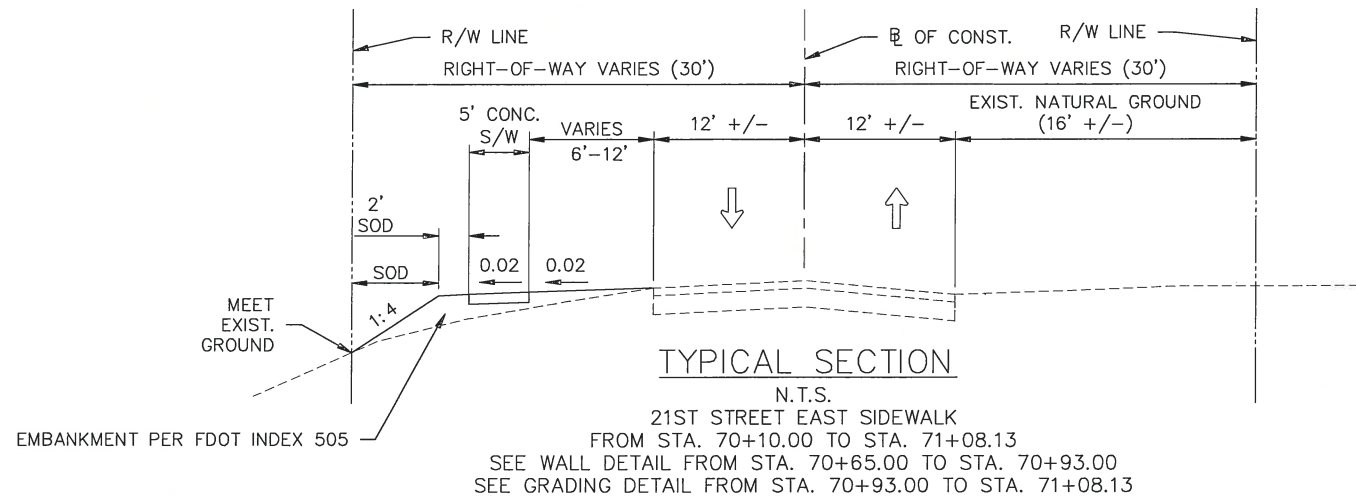
1. SIDEWALK SHALL BE CONSTRUCTED A MINIMUM OF 4" THICK, USING 3000 PSI CONCRETE. WHERE SIDEWALK BISECTS A DRIVEWAY, THE MINIMUM SHALL BE 6" OF CLASS I CONCRETE. *SEE SHEETS #101.2 AND 101.3
 2. ALL SIDEWALKS SHALL BE CONSTRUCTED TO THE SPECIFICATIONS OF THE MANATEE COUNTY LAND DEVELOPMENT CODE, SECTION 722. A MINIMUM (5) FOOT WIDE SIDEWALK SHALL BE INSTALLED ALONG THE NORTH AND WEST SIDES OF ALL NEW LOCAL STREETS WHICH ARE CONSTRUCTED IN CONJUNCTION WITH A NEW RESIDENTIAL DEVELOPMENT. A SIDEWALK A MINIMUM OF (5) FEET IN WIDTH SHALL BE INSTALLED ON BOTH SIDES OF ALL THOROUGHFARES. REFER TO FDOT ROADWAY AND TRAFFIC STANDARDS, LATEST REVISION FOR CURB CUT RAMP SPECIFICATIONS.
 3. THE CONCRETE SHALL BE GIVEN A BROOM FINISH. THE SURFACE VARIATIONS SHALL NOT BE MORE THAN 1/4" UNDER A TEN FOOT STRAIGHTEDGE, NOR MORE THAN 1/8" ON A FIVE-FOOT TRAVERSE SECTION. THE EDGE OF THE SIDEWALK SHALL BE CAREFULLY FINISHED WITH AN EDGING TOOL HAVING A RADIUS OF 1/2".
 4. EXPANSION JOINT: EXPANSION JOINTS BETWEEN THE SIDEWALKS AND THE CURB OR DRIVEWAY OR AT FIXED OBJECTS AND SIDEWALK INTERSECTIONS SHALL BE 1/2" MATERIAL SHALL MEET THE REQUIREMENTS OF AASHTO M153 OR AASHTO M213. FOR LONG POORS, AN EXPANSION JOINT SHALL BE PLACED AT INTERVALS NOT TO EXCEED 120'.
 5. CONTRACTION JOINTS:
OPEN TYPE JOINTS:
OPEN TYPE CONSTRUCTION JOINTS SHALL BE FORMED BY STAKING A METAL BULKHEAD IN PLACE AND DEPOSITING THE CONCRETE ON BOTH SIDES. AFTER THE CONCRETE HAS SET SUFFICIENTLY TO PRESERVE THE WIDTH AND THE SHAPE OF THE JOINT, THE BULKHEAD SHALL BE REMOVED. AFTER THE SIDEWALK HAS BEEN FINISHED OVER THE JOINT, THE SLOT SHALL BE FINISHED WITH A TOOL HAVING A 1/2" RADIUS.
SAWED JOINTS:
A SLOT APPROXIMATELY 3/16" WIDE AND NOT LESS THAN 1" DEEP AT 10' CENTERS SHALL BE CUT WITH A CONCRETE SAW AFTER THE CONCRETE HAS SET.
 6. SIDEWALKS ALONG OTHER STREETS SHALL BE CONSTRUCTED AND DEDICATED AS REQUIRED BY THE APPROVING AUTHORITY WHEN NECESSARY TO CONTINUE AN EXISTING OR PROPOSED SIDEWALK.
 7. HANDICAP RAMPS SHALL MEET FLORIDA ACCESSIBILITIES STANDARDS, AND SECTIONS 301.0, 301.1 AND 301.2.
 8. ALL SIDEWALKS ON R/W WITH 10' OF AN EXISTING OR PROPOSED TREE THAT WILL EXCEED 6" IN DIAMETER AT MATURITY SHALL BE 5" THICK AND CONTAIN 2-#3 REBAR CENTERED VERTICALLY AND SPACED 3' ON CENTER. PALMS ARE NOT CONSIDERED TREES.
- *NOTE: FOR COMPLETE SIDEWALK DETAILS, SEE FOOT DESIGN STANDARDS, 2013 EDITION, INDEX 304, SHEETS 1 THROUGH 6 AND INDEX 310, SHEETS 1 & 2.
9. CONCRETE DRIVEWAY REPLACEMENT SHALL BE 6" CLASS I CONCRETE, 3000 PSI MIN. W/ FIBER.



**21ST STREET EAST SIDEWALK
FROM US 41 TO 12TH AVE. E.
MANATEE COUNTY, FL
TYPICAL SECTION (1)**

NO.									
REVISION DESCRIPTION									
BY									
DATE									
PROJECT #						6012609			
SURVEY #						000			
SEC./TWN./RGE						-----			
SCALE						1"=20'			
				BY		DATE			
SURVEYED				J.D.GREER		04/29/15			
DESIGNED				CKH		8/31/2015			
DRAWN				CKH		8/31/2015			
CHECKED				JRS		8/31/2015			
JOHN SEALS, P.E.									
FLORIDA P.E. # 51505									
Signature & Date									
SHEET 4									

0:\PW-Civil\2015\000\001\Production\Drawings\TPS6001.dwg, TYPICAL SECTION (2), 10/30/2015 4:39 PM Chris R. Hudson, 1:1, ANSI D (22.00 x 34.00 inches)



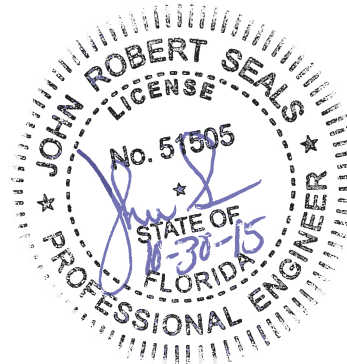
POSTED SPEEDS:

21ST ST. E.	30 MPH
US 41	50 MPH
12TH ST. E.	25 MPH

NOTES:

SIDEWALKS SHALL BE CONSTRUCTED IN ACCORDANCE TO THE FOLLOWING MANATEE COUNTY HIGHWAY TRAFFIC AND STORMWATER STANDARDS SECTION 300:
<http://www.mymanatee.org/home/government/departments/public-works/engineering-services/engineering-standards.html>

- SIDEWALK SHALL BE CONSTRUCTED A MINIMUM OF 4" THICK, USING 3000 PSI CONCRETE. WHERE SIDEWALK BISECTS A DRIVEWAY, THE MINIMUM SHALL BE 6" OF CLASS I CONCRETE. *SEE SHEETS #101.2 AND 101.3
 - ALL SIDEWALKS SHALL BE CONSTRUCTED TO THE SPECIFICATIONS OF THE MANATEE COUNTY LAND DEVELOPMENT CODE, SECTION 722. A MINIMUM (5) FOOT WIDE SIDEWALK SHALL BE INSTALLED ALONG THE NORTH AND WEST SIDES OF ALL NEW LOCAL STREETS WHICH ARE CONSTRUCTED IN CONJUNCTION WITH A NEW RESIDENTIAL DEVELOPMENT. A SIDEWALK A MINIMUM OF (5) FEET IN WIDTH SHALL BE INSTALLED ON BOTH SIDES OF ALL THOROUGHFARES. REFER TO FDOT ROADWAY AND TRAFFIC STANDARDS, LATEST REVISION FOR CURB CUT RAMP SPECIFICATIONS.
 - THE CONCRETE SHALL BE GIVEN A BROOM FINISH. THE SURFACE VARIATIONS SHALL NOT BE MORE THAN $\frac{1}{4}$ " UNDER A TEN FOOT STRAIGHTEDGE, NOR MORE THAN $\frac{1}{8}$ " ON A FIVE-FOOT TRAVERSE SECTION. THE EDGE OF THE SIDEWALK SHALL BE CAREFULLY FINISHED WITH AN EDGING TOOL HAVING A RADIUS OF $\frac{1}{2}$ ".
 - EXPANSION JOINT: EXPANSION JOINTS BETWEEN THE SIDEWALKS AND THE CURB OR DRIVEWAY OR AT FIXED OBJECTS AND SIDEWALK INTERSECTIONS SHALL BE $\frac{1}{2}$ " MATERIAL SHALL MEET THE REQUIREMENTS OF AASHTO M153 OR AASHTO M213. FOR LONG POORS, AN EXPANSION JOINT SHALL BE PLACED AT INTERVALS NOT TO EXCEED 120'.
 - CONTRACTION JOINTS:
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OPEN TYPE CONSTRUCTION JOINTS SHALL BE FORMED BY STAKING A METAL BULKHEAD IN PLACE AND DEPOSITING THE CONCRETE ON BOTH SIDES. AFTER THE CONCRETE HAS SET SUFFICIENTLY TO PRESERVE THE WIDTH AND THE SHAPE OF THE JOINT, THE BULKHEAD SHALL BE REMOVED. AFTER THE SIDEWALK HAS BEEN FINISHED OVER THE JOINT, THE SLOT SHALL BE FINISHED WITH A TOOL HAVING A $\frac{1}{2}$ " RADIUS.
SAWED JOINTS:
A SLOT APPROXIMATELY $\frac{3}{16}$ " WIDE AND NOT LESS THAN 1" DEEP AT 10' CENTERS SHALL BE CUT WITH A CONCRETE SAW AFTER THE CONCRETE HAS SET.
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 - HANDICAP RAMPS SHALL MEET FLORIDA ACCESSIBILITIES STANDARDS, AND SECTIONS 301.0, 301.1 AND 301.2.
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- *NOTE: FOR COMPLETE SIDEWALK DETAILS, SEE FDOT DESIGN STANDARDS, 2013 EDITION, INDEX 304, SHEETS 1 THROUGH 6 AND INDEX 310, SHEETS 1 & 2.
- CONCRETE DRIVEWAY REPLACEMENT SHALL BE 6" CLASS I CONCRETE, 3000 PSI MIN. W/ FIBER.



