



**INVITATION FOR BID (IFB #11-0741-OV)
Beach Nourishment Project, Anna Maria Island,
City of Anna Maria and Coquina Beach, Manatee County, FL**

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

NON-MANDATORY INFORMATION CONFERENCE

In order to insure that all prospective bidders have sufficient information and understanding of the County's needs, an Information Conference will be held **December 29, 2010 at 11:00 AM. Location: Manatee County Administration Building, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.** Attendance is highly encouraged.

REF: B.04 An inspection of the project site shall be acknowledged in Section 00300, Bid Form, page 00300-1.

DEADLINE FOR CLARIFICATION REQUESTS: January 7, 2011
(Reference Bid Article A.06)

TIME AND DATE DUE: January 18, 2011 at 2:00 PM
Manatee County Purchasing, 1112 Manatee Avenue West, Bradenton, FL 34205

Important Note: A prohibition of Lobbying has been enacted. Please review paragraph A.08 carefully to avoid violation and possible sanctions.

AUTHORIZED FOR RELEASE: 

FOR INFORMATION CONTACT
Olga Valcich (941) 749-3055
Email: olga.valcich@mymanatee.org

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U.S. Army Corps of Engineers Permit No. SAJ-2000-3874 (SP-CJW)..... 97 Total Pages

Plans 13 Total Pages

SECTION 00010
INFORMATION TO BIDDERS

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 their representatives are invited to be present.

Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their bid delivered to the Manatee County Purchasing Division for receipt on or before the stated time and date. If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Purchasing Division. Bids 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.02 SEALED & MARKED

One original and two copies of your **signed bid** shall be submitted in one **sealed package**, clearly marked on the outside **"Sealed Bid #11-0741-OV Beach Nourishment Project, Anna Maria Island, City of Anna Maria and Coquina Beach, Manatee County, FL."**

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

A.03 SECURING OF DOCUMENTS

Complete individual copies of the bidding documents for the project and/or products can be obtained, free of charge, at the Manatee County Administration Building located at 1112 Manatee Avenue West, Suite 803, Purchasing Division; phone No. 941-749-3014. Documents may be obtained between the hours of 8:00 AM to 4:00 PM Monday through Friday, exception of holidays. Complete set of the bidding document must be used in preparing bids. The County assumes no responsibility for errors and misinterpretations resulting from the use of incomplete sets of bidding document.

A.04 BID DOCUMENTS

Bids on <http://www.mymanatee.org>. Bid documents and the Notices of Source Selection related to those Bids are available for download in a portable document format (.PDF) file on the Manatee County web page on the Purchasing tab under "Bids." You may view and print these files 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. **Manatee County collaborates with the Manatee Chamber of Commerce** on distributing solicitations using the RFP Tool web page on the Chambers website: <http://www.ManateeChamber.com> to post Bid documents in a portable document

A.04 BID DOCUMENTS (Continued)

format (.PDF) file. This step is in addition to the posting on Manatee County Government web pages.

Manatee County may also use an internet service provider to distribute Bids. A link to that service, <http://www.DemandStar.com>, is provided on this website under the Tab "DemandStar". Participation in the DemandStar system is not a requirement for doing business with Manatee County.

Note: The County posts the Notice of Source Selection seven calendar days prior to the effective date of the award.

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

A.05 MODIFICATION OF BID SPECIFICATIONS

If a bidder wishes to recommend changes to the bid specifications, the bidder 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 specifications. Unless an addendum is issued, the bid specifications shall remain unaltered. **Bidders must fully comply with the bid specifications, terms, and conditions.**

A.06 DEADLINE FOR CLARIFICATION REQUESTS

January 7, 2011 at 5:00 PM shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the Invitation for Bids to the Manatee County Purchasing Office.

This deadline has been established to maintain fair treatment for all potential bidders, while maintaining the expedited nature of the Economic Stimulus that the contracting of this work may achieve.

A.07 CLARIFICATION & ADDENDA

Each bidder shall examine all Invitation for Bids 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 the Invitation for Bids 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.

A.07 CLARIFICATION & ADDENDA (Continued)

If any addenda are issued to this Invitation for Bid, the County will Broadcast the addenda on the Demand Star distribution system to “Planholders” on this web service, and post the documents on the Purchasing Division’s web page at <http://www.mymanatee.org> which can be accessed by clicking on the “Purchasing” button and then clicking on the “Bids” button. It shall be the responsibility of each bidder, prior to submitting their bid, to contact Manatee County Purchasing (see contact on page 1) to determine if addenda were issued and to make such addenda a part of their bid.

