

**INVITATION FOR BID (IFB) #09-0748DC
63RD AVENUE EAST BRIDGE #134042
OVER PEARCE CANAL**

Manatee County, a political subdivision of the state of Florida, (hereinafter "Manatee County" or the "County" or "Owner") will receive sealed bids or proposal 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.

INFORMATION CONFERENCE

In order to insure that all prospective bidders or proposers have sufficient information and understanding of the County's needs, an information conference will be held **February 3, 2009 at 10:00 A.M.** at the **Manatee County Administrative Complex, 1112 Manatee Avenue West, Manatee Room (Conference Room), Suite 502/5th Floor, Bradenton, Florida.** All interested bidders are encouraged to attend.

TIME AND DATE DUE: February 24, 2009 at 3:00 P.M.

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Important Note: A prohibition of Lobbying has been enacted. Please review paragraph A.20 carefully to avoid violation and possible sanctions.

**FOR INFORMATION CONTACT:
DEBORAH CAREY-REED
(941) 749-3074 FAX (941) 749-3034
deborah.carey-reed@mymanatee.org**

AUTHORIZED FOR RELEASE:



November 21, 2008

To All Bidders

Re: Construction Cost Estimate for 63rd Avenue (Saunders Road) over Pearce Canal

Bidders:

The "construction cost estimate" for the 63rd Avenue (Saunders Road) over Pearce Canal project is \$3,100,000 (three million one hundred thousand dollars).

The construction cost estimate was determined as of November 21, 2008. The construction cost estimate is based on the original specifications and drawings issued with the 63rd Avenue (Saunders Road) over Pearce Canal Project. Changes to the specifications subsequent to the original documents by addenda to this bid may not be accounted in this construction cost estimate.

Sincerely,

WADE TRIM, INC.

A handwritten signature in black ink, appearing to read 'Jeff D. Trim'.

Jeffrey D. Trim, PE, PTOE

Engineer of Record for the 63rd Avenue (Saunders Road) over Pearce Canal Project

JDT:jjc

MTE2017.01M

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cc: Walter Sowa, Manatee County
Sue Sandhoff, Manatee County

Wade Trim, Inc.

8745 Henderson Road
Suite 220, Renaissance 5
Tampa, FL 33634

813.882.8366
888.499.9624
813.884.5990 fax
www.wadetrim.com

SECTION 00010
INFORMATION TO BIDDERS OR PROPOSERS

A.01 OPENING LOCATION

These bids will be publicly opened at Manatee County Purchasing, 1112 Manatee Avenue West, Suite 803, Bradenton, Florida 34205 in the presence of County officials at the time and date stated, or soon thereafter. All bidders or proposers or their representatives are invited to be present.

A.02 BID AND PROPOSAL DOCUMENTS

Manatee County Purchasing Office posts **notices of bid or proposal opportunities and addenda** on the Purchasing Division's web page at <http://www.mymanatee.org> which can be accessed by clicking on the "Purchasing" button on the left side of the screen and then clicking on the "Bids and Proposals" button and **on the County's document distribution service** at <http://www.demandstar.com>.

Electronic copies of bid or proposal documents may be requested at no cost per Florida Statute 119.01 (2) (e). These files in PDF format may be obtained by calling the person or persons identified to contact on page one.

A fee may be charged for creating a CD recording or a printed copy of the documents requested. Cost Details shall be provided when you specify the format.

The **documents are available in a portable document format (.PDF) files** which you may view and print using Adobe Acrobat software. You may download a free copy of this software (Adobe) from the County's web page if you do not have it.

Onvia **DemandStar** provides direct electronic distribution of email/fax notices of the agency's formal bid or proposal opportunities, at no charge. The distribution lists provided by this service are supplemented by the County.

Vendors may choose to download individual documents from DemandStar for a download fee posted on that services website. Vendors may contact DemandStar regarding an agency level subscription option that allows vendors to download bid documents and transact business with any one (1) agency for free. If a vendor chooses to increase the number of agencies beyond their single agency, subscription fees based on the level of service chosen will apply.

Documents may be purchased from Onvia DemandStar. The cost for copies of documents purchased from Onvia DemandStar is established per document and the cost information is published as part of the specific document detail, subsection "Pre Bid Conference" on the Onvia DemandStar web pages.

Award Document/Recommendations appear on the Onvia DemandStar web page.

Notices of Source Selections appear on the Onvia DemandStar web page and the County's web page (Financial Management – Purchasing Division).

A.02 BID AND PROPOSAL DOCUMENTS (Continued)

Onvia DemandStar may be directly contacted at <http://demandstar.com>, or by calling 800-331-5537, if you have any questions.

IMPORTANT NOTE: AUTOMATED NOTICES OF ADDENDA ARE ISSUED ONLY VIA THE ONVIA DEMANDSTAR "PLANHOLDER" DISTRIBUTION SYSTEM

IF YOU OBTAIN A COPY OF THIS BID OR PROPOSAL DOCUMENT FROM OTHER THAN REGISTERING WITH ONVIA DEMANDSTAR WEB SERVICE FOR THIS SPECIFIC DOCUMENT – YOU SHALL NOT RECEIVE AUTOMATED NOTIFICATIONS OF ADDENDA.

IT IS THE RESPONSIBILITY OF EACH BIDDER OR PROPOSER, PRIOR TO SUBMITTING THEIR BID OR PROPOSAL, TO CONTACT THE MANATEE COUNTY PURCHASING OFFICE (see contact information on page one) TO DETERMINE IF ADDENDA WERE ISSUED AND TO MAKE SUCH ADDENDA A PART OF THEIR BID OR PROPOSAL.

Please contact the individual named on the first page of this bid or proposal document, if you have questions on this instruction.

A.03 BID FORM AND PROPOSAL DELIVERY REQUIREMENTS

Any bids or proposals received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder or proposer to have their bid or proposal delivered to the Manatee County Purchasing Office for receipt on or before the stated time and date. If a bid or proposal is sent by U.S. Mail, the bidder or proposer shall be responsible for its timely delivery to the Purchasing Office. Bids or proposals delayed by mail shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the respondent's request and expense.

A.04 CLARIFICATION & ADDENDA

Each bidder or proposer shall examine all Invitation For Bid or Request for Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to this Invitation For Bid or Request for Proposal shall be made through the Manatee County Purchasing Office. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

If any addenda are issued to this Invitation For Bid or Request for Proposal, the County will BROADCAST THE ADDENDA ON ONVIA DEMANDSTAR TO "PLANHOLDERS" IDENTIFIED ON THIS WEB SERVICE, however, it shall be the responsibility of each bidder or proposer, prior to submitting their bid or proposal, to contact the Manatee County Purchasing Office (see contact information on page 1) to determine if addenda were issued and to make such addenda a part of their bid or proposal.

A.05 SEALED & MARKED

Three signed copies of your bid shall be submitted in one sealed package, clearly marked on the outside "Sealed Bid #09-0748DC 63rd Avenue East Bridge #134042 Over Pearce Canal" with your company name.

Address package to: Manatee County Purchasing Office
1112 Manatee Avenue West, Suite 803
Bradenton, Florida 34205

A.06 LEGAL NAME

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

A.07 BID AND PROPOSAL EXPENSES

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

A.08 IRREVOCABLE OFFER

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

A.09 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all bids or proposals, to waive irregularities and technicalities, and to request resubmission. Also, the County reserves the right to accept all or any part of the bid or proposal and to increase or decrease quantities to meet additional or reduced requirements of the County. Any sole response received by the first submission date may or may not be rejected by the County depending on available competition and current needs of the County. For each item or for all items combined, the bid of the lowest responsive, responsible bidder will be accepted, unless all bids are rejected. The lowest responsive bidder shall mean that bidder who makes the lowest bid to sell goods and/or services of a quality which conforms closest to or most exceeds the quality of goods and/or services set forth in the attached specifications or otherwise required by the County, and who is fit and capable to perform the bid as made.

To be responsive, a bidder or proposer shall submit a bid or proposer which conforms in all material respects to the requirements set forth in this Invitation For Bid or Request for Proposal. To be a responsible bidder or proposer, the bidder or proposer shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any bidder to deliver the goods or service requested. Information the County deems necessary to make this determination shall be provided by the bidder. Such information may include, but shall not be limited to: current financial statements, verification of availability of equipment and personnel, and past performance records.

A.10 APPLICABLE LAWS

Bidder or proposer 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 any Manatee County procurement shall be in accordance with Manatee County Purchasing Code Ordinance 08-43, as amended. Any actual or prospective bidder or proposer who is aggrieved in connection with the solicitation or award of a contract may protest to the Board of County Commissioners of Manatee County as required in Section 2-26/61 of the Purchasing Code.

A protest with respect to this Invitation For Bid or Request for Proposal shall be submitted in writing prior to the scheduled opening date of this bid or proposal, unless the aggrieved person did not know and could not have been reasonably expected to have knowledge of the facts giving rise to such protest prior to the scheduled opening date of this bid or proposal. The protest shall be submitted within seven calendar days after such aggrieved person knows or could have reasonably been expected to know of the facts giving rise thereto.

A.11 CODE OF ETHICS

With respect to this bid or proposal, if any bidder or proposer violates or is a party to a violation of the Code of Ethics of Manatee County per Manatee County Purchasing Code Ordinance 08-43, Article 3, Ethics in Public Contracting, and/or the state of Florida per Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such bidder or proposer may be disqualified from performing the work described in this bid or proposal or from furnishing the goods or services for which the bid or proposal is submitted and shall be further disqualified from submitting any future bids or proposals for work or for goods or services for Manatee County.

The County anticipates that all statements made and materials submitted in a bid or proposal will be truthful. If a bidder or proposer is determined to be untruthful in its bid or proposal or any related presentation, such bidder or proposer may be disqualified from further consideration regarding this Invitation For Bid or Request For Proposal.

A.12 COLLUSION

By offering a submission to this Invitation For Bid or Request for Proposal, the bidder or proposer certifies that he has not divulged, discussed or compared their bid or proposal with other bidder or proposer, and has not colluded with any other bidder or proposer or parties to this bid or proposal whatsoever. Also, bidder or proposer certifies, and in the case of a joint bid or proposal 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 or proposal have not been knowingly disclosed by the bidder or proposer and will not knowingly be disclosed by the bidder or proposer, prior to the scheduled opening, directly or indirectly to any other bidder or to any competitor;

A.12 COLLUSION (cont'd)

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

A.13 BID OR PROPOSAL FORMS

Bids or proposals must be submitted on attached County forms, although additional pages may be attached. **Bidders or proposers must fully comply with all bid or proposal specifications, terms and conditions.** Failure to comply shall result in contract default, whereupon, the defaulting vendor shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by the County.

A.14 DISCOUNTS

Any and all discounts must be incorporated in the prices contained in the bid or proposal; and not shown separately. The prices as shown on the bid or proposal form shall be the price used in determining award(s).

A.15 TAXES

Manatee County is exempt from Federal Excise and State Sales Taxes. (F.E.T. Exempt Cert. No. 59-78-0089K; FL Sales Tax Exempt Cert. No. **51-02-027548-53C**); therefore, the vendor is prohibited from delineating a separate line item in his bid or proposal for any sales or service taxes. Nothing herein shall affect the vendor's normal tax liability.

A.16 MATHEMATICAL ERRORS

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

A.17 DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the specifications, all equipment, materials and articles incorporated in the work covered by this contract shall be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the specifications, 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.18 MODIFICATION OF BID OR PROPOSAL SPECIFICATIONS

If a bidder wishes to recommend changes to the bid or proposal specifications, the bidder or proposer shall furnish in writing, data and information necessary to aid the County in evaluating the request to modify the specifications. The County is not obligated to make any changes to the bid or proposal specifications. Unless an addendum is issued as outlined in paragraph A.04, six calendar days prior to the opening date of this bid or proposal, the bid or proposal specifications shall remain unaltered. **Bidders or proposers must fully comply with the bid or proposal specifications, terms, and conditions.**

A.19 AMERICANS WITH DISABILITIES ACT

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

A.20 LOBBYING

After the issuance of any Invitation For Bid or Request For Proposal, prospective bidders, proposers or any agent, representative or person acting at the request of such bidder or proposer shall not contact, communicate with or discuss any matter relating in any way to the Invitation For Bid or Request For Proposal with any officer, agent or employee of Manatee County other than the Purchasing Director or as directed in the Invitation For Bid or Request For Proposal. This prohibition begins with the issuance of any Invitation For Bid or Request For Proposal, and ends upon execution of the final contract or when the invitation or request has been canceled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Purchasing Code.

The County reserves the right to amend or to add to the names listed as persons to contact. All amendments or additions to the names listed as persons to contact shall be issued by the Purchasing Office, in writing.

A.21 DRUG FREE WORK PLACE

The Manatee County Board of County Commissioners adopted a policy regarding bidders or proposers maintaining a Drug Free Work Place, prohibiting the award of bids or proposals to any person or entity that has not submitted written certification to the County that it has complied with those requirements [Reference Resolution R-93-22, Manatee County Purchasing Policies, Section 4, E (1) (a)]. A Drug Free Work Place Certification Form is attached to this bid or proposal for this purpose.

A.22 PUBLIC ENTITY CRIMES

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposer on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids or

A.22 PUBLIC ENTITY CRIMES (cont'd)

proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (as of 1/01/2005 is \$25,000) for a period of 36 months from the date of being placed on the convicted vendor list.

A.23 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

In accordance with Ordinance 08-43, adding Article 5, Manatee County Board of County Commissioners adopted a policy prohibiting the award of County contracts to persons, business entities, or affiliates of business entities who have not submitted written certification to the County that they have not been convicted of bribery, attempted bribery, collusion, restraints of trade, price fixing, and violations of certain environmental laws. A Non-Conviction Certification Form is attached for this purpose.

A.24 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Manatee County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all vendors that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids or proposals in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

A.25 MBE/WBE

The state of Florida, **Office of Supplier Diversity** provides the certification process and the database for identifying certified MBE/WBE firms. This service may be directly accessed at: <http://www.osd.dms.state.fl.us/iframe.htm>

If you have any questions regarding this State service, please contact their office at (850) 487-0915.

A.26 DISCLOSURE

Upon receipt, all inquires and responses to inquires related to this Invitation For Bid or Request For Proposal become "Public Records" and are subject to public disclosure consistent with Chapter 119, Florida Statutes.

Bids or proposals become "Public Records" ten (10) days after the bid or proposal opening or if an award decision is made earlier than this time as provided by Florida Statue 119.071. No announcement or review of the bid or proposal documents shall be conducted at the public opening of the bids or proposals.

NOTE: ANY OR ALL STATEMENTS CONTAINED IN THE FOLLOWING SECTIONS; BASIS OF AWARD, TERMS AND CONDITIONS OF THE CONTRACT, OR SPECIFICATIONS WHICH VARY FROM THE INFORMATION TO BIDDERS OR PROPOSERS SHALL HAVE PRECEDENCE.

SECTION 00020
BASIS OF AWARD

B.01 BASIS OF AWARD

Award shall be to the most responsive, responsible bidder meeting specifications and having the lowest Total Bid Price for **Bid "A,"** or the lowest Total Bid Price for **Bid "B,"** for the requirements listed on the Bid Form for the Work as set forth in this Invitation For Bid. 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 this Bid Document to the County's satisfaction within the prescribed time.

Two schedules for Completion of the Work shall be considered. Each bid for completion by the specific stated time shall be offered as a separate Total Bid Price. The County has the sole authority to select the bid based on the Completion Time which is in the best interest of the County. Only one award shall be made.

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

Whenever two or more bids are equal with respect to price, quality and service, the bid received from a local business 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 bids or neither of these bids are received from a local business, the award shall be determined by a chance drawing conducted by the Purchasing Office and open to the public.

Local business is defined as a business duly licensed and authorized to engage in the sale of goods and/or services to be procured, which has a place of business in Manatee County with full time employees at that location.

B.02 SUBCONTRACTORS

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

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

B.03 QUALIFICATIONS OF BIDDERS

Each bidder must secure all licenses required (in accordance with Chapter 489 Florida Statutes) for the Work which is the subject of this bid; and, upon request, shall submit a true copy of all applicable licenses. The minimum license requirement for this project is a **General Contractor's License**.

To demonstrate qualifications to perform the Work, each bidder must be prepared to submit within five days of County's request, written evidence such as financial data, previous experience, present commitments and other such data as may be requested. Bidder must be able to provide evidence of bidder's qualification to do business in the state of Florida. Each bidder shall submit as a portion of their bid a completed Contractor's Questionnaire included as Section 00430.

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

B.04 PREPARING CONTRACT

A written notice confirming award or recommendation thereof will be forwarded to the successful bidder accompanied by the required number of unsigned counterparts of the agreement. Within ten (10) days thereafter, successful bidder shall sign and deliver the required number of counterparts of the agreement with any other required documents to County. (Note: Contract must be approved and executed by Manatee County Board of County Commissioners to be valid.)

SECTION 00030

GENERAL TERMS AND CONDITIONS OF THE CONTRACTC.01 CONTRACT FORMS

The agreement resulting from the acceptance of a bid shall be in the form of the agreement stated in this bid.

C.02 ASSIGNMENT OF CONTRACT

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

C.03 COMPLETION OF WORK

The Work will be substantially complete and ready for occupancy within the specific calendar days from the date the Contract Time commences to run (upon issuance of Notice to Proceed). Two bids shall be considered based on **220** calendar days and based on **160** calendar days. The County has the sole authority to select the bid based on the Completion time which is in the best interest of the County. Only one award shall be made.

C.04 LIQUIDATED DAMAGES

If the contractor refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will hinder its completion within the time specified, the County may seek damages. The actual damages for delay will be impossible to determine and in lieu thereof, the contractor shall pay to the Owner the sum of **\$2,121** as fixed, agreed, and liquidated damages for each calendar day of the delay until the Work is finally accepted by the County and the contractor and his Surety shall be liable for the amount thereof.

C.05 PAYMENT

Contractor may apply for partial payment on monthly estimates, based on the amount of Work done or completed in compliance with the provisions of the contract. Contractor shall submit an application, on a form provided or approved by the County, of an approximate estimate of the proportionate value of the Work done, items and locations of the Work performed up to and including the last day of the period then ending. The County will then review said estimate and make any necessary revisions so that the estimate can receive approval for payment. If the contractor and the County do not agree on the approximate estimate of the proportionate value of the Work done for any pay period, the determination of the County will be binding. The amount of said estimate after deducting any required retainage and all previous payments shall be due and payable to the contractor within 20 days after the pay estimate has been approved by the County. Any Periodical Pay Estimate signed by the contractor shall be final as to the contractor for any or all work covered by the Periodical Pay Estimate. It is the contractor's responsibility for the care of any stored materials. Any damage to or loss of said materials is the responsibility of the contractor.

00030-1

C.05 PAYMENT (cont'd)

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

The contractor agrees to furnish an affidavit stating that all laborers, materialmen, and subcontractors have been paid on the project for Work covered by the application for payment and that a partial or complete release of lien, as may be necessary, be properly executed by the materialmen, laborers, subcontractors on the project for Work covered by the application for payment, sufficient to secure the County from any claim whatsoever arising out of the aforesaid Work.

When the contractor has completed the Work in compliance with the terms of the Contract Documents, he shall notify the County in writing that the project is ready for final inspection. The County will then advise the contractor as to the arrangements for final inspection and what Work, if any, is required to prepare the project or a portion thereof for final inspection. When the County determines the project or portion thereof is ready for final inspection, the County shall perform same. Upon completion of final inspection, the County will notify contractor of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies. When all such errors have been corrected, a final reinspection will be made. The process will be repeated until, in the opinion of the County, the project has been completed in compliance with the terms of the Contract Documents.