21ST STREET EAST SIDEWALK FROM US 41 TO 12TH AVE. E. MANATEE COUNTY, FL TYPICAL SECTION (2)

NO.	REVISION DESCRIPTION	BY	DATE

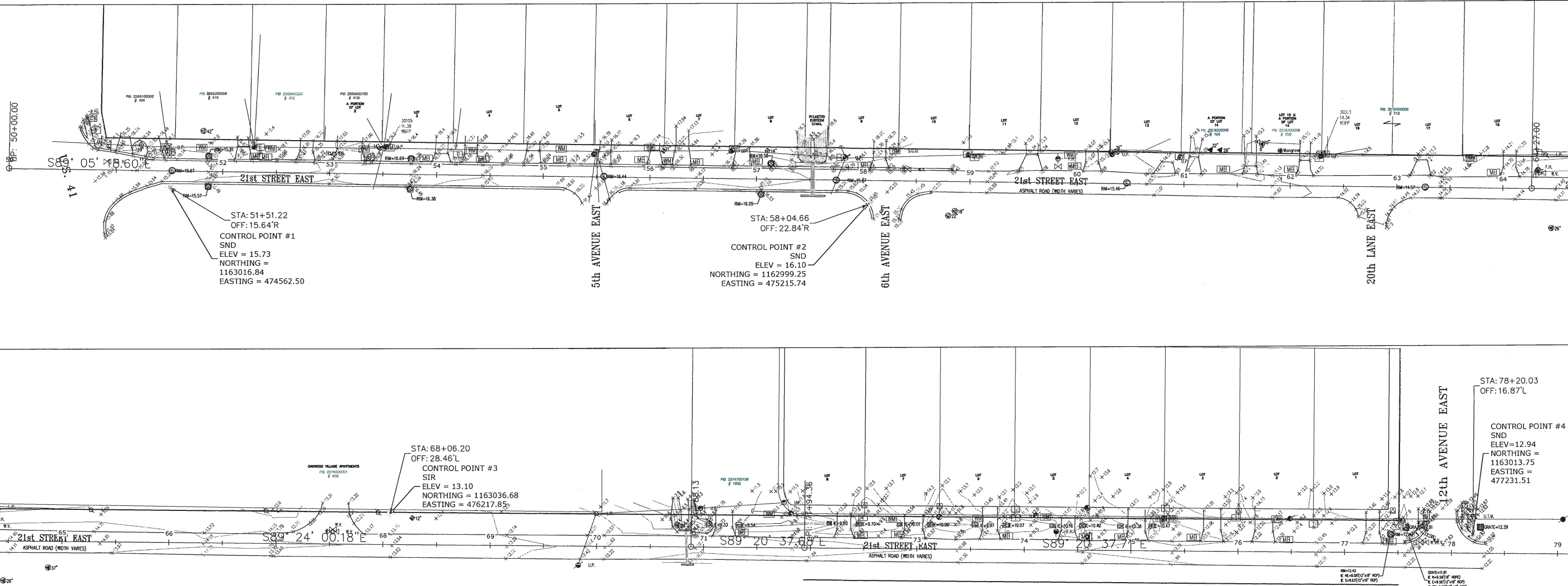
PROJECT #	6012609	
SURVEY #	000	
SEC./TWN./RGE	-----	
SCALE	1"=20'	
	BY	DATE
SURVEYED	J.D.GREER	04/29/15
DESIGNED	CKH	8/31/2015
DRAWN	CKH	8/31/2015
CHECKED	JRS	8/31/2015

JOHN SEALS, P.E.
FLORIDA P.E. # 51505

Signature & Date

SHEET 5

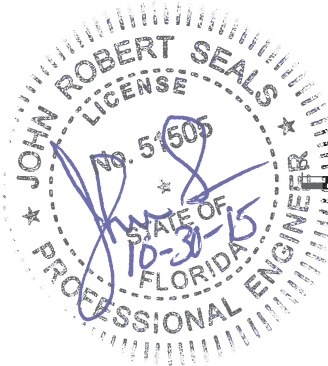
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SURVEYOR'S REPORT

1. TYPE OF SURVEY: TOPOGRAPHIC SURVEY. ANY USE OF THIS SURVEY FOR PURPOSES OTHER THAN WHICH IT WAS INTENDED, WITHOUT WRITTEN VERIFICATION, WILL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO THE SURVEYOR. NOTHING HEREIN SHALL BE CONSTRUED TO GIVE ANY RIGHTS OR BENEFITS TO ANYONE OTHER THAN THOSE CERTIFIED TO.
2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE.
3. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED OTHER THAN THOSE SHOWN HEREON. EASEMENTS OR RESTRICTIONS OF RECORD OTHER THAN THOSE SHOWN HEREON MAY EXIST.
4. NO EXCAVATION WAS PERFORMED TO VERIFY THE LOCATION OR EXISTENCE OF ANY UNDERGROUND IMPROVEMENTS, STRUCTURES, OR FOUNDATIONS. UNDERGROUND UTILITIES SHOWN HEREON ARE SHOWN PER ABOVE GROUND EVIDENCE AND/OR RECORD DRAWINGS OR MUNICIPAL ATLAS INFORMATION AND THE LOCATION OF ALL UNDERGROUND UTILITY LINES ARE APPROXIMATE ONLY. THIS DOCUMENT SHOULD NOT BE RELIED UPON FOR EXCAVATION OR CRITICAL DESIGN FUNCTIONS WITHOUT FIELD VERIFICATION OF UNDERGROUND UTILITY LOCATIONS. UTILITIES OTHER THAN THOSE SHOWN HEREON MAY EXIST.
5. THIS SURVEY IS NOT INTENDED TO SHOW THE LOCATION OR EXISTENCE OF ANY JURISDICTIONAL, HAZARDOUS OR ENVIRONMENTALLY SENSITIVE AREAS.
6. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
8. COORDINATE GRID IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FL83-WF, NAD 83 (2007 ADJUSTMENT) AND ARE DERIVED BY MULTIPLE REAL-TIME KINEMATIC GPS OBSERVATIONS.
9. SEE DRAWING FOR ON SITE TEMPORARY BENCHMARKS (T.B.M.).
10. ELEVATIONS SHOWN HEREON ARE IN FEET AND ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). CONTROL MONUMENTS UTILIZED ARE DESIGNATED AS "SANTA ROSA" (PID = D04869), HAVING A PUBLISHED ELEVATION OF 15.52 FEET ADJUSTED, AS PUBLISHED BY THE NATIONAL GEODETIC SURVEY.
11. BEARINGS AND STATE PLANE COORDINATES SHOWN HEREON (FLORIDA WEST ZONE) WERE DERIVED BY GLOBAL POSITIONING SYSTEM (GPS) OBSERVATIONS UTILIZING A VIRTUAL REFERENCE STATION REAL TIME NETWORK (RTN) SOLUTION, AND THE PRODUCT OF MULTIPLE OBSERVATION SESSIONS CONSISTING OF AT LEAST 60 EPOCHS EACH, AND INCLUDED NATIONAL GEODETIC SURVEY (NGS) CONTROL STATION "SANTA ROSA" NORTH AMERICAN DATUM OF 1983(NAD 83).
12. RIGHT-OF-WAY, PROPERTY AND EASEMENT INFORMATION SHOWN HEREON IS ACCORDING TO THAT CERTAIN ELECTRONIC DRAWING OF THE RIGHT-OF-WAY MAP FOR 21st STREET PREPARED BY ZNS ENGINEERING, FILE NAME "21st ST E_N RW.DWG".
13. COORDINATES AND DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.
14. LAST DATE OF FIELD SURVEY: 4/29/2015

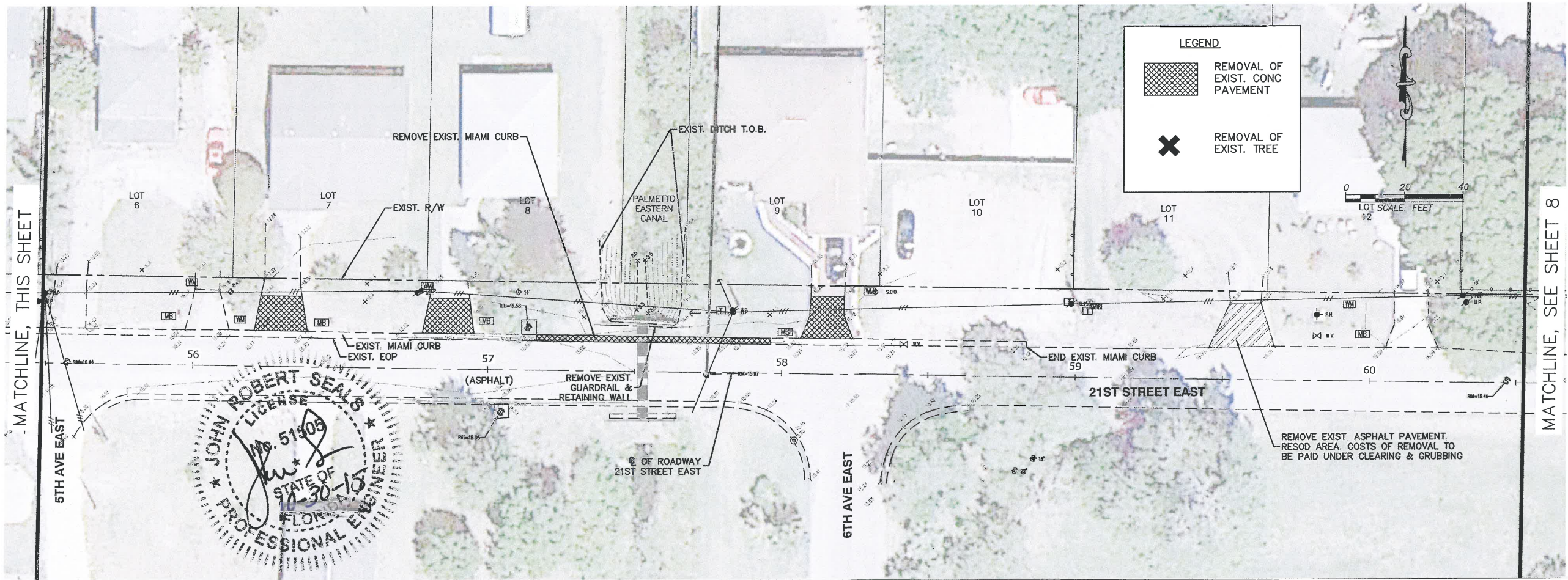
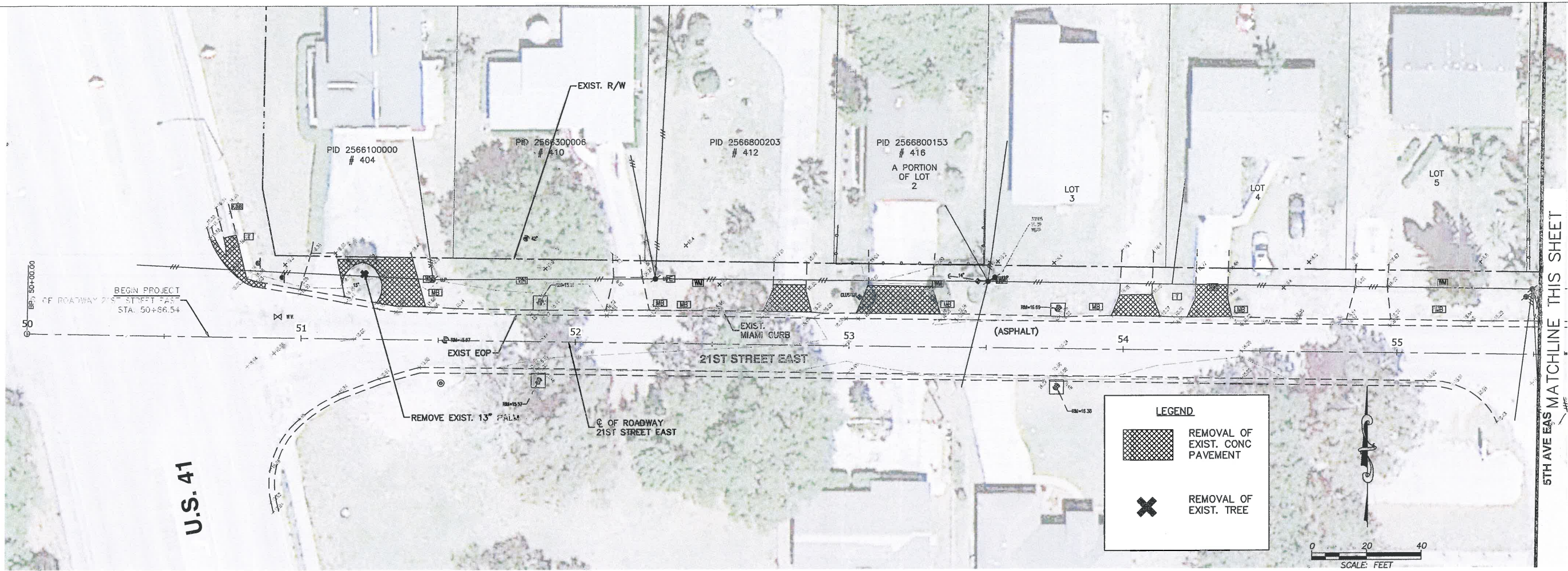
KING ENGINEERING ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION No. LB 2610



**21ST STREET EAST SIDEWALK
FROM US 41 TO 12TH AVE. E.
MANATEE COUNTY, FL
HORIZONTAL & VERTICAL CONTROL**

REVISION DESCRIPTION		DATE	BY
NO.			
PROJECT #		6012609	
SURVEY #		000	
SEC./TWN./RGE		-----	
SCALE		1"=20'	
	BY	DATE	
SURVEYED	J.D.GREER	04/29/15	
DESIGNED	CKH	8/31/2015	
DRAWN	CKH	8/31/2015	
CHECKED	JRS	8/31/2015	
JOHN SEALS, P.E.			
FLORIDA P.E. # 51505			
Signature & Date			
SHEET 6			