A.08 LOBBYING

After the issuance of any Invitation For Bid, prospective bidders, or any agent, representative or person acting at the request of such bidder shall not contact, communicate with or discuss any matter relating in any way to the Invitation For Bid with any officer, agent or employee of Manatee County other than the Purchasing Director or as directed in the Invitation For Bid. This prohibition begins with the issuance of any Invitation For Bid, and ends upon execution of the final contract or when the invitation 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 Division, in writing.

A.09 UNBALANCED BIDDING PROHIBITED

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

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

In the event the County determines that a bid is presumed unbalanced, it will request the opportunity to, and reserves the right to, review all sources quotes, bids, price lists, letters of intent, etc., which the bidder obtained and upon which the bidder relied upon to develop the bid. The County reserves the right to reject as non-responsive any

A.09 UNBALANCED BIDDING PROHIBITED (Continued)

presumptive unbalanced bids where the bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs.

A.10 FRONT END LOADING OF BID PRICING PROHIBITED

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

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

A.11 WITHDRAWAL OF OFFERS

Vendors may withdraw offers as follows: a) Mistakes discovered before the opening of a solicitation may be withdrawn by written notice from the bidder submitting the offer. This request must be received in the office designated for receipt of offers in the solicitation document prior to the time set for delivery and opening of the offers. A copy of the request shall be retained and the unopened offer returned to that vendor. b) After the responses to a solicitation are opened or a selection has been determined, but before a contract is signed, a vendor alleging a material mistake of fact may be permitted to withdraw their offer if: (1) the mistake is clearly evident on the solicitation document; or (2) the bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. Request to withdraw and offer must be in writing and approved by the Purchasing Official.

A.12 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.13 BID EXPENSES

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

A.14 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission. Also, the County reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of 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 all items combined, the bid of the lowest responsive, responsible bidder will be accepted, unless all bids are rejected. The lowest responsible bidder shall mean **that bidder who makes the lowest bid to sell goods and/or services of a quality which** 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 shall submit a bid which conforms in all material respects to the requirements set forth in the Invitation For Bid. To be a responsible bidder, the bidder 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 furnish the 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.15 APPLICABLE LAWS

Bidder must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting agreement. Any involvement with any Manatee County procurement shall be in accordance with Manatee County Purchasing Code of Laws as amended. Any actual or prospective bidder 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 shall be submitted in writing prior to the scheduled opening date of this bid, 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. 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.16 COLLUSION

By offering a submission to this Invitation For Bid, the bidder certifies that he has not divulged, discussed or compared their bid with other bidder, and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case

A.16 COLLUSION (Continued)

of a joint bid each party thereto certifies as to their own organization, that in connection with this bid:

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

A.17 CODE OF ETHICS

With respect to this bid, if any bidder 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 may be disqualified from performing the work described in this bid or from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for work or for goods or services for Manatee County. The County anticipates that all statements made and materials submitted in a bid will be truthful. If a bidder is determined to be untruthful in its bid or any related presentation, such bidder may be disqualified from further consideration regarding this Invitation For Bid.

A.18 BID FORMS

Bids must be submitted on attached County forms, although additional pages may be attached. **Bidders must fully complete all pages of the Bid Form. Bid Form must be executed by an authorized signatory who has the legal authority to make the offer and bind the company. Bidders must fully comply with all specifications, terms and conditions.**

A.19 LEGAL NAME

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

A.20 DRUG FREE WORK PLACE

The Manatee County Board of County Commissioners adopted a policy regarding bidders maintaining a Drug Free Work Place, prohibiting the award of bids to any person or entity that has not submitted written certification to the County that it has complied with those requirements. A Drug Free Work Place Certification Form is attached to this bid for this purpose.

A.21 BE GREEN

All Bidders are encouraged to use as many environmentally preferable “green” products, materials, supplies, etc. as possible in order to promote a safe and healthy environment. Environmentally preferable are products or services that have a reduced adverse effect on the environment. Provide detail of your organization’s initiative and its ability to meet the goal of environmental sustainability.

A.22 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

A person or affiliate who has been placed on the State’s convicted vendor list following a conviction for a public entity crime, as that term is defined in Florida Statute § 287.133, may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute § 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted list.

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

A.22 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES (Continued)

To insure compliance with the foregoing, the Code requires all persons or entities desiring to contract with the County to execute and file with the purchasing official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with the County.

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

A.23 DISCOUNTS

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

A.24 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 85-8012622206C-6); therefore, the vendor is prohibited from delineating a separate line item in his bid for any sales or service taxes. Nothing herein shall affect the vendor's normal tax liability.