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

C.06 RETAINAGE

A **retainage** of 2.5% of the total contract amount shall be withheld from payments after 75% completion of the Work. Upon substantial completion, this retainage shall be reduced to 1% of the total contract amount plus such amount as the Owner may reasonably deem necessary to repair, replace, complete or correct any damaged, defective, incorrect or incomplete work. Upon final acceptance, the remaining retainage shall be included in the final payment.

C.07 WARRANTY AND GUARANTEE PROVISIONS

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

C.07 WARRANTY AND GUARANTEE PROVISIONS (cont'd)

equipment, and workmanship furnished and installed by the contractor is warranted and guaranteed by the contractor to be such as to meet the required standards and to accomplish the purposes and functions of the project as defined, detailed, and specified herein. The Owner shall, following discovery thereof, promptly give written notice to the contractor of faulty materials, equipment, or workmanship within the period of the guarantee and the contractor shall promptly replace any part of the faulty equipment, material, or workmanship at his own cost. These warranty and guarantee provisions create no limitations on the Owner as to any claims or actions for breach of guaranty or breach of warranty that the Owner might have against parties other than the contractor, and do not constitute exclusive remedies of the Owner against the contractor.

C.08 ROYALTIES AND PATENTS

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

C.09 AUTHORIZED PRODUCT REPRESENTATION

The contractor, 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 the County's sole discretion, be deemed a breach of contract, and shall constitute grounds for the County's immediate termination of the contract.

C.10 REGULATIONS

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

C.11 CANCELLATION

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

C.12 INDEMNIFICATION

The contractor covenants and agrees to indemnify and save harmless the County, its agents and employees, from and against all claims, suits, actions, damages, causes of action, or judgments arising out of the terms of the resulting agreement for any personal injury, loss of life, or damage to the property sustained as a result of the performance or non-performance of services or delivery of goods; from and

C.12 INDEMNIFICATION (cont'd)

against any orders, judgments, or decrees, which may be entered against the County, its agents or employees; and from and against all costs, attorney's fees, expenses and other liabilities incurred in the defense of any such claim, suit or action, and the investigation thereof. Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of the County as set forth in Florida Statute Section 768.28.

C.13 MANUALS, SCHEMATICS, HANDBOOKS

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

C.14 INSURANCE

The contractor will not commence work under a contract until all insurance under this section and such insurance coverage as might be required by the County has been obtained. The contractor shall obtain, and submit to Purchasing within 15 calendar days of request, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

a. Workers' Compensation/Employers' Liability

Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by Florida Worker's Compensation Act or any other coverage required by the contract documents which are customarily insured under Part One of the standard Worker's Compensation Policy.

Part Two - The minimum amount of coverage required by the contract documents which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

<u>\$100,000</u>	(Each Accident)
<u>\$500,000</u>	(Disease-Policy Limit)
<u>\$100,000</u>	(Disease-Each Employee)

b. Commercial General Liability

The limits are to be applicable only to work performed under this contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 03) to a Commercial General Liability Policy with the following minimum limits.

General Aggregate:

Products/Completed Operations Aggregate	<u>\$1,000,000</u>
Personal and Advertising Injury	<u>\$300,000</u>
Each Occurrence	<u>\$300,000</u>
Fire Damage (Any One Fire)	\$ Nil
Medical Expense (Any One Person)	\$ Nil

C.14 INSURANCE (cont'd)c. Business Auto Policy

Each Occurrence Bodily Injury and Property Damage Liability Combined	<u>\$300,000</u>
Annual Aggregate (if applicable):	<u>\$1,000,000</u>

d. Owners Protective Liability Coverage

The minimum OPC Policy limits per occurrence and, if subject to an aggregate, annual aggregate to be provided by the contractor shall be the same as the amounts shown above as the minimum per occurrence and general policy aggregate limits respectively required for the Commercial General Liability coverage. The limits afforded by the OPC Policy and any excess policies shall apply only to the Owner and the Owner's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this contract.

e. Property Insurance

If this contract includes construction of or additions to above ground buildings or structures, contractor 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).

f. Installation Floater

If this contract does not include construction of or additions to above ground building or structures **but does involve** the installation of machinery or equipment, contractor 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).

g. Certificates of Insurance and Copies of Policies

Certificates of Insurance in triplicate evidencing the insurance coverage specified in the six above paragraphs a., b., c., d., e. and f., shall be filed with the Purchasing Director 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, project title and location of project. Insurance shall remain in force at least one year after completion and acceptance of the project by the County, in the amounts and types as stated herein, with coverage for all products and services completed under this contract.

ADDITIONAL INSURED: - The contractor shall name Manatee County as additional insured in each of the applicable policies.

If the initial insurance expires prior to the completion of operations and/or services by the contractor, renewal certificates of insurance and required copies of policies shall be furnished by the contractor and delivered to the Purchasing Director 30 days prior to the date of their expiration.

C.14 INSURANCE (cont'd)

Nothing herein shall in any manner create any liability of the County in connection with any claim against the contractor for labor, services, or materials, or of subcontractors; and nothing herein shall limit the liability of the contractor or contractor's sureties to the County or to any workers, suppliers, materialmen or employees in relation to this contract.

C.15 BID BOND/CERTIFIED CHECK

By offering a submission to this Invitation For Bid the bidder agrees, should the bidder's bid be accepted, **to execute the form of contract and present the same to Manatee County for approval within ten (10) days after being notified of the awarding of the contract.** The bidder further agrees that failure to execute and deliver said form of contract within ten (10) 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 a contract, as prescribed by Manatee County, the bid bond/certified check accompanying the bid shall be forfeited to Manatee County as agreed liquidated damages. If the County enters into a contract with a bidder, or if the County rejects any and/or all bids, accompanying bond will be promptly returned.

C.16 PERFORMANCE AND PAYMENT BONDS

The successful bidder shall furnish surety bonds as security for faithful performance of the contract awarded as a result of this bid, and for the payment of all persons performing labor and/or furnishing material in connection therewith. Surety of such bonds shall be in an amount equal to the bid award (100% each) and from a duly authorized and nationally recognized surety company, authorized to do business in Florida, satisfactory to this County. The attorney-in-fact who signs the bonds must file with the bonds a certificate and effective dated copy of power-of-attorney. (Reference Florida Statute 255.05)

Furnishing the performance and payment bonds shall be requisite to execution of a contract with the County. Said performance and payment bonds will remain in force for the duration of the contract with the premiums paid by the contractor. Failure of successful bidder to execute such contract and to supply the required bonds shall be just cause for annulment of the award. The County may then contract with another acceptable bidder or readvertise this Invitation For Bid. If another bidder is accepted, and notice given within 90 days after the opening of bids, this acceptance shall bind the bidder as though they were originally the successful bidder.

Failure of the County at any time, to require performance by the contractor of any provisions set out in the contract will in no way affect the right of the County, thereafter, to enforce the provisions. Bonds shall remain in effect for one year after final payment becomes due.

C.17 PROJECT SCHEDULE

The successful bidder will be required to submit a detailed construction schedule upon notification of award or its intent.

C.18 NO DAMAGES FOR DELAY

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

C.19 NO INTEREST

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

C.20 CONSTRUCTION OF CONTRACT

This contract and the rights and responsibilities hereunder shall not be construed more strongly against either party, regardless of the extent to which such party may have participated in the preparation hereof.

SECTION 00100
INSTRUCTIONS TO BIDDERS

D.01 THE WORK

The Work is generally described as the reconstruction/replacement of the Pearce Canal Bridge and related work as outlined in this Invitation For Bid document. Construction and record drawings are required of the successful bidder and shall fully meet the requirements of all current federal, state and county laws, rules, regulations and standards, with the most stringent applying.

D.02 SUBCONTRACTORS, SUPPLIERS AND OTHERS

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

If apparent successful bidder declines to make any such substitution, Owner may award the contract to the next lowest qualified bidder that proposes to use acceptable subcontractors, suppliers, and other persons who Owner does not make written objection to. Contractor shall not be required to employ any subcontractor, supplier, other person or organization who contractor has reasonable objection to. Subcontractors shall be bound by the terms and conditions of this contract insofar as it applies to their Work, but this shall not relieve the prime contractor from the full responsibility to the Owner for the proper completion of all Work to be executed under this contract.

Bid Form includes duplication of the bid items where the bidder shall state the percentage of work (for informational purposes) and a description of the work (of each item) which shall be performed by a subcontractor. Note: There are no subcontractor limitation requirements for this project.

D.03 BIDS

Bids are to be submitted in triplicate, one original and two copies, upon the County supplied forms. All blank spaces must be filled in as noted with amounts extended and totaled and no changes shall be made in the wording of the forms or in the items mentioned therein. In the event a change is made in your submittal, the bidder shall write their initials by the change. Any bid may be rejected which contains any omissions, alterations, irregularities of any kind, or which shall in any manner fail to conform to bid requirements.

D.03 BIDS (cont'd)

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.

D.04 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

It is the responsibility of each bidder before submitting a bid, to (a) examine the Bid Documents thoroughly; (b) visit the site 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 Bid Documents; and (e) notify Owner of all conflicts, errors, or discrepancies in the Bid Document. The accuracy of the existing utility locations shown on the plans is approximate and without expressed or implied warranty. Each bidder may, at bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions at or contiguous to the site 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 Contract Documents.

Owner will provide each bidder access to the site to conduct such explorations and tests. bidder shall fill all holes, clean up and restore the site 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 contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

INSTRUCTIONS TO BIDDERS

SECTION 00110 SPECIAL PROVISIONS

D.05 PROJECT SPECIFICATIONS

The Contractor shall follow the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2007 Edition for roadway construction.

The Contractor's work shall follow the Manatee County Public Works Utility Standards and Specifications (dated June 2007) for the water main and force main work.

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

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

TS-01 Special Terms and Conditions

1. The Contractor shall prepare and submit for approval a detour route and traffic maintenance plan. The Contractor shall provide and maintain the detour route and maintenance of traffic plan for the duration of the construction. All existing Manatee County signs that conflict with construction operation shall be removed, stockpiled and relocated by the Contractor. Sign removal shall be only as directed by the Engineer. The Contractor shall prepare Traffic Control Plans (including Signing and Pavement Marking) signed and sealed by an Engineer registered in Florida. Traffic Control Plans shall be submitted to the Engineer for approval, two weeks prior to commencing work. Any such plans will conform to MUTCD and FDOT Design Standards. Prior to any roadway closure a minimum of two weeks notice must be given to all affected agencies (Fire, Emergency Medical, etc.), local residents and Manatee County.
2. 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 uses of temporary erosion control features. The plan shall include:

- A. Synthetic bales barriers designed, furnished, and installed by the Contractor in accordance with FDOT Section 104-6-4, and FDOT Design Standard, Index No. 102.
- B. 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.

D.05 PROJECT SPECIFICATIONS (cont'd)

3. 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.

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.

4. The Work shall include furnishing, placing and maintaining construction stakes necessary for the successful completion of the Work; all in accordance with FDOT Section 5-7. In FDOT Section 5-7, all reference to the Department shall mean Manatee County.

It is emphasized that the Contractor shall be responsible for the engineering and survey layout of the Work and that the cost of performing such Work shall be included in the bid prices for the various bid items or considered incidental to those items.

5. 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 registered 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:

- A. Traffic Maintenance Plan
- B. Erosion Control Plan
- C. Shop Drawings listed in the Plans

6. 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. Bid Item Number 3, Utility Coordination, is a lump sum quantity.

D.06 RECORD DRAWINGS

The following information is required:

- A. All underground piping with elevations and dimensions, changes to piping locations, horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements. Actual installed pipe material, class, etc. Locations and elevation of bridge deck and approach shall be shown every 25 feet measured along the centerline. Dimensions at these locations shall indicate distance from the baseline of survey.

D.06 RECORD DRAWINGS (cont'd)

- B. Field changes of dimension and detail.
- C. Changes made by Field Order or by Change Order.
- D. Details not on original contract drawings.
- E. Equipment and piping relocations.
- F. The locations of all headwalls, pipes, and any other structures shall be located by station and offset.
- G. Elevations shall be provided for all approach slabs, bridge abutments and low member clearance. Bench marks and elevation datum shall be indicated.

A complete set of surveyed "As-builts" records shall be kept by the contractor. These records shall show all items of Work, existing features of utilities revealed by excavation work. The records shall be kept in a professional manner in a form which shall be approved by the County prior to the Work; and 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 Registered 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.

Prior to final payment, the contractor shall return to the County, one (1) set of record drawing diskettes, one set of 24" x 36" mylar record drawings at a 1" = 20' scale, horizontally and a 1" = 2' vertically, two sets of signed and sealed certified record drawing prints.

All Digital Drawings shall be identical to those submitted as hard copy. The Digital Drawing files shall be AutoCAD DXF format (Release 2005) and shall include all external reference drawings, text fonts, shape files and all other files necessary to make use of the drawings. The files shall be submitted on CD and may be compressed with PKZIP (version 2.04G or previous) as necessary.

D.07 PROJECT IDENTIFICATION AND SIGNS

- A. The Contractor shall be responsible for furnishing, installing, and maintaining two County project identification signs and removal of same upon completion of construction. The identification signs shall not be less than 32 square feet in area. The signs shall be painted with graphic content to include:
 - 1. Title of Project
 - 2. Name of Owner
 - 3. Names and titles of authorities, as directed by Owner
 - 4. Prime Contractor
 - 5. Major Subcontractors
 - 6. 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.

D.07 PROJECT IDENTIFICATION AND SIGNS (cont'd)

The signs shall be a minimum 8 foot in width and 4 foot in height. The signs shall be constructed of high density 3/4" 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. Painting shall be performed by experienced professionals. 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.

- B. Method of Measurement: The quantity to be paid for under this Section shall be one lump sum quantity which shall be included under Pay Item Number 101-1, Mobilization.
- C. Basis of Payment: The lump sum quantity for the bid item Mobilization, measured as provided above, shall be paid for at the contract unit price per lump sum.

D.08 PROJECT SCHEDULE

The Contractor shall submit a detailed construction bar chart schedule within 10 days of the notification of award or its intent for the County to review. The submittal shall meet the following requirements

- A. Schedule will be submitted on a standard drawing sheet, size 11 x 17 inches.
- B. The time scale (horizontal) shall be in weeks. The activities shall be listed on the left hand side (vertical).
- C. Activities shall show most Work activities. The listing from top to bottom shall be in a logical manner of which 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 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 Contractor intends to accomplish the Work to meet the contractual completion date. The form and method employed by Contractor shall be the same as for the original Work schedule.

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

INSTRUCTIONS TO BIDDERS

SECTION 01380 CONSTRUCTION PHOTOGRAPHS

D.09 PART 1: GENERAL

1.01 REQUIREMENTS INCLUDED

- A. 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 video tapes of all areas and/or specified in the Contract specifications.
- B. 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 floppy disks and CD-ROMs. See discussion under added Paragraph 1.05 entitled, "Digital Photographic Records."

1.02 QUALIFICATIONS

- A. All photography shall be done by a competent camera operator who is fully experienced and qualified with the specified equipment
- B. For the video tape 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.

1.03 PROJECT PHOTOGRAPHS

- A. 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.
- B. Provide three (3) prints of each standard photograph and, in addition to the CD-ROM media, one (1) print of each digital/digitized photograph.
- C. Provide 3 prints of each photograph to the Engineer.
- D. Negatives:
 - 1. 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.
 - 2. Photographer shall agree to furnish additional prints to Owner and Engineer 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.
- E. The Contractor shall pay all cost associated with the required photography and prints. Any parties requiring additional photography or prints will pay the photographer directly.

- F. All project photographs shall be a single weight, color image. All finishes shall smooth surface and glossy, and all prints shall be 8 inches x 10 inches.
- G. 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 photography and the photographers numbered identification of exposure.
- H. 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 Engineer at each period of photography for instructions concerning views required.
- I. The Contractor shall provide photographs of the sites of the proposed pumping stations prior to the beginning of construction (if applicable). Views shall be as required by Engineer.
- J. The Contractor shall deliver prints in conformance with the above requirements to the Engineer. No construction shall begin until pre-construction photographs are completed and submitted to the Engineer.

1.04 VIDEO TAPE RECORDINGS

- A. Videotaping may be used in lieu of construction photographs.
- B. Videotaping shall be accomplished along all routes that are scheduled for construction. Videotaping shall include full taping of both sides of all streets for which construction is to be performed. All videotaping shall be in full color.
- C. The taping shall, when viewed, depict an image with $\frac{1}{4}$ of the image being the roadway fronting of property and $\frac{3}{4}$ of the image being of the property. The taping shall be done so as to show the roadway and property in an oblique view (30 degrees).
- D. A complete view, in sufficient detail, of all driveways, with audio description of the exact location shall be provided.
- E. 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.
- F. Two complete sets of video tapes shall be delivered to the Engineer for the permanent and exclusive use of the Engineer prior to the start of any construction on the project.
- G. All video tapes 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.

SECTION 00300

BID "A" - BID FORM

For: 63rd Avenue East Bridge #134042 Over Pearce Canal

TOTAL BID PRICE: \$ _____ based on **completion time of 220** calendar days.

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 Bid Price." The County has the sole authority to select the bid based on the Completion Time which is in the best interest of the County. Only one award shall be made.

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

We understand that the bid specifications, terms, and conditions in their entirety shall be made a part of any agreement or contract between Manatee County and the successful bidder. Failure to comply shall result in contract default, whereupon, the defaulting contractor shall be required to pay for any and all reprocurment costs, damages, and attorney fees as incurred by the County.