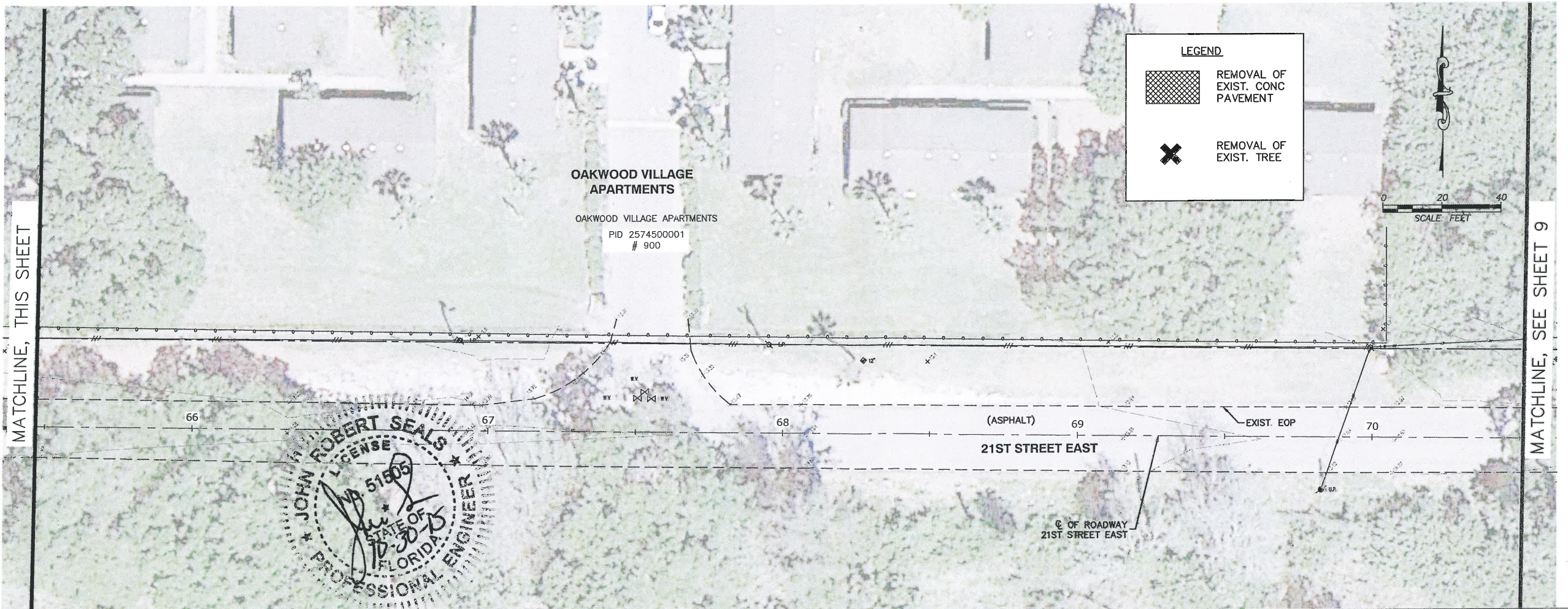
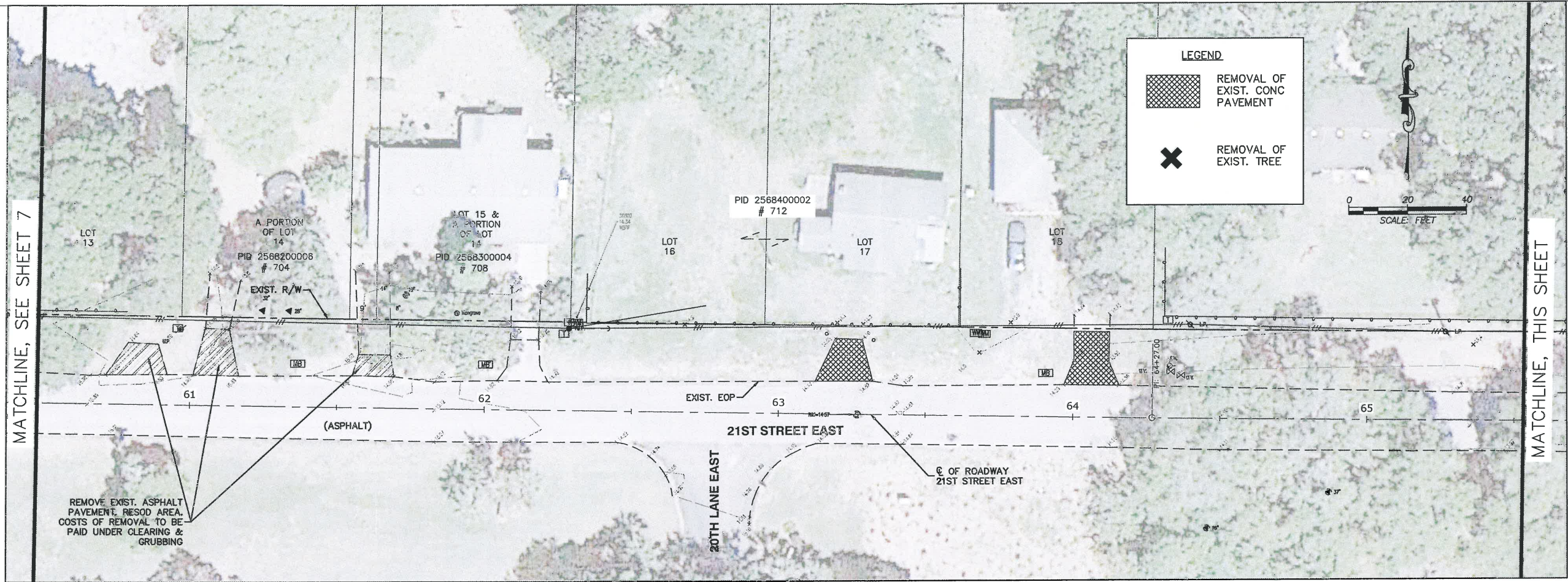
C:\PW-Civil\5881\000\001\Production Drawings\PLR6001_00M.dwg,PLT=SEU 1, 10/30/2015 4:40 PM Chris R. Fulton, 1:1, ANSI D (22.00 x 34.00 inches)



**21ST STREET EAST SIDEWALK
FROM US 41 TO 12TH AVE. E.
MANATEE COUNTY, FL
DEMOLITION PLAN (1)**

DATE	BY	REVISION DESCRIPTION	NO.
PROJECT #		6012609	
SURVEY #		000	
SEC./TWN./RGE		-----	
SCALE		1"=20'	
	BY	DATE	
SURVEYED	J.D.GREER	04/29/15	
DESIGNED	CKH	8/31/2015	
DRAWN	CKH	8/31/2015	
CHECKED	JRS	8/31/2015	
JOHN SEALS, P.E.			
FLORIDA P.E. # 51505			
Signature & Date			
SHEET 7			

\\P:\P\SW\6281\000\001\Production\Drawings\PLR002_DBL.dwg, PLN=2, 10/30/2015 4:41 PM Chris R. Hutton, 1:1, ANSI D (22.00 x 34.00 inches)

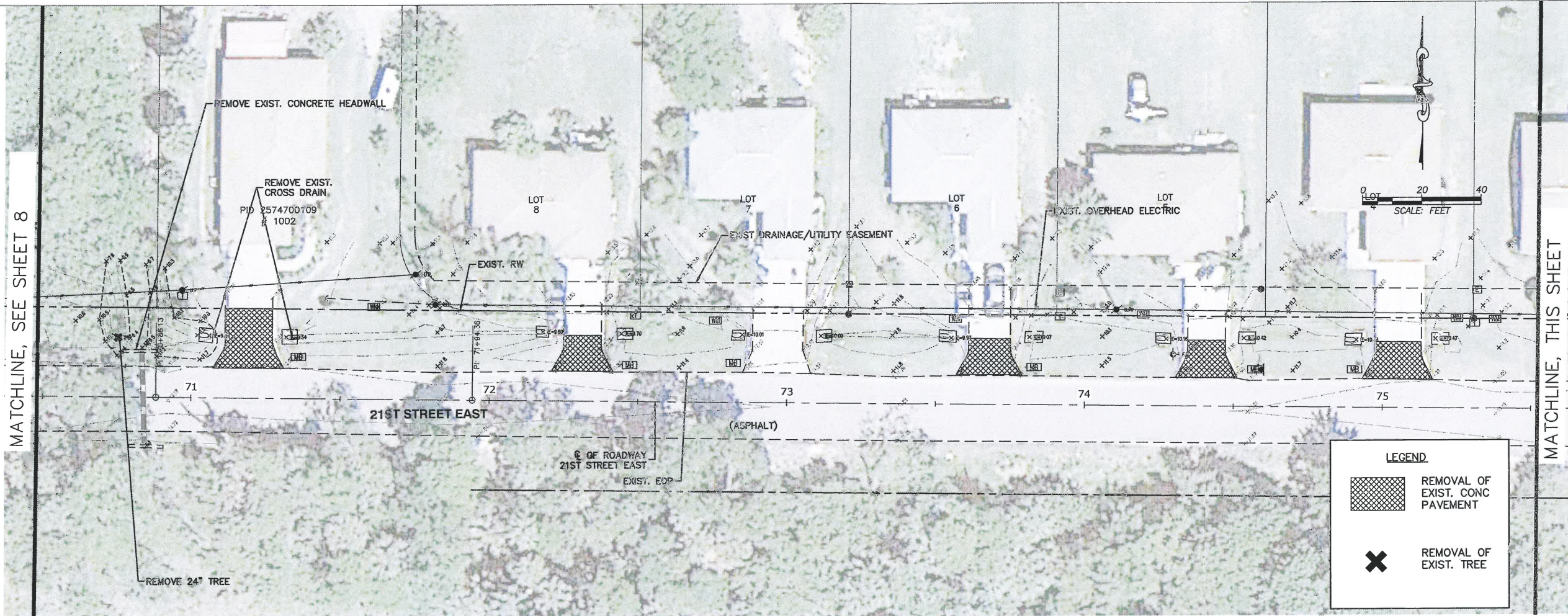


**21ST STREET EAST SIDEWALK
FROM US 41 TO 12TH AVE. E.
MANATEE COUNTY, FL
DEMOLITION PLAN (2)**

NO.	REVISION DESCRIPTION	BY	DATE
PROJECT #	6012609		
SURVEY #	000		
SEC./TWN./RGE	-----		
SCALE	1"=20'		
SURVEYED	J.D.GREER	04/29/15	
DESIGNED	CKH	8/31/2015	
DRAWN	CKH	8/31/2015	
CHECKED	JRS	8/31/2015	
JOHN SEALS, P.E.			
FLORIDA P.E. # 51505			
Signature & Date			
SHEET 8			

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MATCHLINE, SEE SHEET 8

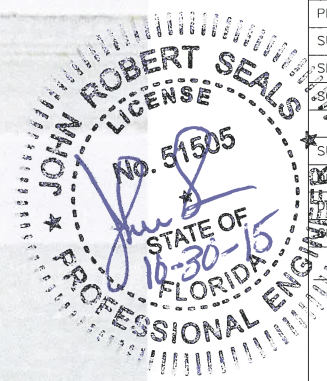
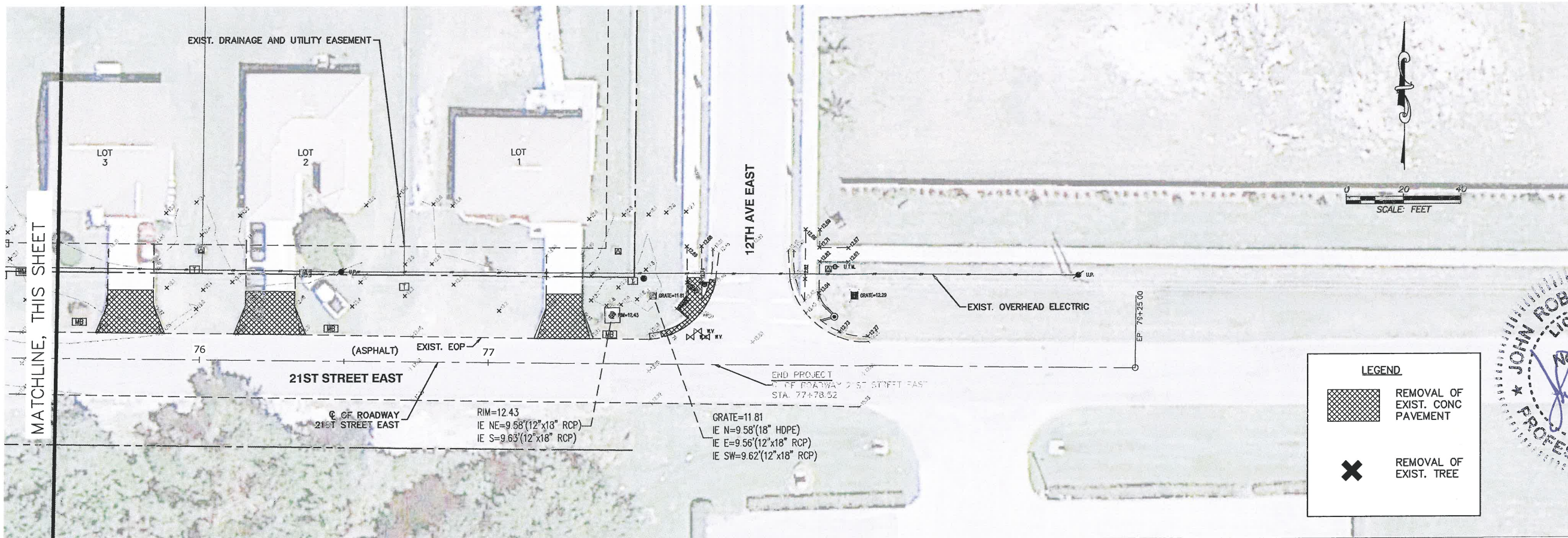