A.25 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.26 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 Opening** should contact the person named on the first page of this bid document at least twenty-four (24) hours in advance of either activity.

A.27 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 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.28 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.29 MATHEMATICAL ERRORS

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

A.30 DISCLOSURE

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

Bids become "Public Records" ten (10) days after the bid 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 documents shall be conducted at the public opening of the bids.

Based on the above, Manatee County will receive bids at the date and time stated, and will make public at the opening the names of the business entities of all that submitted an offer and any amount presented as a total offer without any verification of the mathematics or the completeness of the offer. Upon the expiration of the statutory term for exemption the actual documents may be inspected or copied. When County staff have completed a mathematic validation and inspected the completeness of the offers, tabulation shall be posted on www.mymanatee.org.

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, SHALL HAVE PRECEDENCE.

END OF SECTION "A"

SECTION 00020
BASIS OF AWARD

B.01 BASIS OF AWARD

This Beach Nourishment Project includes two (2) Bid Forms. Bid “A” references the Beach Nourishment requirements for Coquina Beach segment and Bid “B” references the Beach Nourishment requirements for the City of Anna Maria Island segment. Both Bid “A” and Bid “B” Bid Forms shall be completed and submitted in order to be responsive to this bid.

Only one (1) award shall be made to the most responsive, responsible bidder meeting specifications and having the **lowest Total Bid Price for Bid “A” AND Bid “B”**, for the requirements listed on the Bid Forms 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 the Contract Documents to the County's satisfaction within the prescribed time.

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 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 of the County 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.**

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 County. Subcontracts shall be awarded only to those subcontractors considered satisfactory by the County.

Minimum Insurance Limits of Marine Insurance are included for this project. (SEE TECHNICAL PROVISIONS, PAGES TP-30 THROUGH TP-33.)

B.04 INSPECTION OF SITE

Prior to submission of a bid, each bidder shall visit the site to become familiar with all conditions that may affect services that are required to completely execute the full intent of these specifications. Site visit shall be acknowledged in Section 00300, Bid Form, page 00300-1.

B.05 PREPARATION OF 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 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 in accordance with the Manatee County Code of Laws, Chapter 2-26, Manatee County Purchasing Ordinance and the Standards and Procedures approved by the County Administrator).

END OF SECTION "B"

SECTION 00030
GENERAL TERMS AND CONDITIONS OF THE CONTRACT

C.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 there under 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 COMMENCEMENT AND COMPLETION OF WORK

The Contractor shall commence work under this contract by March 1, 2011, shall prosecute said work diligently, and shall complete the entire work ready for use within forty-five (45) days of the commencement of work and shall completed by April 30, 2011.

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 County the sum of **\$3,000.00** 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. It is the Contractor's responsibility for the care of the materials.

C.05 PAYMENT (Continued)

Any damage to or loss of said materials is the full responsibility of the Contractor. 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. 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, material men, 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 material men, 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 re-inspection 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 County 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, unless otherwise specified, from final acceptance by the County to be free from defects due either to faulty materials or equipment or faulty workmanship.

All materials, equipment, and workmanship furnished and installed by the contractor is warranted and guaranteed by the contractor to be such as to meet the required standards and to accomplish the purpose and function of the project as defined, detailed, and specified herein.

The County 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 County as to any claims or actions for breach of guaranty or breach of warranty that the County might have against parties other than the contractor, and do not constitute exclusive remedies of the County 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 re-advertise 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 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 (FOR THIS PROJECT, SEE TECHNICAL PROVISIONS, PAGES TP-30 THROUGH TP-33).

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 10 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 Workers' Compensation Act or any other coverage required by the contract documents which are customarily insured under Part One of the standard Workers' Compensation Policy.

C.14 INSURANCE (Continued)

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) 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 Each Occurrence	<u>\$300,000</u>
Fire Damage (Any One Fire)	<u>\$Nil</u>
Medical Expense (Any One Person)	<u>\$Nil</u>

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 County and the County'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).

C.14 INSURANCE (Continued)**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 Official thirty (30) days prior to the date of their expiration.

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, material men 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 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 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.

C.15 BID BOND/CERTIFIED CHECK (Continued)

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 re-advertise 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 to remain in effect for one year after final payment becomes due.

C.17 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

C.17 NO DAMAGES FOR DELAY (Continued)

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 extend specifically provided above.

C.18 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.19 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.