Communications concerning this Bid shall be addressed as follows:

Person's Name: _____

Address: _____ Phone: _____

Date: _____

COMPANY'S NAME: _____

AUTHORIZED SIGNATURE(S): _____

Name and Title of Above Signer(s)

CO. MAILING ADDRESS: _____

Email address: _____

TELEPHONE: () _____ FAX: () _____

Acknowledge Addendum Nos. _____ Dated: _____

SECTION 00300 BID FORM

IFB #09-0748DC

(Submit in Triplicate)

63rd AVENUE EAST BRIDGE #134042 OVER PEARCE CANAL

(Bid "A" - Based on Completion Time of 220 calendar days)

	FDOT ITEM	DESCRIPTION	U/M	QTY.	BID PRICE PER UNIT	EXTENDED PRICE
ROADWAY IMPROVEMENTS						
1	101-1	MOBILIZATION	LS	1		\$
2	102-1	MAINTENANCE OF TRAFFIC	LS	1		\$
3		UTILITY COORDINATION	LS	1		\$
4	104-10-2	SYNTHETIC BALES	LF	180.0	\$	\$
5	104-11	TURBIDITY BARRIER FLOATING	LF	675	\$	\$
6	104-13-1	SILT FENCE STAKED	LF	2050	\$	\$
7	110-1-1	CLEARING AND GRUBBING	LS	1		\$
8	110-3	STRUCTURES REMOVAL OF EXISTING	LS	1		\$
9	110-4	PAVEMENT REMOVAL OF EXISTING CONCRETE	SY	85	\$	\$
10	110-7-1	MAILBOX (F&I) (SINGLE)	EA	3	\$	\$
11	120-1	EXCAVATION REGULAR	CY	4603	\$	\$
12	120-2-2	EXCAVATION BORROW (TRUCK MEASURE)	CY	9653	\$	\$
13	121-70	FLOWABLE FILL	CY	19	\$	\$
14	160-4	STABILIZATION TYPE B	SY	4029	\$	\$
15	285-706	BASE (OPTIONAL GROUP 6)	SY	3753	\$	\$
16	327-70-19	MILLING EXISTING ASPHALT PAVEMENT (3/4" AVERAGE DEPTH)	SY	636	\$	\$
17	334-1-13	ASPHALTIC CONCRETE TYPE S-III (OR SP-9.5)	TN	502.1	\$	\$
18	339-1	ASPHALT PAVEMENT MISCELLANEOUS	TN	2.4	\$	\$
19	360-1	CONCRETE APPROACH SLABS WITH REINFORCEMENT	EA	2	\$	\$
20	400-1-15	CONCRETE CLASS I (MISCELLANEOUS)	CY	5	\$	\$
21	400-4-4	CONCRETE CLASS IV (SUPERSTRUCTURE)	CY	61	\$	\$
22	400-4-5	CONCRETE CLASS IV (SUBSTRUCTURE)	CY	130	\$	\$
23	400-7	BRIDGE DECK GROOVING, LESS THAN 8.5"	SY	446	\$	\$
24	400-128	GROUTING PRECAST DECK PANELS (NON SHRINK GROUT)	LF	731	\$	\$
25	415-1-4	REINFORCING STEEL (SUPERSTRUCTURE)	LB	3957	\$	\$
26	415-1-5	REINFORCING STEEL (SUBSTRUCTURE)	LB	25993	\$	\$
27	425-1-521	INLET (DT BOT) (TYPE C)	EA	1	\$	\$
28	425-1-541	INLET (DT BOT) (TYPE D)	EA	1	\$	\$
29	425-2-41	MANHOLES (J-7) (<10) (CONFLICT STRUCTURE) (INC. DIP & FITTINGS)	EA	1	\$	\$
30	425-2-91	MANHOLES (J-8) (<10)	EA	2	\$	\$
31	425-5	MANHOLE (ADJUST)	EA	3	\$	\$
32	425-6	VALVE BOXES (ADJUST)	EA	5	\$	\$
33	425-10	YARD DRAINS	EA	2	\$	\$
34		PIPE CONCRETE CULVERT (CLASS II) (18" SS)	LF	14	\$	\$
35	430-175-102	PIPE CONCRETE CULVERT (CLASS II) (36" SS)	LF	881	\$	\$
36	430-175-103	PIPE CONCRETE CULVERT (CLASS II) (42" SS)	LF	432	\$	\$
37	430-963-01	PIPE PVC (BACK OF SIDEWALK DRAINAGE) (4")	LF	50	\$	\$
38	430-963-02	PIPE PVC (BACK OF SIDEWALK DRAINAGE) (15")	LF	27	\$	\$
39	430-984-138	MITERED END SECTION (CONC PIPE ROUND) (36" SD)	EA	3	\$	\$
40	450-88-15	PRESTRESSED SLAB UNITS TRANSVERSELY POST TENSIONED	SF	3033	\$	\$
41	455-14-5	PRECAST CONCRETE CORNER PILE (MK-CP1)(4 PIECES)	LF	80	\$	\$

SECTION 00300 BID FORM

(Submit in Triplicate)

63rd AVENUE EAST BRIDGE #134042 OVER PEARCE CANAL

(Bid "A" - Based on Completion Time of 220 calendar days)

	FDOT ITEM	DESCRIPTION	U/M	QTY.	BID PRICE PER UNIT	EXTENDED PRICE
42	455-14-5	PRECAST CONCRETE SHEET PILE (MK-SP-1)(53 PIECES)	LF	1060	\$	\$
43	455-34-3	CONCRETE PILING FURNISHED & DRIVEN (18" SQ)	LF	810	\$	\$
44	455-143-3	CONCRETE PILING PRESTRESSED (18" SQ)	LF	90	\$	\$
45	520-1-10	CURB AND GUTTER CONCRETE (TYPE F)	LF	992	\$	\$
46	521-5-1	CONCRETE TRAFFIC RAILING (32" VERTICAL FACE)	LF	70	\$	\$
47	522-1	SIDEWALK CONCRETE (4" THICK)	SY	527	\$	\$
48	522-2	SIDEWALK CONCRETE (6" THICK)	SY	282	\$	\$
49	530-3-3	RIPRAP (RUBBLE) (BANK AND SHORE)	TN	119	\$	\$
50	536-73	GUARDRAIL REMOVAL	LF	11	\$	\$
51	570-1-2	PERFORMANCE TURF	SY	6,192	\$	\$
52	706-3	RETRO-RFLECTIVE PAVEMENT MARKER	EA	62	\$	\$
53	710-11-122	TRAFFIC STRIPE SOLID (PAINT) (WHITE) (8")	LF	1420	\$	\$
54	710-11-124	TRAFFIC STRIPE SOLID (PAINT) (WHITE) (18")	LF	1120	\$	\$
55	711-11-121	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (WHITE) (6")	LF	480	\$	\$
56	711-11-221	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (YELLOW) (6")	LF	1500	\$	\$
		DISCRETIONARY WORK (ROADWAY)				\$300,000.00
		SUBTOTAL ROADWAY				\$
WATER IMPROVEMENTS						
57	1050-11-224	UTILITY PVC PIPE (F&I) (C-900) (MR) (DR 18, CLASS 150) (8")	LF	51	\$	\$
58	1050-11-224	UTILITY PVC PIPE (F&I) (C-905) (MR) (DR 18) (16")	LF	470	\$	\$
59	1050-11-324	UTILITY HDPE PIPE (F&I) (SR 9, CLASS 200) (16")	LF	125	\$	\$
60	1050-11-424	UTILITY DI PIPE (8") (F&I)	LF	20	\$	\$
61	1050-16-004	UTILITY PIPE (8" TRANSITE AC) (REMOVE AND DISPOSE)	LF	531	\$	\$
62	1050-18-004	UTILITY PIPE (8" TRANSITE AC) (PLUG AND PLACE OUT OF SERVICE)	LF	75	\$	\$
63	1055-11-214	UTILITY PVC FITTINGS (F&I) WATER 8" ELBOW (90 DEGREE)	EA	2	\$	\$
64	1055-11-214	UTILITY PVC FITTINGS (F&I) WATER 16" ELBOW (45 DEGREE)	EA	2	\$	\$
65	1055-11-224	UTILITY PVC FITTINGS (F&I) WATER 16" x 8" TEE	EA	2	\$	\$
66	1055-11-254	UTILITY PVC FITTINGS (F&I) WATER 16" PLUG	EA	2	\$	\$
67	1055-11-314	UTILITY HDPE FITTINGS (F&I) WATER 16" ELBOW (45 DEGREE)	EA	3	\$	\$
68	1080-11-404	VALVE ASSEMBLY GATE (F&I) (8")	EA	2	\$	\$
69	1080-11-404	VALVE ASSEMBLY BUTTERFLY (F&I) (16")	EA	2	\$	\$
70	1080-11-406	AIR RELEASE VALVE ASSEMBLY (F&I) (16")	AS	2	\$	\$
71	1644-133-08	FIRE HYDRANT (F&I) (TRAFFIC) (2 HOSE) (1" PUMP) (6")	EA	1	\$	\$
72	1698-199	SERVICE CONNECTIONS	EA	2	\$	\$
		DISCRETIONARY WORK (WATER)				\$10,000.00
		SUBTOTAL WATER				\$

DESCRIPTION	SUBTOTALS
ROADWAY SUBTOTAL	\$
WATER IMPROVEMENTS SUBTOTAL	\$
MISCELLANEOUS WORK AND CLEANUP	\$
TOTAL BID PRICE - BID "A"	\$

SECTION 00300 BID FORM
SUBCONTRACTORS PERCENTAGE

63rd AVENUE EAST BRIDGE #134042 OVER PEARCE CANAL
 (Bid "A" - Based on Completion Time of 220 calendar days)

	FDOT ITEM	DESCRIPTION	SUBCONTRACTOR		DESCRIPTION OF WORK BY SUBCONTRACTOR
			%	MBE/WBE	
ROADWAY IMPROVEMENTS					
1	101-1	MOBILIZATION			
2	102-1	MAINTENANCE OF TRAFFIC			
3		UTILITY COORDINATION			
4	104-10-2	SYNTHETIC BALES			
5	104-11	TURBIDITY BARRIER FLOATING			
6	104-13-1	SILT FENCE STAKED			
7	110-1-1	CLEARING AND GRUBBING			
8	110-3	STRUCTURES REMOVAL OF EXISTING			
9	110-4	PAVEMENT REMOVAL OF EXISTING CONCRETE			
10	110-7-1	MAILBOX (F&I) (SINGLE)			
11	120-1	EXCAVATION REGULAR			
12	120-2-2	EXCAVATION BORROW (TRUCK MEASURE)			
13	121-70	FLOWABLE FILL			
14	160-4	STABILIZATION TYPE B			
15	285-706	BASE (OPTIONAL GROUP 6)			
16	327-70-19	MILLING EXISTING ASPHALT PAVEMENT (3/4" AVERAGE DEPTH)			
17	334-1-13	ASPHALTIC CONCRETE TYPE S-III (OR SP-9.5)			
18	339-1	ASPHALT PAVEMENT MISCELLANEOUS			
19	360-1	CONCRETE APPROACH SLABS WITH REINFORCEMENT			
20	400-1-15	CONCRETE CLASS I (MISCELLANEOUS)			
21	400-4-4	CONCRETE CLASS IV (SUPERSTRUCTURE)			
22	400-4-5	CONCRETE CLASS IV (SUBSTRUCTURE)			
23	400-7	BRIDGE DECK GROOVING, LESS THAN 8.5"			
24	400-128	GROUTING PRECAST DECK PANELS (NON SHRINK GROUT)			
25	415-1-4	REINFORCING STEEL (SUPERSTRUCTURE)			
26	415-1-5	REINFORCING STEEL (SUBSTRUCTURE)			
27	425-1-521	INLET (DT BOT) (TYPE C)			
28	425-1-541	INLET (DT BOT) (TYPE D)			
29	425-2-41	MANHOLES (J-7) (<10) (CONFLICT STRUCTURE) (INC. DIP & FITTINGS)			
30	425-2-91	MANHOLES (J-8) (<10)			
31	425-5	MANHOLE (ADJUST)			
32	425-6	VALVE BOXES (ADJUST)			
33	425-10	YARD DRAINS			
34		PIPE CONCRETE CULVERT (CLASS II) (18" SS)			
35	430-175-102	PIPE CONCRETE CULVERT (CLASS II) (36" SS)			
36	430-175-103	PIPE CONCRETE CULVERT (CLASS II) (42" SS)			
37	430-963-01	PIPE PVC (BACK OF SIDEWALK DRAINAGE) (4")			
38	430-963-02	PIPE PVC (BACK OF SIDEWALK DRAINAGE) (15")			
39	430-984-138	MITERED END SECTION (CONC PIPE ROUND) (36" SD)			

**SECTION 00300 BID FORM
SUBCONTRACTORS PERCENTAGE**

63rd AVENUE EAST BRIDGE #134042 OVER PEARCE CANAL
(Bid "A" - Based on Completion Time of 220 calendar days)

	FDOT ITEM	DESCRIPTION	SUBCONTRACTOR		DESCRIPTION OF WORK BY SUBCONTRACTOR
			%	MBE/WBE	
40	450-88-15	PRESTRESSED SLAB UNITS TRANSVERSELY POST TENSIONED			
41	455-14-5	PRECAST CONCRETE CORNER PILE (MK-CP1)(4 PIECES)			
42	455-14-5	PRECAST CONCRETE SHEET PILE (MK-SP-1)(53 PIECES)			
43	455-34-3	CONCRETE PILING FURNISHED & DRIVEN (18" SQ)			
44	455-143-3	CONCRETE PILING PRESTRESSED (18" SQ)			
45	520-1-10	CURB AND GUTTER CONCRETE (TYPE F)			
46	521-5-1	CONCRETE TRAFFIC RAILING (32" VERTICAL FACE)			
47	522-1	SIDEWALK CONCRETE (4" THICK)			
48	522-2	SIDEWALK CONCRETE (6" THICK)			
49	530-3-3	RIPRAP (RUBBLE) (BANK AND SHORE)			
50	536-73	GUARDRAIL REMOVAL			
51	570-1-2	PERFORMANCE TURF			
52	706-3	RETRO-REFLECTIVE PAVEMENT MARKER			
53	710-11-122	TRAFFIC STRIPE SOLID (PAINT) (WHITE) (8")			
54	710-11-124	TRAFFIC STRIPE SOLID (PAINT) (WHITE) (18")			
55	711-11-121	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (WHITE) (6")			
56	711-11-221	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (YELLOW) (6")			
WATER IMPROVEMENTS					
57	1050-11-224	UTILITY PVC PIPE (F&I) (C-900) (MR) (DR 18, CLASS 150) (8")			
58	1050-11-224	UTILITY PVC PIPE (F&I) (C-905) (MR) (DR 18) (16")			
59	1050-11-324	UTILITY HDPE PIPE (F&I) (SR 9,CLASS 200) (16")			
60	1050-11-424	UTILITY DI PIPE (8") (F&I)			
61	1050-16-004	UTILITY PIPE (8" TRANSITE AC) (REMOVE AND DISPOSE)			
62	1050-18-004	UTILITY PIPE (8" TRANSITE AC) (PLUG AND PLACE OUT OF SERVICE)			
63	1055-11-214	UTILITY PVC FITTINGS (F&I) WATER 8" ELBOW (90 DEGREE)			
64	1055-11-214	UTILITY PVC FITTINGS (F&I) WATER 16" ELBOW (45 DEGREE)			
65	1055-11-224	UTILITY PVC FITTINGS (F&I) WATER 16" x 8" TEE			
66	1055-11-254	UTILITY PVC FITTINGS (F&I) WATER 16" PLUG			
67	1055-11-314	UTILITY HDPE FITTINGS (F&I) WATER 16" ELBOW (45 DEGREE)			
68	1080-11-404	VALVE ASSEMBLY GATE (F&I) (8")			
69	1080-11-404	VALVE ASSEMBLY BUTTERFLY (F&I) (16")			
70	1080-11-406	AIR RELEASE VALVE ASSEMBLY (F&I) (16")			
71	1644-133-08	FIRE HYDRANT (F&I) (TRAFFIC) (2 HOSE) (1 PUMP) (6")			
72	1698-199	SERVICE CONNECTIONS			

SECTION 00300

BID "B" - BID FORM

For: 63rd Avenue East Bridge #134042 Over Pearce Canal

TOTAL BID PRICE: \$ _____ based on **completion time of 160** calendar days.

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 Bid Price." The County has the sole authority to select the bid based on the Completion Time which is in the best interest of the County. Only one award shall be made.

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

We understand that the bid specifications, terms, and conditions in their entirety shall be made a part of any agreement or contract between Manatee County and the successful bidder. Failure to comply shall result in contract default, whereupon, the defaulting contractor shall be required to pay for any and all reprourement costs, damages, and attorney fees as incurred by the County.

Communications concerning this Bid shall be addressed as follows:

Person's Name: _____

Address: _____ Phone: _____

Date: _____

COMPANY'S NAME: _____

AUTHORIZED SIGNATURE(S): _____

Name and Title of Above Signer(s)

CO. MAILING ADDRESS: _____

Email address: _____

TELEPHONE: () _____ FAX: () _____

Acknowledge Addendum Nos. _____ Dated: _____

SECTION 00300 BID FORM

(Submit in Triplicate)

(Bid "B" - Based on Completion Time of 160 calendar days)

63rd AVENUE EAST BRIDGE #134042 OVER PEARCE CANAL

	FDOT ITEM	DESCRIPTION	U/M	QTY.	BID PRICE PER UNIT	EXTENDED PRICE
ROADWAY IMPROVEMENTS						
1	101-1	MOBILIZATION	LS	1		\$
2	102-1	MAINTENANCE OF TRAFFIC	LS	1		\$
3		UTILITY COORDINATION	LS	1		\$
4	104-10-2	SYNTHETIC BALES	LF	180.0	\$	\$
5	104-11	TURBIDITY BARRIER FLOATING	LF	675	\$	\$
6	104-13-1	SILT FENCE STAKED	LF	2050	\$	\$
7	110-1-1	CLEARING AND GRUBBING	LS	1		\$
8	110-3	STRUCTURES REMOVAL OF EXISTING	LS	1		\$
9	110-4	PAVEMENT REMOVAL OF EXISTING CONCRETE	SY	85	\$	\$
10	110-7-1	MAILBOX (F&I) (SINGLE)	EA	3	\$	\$
11	120-1	EXCAVATION REGULAR	CY	4603	\$	\$
12	120-2-2	EXCAVATION BORROW (TRUCK MEASURE)	CY	9653	\$	\$
13	121-70	FLOWABLE FILL	CY	19	\$	\$
14	160-4	STABILIZATION TYPE B	SY	4029	\$	\$
15	285-706	BASE (OPTIONAL GROUP 6)	SY	3753	\$	\$
16	327-70-19	MILLING EXISTING ASPHALT PAVEMENT (3/4" AVERAGE DEPTH)	SY	636	\$	\$
17	334-1-13	ASPHALTIC CONCRETE TYPE S-III (OR SP-9:5)	TN	502.1	\$	\$
18	339-1	ASPHALT PAVEMENT MISCELLANEOUS	TN	2.4	\$	\$
19	360-1	CONCRETE APPROACH SLABS WITH REINFORCEMENT	EA	2	\$	\$
20	400-1-15	CONCRETE CLASS I (MISCELLANEOUS)	CY	5	\$	\$
21	400-4-4	CONCRETE CLASS IV (SUPERSTRUCTURE)	CY	61	\$	\$
22	400-4-5	CONCRETE CLASS IV (SUBSTRUCTURE)	CY	130	\$	\$
23	400-7	BRIDGE DECK GROOVING, LESS THAN 8.5"	SY	446	\$	\$
24	400-128	GROUTING PRECAST DECK PANELS (NON SHRINK GROUT)	LF	731	\$	\$
25	415-1-4	REINFORCING STEEL (SUPERSTRUCTURE)	LB	3957	\$	\$
26	415-1-5	REINFORCING STEEL (SUBSTRUCTURE)	LB	25993	\$	\$
27	425-1-521	INLET (DT BOT) (TYPE C)	EA	1	\$	\$
28	425-1-541	INLET (DT BOT) (TYPE D)	EA	1	\$	\$
29	425-2-41	MANHOLES (J-7) (<10) (CONFLICT STRUCTURE) (INC. DIP & FITTINGS)	EA	1	\$	\$
30	425-2-91	MANHOLES (J-8) (<10)	EA	2	\$	\$
31	425-5	MANHOLE (ADJUST)	EA	3	\$	\$
32	425-6	VALVE BOXES (ADJUST)	EA	5	\$	\$
33	425-10	YARD DRAINS	EA	2	\$	\$
34	430-175-101	PIPE CONCRETE CULVERT (CLASS II) (18" SS)	LF	14	\$	\$
35	430-175-102	PIPE CONCRETE CULVERT (CLASS II) (36" SS)	LF	881	\$	\$
36	430-175-103	PIPE CONCRETE CULVERT (CLASS II) (42" SS)	LF	432	\$	\$
37	430-963-01	PIPE PVC (BACK OF SIDEWALK DRAINAGE) (4")	LF	50	\$	\$
38	430-963-02	PIPE PVC (BACK OF SIDEWALK DRAINAGE) (15")	LF	27	\$	\$
39	430-984-138	MITERED END SECTION (CONC PIPE ROUND) (36" SD)	EA	3	\$	\$
40	450-88-15	PRESTRESSED SLAB UNITS TRANSVERSELY POST TENSIONED	SF	3033	\$	\$
41	455-14-5	PRECAST CONCRETE CORNER PILE (MK-CP1)(4 PIECES)	LF	80	\$	\$

SECTION 00300 BID FORM

(Submit in Triplicate)

(Bid "B" - Based on Completion Time of **160** calendar days)**63rd AVENUE EAST BRIDGE #134042 OVER PEARCE CANAL**