MATCHLINE, THIS SHEET

**21ST STREET EAST SIDEWALK
FROM US 41 TO 12TH AVE. E.
MANATEE COUNTY, FL
DEMOLITION PLAN (3)**

NO.	REVISION DESCRIPTION	BY	DATE
PROJECT #	6012609		
SURVEY #	000		
SEC./TWN./RGE	---		
SCALE	1"=20'		
SURVEYED	J.D.GREER	04/29/15	
DESIGNED	CKH	8/31/2015	
DRAWN	CKH	8/31/2015	
CHECKED	JRS	8/31/2015	
JOHN SEALS, P.E.			
FLORIDA P.E. # 51505			
Signature & Date			
SHEET 9			

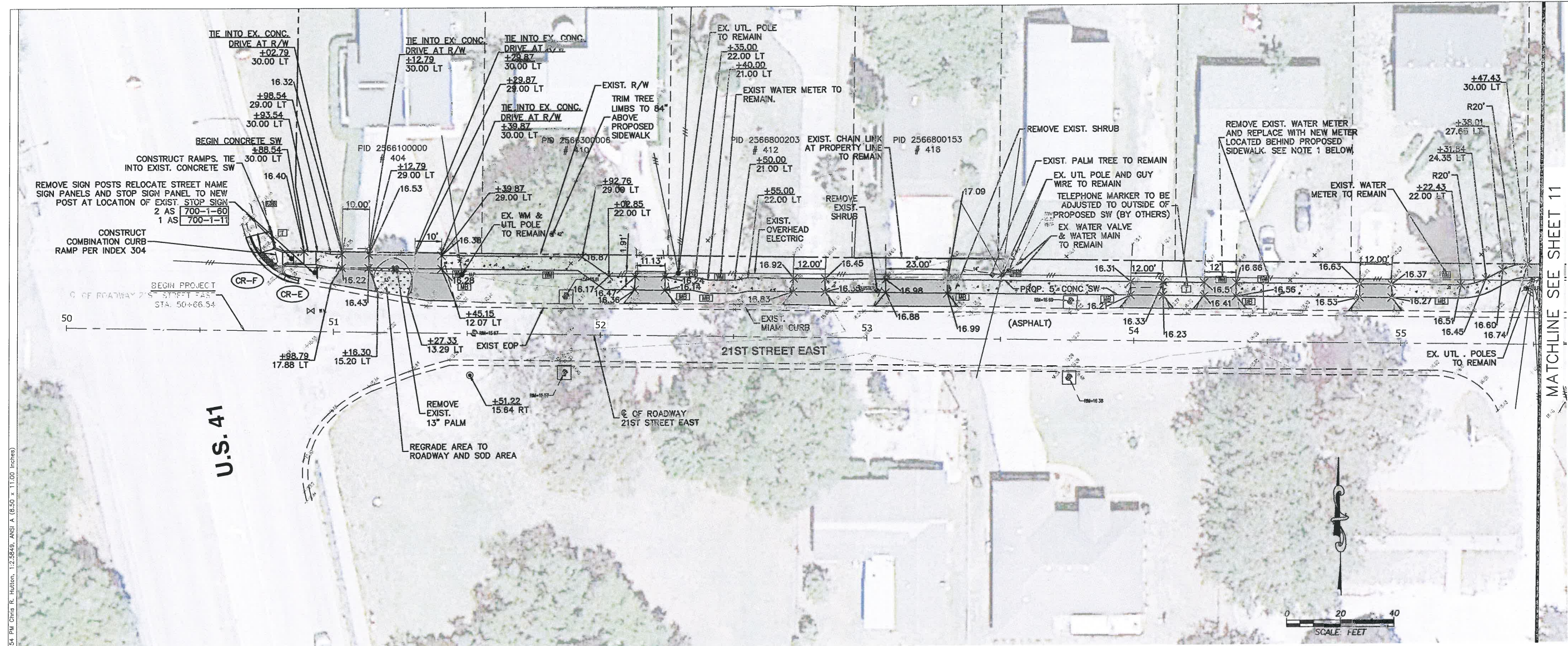
MATCHLINE, THIS SHEET



LEGEND

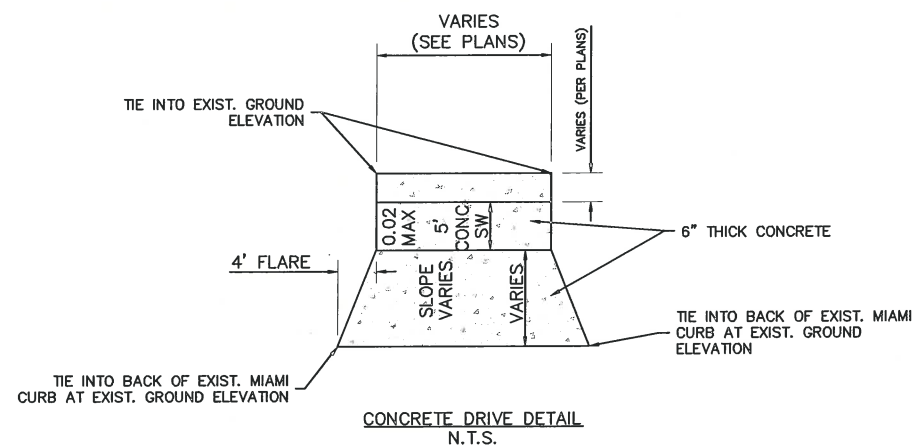
REMOVAL OF EXIST. CONC PAVEMENT

REMOVAL OF EXIST. TREE



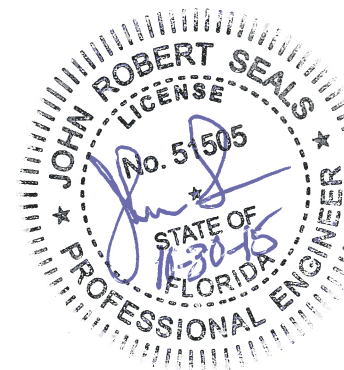
**21ST STREET EAST SIDEWALK
FROM US 41 TO 12TH AVE. E.
MANATEE COUNTY, FL
SIDEWALK PLAN (1)**







DATE	BY	REVISION	DESCRIPTION	NO.
PROJECT #	6012609			
SURVEY #	000			
SEC./TWN./RGE	-----			
SCALE	1"=20'			
	BY	DATE		
SURVEYED	J.D.GREER	04/29/15		
DESIGNED	CKH	8/31/2015		
DRAWN	CKH	8/31/2015		
CHECKED	JRS	8/31/2015		
JOHN SEALS, P.E.				
FLORIDA P.E. # 51505				
Signature & Date				
SHEET 10				



NOTE:

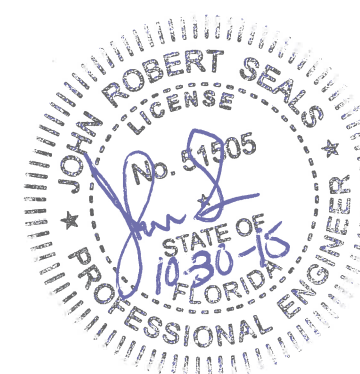
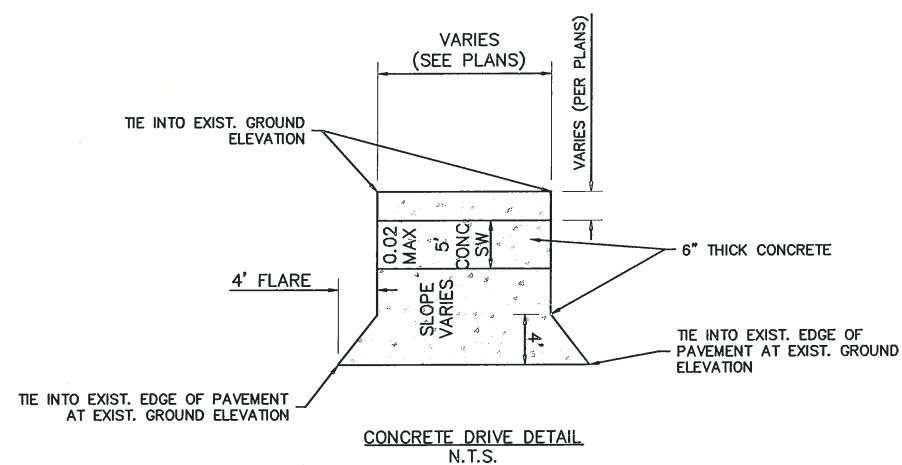
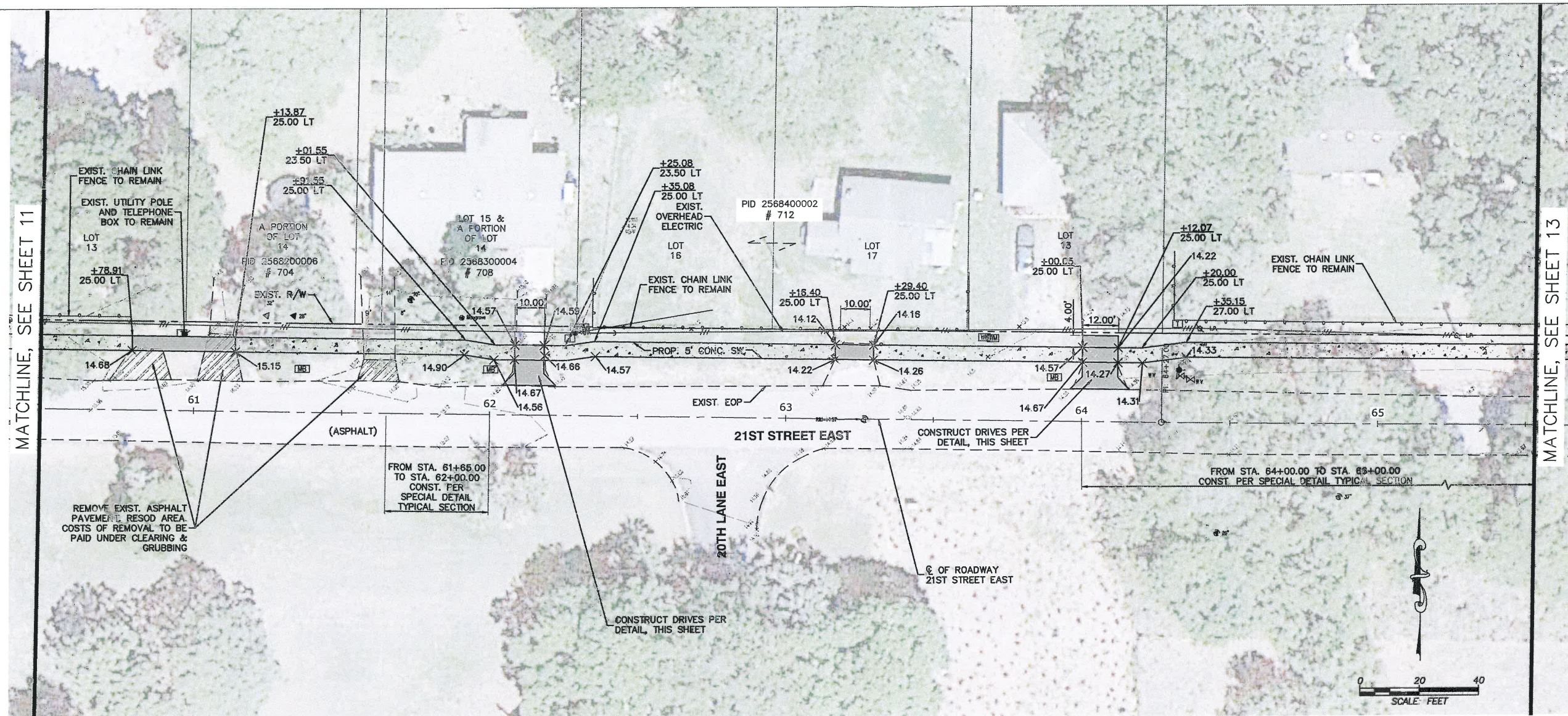
1. SEE SHEET 16 FOR WATER METER DETAILS. CONTRACTOR SHALL PERFORM ALL WORK FOR WATER METER REPLACEMENT EXCEPT MAKING ANY TAPS ONTO EXIST. WATER MAIN. EXISTING TAP SHALL BE TUNED OFF AND PLUGGED AT MAIN. MANATEE COUNTY WILL TAP INTO EXISTING WATER MAIN. CONTRACTOR SHALL ALERT MANATEE COUNTY AT LEAST 48 HOURS IN ADVANCE OF WATER MAIN INSTALLATION.









	4" CONC. SIDEWALK
	6" CONC. SIDEWALK OR DRIVEWAY
	MILL AND RESURFACE EXIST. ASPHALT PAVEMENT
	REMOVAL OF EXIST. ASPH PAVEMENT
	DETECTABLE WARNING SURFACE
	EXIST. MAILBOX

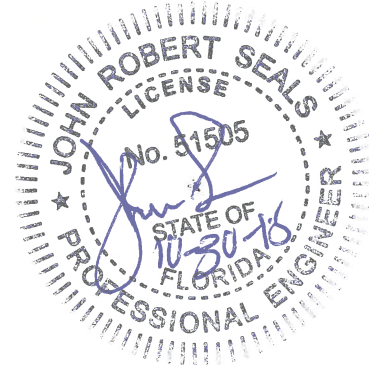
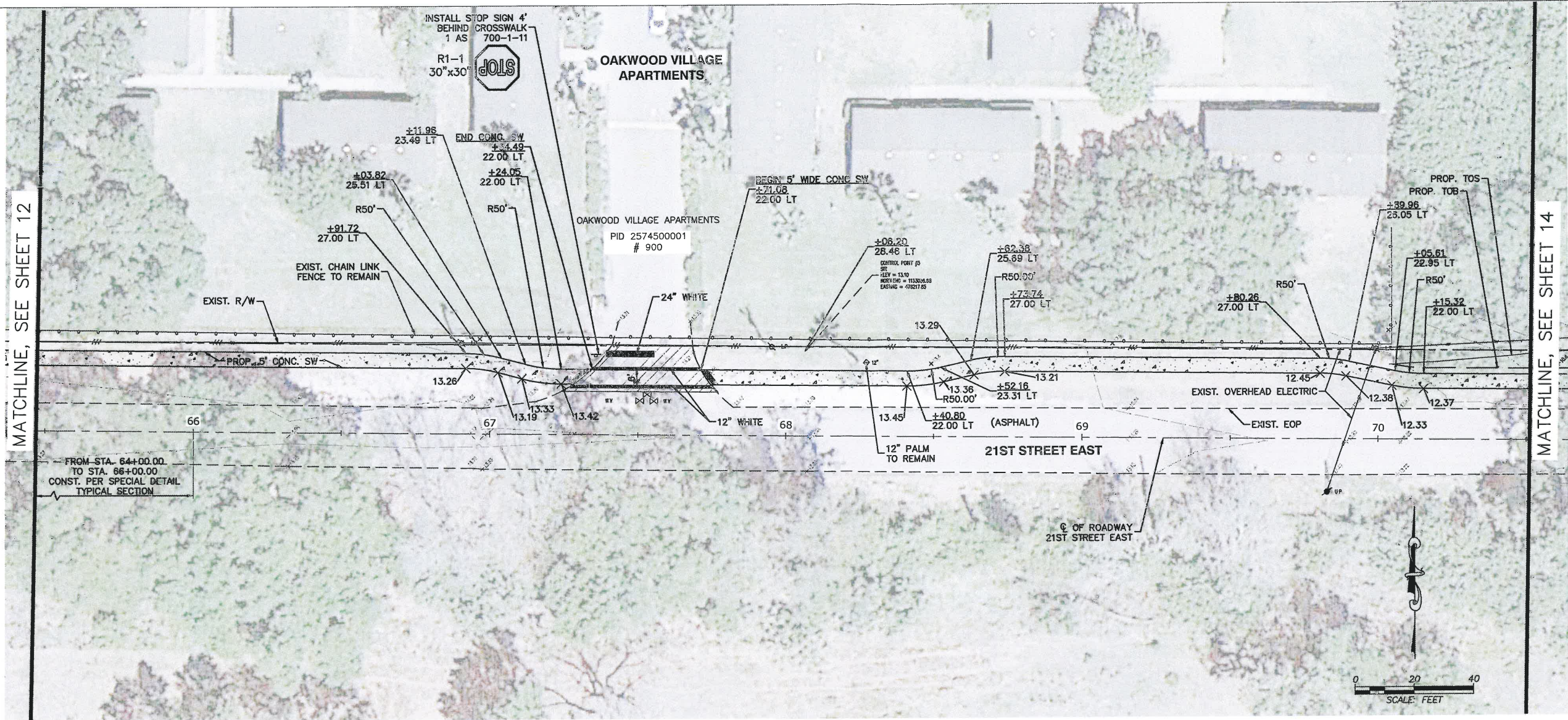
NO.	REVISION DESCRIPTION		BY	DATE
PROJECT #			6012609	
SURVEY #			000	
SEC./TWN./RGE			-----	
SCALE			1"=20'	
		BY	DATE	
SURVEYED		J.D.GREER	04/29/15	
DESIGNED		CKH	8/31/2015	
DRAWN		CKH	8/31/2015	
CHECKED		JRS	8/31/2015	

SHEET 12



<u>LEGEND</u>	
	4" CONC. SIDEWALK
	6" CONC. SIDEWALK OR DRIVEWAY
	MILL AND RESURFACE EXIST. ASPHALT PAVEMENT
	REMOVAL OF EXIST. ASPH PAVEMENT
	DETECTABLE WARNING SURFACE
	EXIST. MAILBOX

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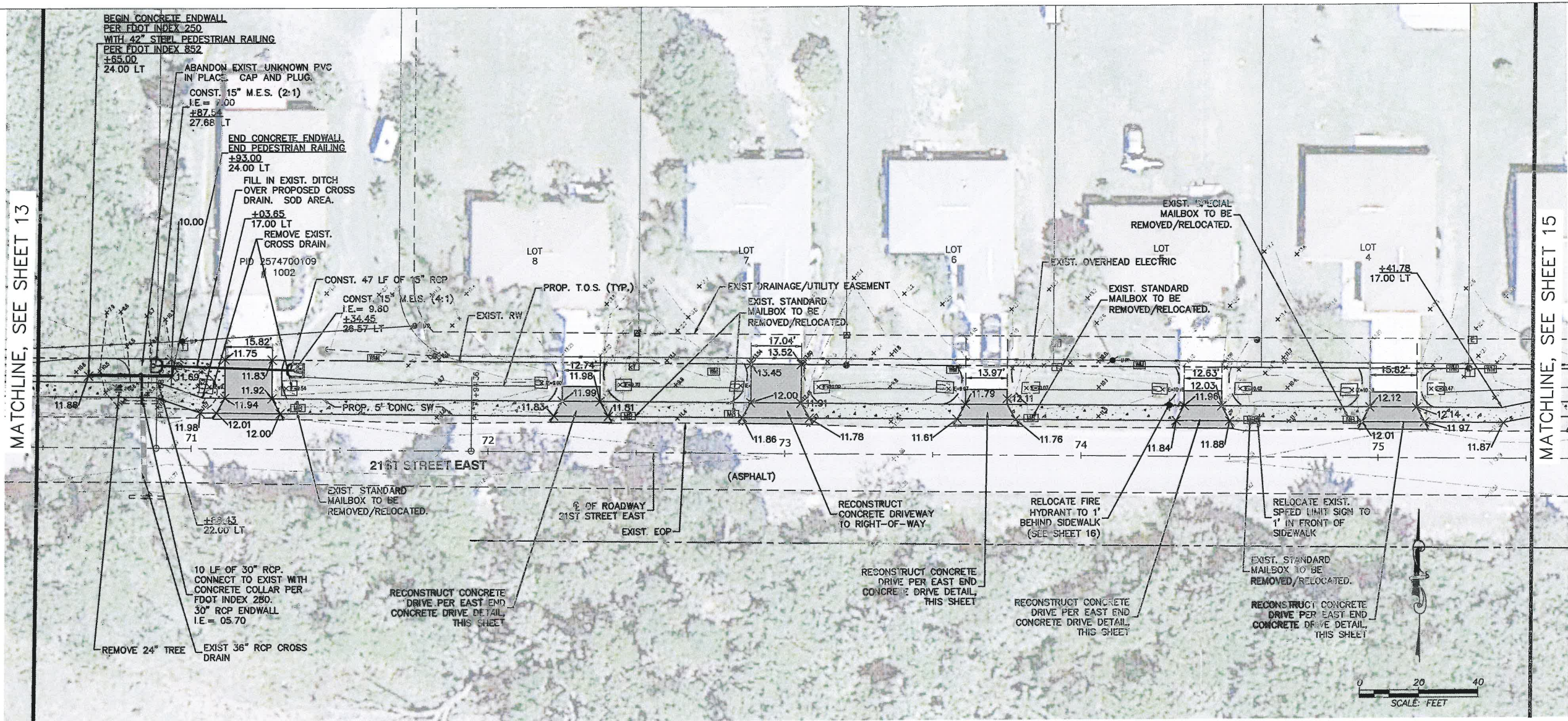
LEGEND	
	4" CONC. SIDEWALK
	6" CONC. SIDEWALK OR DRIVEWAY
	MILL AND RESURFACE EXIST. ASPHALT PAVEMENT
	REMOVAL OF EXIST. ASPH PAVEMENT
	DETECTABLE WARNING SURFACE
	EXIST. MAILBOX

21ST STREET EAST SIDEWALK
FROM US 41 TO 12TH AVE. E.
MANATEE COUNTY, FL
SIDEWALK PLAN (4)

NO.	REVISION DESCRIPTION	BY	DATE
PROJECT #	6012609		
SURVEY #	000		
SEC./TWN./RGE	-----		
SCALE	1"=20'		
	BY	DATE	
SURVEYED	J.D.GREER	04/29/15	
DESIGNED	CKH	8/31/2015	
DRAWN	CKH	8/31/2015	
CHECKED	JRS	8/31/2015	
JOHN SEALS, P.E.			
FLORIDA P.E. # 51505			
Signature & Date			
SHEET 13			

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MATCHLINE, SEE SHEET 13

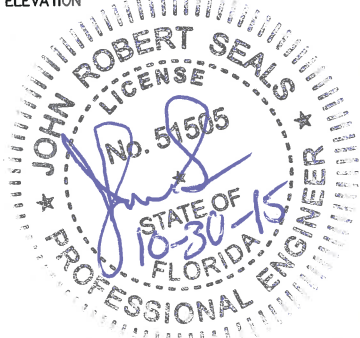
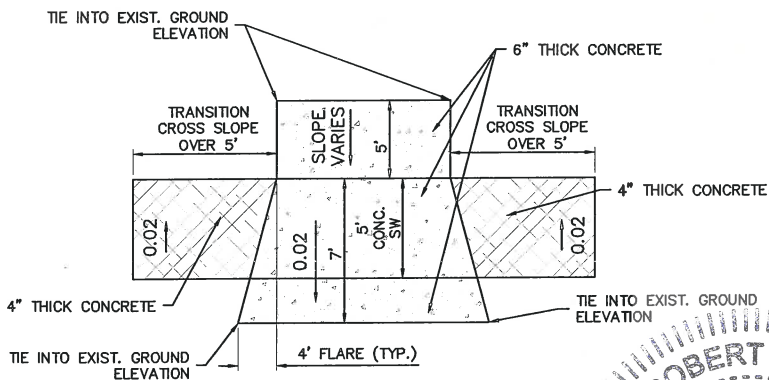


MATCHLINE, SEE SHEET 15

**21ST STREET EAST SIDEWALK
FROM US 41 TO 12TH AVE. E.
MANATEE COUNTY, FL
SIDEWALK PLAN (5)**

NOTES:

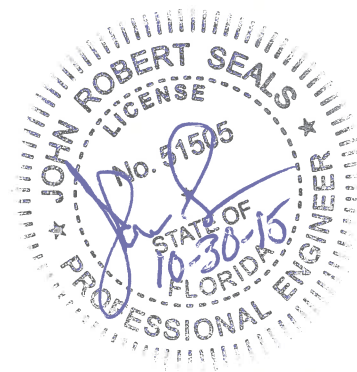
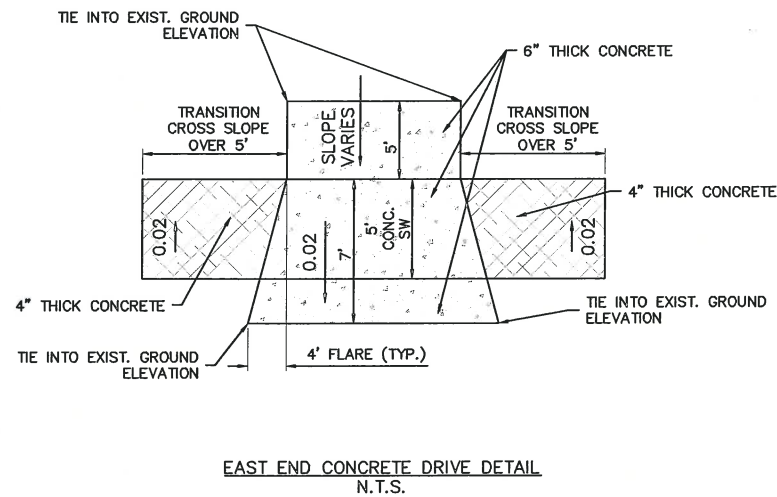
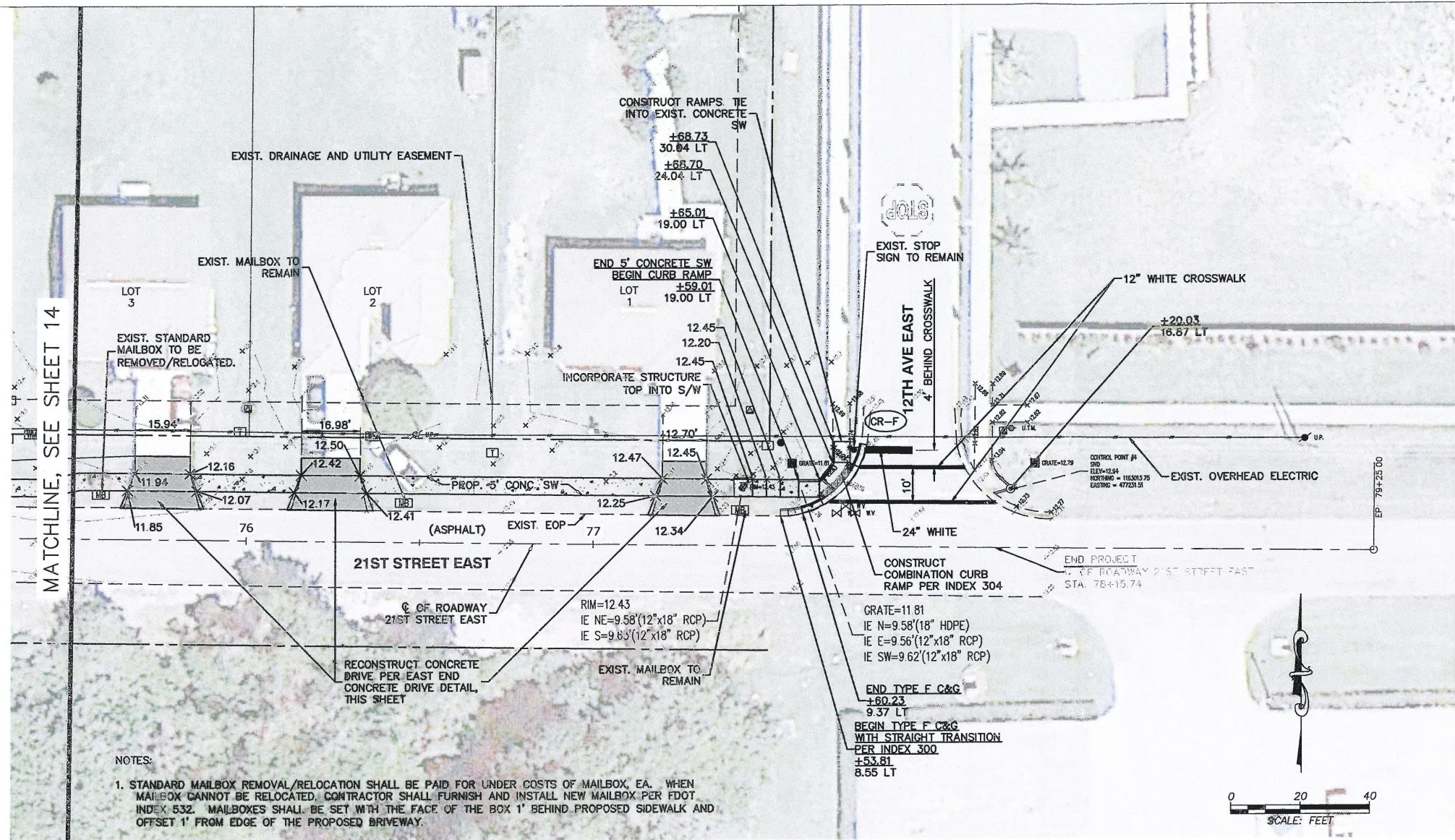
1. STANDARD MAILBOX REMOVAL/RELOCATION SHALL BE PAID FOR UNDER COSTS OF MAILBOX, EA. WHEN MAILBOX CANNOT BE RELOCATED, CONTRACTOR SHALL FURNISH AND INSTALL NEW MAILBOX PER FDOT INDEX 532. MAILBOXES SHALL BE SET WITH THE FACE OF THE BOX 1' BEHIND PROPOSED SIDEWALK AND OFFSET 1' FROM EDGE OF THE PROPOSED DRIVEWAY.
2. SPECIAL MAILBOX REMOVAL/RELOCATION SHALL BE PAID FOR UNDER COSTS OF SPECIAL MAILBOX, EA. SPECIAL (CUSTOM) MAILBOXES ARE NON-STANDARD BOXES THAT CANNOT BE RELOCATED AND THEREFORE SHALL BE RELOCATED BY HOME OWNER OR REMOVED BY CONTRACTOR. THE CONTRACTOR SHALL PROVIDE A MINIMUM 30 DAYS ADVANCE NOTICE TO HOME OWNERS TO ALLOW THEM AN OPPORTUNITY TO RELOCATE ANY CUSTOM MADE MAILBOX. CONTRACTOR SHALL FURNISH AND INSTALL NEW MAILBOX PER FDOT INDEX 532. MAILBOXES SHALL BE SET WITH THE FACE OF THE BOX 1' BEHIND PROPOSED SIDEWALK AND OFFSET 1' FROM EDGE OF THE PROPOSED DRIVEWAY.



LEGEND	
	4" CONC. SIDEWALK
	6" CONC. SIDEWALK OR DRIVEWAY
	MILL AND RESURFACE EXIST. ASPHALT PAVEMENT
	REMOVAL OF EXIST. ASPH PAVEMENT
	DETECTABLE WARNING SURFACE

NO.	REVISION DESCRIPTION	BY	DATE
PROJECT #		6012609	
SURVEY #		000	
SEC./TWN./RGE		-----	
SCALE		1"=20'	
		BY	DATE
SURVEYED	J.D.GREER	04/29/15	
DESIGNED	CKH	8/31/2015	
DRAWN	CKH	8/31/2015	
CHECKED	JRS	8/31/2015	
JOHN SEALS, P.E.			
FLORIDA P.E. # 51505			
Signature & Date			
SHEET 14			

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LEGEND		
	4" CONC. SIDEWALK	
	6" CONC. SIDEWALK OR DRIVEWAY	
	MILL AND RESURFACE EXIST. ASPHALT PAVEMENT	
	REMOVAL OF EXIST. ASPH PAVEMENT	
	DETECTABLE WARNING SURFACE	
	EXIST. MAILBOX	

MANATEE COUNTY, FLORIDA
PUBLIC WORKS DEPARTMENT
ENGINEERING SERVICES

1022 26th Avenue East
Bradenton, FL 34208

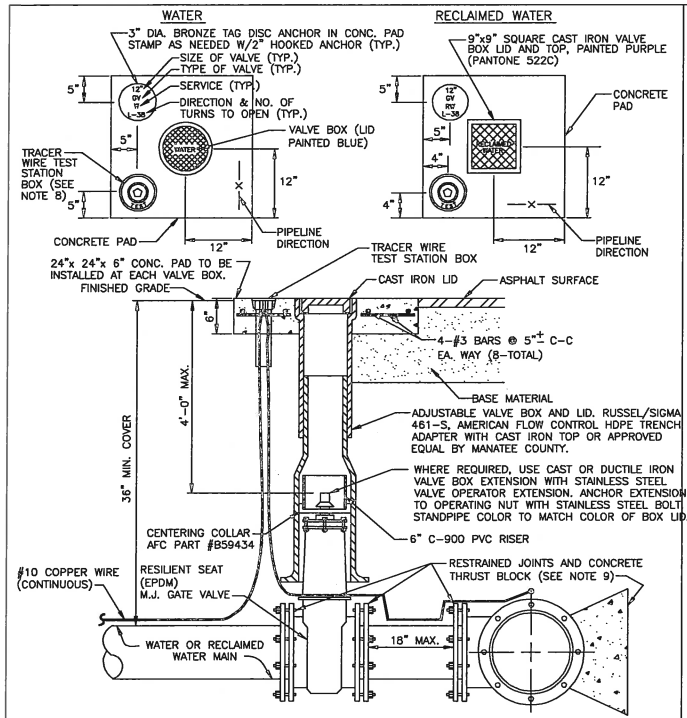
21ST STREET EAST SIDEWALK
FROM US 41 TO 12TH AVE. E.
MANATEE COUNTY, FL
SIDEWALK PLAN (6)

NO.	REVISION DESCRIPTION	BY	DATE

PROJECT #	6012609
SURVEY #	000
SEC./TWN./RGE	----
SCALE	1"=20'
SURVEYED	J.D.GREER 04/29/15
DESIGNED	CKH 8/31/2015
DRAWN	CKH 8/31/2015
CHECKED	JRS 8/31/2015
JOHN SEALS, P.E. FLORIDA P.E. # 51505	
Signature & Date	

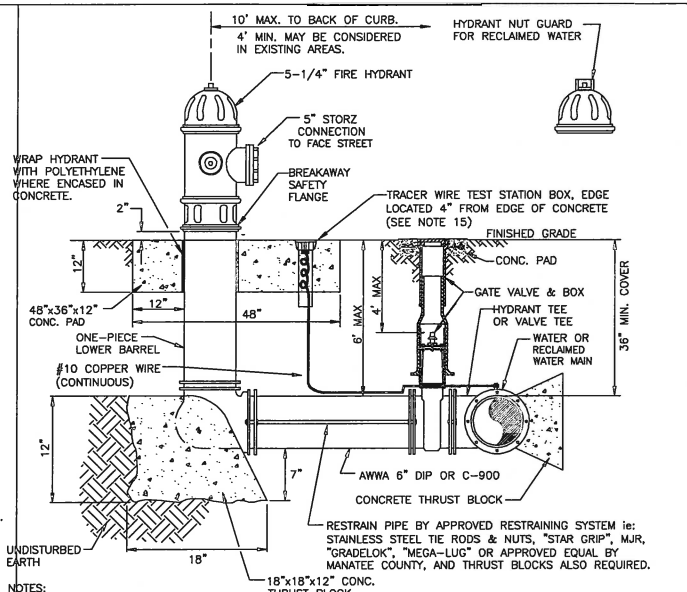
SHEET 15

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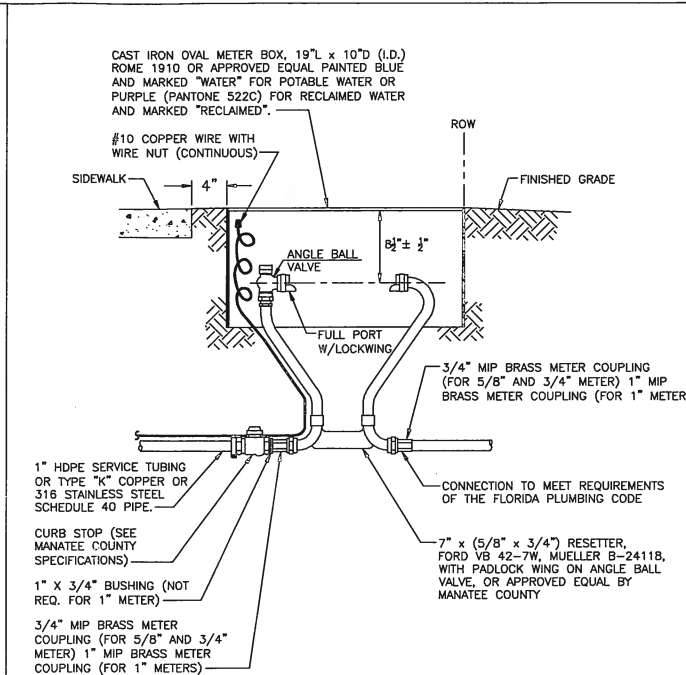
- NOTES:
1. "WV" or "RW" to be impressed into the newly-poured concrete curb, along with distance in feet to the valve. If no curb, install a blue disc with "WV" or purple disc with "RW" and a 1/8"x1" galvanized steel screw in the edge of pavement with the footage from the disc to the valve.
 2. ALL EXISTING AND PROPOSED VALVE BOXES SHALL BE ADJUSTED TO FINISHED GRADES AS DETERMINED IN THE FIELD.
 3. WATER VALVES SHALL NOT BE PLACED IN HANDICAPPED RAMPS.
 4. PRECAST CONCRETE PADS & THRUST BLOCKS SHALL NOT BE USED.
 5. ALL EXPOSED EDGES OF CONCRETE SHALL BE CHAMFERED 1/2".
 6. FOR VALVES 18" AND LARGER, USE BUTTERFLY VALVES.
 7. PIPELINE DIRECTION TO BE IMPRESSED INTO NEWLY POURED CONCRETE PAD.
 8. TRACER WIRE TEST STATION BOX IS NOT REQUIRED IN VALVE BOX PAD IF THE GATE VALVE IS LOCATED WITHIN 200 FEET OF A WATER SERVICE, BLOW-OFF, BACKFLOW PREVENTER OR FIRE HYDRANT THAT HAS A TRACER WIRE BOX.
 9. WHERE THRUST BLOCK NOT USED, RESTRAINED JOINTS MUST THEN EXTEND FROM TEE FULL LENGTH SPECIFIED FOR "TEES."
 10. BINGHAM & TAYLOR PROOFING FOR NORMAL YARD SERVICE, WHERE VALVE WILL BE IN STREET OR PARKING UNDER VEHICLE TRAFFIC, USE PS25RD CENTERED IN SEPARATE CONCRETE PAD SIMILAR TO STANDARD VALVE BOX PAD.