	FDOT ITEM	DESCRIPTION	U/M	QTY.	BID PRICE PER UNIT	EXTENDED PRICE
42	455-14-5	PRECAST CONCRETE SHEET PILE (MK-SP-1)(53 PIECES)	LF	1060	\$	\$
43	455-34-3	CONCRETE PILING FURNISHED & DRIVEN (18" SQ)	LF	810	\$	\$
44	455-143-3	CONCRETE PILING PRESTRESSED (18" SQ)	LF	90	\$	\$
45	520-1-10	CURB AND GUTTER CONCRETE (TYPE F)	LF	992	\$	\$
46	521-5-1	CONCRETE TRAFFIC RAILING (32" VERTICAL FACE)	LF	70	\$	\$
47	522-1	SIDEWALK CONCRETE (4" THICK)	SY	527	\$	\$
48	522-2	SIDEWALK CONCRETE (6" THICK)	SY	282	\$	\$
49	530-3-3	RIPRAP (RUBBLE) (BANK AND SHORE)	TN	119	\$	\$
50	536-73	GUARDRAIL REMOVAL	LF	11	\$	\$
51	570-1-2	PERFORMANCE TURF	SY	6,192	\$	\$
52	706-3	RETRO-RFLECTIVE PAVEMENT MARKER	EA	62	\$	\$
53	710-11-122	TRAFFIC STRIPE SOLID (PAINT) (WHITE) (8")	LF	1420	\$	\$
54	710-11-124	TRAFFIC STRIPE SOLID (PAINT) (WHITE) (18")	LF	1120	\$	\$
55	711-11-121	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (WHITE) (6")	LF	480	\$	\$
56	711-11-221	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (YELLOW) (6")	LF	1500	\$	\$
		DISCRETIONARY WORK (ROADWAY)				\$300,000.00
		SUBTOTAL ROADWAY				\$
WATER IMPROVEMENTS						
57	1050-11-224	UTILITY PVC PIPE (F&I) (C-900) (MR) (DR 18, CLASS 150) (8")	LF	51	\$	\$
58	1050-11-224	UTILITY PVC PIPE (F&I) (C-905) (MR) (DR 18) (16")	LF	470	\$	\$
59	1050-11-324	UTILITY HDPE PIPE (F&I) (SR 9, CLASS 200) (16")	LF	125	\$	\$
60	1050-11-424	UTILITY DI PIPE (8") (F&I)	LF	20	\$	\$
61	1050-16-004	UTILITY PIPE (8" TRANSITE AC) (REMOVE AND DISPOSE)	LF	531	\$	\$
62	1050-18-004	UTILITY PIPE (8" TRANSITE AC) (PLUG AND PLACE OUT OF SERVICE)	LF	75	\$	\$
63	1055-11-214	UTILITY PVC FITTINGS (F&I) WATER 8" ELBOW (90 DEGREE)	EA	2	\$	\$
64	1055-11-214	UTILITY PVC FITTINGS (F&I) WATER 16" ELBOW (45 DEGREE)	EA	2	\$	\$
65	1055-11-224	UTILITY PVC FITTINGS (F&I) WATER 16" x 8" TEE	EA	2	\$	\$
66	1055-11-254	UTILITY PVC FITTINGS (F&I) WATER 16" PLUG	EA	2	\$	\$
67	1055-11-314	UTILITY HDPE FITTINGS (F&I) WATER 16" ELBOW (45 DEGREE)	EA	3	\$	\$
68	1080-11-404	VALVE ASSEMBLY GATE (F&I) (8")	EA	2	\$	\$
69	1080-11-404	VALVE ASSEMBLY BUTTERFLY (F&I) (16")	EA	2	\$	\$
70	1080-11-406	AIR RELEASE VALVE ASSEMBLY (F&I) (16")	AS	2	\$	\$
71	1644-133-08	FIRE HYDRANT (F&I) (TRAFFIC) (2 HOSE) (1 PUMP) (6")	EA	1	\$	\$
72	1698-199	SERVICE CONNECTIONS	EA	2	\$	\$
		DISCRETIONARY WORK (WATER)				\$10,000.00
		SUBTOTAL WATER				\$

DESCRIPTION	TOTALS
ROADWAY SUBTOTAL	\$
WATER IMPROVEMENTS SUBTOTAL	\$
MISCELLANEOUS WORK AND CLEANUP	\$
TOTAL BID PRICE - BID "B"	\$

**SECTION 00300 BID FORM
SUBCONTRACTORS PERCENTAGE**

63rd AVENUE EAST BRIDGE #134042 OVER PEARCE CANAL
(Bid "B" - Based on Completion Time of 160 calendar days)

	FDOT ITEM	DESCRIPTION	SUBCONTRACTOR		DESCRIPTION OF WORK BY SUBCONTRACTOR
			%	MBE/WBE	
ROADWAY IMPROVEMENTS					
1	101-1	MOBILIZATION			
2	102-1	MAINTENANCE OF TRAFFIC			
3		UTILITY COORDINATION			
4	104-10-2	SYNTHETIC BALES			
5	104-11	TURBIDITY BARRIER FLOATING			
6	104-13-1	SILT FENCE STAKED			
7	110-1-1	CLEARING AND GRUBBING			
8	110-3	STRUCTURES REMOVAL OF EXISTING			
9	110-4	PAVEMENT REMOVAL OF EXISTING CONCRETE			
10	110-7-1	MAILBOX (F&I) (SINGLE)			
11	120-1	EXCAVATION REGULAR			
12	120-2-2	EXCAVATION BORROW (TRUCK MEASURE)			
13	121-70	FLOWABLE FILL			
14	160-4	STABILIZATION TYPE B			
15	285-706	BASE (OPTIONAL GROUP 6)			
16	327-70-19	MILLING EXISTING ASPHALT PAVEMENT (3/4" AVERAGE DEPTH)			
17	334-1-13	ASPHALTIC CONCRETE TYPE S-III (OR SP-9.5)			
18	339-1	ASPHALT PAVEMENT MISCELLANEOUS			
19	360-1	CONCRETE APPROACH SLABS WITH REINFORCEMENT			
20	400-1-15	CONCRETE CLASS I (MISCELLANEOUS)			
21	400-4-4	CONCRETE CLASS IV (SUPERSTRUCTURE)			
22	400-4-5	CONCRETE CLASS IV (SUBSTRUCTURE)			
23	400-7	BRIDGE DECK GROOVING, LESS THAN 8.5"			
24	400-128	GROUTING PRECAST DECK PANELS (NON SHRINK GROUT)			
25	415-1-4	REINFORCING STEEL (SUPERSTRUCTURE)			
26	415-1-5	REINFORCING STEEL (SUBSTRUCTURE)			
27	425-1-521	INLET (DT BOT) (TYPE C)			
28	425-1-541	INLET (DT BOT) (TYPE D)			
29	425-2-41	MANHOLES (J-7) (<10) (CONFLICT STRUCTURE) (INC. DIP & FITTINGS)			
30	425-2-91	MANHOLES (J-8) (<10)			
31	425-5	MANHOLE (ADJUST)			
32	425-6	VALVE BOXES (ADJUST)			
33	425-10	YARD DRAINS			
34		PIPE CONCRETE CULVERT (CLASS II) (18" SS)			
35	430-175-102	PIPE CONCRETE CULVERT (CLASS II) (36" SS)			
36	430-175-103	PIPE CONCRETE CULVERT (CLASS II) (42" SS)			
37	430-963-01	PIPE PVC (BACK OF SIDEWALK DRAINAGE) (4")			
38	430-963-02	PIPE PVC (BACK OF SIDEWALK DRAINAGE) (15")			
39	430-984-138	MITERED END SECTION (CONC PIPE ROUND) (36" SD)			

**SECTION 00300 BID FORM
SUBCONTRACTORS PERCENTAGE**

63rd AVENUE EAST BRIDGE #134042 OVER PEARCE CANAL
(Bid "B" - Based on Completion Time of 160 calendar days)

	FDOT ITEM	DESCRIPTION	SUBCONTRACTOR		DESCRIPTION OF WORK BY SUBCONTRACTOR
			%	MBE/WBE	
40	450-88-15	PRESTRESSED SLAB UNITS TRANSVERSELY POST TENSIONED			
41	455-14-5	PRECAST CONCRETE CORNER PILE (MK-CP1)(4 PIECES)			
42	455-14-5	PRECAST CONCRETE SHEET PILE (MK-SP-1)(53 PIECES)			
43	455-34-3	CONCRETE PILING FURNISHED & DRIVEN (18" SQ)			
44	455-143-3	CONCRETE PILING PRESTRESSED (18" SQ)			
45	520-1-10	CURB AND GUTTER CONCRETE (TYPE F)			
46	521-5-1	CONCRETE TRAFFIC RAILING (32" VERTICAL FACE)			
47	522-1	SIDEWALK CONCRETE (4" THICK)			
48	522-2	SIDEWALK CONCRETE (6" THICK)			
49	530-3-3	RIPRAP (RUBBLE) (BANK AND SHORE)			
50	536-73	GUARDRAIL REMOVAL			
51	570-1-2	PERFORMANCE TURF			
52	706-3	RETRO-REFLECTIVE PAVEMENT MARKER			
53	710-11-122	TRAFFIC STRIPE SOLID (PAINT) (WHITE) (8")			
54	710-11-124	TRAFFIC STRIPE SOLID (PAINT) (WHITE) (18")			
55	711-11-121	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (WHITE) (6")			
56	711-11-221	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (YELLOW) (6")			
WATER IMPROVEMENTS					
57	1050-11-224	UTILITY PVC PIPE (F&I) (C-900) (MR) (DR 18, CLASS 150) (8")			
58	1050-11-224	UTILITY PVC PIPE (F&I) (C-905) (MR) (DR 18) (16")			
59	1050-11-324	UTILITY HDPE PIPE (F&I) (SR 9, CLASS 200) (16")			
60	1050-11-424	UTILITY DI PIPE (8") (F&I)			
61	1050-16-004	UTILITY PIPE (8" TRANSITE AC) (REMOVE AND DISPOSE)			
62	1050-18-004	UTILITY PIPE (8" TRANSITE AC) (PLUG AND PLACE OUT OF SERVICE)			
63	1055-11-214	UTILITY PVC FITTINGS (F&I) WATER 8" ELBOW (90 DEGREE)			
64	1055-11-214	UTILITY PVC FITTINGS (F&I) WATER 16" ELBOW (45 DEGREE)			
65	1055-11-224	UTILITY PVC FITTINGS (F&I) WATER 16" x 8" TEE			
66	1055-11-254	UTILITY PVC FITTINGS (F&I) WATER 16" PLUG			
67	1055-11-314	UTILITY HDPE FITTINGS (F&I) WATER 16" ELBOW (45 DEGREE)			
68	1080-11-404	VALVE ASSEMBLY GATE (F&I) (8")			
69	1080-11-404	VALVE ASSEMBLY BUTTERFLY (F&I) (16")			
70	1080-11-406	AIR RELEASE VALVE ASSEMBLY (F&I) (16")			
71	1644-133-08	FIRE HYDRANT (F&I) (TRAFFIC) (2 HOSE) (1 PUMP) (6")			
72	1698-199	SERVICE CONNECTIONS			

**SWORN STATEMENT
THE FLORIDA TRENCH SAFETY ACT**

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

1. This Sworn Statement is submitted with IFB No. 09-0748DC 63rd Ave Bridge Over Pearce Canal.
2. This Sworn Statement is submitted by _____, whose business address is _____ and, if applicable, its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.
3. Name of the individual signing this Sworn Statement is: _____, whose relationship to the above entity is _____.
4. The Trench Safety Standards that will be in effect during the construction of this project shall include, but are not limited to: Laws of Florida, Chapters 90-96, TRENCH SAFETY ACT, and OSHA RULES AND REGULATIONS 29 CFR 1926.650 Subpart P, effective October 1, 1990.
5. The undersigned assures that the entity will comply with the applicable Trench Safety Standards and agrees to indemnify and hold harmless the Owner and Engineer, and any of their agents or employees from any claims arising from the failure to comply with said standard.

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

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

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

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

(AUTHORIZED SIGNATURE / TITLE)

SWORN to and subscribed before me this ___ day of _____, 20____.
(impress official seal)

Notary Public, State of Florida
My commission expires: _____

SECTION 00430
CONTRACTOR'S QUESTIONNAIRE

(Submit in Triplicate)

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

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID.

1. LICENSE # and COMPANY'S NAME: _____
 CO. PHYSICAL ADDRESS: _____
 STATE OF INCORPORATION, IF APPLICABLE: _____
 TELEPHONE NUMBER: () _____ FAX: () _____

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 venturers and the same if any venturer is a corporation for each such corporation, partnership, or joint venture:

4. Your organization has been in business (under this firm's name) as a _____
 for how many years? _____

5. Describe and give the date and owner of the last three government projects you've completed which are similar in cost, type, size, and nature as the one proposed (for a public entity). Include contact name and phone number:

6. 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.

7. Have you ever failed to complete work awarded to you? If so, state when, where (contact name, address, phone number) and why?

8. Have you ever been debarred or prohibited from bidding on a governmental entity's construction project? If yes, name the entity and describe the circumstances:

9. Name three individuals, governmental entities, or corporations for which you have performed similar work and to which you refer. Include contact name and phone number:

1. _____

2. _____

3. _____

10. What specific steps have you taken to examine the physical conditions at or contiguous to the site, including but not limited to, the location of existing underground facilities? Have you visited the site? _____

11. What specific physical conditions, including, but not limited to, the location of existing underground facilities have you found which will, in any manner, affect cost, progress, performance, or finishing of the work?

12. Will you subcontract any part of this Work? If so, describe which major portion(s):

13. If any, list (with contract amount) WBE/MBEs to be utilized:

14. What equipment do you own to accomplish this Work?

15. What equipment will you purchase/rent for the Work? (specify which)

16. List the following in connection with the Surety which is providing the Bond(s):

Surety's Name: _____

Surety's Address: _____

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

Phone: () _____

SECTION 00491

Drug Free Work Place Certification

SWORN STATEMENT PURSUANT TO RESOLUTION R-01-36 SECTION 4, E (1) (a)
MANATEE COUNTY PURCHASING POLICIES, ON DRUG FREE WORK PLACES

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
- (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 Resolution R-01-36 Section 4, E (1) (a) 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 Resolution R-01-36 Section 4, E (1) (a).

[Signature]

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 200__ by _____.

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

Notary Public Signature My commission expires _____

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

SECTION 00491

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO ARTICLE 6,
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 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 the County's Purchasing Director, 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 and 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.

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

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

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

THIS AGREEMENT is made and entered into by and between the COUNTY OF MANATEE, a political subdivision of the state of Florida, hereinafter referred to as the "OWNER" and _____ hereinafter referred to as the "CONTRACTOR," duly authorized to transact business in the state of Florida, with offices located at _____.

Article 1. WORK

CONTRACTOR shall furnish all labor, materials, supplies, and other items required to complete the Work for IFB No. 09-0748DC 63rd Avenue East Bridge #134042 Over Pearce Canal in strict accordance with specifications and any duly authorized subsequent addenda thereto, all of which are made a part hereof.

Article 2. ENGINEER

The County of Manatee, Project Management Division, is responsible as the OWNER and Wade Trim, Inc., hereinafter referred to as "ENGINEER," designed this project and is responsible for technical/engineering reviews and decisions. The ENGINEER is a member of the OWNER'S project management team which is collectively responsible in ensuring the Work is completed in accordance with the Contract Documents. All communications involving this project will be addressed to:

County of Manatee
Project Management Division
Attn: Walt Sowa, Project Manager
IFB 09-0748DC
1026 26th Avenue East
Bradenton, Florida, 34208
Phone: 941/708-7450

Wade Trim, Inc.
8745 Henderson Road
Suite 220, Renaissance 5
Tampa, Florida 33634
Phone: 813/882.8366

Where the terms ENGINEER and/or OWNER are used in the Contract Documents, it shall mean the OWNER'S project management team.

Article 3. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

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

- 3.6 CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that have been discovered in the Bid Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR.
- 3.7 CONTRACTOR shall schedule and perform the Work subject to OWNER's approval and shall hold OWNER harmless from all liabilities incurred due to CONTRACTOR's failure to coordinate with the OWNER.

Article 4. CONTRACT DOCUMENTS

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

- 4.1 This Agreement and Bid Document IFB #09-0748DC
- 4.2 Performance and/or other Bonds and Insurance Certificate(s)
- 4.3 Drawings (attached by reference)
- 4.4 Addenda numbers ___ to ___, inclusive.
- 4.5 CONTRACTOR's Bid Form and any other information submitted by Contractor prior to Notice of Award.
- 4.6 The following which may be delivered or issued after the effective date of the Agreement and are not attached hereto: all written Change Orders and other documents amending, modifying, or supplementing the Contract Documents.
- 4.7 The documents listed in paragraphs above are attached to this Agreement (except as noted otherwise above). There are no Contract Documents other than those listed above in this Article 4.

Article 5. MISCELLANEOUS

- 5.1 Terms used in this Agreement are defined in Article 1 of the General Conditions.
- 5.2 No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies

that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignee from any duty or responsibility under the Contract Documents.

5.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

The OWNER will pay, and the CONTRACTOR will accept in full consideration for the performance of the Work (IFB No. 09-0748DC 63rd Avenue East Bridge #134042 Over Pearce Canal), subject to additions and deductions as provided therein, the sum of _____ Dollars and _____ Cents (\$ _____) for Bid "____" based on Completion Time of _____ calendar days and the sum of \$_____ as liquidated damages for each calendar day of delay.

CONTRACTOR
BY: _____
Signature

Type Name and Title of Signer

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

(impress official seal)

Notary Public, State of Florida
My commission expires: _____

APPROVED, with a quorum present and voting this ____ day of _____, 20____.

ATTEST: R.B. SHORE
Clerk of the Circuit Court

COUNTY OF MANATEE, FLORIDA by its
Board of County Commissioners

BY: _____
CHAIRMAN

APPLICATION FOR PAYMENT

Project: _____
 From: _____ To: _____

Request No. _____ Project No. _____
 Purchase Order Number: _____
 County Bid No.: _____
 Consultant: _____

CONTRACT PAYMENT SUMMARY

Original contract amount:			\$	
Change order(s):				
Change order summary:				
Number	Date Approved	Additive		Deductive
SAMPLE SHEET ONLY OBTAIN CURRENT VERSION OF FORM FROM PROJECT MANAGER				
SUBTOTALS:				
Net change order subtotal (Additive less Deductive):			\$	
Current Contract Amount (CCA): (Original Amount + Change Order(s))			\$	
	Previous Status	Current Status		
Value of the Work in Place	\$	\$		
Value of Stored Materials	\$	\$		
Total Earned (\$ and % of CCA)	\$	\$	%	
Retainage (\$ and % of CCA)	\$	\$	%	
Net Earned (Total earned minus retainage)			\$	
TOTAL PREVIOUS PAYMENTS			\$	
AMOUNT DUE THIS PAYMENT (Net Earned minus Previous Payments)			\$	

CONTRACTOR'S AFFIDAVIT OF NOTICE

CERTIFICATE: The undersigned CONTRACTOR certifies that all items and amounts shown on this application for payment are on account of work performed, materials supplied and/or materials stored on site and paid for by Contractor in accordance with the Contract Documents with due consideration for previous Payment(s), if any, received by the Contractor from the County, and that the current payment shown is now due.