MANATEE COUNTY PUBLIC WORKS DEPARTMENT		GATE VALVE, BOX, LID AND TAG	UW-2
REV. BY	DATE		
CLB/KE	11/10	MAY 10, 2011	PAGE 120
DATE OF APPROVAL			



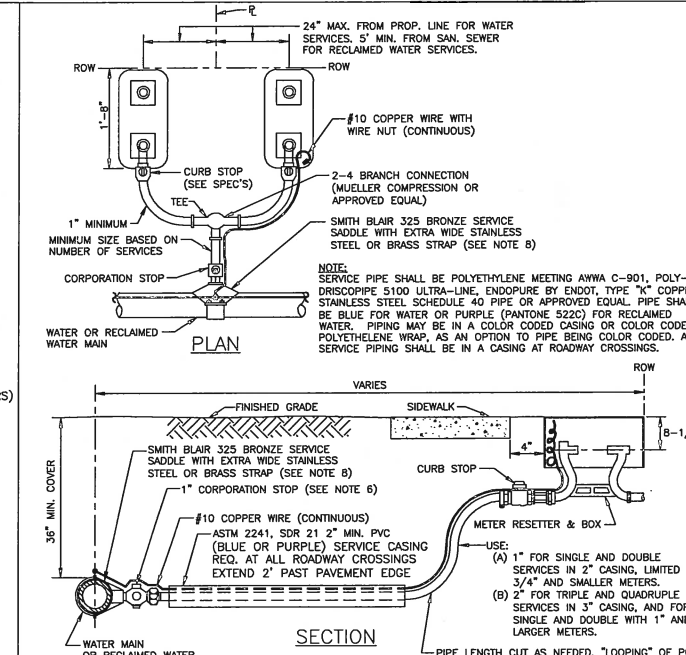
- NOTES:
1. WEEPHOLES SHALL BE EXCLUDED FROM THE FIRE HYDRANT.
 2. FIRE HYDRANTS SHALL BE A MINIMUM OF 6' OFF EDGE OF PAVEMENT AND 10' MAX. FROM BACK OF CURB. WHERE POSSIBLE AND WHERE SIDEWALK IS TO BE INSTALLED, FIRE HYDRANT SHALL BE LOCATED BETWEEN SIDEWALK AND RIGHT-OF-WAY LINE.
 3. HYDRANTS SHALL BE FUSION BONDED EPOXY COATED SAFETY YELLOW FOR WATER AND PURPLE (PANTONE 522C) FOR RECLAIMED WATER. HYDRANT SHALL BE DUCTILE IRON CONSTRUCTION.
 4. FIRE HYDRANTS SHALL BE PLACED SO THAT STORM WATER FLOWS AWAY FROM THE HYDRANT.
 5. FIRE HYDRANTS SHALL BE CONSTRUCTED WITH "GROUND LINE" SET TO FINISHED GRADES AS ESTABLISHED IN THE FIELD. NORMAL BURY IS 3 FEET OF COVER FOR ALL WATER LINES.
 6. FIRE HYDRANTS MAY BE CONSTRUCTED WITH "GRADELOK" OFFSET FITTING.
 7. RAISED REFLECTIVE PAVEMENT MARKER (BLUE) FOR POTABLE WATER (PURPLE) FOR RECLAIMED WATER. SHALL BE INSTALLED AT CENTERLINE OF PAVEMENT ADJACENT TO EACH HYDRANT.
 8. PRECAST CONCRETE THRUST BLOCKS & PADS SHALL NOT BE USED.
 9. ALL EXPOSED EDGES OF CONCRETE SHALL HAVE 1/2" CHAMFER.
 10. FIRE HYDRANT VALVE SHALL BE FASTENED DIRECTLY TO TEE.
 11. IN-LINE VALVES SHOULD BE LOCATED AT HYDRANT TEES.
 12. HYDRANTS SHALL BE LOCATED ON SAME SIDE OF ROAD AS WATER MAIN UNLESS OTHERWISE APPROVED.
 13. THERE MUST BE A CLEARANCE OF 7 1/2 FEET FROM FRONT AND BOTH SIDES, AND FOUR FEET TO THE REAR OF THE HYDRANT, TO ABOVE GRADE OBSTRUCTIONS INCLUDING POSTS, FENCES, TREES, ETC, PER THE FLORIDA FIRE PREVENTION CODE.
 14. SEE STANDARD DETAIL GATE VALVE, BOX, LID AND TAG.
 15. SHOULD THE FIRE HYDRANT'S CONCRETE PAD OVERLAP THE SIDEWALK, THE TRACER WIRE TEST STATION BOX SHALL NOT BE LOCATED WITHIN THE SIDEWALK.

MANATEE COUNTY PUBLIC WORKS DEPARTMENT		FIRE HYDRANT ASSEMBLY	UW-5
REV. BY	DATE		
CLB/KE	11/10	MAY 10, 2011	PAGE 123
DATE OF APPROVAL			



- NOTES:
1. FORD 40 SERIES RESETTERS V843 AND V844 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 STREET.

MANATEE COUNTY PUBLIC WORKS DEPARTMENT		METER BOX ASSEMBLY FOR 5/8" x 3/4", 3/4" & 1" METERS	UW-17
REV. BY	DATE		
CLB/BR	11/10	MAY 10, 2011	PAGE 135
DATE OF APPROVAL			



- NOTES:
1. ALL SERVICE TAPS TO BE LOCATED IN THE FIELD. TAPS SHALL BE NO CLOSER THAN 2'-0" 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. "WV" or "RW" 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 "WV" or a purple disc with "RW" and a 1/8"x1" galvanized steel screw in the edge of pavement with the distance (in feet) from the disc to the meter.
 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, UD & TAG.
 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, ADJACENT TO THE ROW.
 8. FOR HDPE MAINS, USE ROMAC 306H SS OR CENTRAL PLASTICS ELECTRO FUSION CORP SADDLE.

MANATEE COUNTY PUBLIC WORKS DEPARTMENT		TYPICAL SERVICE CONNECTION	UW-19
REV. BY	DATE		
CLB/BR	11/10	MAY 10, 2011	PAGE 137
DATE OF APPROVAL			

**21ST STREET EAST SIDEWALK
FROM US 41 TO 12TH AVE. E.
MANATEE COUNTY, FL
SPECIAL DETAILS**

NO.	REVISION DESCRIPTION	BY	DATE
PROJECT #		6012609	
SURVEY #		000	
SEC./TWN./RGE		-----	
SCALE		1"=20'	
SURVEYED		BY	DATE
DESIGNED		CKH	8/31/2015
DRAWN		CKH	8/31/2015
CHECKED		JRS	8/31/2015
JOHN SEALS, P.E.			
FLORIDA P.E. # 51505			
Signature & Date			
SHEET 16			

C-I-P CANTILEVER RETAINING WALLS DATA TABLES

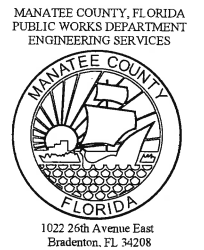
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NOTES:

1. *Work these Data Tables with Index No. 6010.*
2. *Concrete Class IV ($f_c = 5500$ psi)*
3. *Wall exposed face surface texture shall be Type A.*
4. *Environmental Classification is aggressive.*
5. *Assumed Minimum Soil Nominal Bearing Resistance = 2500 psf. See Note 9 on this sheet.*
6. *A value of '0' for Slope Backwall indicates front and back of wall are parallel.*
7. *D is typical depth of soil and is used for design purposes only. See Control Drawings for actual ground line.*
8. *Non-zero values for L and D indicate the existence of a shear key.*
9. *The Contractor shall provide a Geotechnical Report signed and sealed by Florida Registered Professional Engineer indicating the allowable soil bearing pressure for the wall foundation. The report shall be submitted to the Engineer for review prior to the start of any work related to the retaining wall on this sheet. The report shall be provided to the Engineer at no additional cost.*
10. *The number of G1 Bars includes 2 additional bars when a shear key is specified.*
11. *Reinforcing steel bars shall be field cut as necessary to allow for pipe penetration.*



MAP Engineering Company
550 N. Reo Street
Suite 300
Tampa, FL 33609
813/261-5013
Certificate of Authorization 6772



**21ST STREET EAST SIDEWALK
FROM US 41 TO 12TH AVE. E.
MANATEE COUNTY, FL**

REVISION DESCRIPTION		BY	DATE
NO.			
PROJECT #		6012609	
SURVEY #		000	
SEC./TWN./RGE		-----	
SCALE		1"=20'	
	BY	DATE	
SURVEYED	-----	-----	
DESIGNED	KN	07/09/2015	
DRAWN	KN	07/09/2015	
CHECKED	TS	07/09/2015	
T.E. SLAUGHTER, JR., P.E.			
FLORIDA P.E. # 38833			
Signature & Date			
S-1			

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 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 as evidenced through the Florida Department of Business Professional Regulation's website listing of qualified and properly licensed contractors 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.

An FDOT Prequalified Contractor in the work classification of **Sidewalk** on the day the bid is submitted is also qualified to bid on this Work. A copy of the FDOT Prequalification Certification shall be submitted with the bid documents.

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 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.

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.

Owner staff shall have the option to inspect the Successful Bidder's equipment.

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 or Michael Smart, Phone: (941) 358-4080, Ext. 3109. Email: msmart@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 – 7)
4. Bidder's Questionnaire (Attachment "A"),
5. List of Bidder's Equipment (Part of Attachment "A")
6. Public Contracting & Environmental Crimes Certification (Attachment "B")
7. Copy of Firm's Policy or program relating to a Drug Free Workplace (Attachment "C")
8. Copy of the license (s)

END OF SECTION C

SECTION D

INSURANCE AND BONDING REQUIREMENTS

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

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

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

Reviewed by Risk: _____

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

Certificate of Insurance Requirements:

- a. Certificates of insurance in duplicate evidencing the insurance coverage specified herein shall be filed with the Purchasing Division before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the bid number and title of the Project, and must read: For any and all work performed on behalf of Manatee County.
- b. **Additional Insured:** The Automobile Liability and Commercial General Liability policies provided by the successful bidder to meet the requirements of this IFB shall name Manatee County, Board of County Commissioners, as an additional insured as to the operations of the successful bidder under this IFB and shall contain severability of interests provisions.
- c. In order for the certificate of insurance to be accepted it **must** comply with the following:
1. The "Certificate Holder" shall be:
**Manatee County
Board of County Commissioners
Bradenton, FL
IFB# 16-0849OV, 21st Street East Sidewalk, From US 41 to 12th Avenue East
Palmetto, Manatee County, FL
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
- b. 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

BID FORM

**For: IFB 16-0849OV
21st Street East Sidewalk,
From US 41 to 12th Avenue East
Palmetto, Manatee County, FL
Project No.: (6012609)**

Total Offer (Bid "A"): _____

Based on a completion time of 150 calendar days

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

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

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

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

Bidder's Name: _____

Mailing Address: _____

Telephone: () _____ Fax: () _____

Email Address: _____

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

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

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

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

Environmental Sustainability – The Company submitting this bid has an environmental sustainability initiative currently in place. ☐ Yes ☐ No If yes, the bidder shall submit a summary of their environmental sustainability initiative along with their bid.