NOTARY: _____ **CONTRACTOR:** _____

State of Florida County of _____ Signature: _____
 Name of person authorized to sign Affidavit of Notice

Sworn to (or affirmed) and subscribed before me
 this _____ day of _____, _____, by _____

 (Name of person giving notice)

TITLE

Contractor name, address and telephone No.:

(Signature of Notary Public - State of Florida)
 Print, Type or Stamp Commissioned Name
 of Notary Public:

Personally Known _____ or Produced Identification _____
 Type of Identification Produced: _____

VERIFICATION, RECOMMENDATION, CONCURRENCES AND APPROVALS

	(Signatures)	(Date)
Quantities verified by:	_____	_____
Consultant / Engineer:	_____	_____
Project Manager:	_____	_____
Department Head:	_____	_____
Payment Approved by the Board of County Commissioners:	_____	_____
Attested to by the Clerk of Circuit Court:	_____	_____

PAY APPLICATION SCHEDULE (CONTINUATION SHEET)

ITEM NO.	DESCRIPTION OF WORK	UNIT PRICE		QTY	VALUE	CHANGE ORDERS			PREVIOUS W.I.P.			CURRENT W.I.P.			TOTAL W.I.P.				
		C	D			#	QTY	+/-	+/- VAL.	J	K	QTY	VALUE	L	M	QTY	VALUE	N	O
A				E	F	G	H	I	J	K	L	M	N	O	P	Q			
SAMPLE SHEET ONLY OBTAIN CURRENT VERSION OF FORM FROM PROJECT MANAGER																			
TOTALS																			

ATTACH STORED-MATERIAL SCHEDULE

PAY APPLICATION SCHEDULE OF STORED MATERIALS

ITEM NO. A	DESCRIPTION OF MATERIALS B	SUPPLIER C	PAID INVOICE D	PREVIOUSLY RECEIVED E	RECEIVED THIS PERIOD F	PREVIOUSLY INSTALLED G	INSTALLED THIS PERIOD H	BALANCE TO INSTALL I	VALUE OF BALANCE J
	SAMPLE SHEET ONLY OBTAIN CURRENT VERSION OF FORM FROM PROJECT MANAGER								
	TOTAL								

NOTE: CONTRACTOR MAY USE A COMPUTER SPREADSHEET IN LIEU OF FILLING IN THIS FORM IF SAME INFORMATION IS PROVIDED.
00550-3

CONTRACT CHANGE ORDER

Change Order No.:

Contract Amount:
(Present Value)

PROJECT:

Project Number:

NO. OF ITEM	DESCRIPTION OF ITEM AND CHANGE	DECREASE	INCREASE
SAMPLE SHEET ONLY OBTAIN CURRENT VERSION OF FORM FROM PROJECT MANAGER			
TOTAL DECREASE:			TOTAL INCREASE:

Contractor:
Address:
City / State:

THE NET CHANG
ADJUSTS THE CURRENT CONTRACT AMOUNT FROM
TO

Contractor
Signature: _____

_____ CALENDAR DAYS ARE ADDED TO THE SCHEDULE
WHICH CHANGES FINAL COMPLETION TO _____

RECOMMENDATION, CONCURRENCES AND APPROVALS

SIGNATURES	DATE
Consultant (as applicable): _____	_____
Project Engineer: _____	_____
Project Manager: _____	_____
Department Head: _____	_____
Approved by the Manatee County Board of County Commissioners: _____ Chalrman	_____
Clerk of the Circuit Court: _____	_____

CONTRACT CHANGE ORDER

Page 2 (Continuation)

Change Order No:

Project Number:

NO. OF ITEM	DESCRIPTION OF ITEM AND CHANGE	DECREASE	INCREASE
	SAMPLE SHEET ONLY OBTAIN CURRENT VERSION OF FORM FROM PROJECT MANAGER		
		DECREASE SUBTOTAL:	INCREASE SUBTOTAL:

CONTRACT CHANGE ORDER

Page 3 (Continuation)

Change Order No:

Project Number:

NO. OF ITEM	DESCRIPTION OF ITEM AND CHANGE	DECREASE	INCREASE
<p>SAMPLE SHEET ONLY OBTAIN CURRENT VERSION OF FORM FROM PROJECT MANAGER</p>			
		DECREASE SUBTOTAL:	INCREASE SUBTOTAL:

JUSTIFICATION FOR CHANGE

Change Order No :

Project Number:

1. NECESSITY FOR CHANGE:

SAMPLE SHEET ONLY
OBTAIN CURRENT VERSION OF FORM
FROM PROJECT MANAGER

- 2. Is change an alternate bid? (yes / no)
- 3. Does change substantially alter the physical size of the project? (yes / no)
(If yes, explain)
- 4. Effect of this change on other "Prime" contractors?
- 5. Has the Surety and insurance company been notified, if applicable?

DISCRETIONARY WORK - FIELD DIRECTIVE

FIELD DIRECTIVE NO:

PROJECT:

PROJECT NO.:

ITEM	DESCRIPTION OF ITEM AND CHANGE	DECREASE
	<p>SAMPLE SHEET ONLY OBTAIN CURRENT VERSION OF FORM FROM PROJECT MANAGER</p>	

DECREASE

CONTRACTOR: _____
 ADDRESS: _____
 CITY/STATE: _____

CONTRACTOR
 SIGNATURE: _____

THE DISCRETIONARY WORK AMOUNT IS
 DECREASED \$ FROM \$ TO
 \$ WITH NO CHANGE TO THE TOTAL
 CONTRACT AMOUNT.

TIME CAN ONLY BE ADDED BY CHANGE ORDER

RECOMMENDATION, CONCURRENCES AND APPROVALS

SIGNATURES

DATE

CONSULTANT: _____

PROJECT ENGINEER: _____

PROJECT MANAGER: _____

SENIOR PROJECT MANAGER: _____

CERTIFICATE OF SUBSTANTIAL COMPLETION (S.C.)	CHECK ONE:	
	Partial:	Total:
Project Title:	Date Submitted:	
Contractor Data: Name: Address: City/State/zip:	Project No.:	
	S.C. Date (Proposed)	
<p>If the "Partial" completion box above is checked, the following description applies to the work for which substantial completion is being sought. Otherwise, the work described in the Contract including approved changes, if any, is certified to be substantially complete: (Description of the portion of work substantially completed):</p> <p style="text-align: center;">SAMPLE SHEET ONLY OBTAIN CURRENT VERSION OF FORM FROM PROJECT MANAGER</p> <p style="text-align: center;">(USE CONTINUATION SHEETS IF NECESSARY)</p>		
<p>A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item does not alter the Contractor's responsibility to complete all of the contract work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by the Contractor within _____ days of substantial completion. The approved substantial completion date is: _____</p>		
_____ Contractor Signature / Date	_____ Engineer's Approval / Date	
_____ Printed Name and Title	_____ Printed Name and Title	
<p>The Contractor shall be responsible for security, operation, safety, maintenance, HVAC, insurance and warranties in accordance with the Contract. The County will assume the responsibility for paying the cost of electrical power from midnight of the date of Engineer's approval as indicated above.</p> <p>ATTACH THE INSPECTOR'S FINAL WALKTHROUGH LIST OF DEFICIENCIES.</p>		

**FINAL RECONCILIATION, WARRANTY PERIOD DECLARATION
AND CONTRACTOR'S AFFIDAVIT**

Project Title:	Date Submitted:
Contractor Data: Name: SAMPLE SHEET ONLY	Project No.:
Address: OBTAIN CURRENT VERSION OF FORM	Warranty (months):
City/State/zip: FROM PROJECT MANAGER	

This Final Reconciliation is for the work performed for Manatee County by the above named Contractor, hereinafter called CONTRACTOR, pursuant to a contract dated _____, as amended, and acts as an addendum thereto.

It is agreed that all quantities and prices in the attached Final Pay Estimate No. _____ are correct, that the amount of \$ _____, including retainage, is due to the CONTRACTOR, that no claims are outstanding as between the parties, and that the above stated sum represents the entirety of monies owed the CONTRACTOR.

It is further agreed that the warranty period for CONTRACTOR'S work pursuant to the Contract is from _____ to _____.

As (title) _____ for CONTRACTOR, I have authority to bind said CONTRACTOR, and as such make this final reconciliation, declaration and affidavit for the purpose of inducing Manatee County to make final payment to CONTRACTOR for work done at / upon _____ under said contract:

CONTRACTOR has paid all social security and withholding taxes accrued in connection with this construction project.

CONTRACTOR has paid all workers' compensation and other insurance premiums incurred in connection with this construction project.

CONTRACTOR has paid for all required permits in connection with this construction project.

All laborers, materialmen, suppliers, subcontractors and service professionals who worked for and/or supplied materials, equipment and/or services to the CONTRACTOR under this construction contract have been paid in full.

(Affiant Signature)

NOTARY:
State of Florida County of _____, Sworn to (or affirmed) and subscribed before me this _____ day of _____, _____, by _____ (person giving notice).

Signature of Notary Public - State of Florida: _____
Print, Type or Stamp Commissioned Name of Notary Public:

Personally known _____ or produced identification _____
Type of Identification Produced:

ADMINISTRATIVE CONTRACT ADJUSTMENT

PROJECT:

Contract Adj. No.:

Contract Amount:
(Present Value)

Project Number:

NO. OF ITEM	DESCRIPTION OF ITEM AND CHANGE	DECREASE	INCREASE
	<p>BY EXECUTION OF THIS CHANGE ORDER THE CONTRACTOR AGREES THAT ALL CLAIMS FOR ADDITIONAL CONTRACT TIME AND FEES FOR THE ITEMS IN THIS CHANGE ORDER HAVE BEEN SATISFIED.</p>		

TOTAL DECREASE:

TOTAL INCREASE:

Contractor: _____
 Address: _____
 City / State: _____
 Contractor Signature: _____ Date _____

THE NET CHANGE OF
 ADJUSTS THE CURRENT CONTRACT AMOUNT FROM
 TO

RECOMMENDATION, CONCURRENCES AND APPROVALS

	SIGNATURES	DATE
Consultant / Engineer	_____	_____
Project Manager:	_____	_____
Division Manager:	_____	_____
Department Director/ Deputy Director:	_____	_____

ADMINISTRATIVE CONTRACT ADJUSTMENT

Contract Adj. No.:

Page 2 (Continuation)

Project Number:

NO. OF ITEM	DESCRIPTION OF ITEM AND CHANGE	DECREASE	INCREASE
		DECREASE SUBTOTAL:	INCREASE SUBTOTAL:

SECTION 00700
GENERAL CONDITIONS

ARTICLE I - DEFINITIONS

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

Addendum - Written or graphic instruments issued prior to the opening of bids which clarify or change the bidding documents or the contract documents.

Agreement - The written Agreement between Owner and Contractor covering the Work to be performed; other contract documents are attached to the Agreement and made a part thereof as provided therein.

Written Amendment - A written amendment of the contract documents, signed by Owner and Contractor on or after the effective date of the Agreement and normally dealing with the non-engineering or non-technical rather than strictly work related aspects of the contract documents.

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

Award - Acceptance of the bid from the person, firm, or corporation which in the Owner's sole and absolute judgment will under all circumstances best serve the public interest. Award shall be made by a majority vote of a quorum of Manatee County Board of County Commissioners in open session; or by the Purchasing Director in accordance with Ordinance 84-02, Manatee County Procurement Code.

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

Bidder - One who submits a bid directly to the Owner, as distinct from a sub-bidder, who submits a bid to a Bidder.

Bidding Documents - Consists of the Invitation For Bid, which includes but is not limited to: the bid form, drawings, technical specifications, terms and conditions, and the proposed contract documents (including all Addenda issued prior to receipt of bids); and becomes a part of the Agreement.

Bonds - Performance and payment bonds and other instruments of security.

Change Order - A document recommended by Project Representative which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work, or an adjustment in the contract price or the contract time, issued on or after the effective date of the Agreement.

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

Contract Documents - The Agreement, Addenda (which pertain to the contract documents), Contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the Notice of Award), the bonds, the specifications and the drawings, together with all amendments, modifications and supplements issued on or after the effective date of the Agreement.

Contract Price - The monies payable by Owner to Contractor under the contract documents as stated in the Agreement.

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

Contractor - The person, firm or corporation with whom Owner has entered into an Agreement.

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

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

Drawings - The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by Engineer and are referred to in the bidding and contract documents.

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

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

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

Field Order - A written order issued by Project Representative which orders minor changes in the Work, but which does not involve a change in the contract price or the contract time.

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

Non-prejudicial Delay - Any delay impacting a portion of the Work within the available total float or slack time and not necessarily preventing completion of the Work within the contract time.

Notice of Award - The written notice to the successful bidder stating Award has been approved by the Board of County Commissioners; or by the Purchasing Director in accordance with Ordinance 08-43, Manatee County Purchasing Code.

Notice of Intent to Award - The written notice to the apparent low bidder stating Award has been recommended with final Award to be authorized by Ordinance 08-43, Manatee County Purchasing Code.

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

Owner - Manatee County, Florida, Board of County Commissioners.

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

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

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

Project - The total construction of which the Work to be provided under the contract documents may be the whole or a part as indicated elsewhere in the contract documents.

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

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

Specifications - Those portions of the contract documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

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

Substantial Completion - The Work (or a specified part thereof) has progressed to the point when, in the opinion of the Engineer as evidenced by Engineer's definitive certificate of Substantial Completion, it is sufficiently complete in accordance with contract documents so that the work can be utilized for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due.

Successful Bidder - The lowest qualified, responsible and responsive bidder to whom an award is made.

Supplier - A manufacturer, fabricator, supplier, distributor, materialman or vendor.

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

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

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

Work Directive Change - A written directive to contractor, issued on or after the effective date of the Agreement and signed by Owner and recommended by Project Representative ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed or to emergencies. A work directive change may not change the contract price or the contract time; but is evidence that the parties expect that the change directed or documented by a work directive change will be incorporated in a subsequently issued change order following negotiations by the parties as to its effect, if any, on the contract price or contract time.

ARTICLE 2 - PRELIMINARY MATTERS

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

- 2.1 The Contractor must submit a proposed schedule of the Work at the preconstruction conference. The purpose of this schedule is to enable the Owner to govern the Work, to protect the functions of the local government and its citizens and to aid in providing appropriate surveillance. The Owner shall have the right to reschedule work provided such rescheduling is in accord with the remainder of terms of the contract. The schedule shall show, as a minimum, the approximate dates on which each segment of the work is expected to be started and finished, the proposed traffic flows during each month, the anticipated earnings by the Contractor for each month and the approximate number of crews and equipment to be used. The Owner, after necessary rescheduling and obtaining additional information for specific purposes, shall review and approve the schedule. The Contractor shall also forward to the Owner, as soon as practicable after the first day of each month, a summary report of the progress of the various parts of the work under the contract, in fabrication and in the field, stating the existing status, estimated time of completion and cause of delay, if any. Together with the summary report, the Contractor shall submit any necessary revisions to the original schedule for the Owner's review and approval. In addition, more detailed schedules may be required by the Owner for daily traffic control.
- 2.2 A Notice to Proceed may be given at any time within thirty (30) days after the effective date of the Agreement. The contract time will commence at the time specified in such notice. Contractor shall start to perform the Work on the date specified in the notice to proceed, but no work shall be done at the site prior to the date on which the contract time commences to run.
- 2.3 If at any time the materials and appliances to be used appear to the Owner as insufficient or improper for securing the quality of work required or the required rate of progress, the Owner may order the Contractor to increase his efficiency or to improve the character of his work and the Contractor shall conform to such an order. The failure of the Owner to demand any increase of such efficiency or any improvement shall not release the Contractor from his obligation to secure the quality of work or the rate of progress necessary to complete the Work within the limits imposed by the contract. The Owner may require the Contractor to remove from the Work such employees as the Owner deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the Work is deemed to be contrary to the Owner's interest.
- 2.4 The Owner reserves the right to let other Contracts in connection with this Work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and execution of their Work, and promptly connect and coordinate the Work with theirs.

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

- 3.1 The contract documents comprise the entire Agreement between Owner and Contractor concerning the work. The contract documents are complementary; what is called for by one is as binding as if called for by all. The contract documents will be construed in accordance with the laws and ordinances of the state of Florida and Manatee County.

Should a conflict exist within the Contract Documents, the precedence in ascending order of authority is as follows: 1) Standard Printed Technical Specifications, 2) Special Conditions, 3) General Conditions and 4) Drawings. Note: Computed dimensions shall govern over scaled dimensions.

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

3.3 The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.3.1 A Formal Written Amendment

3.3.2 A Change Order

3.3.3 A Work Directive Change

3.3.4 An Administrative Contract Adjustment

3.4 In addition, the requirements of the contract documents may be supplemented and minor variations and deviations in the Work may be authorized in one or more of the following ways:

3.4.1 A Field Order

3.4.2 Engineer's approval of a Shop Drawing or sample.

ARTICLE 4 - CONTRACTOR'S RESPONSIBILITIES

4.1 Contractor shall keep on the Work at all times during its progress a competent resident superintendent; who shall be the Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.

- 4.2 Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the contract documents. Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto and except as otherwise indicated in the contract documents, all Work at the site shall be performed during regular working hours and Contractor will not permit overtime work or the performance of work on Sunday or legal holiday without Owner's written consent given after prior notice to Engineer (at least 72 hours in advance).
- 4.2.1 Contractor shall pay for all additional engineering charges to the Owner for any overtime work which may be authorized. Such additional engineering charges shall be a subsidiary obligation of Contractor and no extra payment shall be made by Owner on account of such overtime work. At Owner's option, overtime costs may be deducted from Contractor's monthly payment request or Contractor's retainage prior to release of final payment.
- 4.3 Unless otherwise specified, Contractor shall furnish and assume full responsibility for all bonds, insurance, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.
- 4.4 All materials and equipment shall be of good quality and new, except as otherwise provided in the contract documents. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instruction of the applicable supplier except as otherwise provided in the contract documents.
- 4.5 Contractor shall be fully responsible to Owner for all acts and omissions of the subcontractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between Owner or Engineer and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of Owner to pay or to see to the payment of any monies due any such subcontractor, supplier or other person or organization.
- 4.6 Permits: Unless otherwise provided, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.
- 4.7 During the progress of the Work, Contractor shall keep the premises free from accumulation of waste materials rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction

equipment and machinery and surplus materials and shall leave the site clean and ready for occupancy by Owner. Contractor shall restore to original conditions all property not designated for alteration by the Contract Documents.

- 4.8 Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.
- 4.9 Safety and Protection: Contractor shall comply with the Florida Department of Commerce Safety Regulations and any local safety regulations. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:
- 4.9.1 all employees on the Work and other persons and organizations who may be affected thereby;
 - 4.9.2 all the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
 - 4.9.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

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

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

- 4.11 For substitutes not included with the bid, but submitted after the effective date of the Agreement, Contractor shall make written application to Engineer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will also contain an itemized estimate of all costs and delays or schedule impacts that will result directly or indirectly from review, acceptance and provisions of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by the Engineer in evaluating the proposed substitute. Engineer may require Contractor to furnish at Contractor's expense, additional data about the proposed substitute. In rendering a decision, Owner/Engineer and Contractor shall have access to any available float time in the construction schedule. In the event that substitute materials or equipment not included as part of the bid, but proposed after the effective date of the agreement, are accepted and are less costly than the originally specified materials or equipment, then the net difference in cost shall be credited to the Owner and an appropriate change order executed.
- 4.11.1 If a specific means, method, technique, sequence of procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to Engineer if Contractor submits sufficient information to allow Engineer to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents.
- 4.11.2 Engineer will be allowed a reasonable time within which to evaluate each proposed substitute. Engineer will be the sole judge of acceptability and no substitute will be ordered, installed or utilized without Engineer's prior written acceptance which will be evidenced by either a change order or an approved shop drawing. Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- 4.11.3 Contractor shall reimburse Owner for the charges of Engineer and Engineer's Consultants for evaluating each proposed substitute submitted after the effective date of the Agreement and all costs resulting from any delays in the work while the substitute was undergoing review.
- 4.12 The Contractor shall furnish, free of charge, all labor, stakes, surveys, batter boards for structures, grade lines and other materials and supplies and shall set construction stakes and batter boards for establishing lines, position of structures, slopes and other controlling points necessary for the proper prosecution of the Work. Where rights-of-way, easements, property lines or any other conditions which make the lay-out of the project or parts of the project critical are involved, the Contractor will employ a competent surveyor who is registered in the state of Florida for lay-out and staking. These stakes and marks shall constitute the field control by and in accord with which the Contractor shall govern and execute the work. The Contractor will be held responsible for the preservation of all stakes, marks and if for any reason any of the

stakes or marks or batter boards become destroyed or disturbed, they will be immediately and accurately replaced by the Contractor.

- 4.13 The Contractor has, by careful examination, satisfied himself as to the nature and location of the Work and all other matters which can in any way affect the Work under this contract, including, but not limited to details pertaining to boring, as shown on the drawings, are not guaranteed to be more than a general indication of the materials likely to be found adjacent to holes bored at the site of the work, approximately at the locations indicated. The Contractor shall examine boring data, where available, and make his own interpretation of the subsoil investigations and other preliminary data, and shall base his bid on his own opinion of the conditions likely to be encountered. In no event shall an extension of time be considered for any conditions that existed at the time of bidding, nor shall the Contractor receive extra compensation for completion of the project as intended by the drawings and in keeping with the Contract Documents. No verbal agreement or conversation with any officer, agent or employee of the Owner, before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.
- 4.14 If the Contractor, in the course of the Work, finds that the drawings and/or technical specifications cannot be followed, he shall immediately inform the Owner in writing, and the Owner shall promptly check the accuracy of the information. Any work done after such discovery, until any necessary changes are authorized, will be done at the Contractor's risk.

ARTICLE 5 - OWNER'S RESPONSIBILITIES

- 5.1 Owner shall furnish the data required of Owner under the Contract Documents promptly and shall make payments to the Contractor within a reasonable time (no more than 20 days) after the Work has been accepted by the County. The form of all submittals, notices, change orders and other documents permitted or required to be used or transmitted under the contract documents shall be determined by the Owner/Engineer. Standard County forms shall be utilized.
- 5.2 The Owner shall provide the lands upon which the Work under this contract is to be done, except that the Contractor shall provide all necessary additional land required for the erection of temporary construction facilities and storage of his materials, together with right of access to same.
- 5.3 The Owner shall have the right to take possession of and use any completed portions of the work, although the time for completing the entire work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents.

ARTICLE 6 - CHANGES IN THE WORK

- 6.1 Without invalidating the Agreement and without notice to any surety, Owner may, at any time, order additions, deletions or revisions in the Work. These will be authorized by a written amendment, a change order, or a work directive change. Upon receipt of any

such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the contract documents (except as otherwise specifically provided).

- 6.2 Contractor shall not be entitled to an increase in the contract price or an extension of the contract time with respect to any Work performed that is not required by the contract documents as amended, modified and supplemented.
- 6.3 Owner and Contractor shall execute appropriate change orders (or written amendments) covering changes in the Work which are ordered by Owner, or which may be required because of acceptance of defective Work.
- 6.4 At any time Engineer may request a quotation from Contractor for a proposed change in the Work and within twenty-one (21) calendar days after receipt, Contractor shall submit a written and detailed proposal for an increase or decrease in the contract price or contract time for the proposed change. Engineer shall have 21 calendar days after receipt of the detailed proposal to respond in writing. The proposal shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in sufficient detail to reasonably permit an analysis by Engineer of all material, labor, equipment, subcontracts, overhead costs and fees, and shall cover all Work involved in the change, whether such Work was deleted, added, changed or impacted. Notwithstanding the request for quotation, Contractor shall carry on the Work and maintain the progress schedule. Delays in the submittal of the written and detailed proposal will be considered non-prejudicial.

ARTICLE 7 - CHANGE OF CONTRACT PRICE

- 7.1 The contract price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at his expense without change in the contract price.
- 7.2 The contract price may only be changed by change order or by a written amendment. Any claim for an increase or decrease in the contract price shall be based on written notice delivered by the party making the claim to the other party. Notice of the amount of the claim with supporting data shall be delivered within ten (10) days from the beginning of such occurrence and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event.
- 7.3 The value of any Work covered by a change order or of any claim for an increase or decrease in the contract price shall be determined in one of the following ways (at Owner's discretion):

- 7.3.1 Where the Work involved is covered by unit prices contained in the contract documents, cost will be determined by application of such unit prices to the quantities of the items involved.
 - 7.3.2 By mutual acceptance of lump sum.
 - 7.3.3 On the basis of the cost of the Work, plus a 20% Contractor's fee for overhead and profit. (Contractor shall submit an itemized cost breakdown together with supporting data.)
- 7.4 Either Owner or Contractor may make a claim for an adjustment in the contract price. The unit price of an item of unit price Work shall be subject to re-evaluation and adjustment under the following conditions:
- 7.4.1 If the total cost of a particular item of unit price Work amounts to 5% or more of the contract price and the variation in the quantity of the particular item of unit price Work performed by Contractor differs by more than 15% from the estimated quantity of such item indicated in the Agreement; and
 - 7.4.2 If there is no corresponding adjustment with respect to any other item of Work; and
 - 7.4.3 If a Contractor believes that it has incurred additional expense as a result thereof; or
 - 7.4.4 If Owner believes that the quantity variation entitles it to an adjustment in the unit price; or
 - 7.4.5 If the parties are unable to agree as to the effect of any such variations in the quantity of unit price Work performed.

ARTICLE 8 - CHANGE OF CONTRACT TIME

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

ARTICLE 9 - WARRANTY, TEST/INSPECTION, CORRECTION

- 9.1 Contractor warrants (for a minimum period of three years or as otherwise stated herein) and guarantees to Owner that all work will be in accordance with the contract documents and will not be defective; that Owner, representatives of Owner, governmental agencies with jurisdictional interests will have access to the work at reasonable time for their observation, inspecting and testing (Contractor shall give Engineer timely notice of readiness of the work for all required approvals and shall assume full responsibility, including costs, in obtaining required tests, inspections, and approval certifications and/or acceptance, unless otherwise stated by Owner).
- 9.2 If any work (including work of others) that is to be inspected, tested, or approved is covered without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice. Neither observations by Engineer nor inspections, tests, or approvals by others shall relieve Contractor from Contractor's obligations to perform the work in accordance with the Contract Documents.
- 9.3 If the work is defective, or Contractor fails to supply sufficient skilled workers, or suitable materials or equipment, or fails to furnish or perform the work in such a way that the completed work will conform to the contract documents, Owner may order Contractor to stop the work, or any portion thereof and terminate payments to the Contractor until the cause for such order has been eliminated. Contractor shall bear all direct, indirect and consequential costs for satisfactory reconstruction or removal and replacement with non-defective work, including, but not limited to fees and charges of engineers, architects, attorneys and other professionals and any additional expenses experienced by Owner due to delays to other Contractors performing additional work and an appropriate deductive change order shall be issued. Contractor shall further bear the responsibility for maintaining schedule and shall not be entitled to an extension of the contract time and the recovery of delay damages due to correcting or removing defective work.
- 9.3.1 If Contractor fails within seven (7) days after written notice to correct defective work, or fails to perform the work in accordance with the contract documents, or fails to comply with any other provision of the contract documents, Owner may correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, Owner may exclude Contractor from all or part of the site, take possession of all or part of the work, Contractor's tools, construction equipment and machinery at the site or for which Owner has paid Contractor but which are stored elsewhere. All direct, indirect and consequential costs of Owner in exercising such rights and remedies will be charged against Contractor in an amount approved as to reasonableness by Engineer and a change order will be issued incorporating the necessary revisions.

- 9.3.2 If within three years after the date of completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the contract documents, any work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective work or if it has been rejected by Owner, remove it from the site and replace it with non-defective work. If Contractor does not promptly comply with the terms of such instruction, Owner may have the defective work corrected/removed and all direct, indirect and consequential costs of such removal and replacement will be paid by Contractor.

ARTICLE 10 - SUSPENSION/TERMINATION OF WORK

- 10.1 Owner may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety (90) days by written notice to Contractor, which will fix the date on which work will be resumed. Contractor shall be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to any suspension if Contractor makes an approved claim therefore.
- 10.2 Owner may terminate the contract if Contractor commences a voluntary case under any chapter of the Bankruptcy Code or any similar action by filing a petition under any other federal or state law relating to the bankruptcy or insolvency; if a petition is filed against the Contractor under any chapter of the Bankruptcy Code or similar relief under any other federal or state law; if Contractor persistently fails to perform the work in accordance with the contract documents; if Contractor disregards laws or regulations of any public body having jurisdiction or the Engineer; or otherwise violates in any substantial way any provisions of the contract.
- 10.2.1 Owner may, after giving Contractor (and the surety, if there is one) seven (7) days written notice and to the extent permitted by laws and regulations, terminate the services of Contractor; exclude Contractor from the site and take possession of the work and of all Contractor's tools, construction equipment and machinery at the site and use the same to the full extent they could be used (without liability to Contractor for trespass or conversion); incorporate in the work all materials and equipment stored at the site or for which owner has paid Contractor but which are stored elsewhere, and finish the work as Owner may deem expedient. In such case, Contractor shall not be entitled to receive any further payment beyond an amount equal to the value of material and equipment not incorporated in the work, but delivered and suitably stored, less the aggregate of payments previously made. If the direct and indirect costs of completing the work exceed the unpaid balance of the contract price, Contractor shall pay the difference to Owner. Such costs incurred by Owner shall be verified by Owner and incorporated in a change order; but in finishing the work, Owner shall not be required to obtain the lowest figure for the work performed. Contractor's obligations to pay the difference between such costs and such unpaid balance shall survive termination of the Agreement.

- 10.3 If, through no act or fault of Contractor, the work is suspended for a period of more than ninety (90) days by Owner or under an order of court or other public authority, or Engineer fails to act on any application or fails to pay Contractor any sum finally determined to be due; then Contractor may, upon seven (7) days written notice to Owner terminate the Agreement and recover from Owner payment for all work executed, any expense sustained plus reasonable termination expenses. In lieu of terminating the Agreement, if Engineer has failed to act on any application of payment or Owner has failed to make any payment as aforesaid, Contractor may upon seven (7) days written notice to Owner stop the work until payment of all amounts then due.

ARTICLE 11 - CONTRACT CLAIMS

- 11.1 The rendering of a decision by Engineer with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercised by Owner or Contractor of such right or remedies as either may otherwise have under the contract documents or by laws or regulations in respect of any such claim, dispute or other matter. No action, either at law or at equity, shall be brought in connection with any such claim, dispute or other matter later than thirty (30) days after the date on which Owner/Engineer has rendered such written decision in respect thereof. Failure to bring an action within said thirty (30) day period shall result in Engineer's decision being final and binding on the Contractor. In no event may any such action be brought after the time at which instituting such proceedings would be otherwise barred by the applicable statute of limitations.
- 11.2 Before bringing any action in court pertaining to any claim, dispute or other matter in question(s) arising out of or relating to the contract documents or the breach thereof, or Engineer's final decision, except for claims which have been waived by the making and acceptance of final payment, the Contractor shall first submit written notice(s) of contract claims to the Purchasing Director for a decision; the Contractor may request a conference with the Purchasing Director. Claims include, without limitation, disputes arising under the contract and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or revision. The Purchasing Director is authorized to resolve any claim prior to the filing of a request for a hearing with the Board of County Commissioners or the commencement of an action in a court of competent jurisdiction; but may not settle any such claim for consideration of \$10,000 or more in value without the prior approval of the Board of County Commissioners.

The decision of the Purchasing Director shall be promptly issued in writing to the Contractor. If an adverse decision has been rendered, the notice of decision shall inform the Contractor of his right to request a hearing with the Board of County Commissioners.

- 11.2.1 The Purchasing Director's decision shall be final and conclusive unless, within ten (10) calendar days from the date of receipt of the decision, the Contractor files a written request for hearing with the Board of County Commissioners.

- 11.2.2 If the Purchasing Director does not issue a written decision regarding any contract controversy within fourteen (14) days after receipt of a written request for a final decision, or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if an adverse decision had been issued.

ARTICLE 12 - RESIDENT PROJECT REPRESENTATIVE - DUTIES, RESPONSIBILITIES

- 12.1 Resident Project Representative is Engineer/Owner's Agent, who will act as directed by and under the supervision of the Engineer, and who will confer with Owner/Engineer regarding his actions. Resident Project Representative's dealing in matters pertaining to the on-site work shall, in general, be only with the Owner/Engineer and Contractor and dealings with subcontractors shall only be through or with the full knowledge of Contractor.
- 12.2 Resident Project Representative will:
- 12.2.1 Review the progress schedule, schedule of shop drawing submissions and schedule of values prepared by Contractor and consult with Owner/Engineer concerning their acceptability.
 - 12.2.2 Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with Owner/Engineer and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.
 - 12.2.3 Serve as Owner/Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist him in understanding the intent of the contract documents. As requested by Owner/Engineer, assist in obtaining additional details or information when required at the job site for proper execution of the Work.
 - 12.2.4 Receive and record date of receipt of shop drawings and samples, receive samples which are furnished at the site by Contractor and notify Owner/Engineer of their availability for examination.
 - 12.2.5 Advise Owner/Engineer and Contractor or his superintendent immediately of the commencement of any work requiring a shop drawing or sample submission if the submission has not been approved by the Owner/Engineer.
 - 12.2.6 Conduct on-site observations of the work in progress to assist Owner/Engineer in determining if the work is proceeding in accordance with the contract documents and that completed work will conform to the contract documents.

- 12.2.7 Report to Owner/Engineer whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to the contract documents, or does not meet the requirements of any inspections, tests or approvals required or if work has been damaged prior to final payment; and advise Owner/Engineer when he believes work should be corrected or rejected or should be uncovered for observation or requires special testing, inspection or approval.
- 12.2.8 Verify that tests, equipment and system start-ups and operating and maintenance instructions are conducted as required by the contract documents and in the presence of the required personnel, and that Contractor maintains adequate records thereof; observe, record and report to Engineer appropriate details relative to the test procedures and start-ups.
- 12.2.9 Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the outcome of these inspections and report to Owner/Engineer.
- 12.2.10 Transmit to Contractor, Owner/Engineer's clarifications and interpretations of the contract documents.
- 12.2.11 Consider and evaluate Contractor's suggestions or modifications in drawings or technical specifications and report them with recommendations to Owner/Engineer.
- 12.2.12 Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and sample submissions, reproductions of original contract documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, Owner/Engineer's clarifications and interpretations of the contract documents, progress reports and other project related documents.
- 12.2.13 Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions; list of visiting officials and representatives or manufacturers, fabricators, suppliers and distributors; daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to Owner/Engineer.
- 12.2.14 Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
- 12.2.15 Furnish Owner/Engineer periodic reports as required of progress of the work and Contractor's compliance with the approved progress schedule and schedule of shop drawing submissions.
- 12.2.16 Consult with Owner/Engineer in advance of scheduling major tests, inspections or start of important phases of the work.

- 12.2.17 Report immediately the occurrence of any accident.
- 12.2.18 Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to Owner/Engineer, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.
- 12.2.19 During the course of the work, verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed, and deliver this material to Owner/Engineer for his review prior to final acceptance of the work.
- 12.2.20 Before Owner/Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- 12.2.21 Conduct final inspection in the company of Owner/Engineer and Contractor and prepare a final list of items to be completed or corrected.
- 12.2.22 Verify that all items on final list have been completed or corrected and make recommendations to Owner/Engineer concerning acceptance.
- 12.3 Except upon written instructions of Owner/Engineer, Resident Project Representative:
 - 12.3.1 Shall not authorize any deviation from the contract documents or approve any substitute materials or equipment;
 - 12.3.2 Shall not exceed limitations on Owner/Engineer's authority as set forth in the contract documents;
 - 12.3.3 Shall not undertake any of the responsibilities of Contractor, Subcontractors or Contractor's Superintendent, or expedite the work;
 - 12.3.4 Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the contract documents;
 - 12.3.5 Shall not advise on or issue directions as to safety precautions and programs in connection with the work;
 - 12.3.6 Shall not authorize Owner to occupy the project in whole or in part; and
 - 12.3.7 Shall not participate in specialized field or laboratory tests.

ARTICLE 13 - APPRENTICES

- 13.1 In accordance with the requirement of Section 446.011, Florida Statutes, the following requirements to safeguard the welfare of apprentices and trainees shall be a part of this contract, if applicable.
- 13.1.1 Contractor agrees to hire for the performance of the contract, a number of apprentices or trainees in each occupation which bears to the average number of the journeymen in that occupation to be employed in the performance of the contract, the ratio of at least one apprentice or trainee to every five journeymen.
 - 13.1.2 Contractor agrees, when feasible to assure that 25% of such apprentices or trainees are in their first year of training, except when the number of apprentices or trainees to be hired is fewer than four.
 - 13.1.3 Contractor agrees to submit, at three month intervals, to the Bureau of Apprenticeship of the Division of Labor, records of employment by trade of the number of apprentices or trainees employed; race of all apprentices; the number of apprentices or trainees in their first year of training; and total hours of work of all apprentices, trainees, and journeymen.
 - 13.1.4 Contractor agrees to submit to the Bureau of Apprenticeship of the Division of Labor, at three month intervals, a statement describing steps taken toward making a diligent effort in the hiring of apprentices and trainees and containing a breakdown by craft of hours worked and wages paid for first year apprentices or trainees, other apprentices or trainees and journeymen.

NOTE: The form of all submittals, notices, change orders and other documents permitted or required to be used or transmitted under the Contract shall be determined by the County.

END OF SECTION



An Equal Opportunity Employer

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)
On the Internet at: WaterMatters.org

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)
SUNCOM 572-6200

Lecanto Service Office
3600 West Sovereign Path
Suite 226
Lecanto, Florida 34461-8070
(352) 527-8131
SUNCOM 667-3271

Sarasota Service Office
6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)
SUNCOM 531-6900

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)
SUNCOM 578-2070

- Watson L. Haynes II**
Chair, Pinellas
- Heidi B. McCree**
Vice Chair, Hillsborough
- Judith C. Whitehead**
Secretary, Hernando
- Talmadge G. "Jerry" Rice**
Treasurer, Pasco
- Edward W. Chance**
Manatee
- Thomas G. Dabney**
Sarasota
- Maggie N. Dominguez**
Hillsborough
- Ronnie E. Duncan**
Pinellas
- Ronald C. Johnson**
Polk
- Janet D. Kovach**
Hillsborough
- Patsy C. Symons**
DeSoto

February 2, 2005

RECEIVED

FEB 03 2005

WADE-TRIM, INC.

Board of County Commissioners,
Manatee County
Post Office Box 1000
Bradenton, FL 34206

Subject: Final Agency Action Transmittal Letter
ERP General Construction
Permit No.: 44019387.002
Project Name: Manatee County - 63rd Avenue Bridge Expansion Project
County: Manatee
Sec/Twp/Rge: 20,29/35S/18E

Dear Commissioners:

This letter constitutes notice of Final Agency Action for **approval** of the permit referenced above. Final approval is contingent upon no objection to the District's action being received by the District within the time frames described below.

You or any person whose substantial interests are affected by the District's action regarding a permit may request an administrative hearing in accordance with Sections 120.569 and 120.57, Florida Statute (F.S.), and Chapter 28-106, Florida Administrative Code (F.A.C.), of the Uniform Rules of Procedure. *A request for hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's action, or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no disputed facts, and (3) otherwise comply with Chapter 28-106, F.A.C.* Copies of Sections 28-106.201 and 28-106.301, F.A.C. are enclosed for your reference. A request for hearing must be filed with (received by) the Agency Clerk of the District at the District's Brooksville address within 21 days of receipt of this notice. Receipt is deemed to be the fifth day after the date on which this notice is deposited in the United States mail. Failure to file a request for hearing within this time period shall constitute a waiver of any right you or such person may have to request a hearing under Sections 120.569 and 120.57, F.S. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding the District's action in this matter is not available prior to the filing of a request for hearing.