Authorized Signature(s): _____

Name and Title of Above Signer(s): _____

Date: _____

BID FORM

IFB16-08490V

(Submit in Duplicate)

IFB16-08490V

**21st Street East Sidewalk, from US 41 to 12th Avenue East, Palmetto, FL
Manatee County, (CDBG) (Project 6012609 6.2)**

Bid "A" Based on a Completion Time of 150 Calendar Days

FDOT REF. NO.	DESCRIPTION	U/M	EST. QTY	UNIT PRICE	EXTENDED PRICE
101-1	MOBILIZATION	LS	1	\$	\$
102-1	MAINTENANCE OF TRAFFIC	LS	1	\$	\$
104-10-3	SEDIMENT BARRIER	LF	2,750	\$	\$
107-1	LITTER REMOVAL AND DISPOSAL	AC	4.39	\$	\$
107-2	MOWING	AC	4.39	\$	\$
110-1-1	CLEARING AND GRUBBING	AC	0.45	\$	\$
110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	480	\$	\$
110-7-1	STANDARD MAILBOX (F & I)	EA	6	\$	\$
110-7-1 (SPECIAL)	SPECIAL MAILBOX (F & I)	EA	1	\$	\$
120-1	EXCAVATION REGULAR	CY	32	\$	\$
120-6	EMBANKMENT	CY	306	\$	\$
327-70-1	MILLING EXISTING ASPHALT PAVEMENT (1" AVG DEPTH)	SY	64	\$	\$
334-1-12	SUPERPAVE ASPHALTIC CONCRETE (SP- 9.5 (TRAFFIC A)	TN	4.0	\$	\$
400-1-2	CLASS I CONCRETE, ENDWALL (INCLUDES ALL REINFORCEMENT STEEL)	CY	11.7	\$	\$
400-4-11	CONCRETE CLASS IV, RETAINING WALL (SEE SHEET S-1)	CY	27.1	\$	\$
415-1-3	REINFORCING STEEL, RETAINING WALL (SEE SHEET S-1)	LB	4,796	\$	\$

Bidder: _____

Authorized Signature: _____

Bid Form -2
Base Bid "A"
150 Calendar Days

BID FORM

IFB16-0849OV

(Submit in Duplicate)

IFB16-0849OV

**21st Street East Sidewalk, from US 41 to 12th Avenue East, Palmetto, FL
Manatee County, (CDBG) (Project 6012609 6.2)**

Bid "A" Based on a Completion Time of 150 Calendar Days

FDOT REF. NO.	DESCRIPTION	U/M	EST. QTY	UNIT PRICE	EXTENDED PRICE
430-174-115	PIPE CULVERT, OPTIONAL ROUND, RCP (SD (15"))	LF	47	\$	\$
430-175-130	PIPE CULVERT, OPTIONAL ROUND, RCP, STORM (30")	LF	10	\$	\$
430-175-142	PIPE CULVERT, OPTIONAL ROUND, RCP, STORM (42")	LF	5	\$	\$
430-984-123	MITERED END SECTION, OPTIONAL ROUND, 15" SD	EA	2	\$	\$
515-2-211	PEDESTRIAN/BICYCLE RAIL(STEEL) 42" (TYPE I)	LF	55	\$	\$
520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	87	\$	\$
522-1	SIDEWALK CONCRETE (4" THICK)	SY	1,262	\$	\$
522-2	SIDEWALK CONCRETE (6" THICK)	SY	602	\$	\$
527-2	DETECTABLE WARNINGS	SF	72	\$	\$
570-1-2	PERFORMANCE TURF (SOD)	SY	2,657	\$	\$
700-1-1	SINGLE POST SIGN, F & I, GROUND MOUNT (UP TO 12 SF)	AS	2	\$	\$
700-1-50	SINGLE POST SIGN, RELOCATE	AS	2	\$	\$
700-1-60	SINGLE POST SIGN, REMOVE	AS	2	\$	\$
711-11-123	THERMOPLASTIC PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 12"	LF	162	\$	\$

Bidder: _____

Authorized Signature: _____

Bid Form -3
Base Bid "A"
150 Calendar Days

BID FORM

IFB16-0849OV

(Submit in Duplicate)

IFB16-0849OV

**21st Street East Sidewalk, from US 41 to 12th Avenue East, Palmetto, FL
Manatee County, (CDBG) (Project 6012609 6.2)**

Bid "A" Based on a Completion Time of 150 Calendar Days

FDOT REF. NO.	DESCRIPTION	U/M	EST. QTY	UNIT PRICE	EXTENDED PRICE
711-11-125	THERMOPLASTIC PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 24"	LF	29	\$	\$
1080-11	WATER METER, F & I	EA	1	\$	\$
1080-17	WATER METER, REMOVE	EA	1	\$	\$
1644800	FIRE HYDRANT, RELOCATE	EA	1	\$	\$
	TOTAL BASE BID				\$
	CONTRACT CONTINGENCY (Used Only with County Approval)	%	10		\$
	TOTAL CONTRACT AWARD - BID "A" BASE BID Based on a Completion Time of <u>150</u> calendar days				\$

Bidder: _____

Authorized Signature: _____

Bid Form -4
Base Bid "A"
150 Calendar Days

BID FORM
(Submit in Duplicate)
IFB16-0849OV

IFB#16-0849-OV

**21st Street East Sidewalk, from US 41 to 12th Avenue East, Palmetto, FL
Manatee County (CDBG) (Project 6012609 6.2)**

**WORK BY SUBCONTRACTORS / BASE BID "A"/ 150 CALENDAR DAY
COMPLETION**

FDOT REF. NO.	DESCRIPTION	WORK BY SUBCONTRACTOR		DESCRIPTION OF WORK BY CONTRACTOR
		%	MBE/WBE	
101-1	MOBILIZATION			
102-1	MAINTENANCE OF TRAFFIC			
104-10-3	SEDIMENT BARRIER			
107-1	LITTER REMOVAL AND DISPOSAL			
107-2	MOWING			
110-1-1	CLEARING AND GRUBBING			
110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT			
110-7-1	STANDARD MAILBOX (F & I)			
110-7-1 (SPECIAL)	SPECIAL MAILBOX (F & I)			
120-1	EXCAVATION REGULAR			
120-6	EMBANKMENT			
327-70-1	MILLING EXISTING ASPHALT PAVEMENT (1" AVG DEPTH)			
334-1-12	SUPERPAVE ASPHALTIC CONCRETE (SP-9.5 (TRAFFIC A)			
400-1-2	CLASS I CONCRETE, ENDWALL (INCLUDES ALL REINFORCEMENT STEEL)			
400-4-11	CONCRETE CLASS IV, RETAINING WALL (SEE SHEET S-1)			
415-1-3	REINFORCING STEEL, RETAINING WALL (SEE SHEET S-1)			

Bidder: _____

Authorized Signature: _____

Bid Form-5
Bid "A" SubContractor% Form

BID FORM
(Submit in Duplicate)
IFB16-0849OV

IFB#16-0849-OV

**21st Street East Sidewalk, from US 41 to 12th Avenue East, Palmetto, FL
Manatee County (CDBG) (Project 6012609 6.2)**

**WORK BY SUBCONTRACTORS / BASE BID "A"/ 150 CALENDAR DAY
COMPLETION**

FDOT REF. NO.	DESCRIPTION	WORK BY SUBCONTRACTOR		DESCRIPTION OF WORK BY CONTRACTOR
		%	MBE/WBE	
430-174-115	PIPE CULVERT, OPTINAL ROUND, RCP (SD 15")			
430-175-130	PIPE CULVERT, OPTIONAL ROUND, RCP, STORM (30")			
430-175-142	PIPE CULVERT, OPTIONAL ROUND, RCP, STORM (42")			
430-984-123	MITERED END SECTION, OPTIONAL ROUND, 15" SD			
515-2-211	PEDESTRIAN/CIBYCLE RAIL (STEEL) 42" (TYPE 1)			
520-1-10	CONCRETE CURB & GUTTER, TYPE F			
522-1	SIDEWALK CONCRETE (4" THICK)			
522-2	SIDEWALK CONCRETE (6" THICK)			

Bidder: _____

Authorized Signature: _____

Bid Form-6
Bid "A" SubContractor% Form

BID FORM
(Submit in Duplicate)
IFB16-0849OV

IFB#16-0849-OV

**21st Street East Sidewalk, from US 41 to 12th Avenue East, Palmetto, FL
Manatee County (CDBG) (Project 6012609 6.2)**

**WORK BY SUBCONTRACTORS / BASE BID "A"/ 150 CALENDAR DAY
COMPLETION**

FDOT REF. NO.	DESCRIPTION	WORK BY SUBCONTRACTOR		DESCRIPTION OF WORK BY CONTRACTOR
		%	MBE/WBE	
527-2	DETECTABLE WARNING			
570-1-2	PERFORMANCE TURF (SOD)			
700-1-1	SINGLE POST SIGN, F & I, GROUND MOUNT (UP TO 12 SF)			
700-1-50	SINGLE POST SIGN, RELOCATE			
700-1-60	SINGLE POST SIGN, REMOVE			
711-11-123	THERMOPLASTIC PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 12"			
711-11-125	THERMOPLASTIC PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 24"			
1080-11	WATER METER F & I			
1080-17	WATER METER, REMOVE			
1644800	FIRE HYDRANT, RELOCATE			

This is a duplication of the bid items where the Bidder shall state the percentage to work (of each item listed) and a description of the work which shall be performed by a subcontractor.

Bidder: _____

Authorized Signature: _____

Bid Form-7
Bid "A" SubContractor% Form

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:

BIDDER NAME: _____

Bid No.: **IFB# 16-0849OV**

Bid Title: **21ST STREET EAST SIDEWALK,
FROM US 41 TO 12TH AVENUE EAST
PALMETTO, MANATEE COUNTY, FL
(Project No.:6012609)**

DUE DATE/TIME: _____, **2016 @ 3:00 PM**

ATTACHMENT A
BIDDER'S QUESTIONNAIRE
(Submit in Duplicate)

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

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID

1. Contact Information:
FEIN #: _____
License #: _____
License Issued to: _____
Date License Issued (MM/DD/YR): _____
Company Name: _____
Physical Address: _____
City: _____ State of Incorporation: _____ Zip Code: _____
Phone Number: () _____ Fax Number: () _____
Email address: _____
2. Bidding as: an individual __; a partnership __; a corporation __; a joint venture __
3. If a partnership, list names and addresses of partners; if a corporation, list names of officers, directors, shareholders, and state of incorporation; if joint venture, list names and address of ventures' and the same if any venture are a corporation for each such corporation, partnership, or joint venture:

4. Bidder is authorized to do business in the State of Florida: ☐ Yes ☐ No
For how many years? _____
5. Your organization has been in business (under this firm's name) as a

Is this firm in bankruptcy? _____
6. Attach a list of projects where this specific type of Work was performed.

BIDDER: _____

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

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

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

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

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

BIDDER: _____

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

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

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

15. Manufacturer's Qualifications: The High Performance Membrane Manufacturer shall be an American owned company with no less than 25 years' experience as a commercial roofing manufacturer. List the last five (5) projects where the High Performance Roofing System has been installed.

16. Installer Qualifications: A licensed roofing contractor authorized by the MRSM with a minimum of five (5) years' experience installing the type of roof system specified for this project. List the last five (5) projects where this type of roof system was installed. Provide company name, contact information, phone number and dollar value of the project.

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

Surety's Name: _____

Address: _____

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

Agent's Name: _____

Address: _____

Phone: _____

Email: _____

BIDDER: _____

ATTACHMENT B
PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO ARTICLE V,
MANATEE COUNTY PROCUREMENT CODE

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

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

_____ [Print individual's name and title]

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

whose business address is _____

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

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

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

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

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

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

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

ATTACHMENT B
PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

(Continued)

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

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

[Signature]

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____ by _____

Personally known _____ OR Produced identification _____
[Type of identification]

Notary Public Signature My commission expires _____

[Print, type or stamp Commissioned name of Notary Public]

Signatory Requirement - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.

ATTACHMENT "C"

Drug Free Work Place Certification

SWORN STATEMENT PURSUANT TO SECTION 6-101(7)(B),
MANATEE COUNTY PURCHASING CODE

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

This sworn statement is submitted to the Manatee County Board of County Commissioners by _____
[print individual's name and title]

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

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____ (If the entity has no FEIN,

include the Social Security Number of the individual signing this sworn statement: _____.)

I understand that no person or entity shall be awarded or receive 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 C (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 ____ day of _____, 201__ by _____

Personally known _____ OR Produced identification _____
[Type of identification]

Notary Public Signature My commission expires _____

[Print, type or stamp Commissioned name of Notary Public]

Signatory Requirement - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.