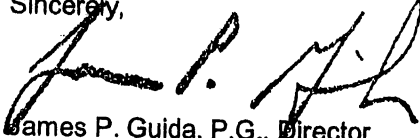
Enclosed is a "Noticing Packet" that provides information regarding the District Rule 40D-1.1010, F.A.C., which addresses the notification of persons whose substantial interests may be affected by the District's action in this matter. The packet contains guidelines on how to provide notice of the District's action, and a notice that you may use.

- David L. Moore**
Executive Director
- Gene A. Heath**
Assistant Executive Director
- William S. Billenky**
General Counsel

The enclosed approved construction plans are part of the permit, and construction must be in accordance with these plans.

If you have questions concerning the permit, please contact Tanase S. Bude, E.I., at the Sarasota Service Office, extension 6550. For assistance with environmental concerns, please contact Edward M. Craig IV, CPSS, extension 6556.

Sincerely,



James P. Guida, P.G., Director
Sarasota Regulation Department

JPG:TSB:EMC:bxm

Enclosures: Approved Permit w/Conditions Attached
Approved Construction Drawings
Statement of Completion
Notice of Authorization to Commence Construction
Noticing Packet (42.00-039)
Sections 28-106.201 and 28-106.301, F.A.C.

cc/enc: File of Record 44019387.002
Tod L. Phinney, P.E., Manatee County Project Management Department
Jeffrey D. Trim, P.E., Wade-Trim

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
GENERAL CONSTRUCTION MODIFICATION
PERMIT NO. 44019387.002

Expiration Date: February 2, 2010

PERMIT ISSUE DATE: February 2, 2005

This permit is issued under the provisions of Chapter 373, Florida Statutes (F.S.), and the Rules contained in Chapters 40D-4 and 40, Florida Administrative Code (F.A.C.). The permit authorizes the Permittee to proceed with the construction of a surface water management system in accordance with the information outlined herein and shown by the application, approved drawings, plans, specifications, and other documents, attached hereto and kept on file at the Southwest Florida Water Management District (District). Unless otherwise stated by permit specific condition, permit issuance constitutes certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C. 1341. All construction, operation and maintenance of the surface water management system authorized by this permit shall occur in compliance with Florida Statutes and Administrative Code and the conditions of this permit.

PROJECT NAME: Manatee County - 63rd Avenue Bridge Expansion Project

GRANTED TO: Board of County Commissioners, Manatee County
Post Office Box 1000
Bradenton, FL 34206

ABSTRACT: This permit is a formal modification of the existing permit No. 44019387.000 issued on October 27, 1999, and expired on October 27, 2004. In this period the Permittee, Manatee County, did not perform the work approved by the original permit. This formal modification of the original permit consists of construction of a surface water management system to serve a 2.59 acre bridge replacement, over the Pearce Canal. The construction includes an approximate 87 foot wide, 35 foot single-span structure, approximately 451 feet of approach length, and an associated storm conveyance system. One wetland, referenced as Pearce Canal, totaling 0.08 acre, is located within the project area. Permanent wetland impacts of 0.02 acre and temporary shading impacts of 0.05 acre will occur within Pearce Canal by reconstructing the new 63rd Avenue bridge. Mitigation to offset the 0.02 acre of permanent and 0.05 acre of temporary shading wetland impacts will not be required pursuant to Chapter 373.406(6), F.S. All other conditions of Permit No. 44019387.000 apply.

OP. & MAINT. ENTITY: Manatee County Public Works

COUNTY: Manatee

SEC/TWP/RGE: 20,29/35S/18E

**TOTAL ACRES OWNED
OR UNDER CONTROL:** 2.59

PROJECT SIZE: 2.59 Acres

LAND USE: Road Project

DATE APPLICATION FILED: October 18, 2004

AMENDED DATE: N/A

I. Water Quantity/Quality

Comments: Approximately 3,971 cubic feet of the treatment volume has been provided in four dry-bottom retention areas.

A mixing zone is not required.

A variance is not required.

II. 100-Year Floodplain

Encroachment (Acre-Feet of fill)	Compensation (Acre-Feet of excavation)	Compensation Type*	Encroachment Result**(feet)
		NE []	Depth [N/A]
0.10	0.10	EE [X]	Depth [N/A]
		SM []	Depth [N/A]
		MI []	Depth [N/A]

*Codes [X] for the type or method of compensation provided are as follows:

NE = No Encroachment

EE = Equivalent Excavation to offset project filling per Section 4.4 of the District's Basis of Review;

SM = Storage Modeling hydrographs of pond and receiving stages indicate timing separation;

MI = Minimal Impact based on modeling of existing stages vs. post-project encroachment.

N/A = Not Applicable

Depth of change in flood stage (level) over existing receiving water stage resulting from floodplain encroachment caused by a project that claims **MI type of compensation.

III. Environmental Considerations

Comments: One wetland, referenced as Pearce Canal, totaling 0.08 acre, is located within the project area. Permanent wetland impacts of 0.02 acre and temporary shading impacts of 0.05 acre will occur within Pearce Canal by reconstructing the new 63rd Avenue bridge. Mitigation to offset the 0.02 acre of permanent and 0.05 acre of temporary shading wetland impacts will not be required pursuant to Chapter 373.406(6), F.S.

Watershed Name: Manatee River

A regulatory conservation easement is not required.

A proprietary conservation easement is not required.

SPECIFIC CONDITIONS

1. If the ownership of the project area covered by the subject permit is divided, with someone other than the Permittee becoming the owner of part of the project area, this permit shall terminate, pursuant to Section 40D-1.6105, F.A.C. In such situations, each land owner shall obtain a permit (which may be a modification of this permit) for the land owned by that person. This condition shall not apply to the division and sale of lots or units in residential subdivisions or condominiums.

2. Unless specified otherwise herein, two copies of all information and reports required by this permit shall be submitted to:

Sarasota Regulation Department
Southwest Florida Water Management District
6750 Fruitville Road
Sarasota, FL 34240-9711

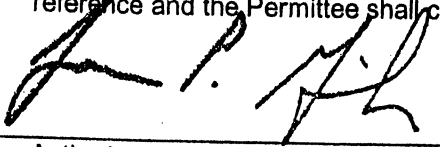
The permit number, title of report or information and event (for recurring report or information submittal) shall be identified on all information and reports submitted.

3. The Permittee shall retain the design engineer, or other professional engineer registered in Florida, to conduct on-site observations of construction and assist with the as-built certification requirements of this project. The Permittee shall inform the District in writing of the name, address and phone number of the professional engineer so employed. This information shall be submitted prior to construction.
4. Within 30 days after completion of construction of the permitted activity, the Permittee shall submit to the Sarasota Service Office a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the required Statement of Completion and Request for Transfer to Operation Entity form identified in Chapter 40D-1.659, F.A.C., and signed, dated and sealed as-built drawings. The as-built drawings shall identify any deviations from the approved construction drawings.
5. The District reserves the right, upon prior notice to the Permittee, to conduct on-site research to assess the pollutant removal efficiency of the surface water management system. The Permittee may be required to cooperate in this regard by allowing on-site access by District representatives, by allowing the installation and operation of testing and monitoring equipment, and by allowing other assistance measures as needed on site.
6. For dry bottom retention systems, the retention areas shall become dry within 72 hours after a rainfall event. If a retention area is regularly wet, this situation shall be deemed to be a violation of this permit.
7. The operation and maintenance entity shall submit inspection reports in the form required by the District, in accordance with the following schedule.

For systems utilizing retention or wet detention, the inspections shall be performed two (2) years after operation is authorized and every two (2) years thereafter.
8. This permit is issued based upon the design prepared by the Permittee's consultant. If at any time it is determined by the District that the Conditions for Issuance of Permits in Rules 40D-4.301 and 40D-4.302, F.A.C., have not been met, upon written notice by the District, the Permittee shall obtain a permit modification and perform any construction necessary thereunder to correct any deficiencies in the system design or construction to meet District rule criteria. The Permittee is advised that the correction of deficiencies may require re-construction of the surface water management system and/or mitigation areas.

GENERAL CONDITIONS

1. The general conditions attached hereto as Exhibit "A" are hereby incorporated into this permit by reference and the Permittee shall comply with them.

A handwritten signature in black ink, appearing to be "J.P. [unclear]", written over a horizontal line.

Authorized Signature

EXHIBIT "A"

1. All activities shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications, shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. For general permits authorizing incidental site activities, the following limiting general conditions shall also apply:
 - a. If the decision to issue the associated individual permit is not final within 90 days of issuance of the incidental site activities permit, the site must be restored by the permittee within 90 days after notification by the District. Restoration must be completed by re-contouring the disturbed site to previous grades and slopes re-establishing and maintaining suitable vegetation and erosion control to provide stabilized hydraulic conditions. The period for completing restoration may be extended if requested by the permittee and determined by the District to be warranted due to adverse weather conditions or other good cause. In addition, the permittee shall institute stabilization measures for erosion and sediment control as soon as practicable, but in no case more than 7 days after notification by the District.
 - b. The incidental site activities are commenced at the permittee's own risk. The Governing Board will not consider the monetary costs associated with the incidental site activities or any potential restoration costs in making its decision to approve or deny the individual environmental resource permit application. Issuance of this permit shall not in any way be construed as commitment to issue the associated individual environmental resource permit.
4. Activities approved by this permit shall be conducted in a manner which does not cause violations of state water quality standards. The permittee shall implement best management practices for erosion and a pollution control to prevent violation of state water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
5. Water quality data for the water discharged from the permittee's property or into the surface waters of the state shall be submitted to the District as required by the permit. Analyses shall be performed according to procedures outlined in the current edition of Standard Methods for the Examination of Water and Wastewater by the American Public Health Association or Methods for Chemical Analyses of Water and Wastes by the U.S. Environmental Protection Agency. If water quality data are required, the permittee shall provide data as required on volumes of water discharged, including total volume discharged during the days of sampling and total monthly volume discharged from the property or into surface waters of the state.

6. District staff must be notified in advance of any proposed construction dewatering. If the dewatering activity is likely to result in offsite discharge or sediment transport into wetlands or surface waters, a written dewatering plan must either have been submitted and approved with the permit application or submitted to the District as a permit prior to the dewatering event as a permit modification. A water use permit may be required prior to any use exceeding the thresholds in Chapter 40D-2, F.A.C.
7. Stabilization measures shall be initiated for erosion and sediment control on disturbed areas as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased.
8. Off-site discharges during construction and development shall be made only through the facilities authorized by this permit. Water discharged from the project shall be through structures having a mechanism suitable for regulating upstream stages. Stages may be subject to operating schedules satisfactory to the District.
9. The permittee shall complete construction of all aspects of the surface water management system, including wetland compensation (grading, mulching, planting), water quality treatment features, and discharge control facilities prior to beneficial occupancy or use of the development being served by this system.
10. The following shall be properly abandoned and/or removed in accordance with the applicable regulations:
 - a. Any existing wells in the path of construction shall be properly plugged and abandoned by a licensed well contractor.
 - b. Any existing septic tanks on site shall be abandoned at the beginning of construction.
 - c. Any existing fuel storage tanks and fuel pumps shall be removed at the beginning of construction.
11. All surface water management systems shall be operated to conserve water in order to maintain environmental quality and resource protection; to increase the efficiency of transport, application and use; to decrease waste; to minimize unnatural runoff from the property and to minimize dewatering of offsite property.
12. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District a written notification of commencement indicating the actual start date and the expected completion date.
13. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the occupation of the site or operation of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to a local government or other responsible entity.
14. Within 30 days after completion of construction of the permitted activity, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the required Statement of Completion and Request for Transfer to Operation Entity form identified in Chapter 40D-1, F.A.C. Additionally, if deviation from the approved drawings are discovered during the certification process the certification must be accompanied by a copy of the approved permit drawings with deviations noted.

15. This permit is valid only for the specific processes, operations and designs indicated on the approved drawings or exhibits submitted in support of the permit application. Any substantial deviation from the approved drawings, exhibits, specifications or permit conditions, including construction within the total land area but outside the approved project area(s), may constitute grounds for revocation or enforcement action by the District, unless a modification has been applied for and approved. Examples of substantial deviations include excavation of ponds, ditches or sump areas deeper than shown on the approved plans.
16. The operation phase of this permit shall not become effective until the permittee has complied with the requirements of the conditions herein, the District determines the system to be in compliance with the permitted plans, and the entity approved by the District accepts responsibility for operation and maintenance of the system. The permit may not be transferred to the operation and maintenance entity approved by the District until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall request transfer of the permit to the responsible operation and maintenance entity approved by the District, if different from the permittee. Until a transfer is approved by the District, the permittee shall be liable for compliance with the terms of the permit.
17. Should any other regulatory agency require changes to the permitted system, the District shall be notified of the changes prior to implementation so that a determination can be made whether a permit modification is required.
18. This permit does not eliminate the necessity to obtain any required federal, state, local and special District authorizations including a determination of the proposed activities' compliance with the applicable comprehensive plan prior to the start of any activity approved by this permit.
19. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40D-4 or Chapter 40D-40, F.A.C.
20. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the activities authorized by the permit or any use of the permitted system.
21. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under section 373.421(2), F.S., provides otherwise.
22. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rule 40D-4.351, F.A.C. The permittee transferring the permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to such sale, conveyance or other transfer.
23. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with District rules, regulations and conditions of the permits.
24. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the District and the Florida Department of State, Division of Historical Resources.
25. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

**ERP General Conditions
Individual (Construction, Conceptual, Mitigation Banks), General,
Incidental Site Activities, Minor Systems**



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
JACKSONVILLE DISTRICT CORPS OF ENGINEERS
10117 PRINCESS PALM DRIVE
TAMPA, FLORIDA 33610

August 10, 2007

RECEIVED

AUG 14 2007

WADE TRIM, INC.

Tampa Regulatory Office
SAJ-1999-02463 (NW-14)
(Re-Issue)

Manatee County Government
c/o WadeTrim
Attn: Mr. Jeffrey Trim
8745 Henderson Road, Suite 220
Tampa, Florida 33634

Dear Mr. Trim:

Your application for a Department of the Army permit, has been re-assigned number SAJ-1999-2463. A review of the information and drawings provided shows the proposed work is impact approximately 0.021 acres of a wetland area for the reconstruction/replacement of the Pearce Canal Bridge. The project is located in Sections 20 & 29, Township 35 South, Range 18 East, Manatee County, Florida.

Your project, as depicted on the received drawings, is authorized by Nationwide Permit (NWP) Number 14. In addition, project specific conditions have been enclosed. This verification is valid until the NWP is modified, reissued, or revoked prior to March 18, 2012. It is incumbent upon you to remain informed of changes to the NWPs. We will issue a public notice when the NWPs are issued. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant nationwide permit is modified or revoked, you will have 12 months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this nationwide permit. Please access the U.S. Army Corps of Engineers' Jacksonville District's Regulatory web address at <http://www.saj.usace.army.mil/regulatory/permitting/nwp/nwp.htm> to access web links to view the Final Nationwide Permits, Federal Register Vol. 72, dated March 12, 2007, the Corrections to the Final Nationwide Permits, Federal Register 72, May 8, 2007, and the List of Regional Conditions. These files contain the description of the Nationwide Permit authorization, the Nationwide Permit general conditions, and the regional conditions, which apply specifically to this verification for NWP #./A copy of a portion of the Final Nationwide Permits,

Federal Register Vol. 72, dated March 12, 2007, has been enclosed, specifically pages 11180 through 11198. Additionally, enclosed is a list of the six General Conditions, which apply to all Department of the Army authorizations. You must comply with all of the special and general conditions and any project specific condition of this authorization or you may be subject to enforcement action. In the event you have not completed construction of your project within the specified time limit, a separate application or re-verification may be required.

The following special conditions are included with this verification:

1. Within 60 days of completion of the work authorized, the attached "Self-Certification Statement of Compliance" must be completed and submitted to the U.S. Army Corps of Engineers. Mail the completed form to the Regulatory Division, Enforcement Section, Post Office Box 4970, Jacksonville, Florida 32232-0019.

2. The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the U.S. Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

3. No structure or work shall adversely affect or disturb properties listed in the National Register of Historic Places or those eligible for inclusion in the National Register. Prior to the start of work, the Permittee or other party on the Permittee's behalf, shall conduct a search in the National Register Information System (NRIS). Information can be found at; <http://www.cr.nps.gov/nr/research/nris.htm>. Information on properties eligible for inclusion in the National Register can be identified by contacting the Florida Master File Office by email at fmsfile@dos.state.fl.us or by telephone at

850-245-6440.

If unexpected cultural resources are encountered at any time within the project area that was not the subject of a previous cultural resource assessment survey, work should cease in the immediate vicinity of such discoveries. The permittee, or other party, should notify the SHPO immediately, as well as the appropriate Army Corps of Engineers office. After such notifications, project activities should not resume without verbal and/or written authorization from the SHPO.

If unmarked human remains are encountered, all work shall stop immediately, and the proper authorities notified in accordance with Section 872.05, Florida Statutes, unless on Federal lands. After such notifications, project activities on non-Federal lands shall not resume without verbal and/or written authorization from the Florida State Archaeologist for finds under his or her jurisdiction.

This letter of authorization does not obviate the necessity to obtain any other Federal, State, or local permits, which may be required. In Florida, projects qualifying for this NWP must be authorized under Part IV of Chapter 373 by the Department of Environmental Protection, a water management district under §. 373.069, F.S., or a local government with delegated authority under §. 373.441, F.S., and receive Water Quality Certification (WQC) and Coastal Zone Consistency Concurrence (CZCC) (or a waiver), as well as any authorizations required by the State for the use of sovereignty submerged lands. You should check State-permitting requirements with the Florida Department of Environmental Protection or the appropriate water management district.

This letter does not give absolute Federal authority to perform the work as specified on your application. The proposed work may be subject to local building restrictions mandated by the National Flood Insurance Program. You should contact your local office that issues building permits to determine if your site is located in a flood-prone area, and if you must comply with the local building requirements mandated by the National Flood Insurance Program.

If you are unable to access the internet or require a hardcopy of any of the conditions, limitations, or expiration date for the above referenced NWP, please contact Mary L. Saunders by telephone at 813-769-7064.

Thank you for your cooperation with our permit program. The Corps Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to take a few minutes to visit the following link and complete our automated Customer Service Survey:

http://www.saj.usace.army.mil/permit/forms/customer_service.htm.
Your input is appreciated - favorable or otherwise.

Sincerely,



Mary L. Saunders
Project Manager

Enclosures

Copy/ies Furnished:

bcc:
CESAJ-RD-PE

GENERAL CONDITIONS
33 CFR PART 320-330

PUBLISHED FEDERAL REGISTER DATED 13 NOVEMBER 1986

1. The time limit for completing the work authorized ends on date identified in the letter. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort of if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow a representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

SELF-CERTIFICATION STATEMENT OF COMPLIANCE

Permit Number: NW-14

Application Number: SAJ-1999-02463

Permittee's Name & Address (please print or type): _____

Telephone Number: _____

Location of the Work: _____

Date Work Started: _____ Date Work Completed: _____

Description of the Work (e.g., bank stabilization, residential or commercial filling, docks, dredging, etc.): _____

Acreage or Square Feet of Impacts to Waters of the United States:

Describe Mitigation completed (if applicable): _____

Describe any Deviations from Permit (attach drawing(s) depicting the deviations): _____

I certify that all work, and mitigation (if applicable) was done in accordance with the limitations and conditions as described in the permit. Any deviations as described above are depicted on the attached drawing(s).

Signature of Permittee

Date

DEPARTMENT OF THE ARMY PERMIT TRANSFER REQUEST

PERMIT NUMBER: _____

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Branch, Post Office Box 4970, Jacksonville, FL 32232-0019.

(TRANSFEEE-SIGNATURE)

(SUBDIVISION)

(DATE)

(LOT)

(BLOCK)

(NAME-PRINTED)

(STREET ADDRESS)

(MAILING ADDRESS)

(CITY, STATE, ZIP CODE)

**NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND
REQUEST FOR APPEAL**

Applicant: Manatee County	File Number: SAJ-1999-2463	Date: 8/10/07
Attached is:	See Section below	
<input type="checkbox"/>	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A
<input type="checkbox"/>	PROFFERED PERMIT (Standard Permit or Letter of permission)	B
<input type="checkbox"/>	PERMIT DENIAL	C
<input type="checkbox"/>	APPROVED JURISDICTIONAL DETERMINATION	D
<input checked="" type="checkbox"/>	PRELIMINARY JURISDICTIONAL DETERMINATION	E

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at <http://usace.army.mil/inet/functions/cw/cecwo/reg> or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision and/or the appeal process you may contact:

Mary L. Saunders
Project Manager

If you only have questions regarding the appeal process you may also contact:

Michael F. Bell
404-562-5137

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

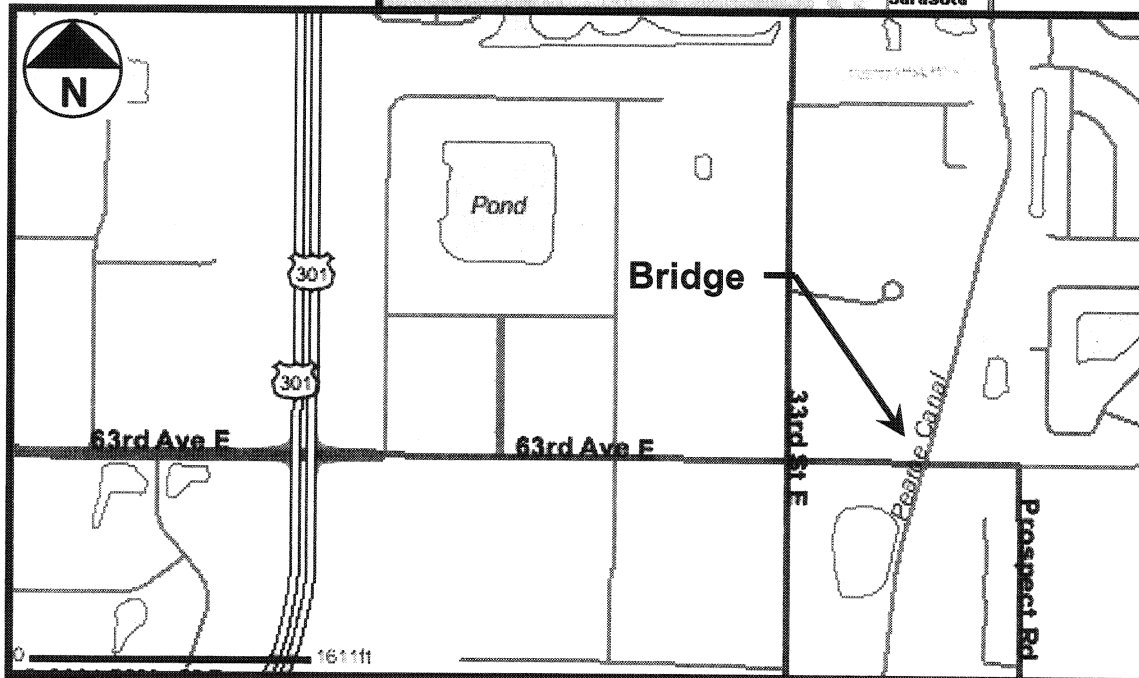
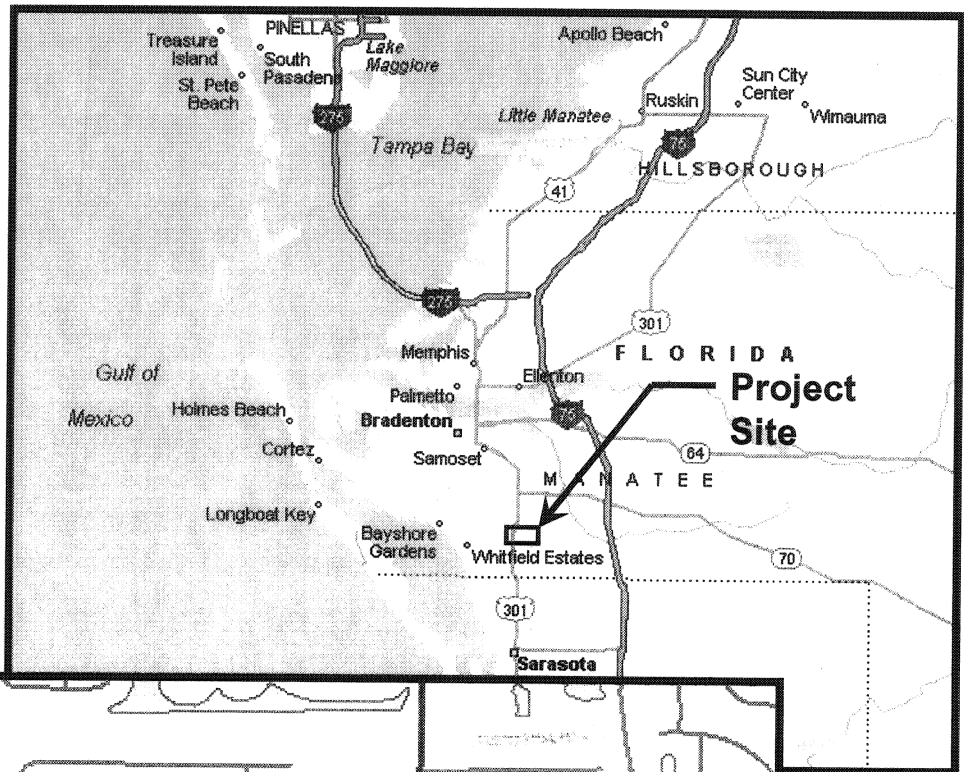
Signature of appellant or agent.

Date: _____

Telephone number: _____

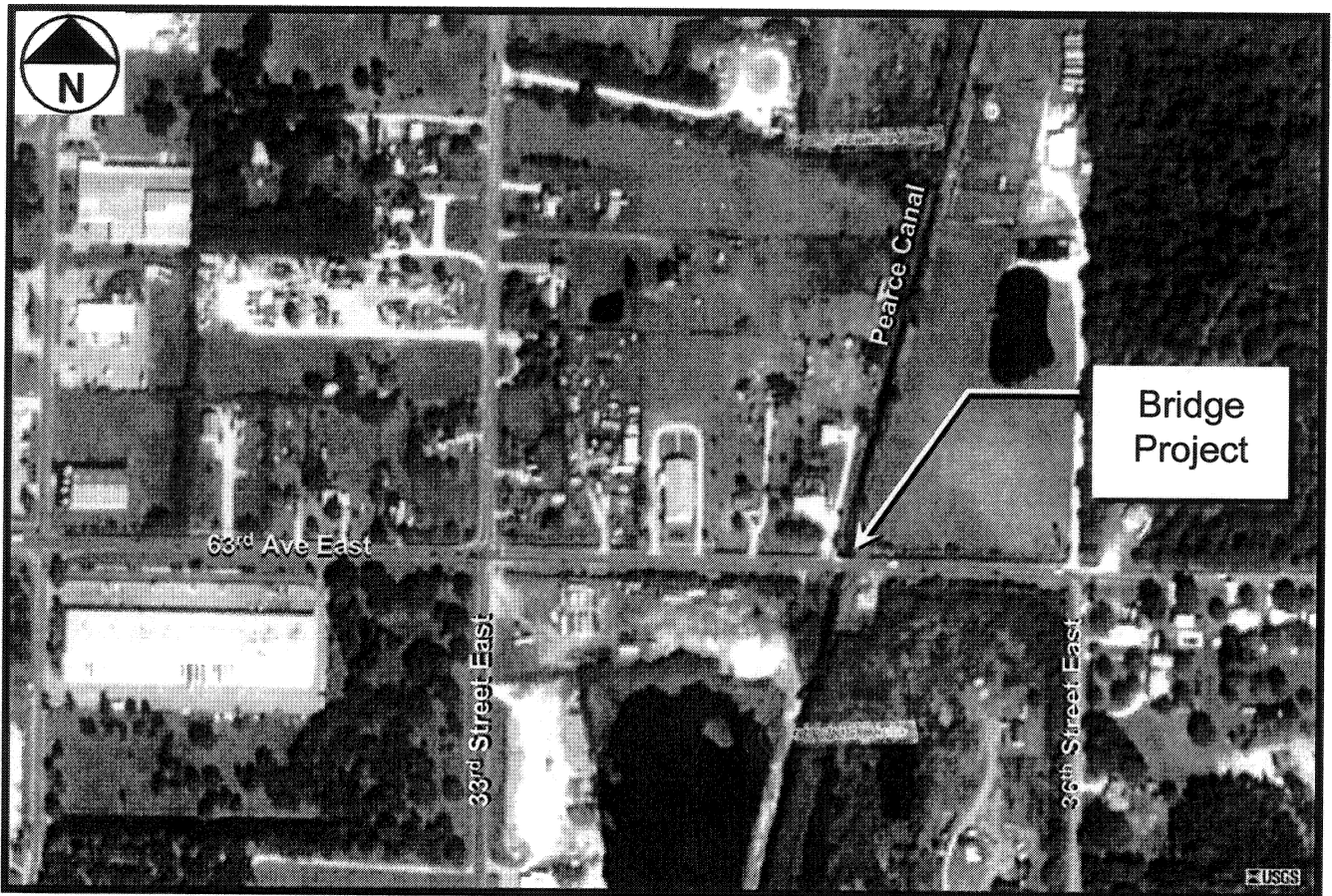
63RD AVENUE EAST (SAUNDERS RD) OVER PEARCE CANAL PROJECT LOCATION MAP

Manatee County, Florida
Township 35S, Range 18E, Sections 20 & 29



**63RD AVENUE EAST (SAUNDERS RD) OVER PEARCE CANAL
WETLAND IMPACT PLAN SHEETS**

Manatee County, Florida
Township 35S, Range 18E, Sections 20 & 29

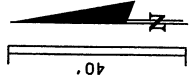


SHEET NO.

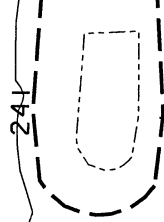
63rd AVENUE EAST

239

240



Fellowship Baptist Church



Conc. Drwy.

Conc. Drwy.

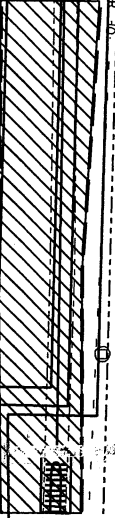
Exist. Conc. S/W

Graded Drwy

(TO REMAIN)
300
100

8" WM

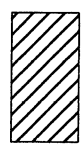
15" PVC San.



LIMITS OF SURFACE WATER IMPACTS (MAN-MADE DITCHES) • 0.050 AC

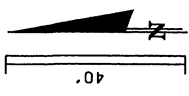


LIMITS OF JURISDICTIONAL WETLAND IMPACTS (FILL) • 0.000 AC



DESIGNED BY	DWG	DATE	5/98	REVISION DESCRIPTION & DATE	BY	NO.	PUBLIC WORKS DEPT	MANATEE COUNTY FLORIDA	63rd AVE EAST OVER PEARCE CANAL BRIDGE NO. 134042 MANATEE COUNTY, FLORIDA	WADETRIM MANATEE COUNTY 8744 HENDERSON ROAD, SUITE 220 TAMPA, FLORIDA 33634 813.862.8088 FAX 813.864.8890 CERTIFICATE OF AUTHORIZATION NO. 3462	ENGINEER	Proj. No. 3196 Dwg. Date	SUPPLEMENTAL PLAN SHEET
CHECKED BY	RLM	DATE	5/98										
DRAWN BY	RLS	DATE	5/98										
CHECKED BY	RLM	DATE	5/98										
SUPERVISED BY	KENT L. INWATERS, P.E.	DATE	5/98										

SHEET NO.



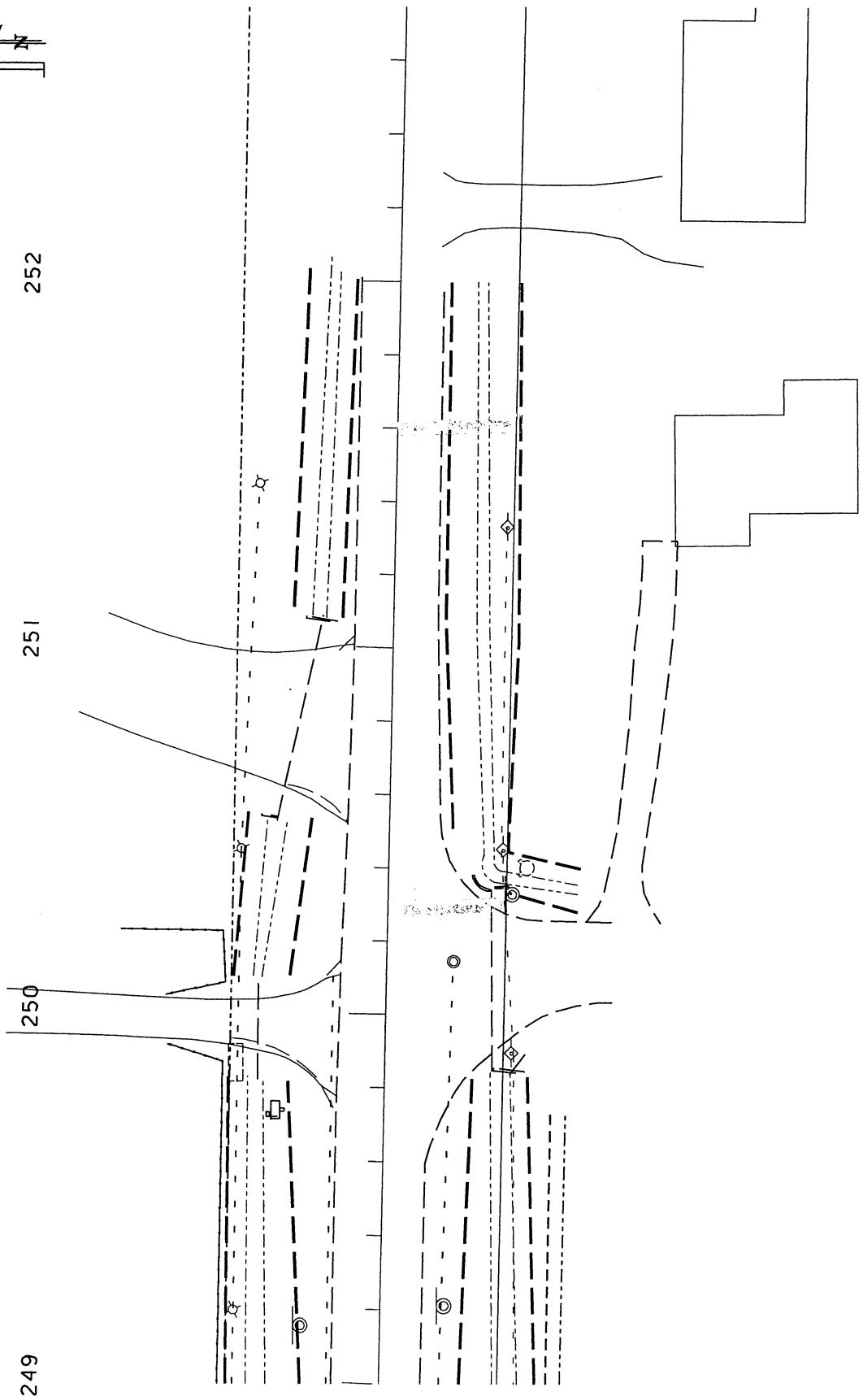
63rd AVENUE EAST

252

251

250

249



DESIGNED BY	DATE	5/06	REVISION DESCRIPTION & DATE	BY	NO.	PUBLIC WORKS DEPT	<p>MANATEE COUNTY FLORIDA</p>	<p>63rd AVE EAST OVER PEARCE CANAL BRIDGE NO. 134042 MANATEE COUNTY, FLORIDA</p>	<p>WADETRIM 8745 HENDERSON ROAD, SUITE 220 TAMPA, FLORIDA 33624 PHONE: 813-988-1800 CERTIFICATE OF AUTHORIZATION NO. 3002</p>	<p>ENGINEER</p>	<p>Proj. No. 3196 Desp. Date</p>	<p>SUPPLEMENTAL PLAN SHEET</p>
CHECKED BY	DATE	5/06										
DRAWN BY	DATE	5/06										
CHECKED BY	DATE	5/06										
SUPERVISED BY	KENT L. INWATERS, P.E.											



October 11, 2005

RECEIVED

Permit # 0133068-689 DSGP

OCT 14 2005

WADE TRIM, INC.

Mr. Timothy A. Hochuli, PE, Director
Manatee County Project Management Department
1026 26th Avenue East
Bradenton, FL 34208

WATER SYSTEM: Manatee County
PROJECT NAME: 63rd Avenue East (Saunders Road)
Over Pearce Canal, Bridge No. 134042
EXPIRES: October 03, 2010

Dear Mr. Hochuli:

Our office received the Notice of Intent to Use a General Permit for construction of the referenced water distribution system on **October 03, 2005**.

Please be advised that the activity must conform to the description contained in your Notice of Intent to Use a General Permit and that any deviation may subject the system to enforcement action.

Upon completion of the project, please provide us with the following:

- (1) A "Request for Letter of Release to Place Water Supply System into Service" DEP Form 62-555.910(9).
- (2) Copies of satisfactory bacteriological test results taken on two consecutive days at points indicated on approved plans. See sheets 17 and 18 for sample location at end of line connection (1).
- (3) Pressure test results of the water system.

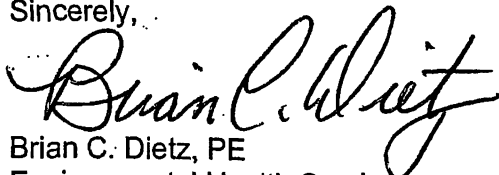
Following the receipt of this information we may then issue a clearance letter releasing the facilities for public use. This project may not be placed into service until a letter of clearance has been issued.

63rd Avenue East (Saunders Road)
Over Pearce Canal, Bridge No. 134042
October 11, 2005
Page 2

This General Permit does not relieve the permittee of the responsibility for obtaining a Dredge and Fill Permit where it is required.

If you have any questions, please call Harry Messick at (941)748-0747, ext. 1355.

Sincerely,

A handwritten signature in black ink that reads "Brian C. Dietz". The signature is written in a cursive style with a large, prominent "B" and "D".

Brian C. Dietz, PE
Environmental Health Services

BCD/hm/bb

cc: Tim Hochuli, PE
Jeffery D. Trim, PE/Wade-Trim
File

STATEMENT OF NO BID

If you do not intend to bid please complete and return this form immediately to:

Manatee County Purchasing
1112 Manatee Avenue West, Suite 803
Bradenton, Florida 34205

We, the undersigned, have declined to bid on Bid No.: 09-0748DC 63rd Avenue East Bridge #134042 Over Pearce Canal for the following reason(s):

- Specifications too restrictive, i.e., geared toward one brand or manufacturer.
- Insufficient time to respond
- We do not offer this product or service
- Our schedule would not permit us to perform
- Unable to meet specifications
- Unable to meet Bond requirement
- Specifications unclear (explain below)
- Unable to meet insurance requirements
- Remove us from your "Bidders List"
- Other (specify below)

REMARKS:

We understand that if we do not submit a Bid and this Statement of No Bid is not executed and returned, our company may not be contacted by you for this commodity or service.

Company Name: _____

Company Address: _____

Telephone: _____ Fax: _____

Date: _____

Signature: _____

(Print or type name and title of above signer)

email address: _____