END OF SECTION "C"

SECTION 00100
BID SUMMARY

D.01 THE WORK

The beach nourishment project consists of two separate fill segments on Anna Maria Island.

a). Coquina Beach Segment: The Coquina Beach Segment of the beach nourishment project consists of the placement of approximately 206,000 cubic yards of fill on a beach segment in the southern end of Anna Maria Island.

b). City of Anna Maria Segment: The City of Anna Maria Segment of the beach nourishment project consists of placement of approximately 25,000 cubic yards of fill on a beach segment within the City of Anna Maria on the northern end of Anna Maria Island.

The Work shall include the hydraulic excavation of sediment from the borrow area, transport to the beach and placement of the sediment within the lines and grades shown in the Plans, water turbidity control, water quality monitoring, tilling (optional as directed by the Engineer) temporary sand ramps over the dredge pipeline, final cleanup, escarpment leveling and restoration of any disturbed area within or adjacent to the project.

The Contractor shall commence dredging under the contract by March 1, 2011, shall prosecute said Work diligently, and shall complete the entire work ready for use within forty-five (45) days of the commencement of work.

All Work shall be completed by April 30, 2011.

The Contractor shall furnish all surveying, working drawings, labor, materials, equipment, tools, services and incidentals necessary to complete all Work required by these Specifications and as shown on the Contract Drawings.

The Contractor shall perform the Work complete, in place and ready for continuous service and shall include any repairs, replacements, and / or restoration required as a result of damages caused by the Contractor or the Contractor's activities including those of the Contractor's subcontractor.

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

The Work 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 County 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 County. If County, after due investigation, has reasonable objection to any proposed subcontractor, supplier, other person or organization, County may, before the Notice of Award is given, 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, County may award the contract to the next lowest qualified Bidder that proposes to use acceptable subcontractors, suppliers, and other persons who County 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 County for the proper completion of all Work to be executed under this contract.

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 its initials by the change. Any bid may be rejected which contains any omissions, alterations, irregularities of any kind, or which shall in any manner fail to conform to bid requirements.

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

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 County of all conflicts, errors, or discrepancies in the Bid Document.

D.04 EXAMINATION OF CONTRACT DOCUMENTS AND SITE (Continued)

The accuracy of the existing utility locations shown on the plans is approximate and without express 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.

County 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 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 County unless otherwise provided in the Contract Documents.

D.05 MATERIALS AND WORKMANSHIP

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

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

D.06 REGULATIONS AND MATERIAL DISPOSAL

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

D.07 DISCRETIONARY WORK

This Bid Item entails minor increases (that may be directed by staff) to existing bid item quantities or minor modification items not bid which were unforeseen and necessary during the construction to provide a safe, complete project in accordance with Bid Documents. (This will not affect the requirement for change orders involving major modifications to the project.) Payment for all Work under this item shall be made only at the County's discretion in order to satisfactorily complete the project. In general, this item is for unanticipated conflicts and/or design changes required during construction which are necessary to complete the project without changing the initial scope of Work and without costly delays.

END OF SECTION "D"

SECTION 00150
MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION

E.01 Vendor Registration

All vendors are encouraged to register with Manatee County using the on-line "Vendor Registration" web page on www.mymanatee.org.

Enclosed are a copy of the current Manatee County law that details the County's Local Preference and the County's definition of a Local Business.

If you assert that your firm meets the stated definition of a Local Business, we ask that in addition to registering on the County's Web page, you fill out the attached "**Affidavit As To Local Business Form**" that is included in this section, have the completed document notarized, and mail the original to the following address: Manatee County Administration Center, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.

Your cooperation in registering your business with Manatee County will enhance our opportunities to identify sources for goods and services, plus identify Local Businesses. This information is used for soliciting quotations up to \$250,000.00 and for competitive solicitations of larger purchases.

You will note that Manatee County collaborates with the Manatee Chamber of Commerce, posting bids on www.manatee-chamber.com as well as using the same vendor categories for registration.

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

Quick steps to registration: **www.mymanatee.org**

A link to "Purchasing" is listed under "Quick Links" on page one of the County Web Site.

On the left hand side of the Purchasing Web page, click on "Vendor Registration".

This will bring up the Vendor Registration form for on-line input. Please note that the definition of a "Local Business" changed on March 17, 2009. The Web page will be updated to include the current Law which has been provided in this section of the bid.

Thank you for reviewing this information and considering registering your business with Manatee County. Registration is not mandatory; however, by taking the time to register, you are helping the County to provide timely notifications of quotation, bid and proposal opportunities to your business.

E.02 Section 2-26-6. Local preference, tie bids, local business defined.

(a) Whenever a responsible local business bidder and a responsible non-local business bidder are found, upon the opening of bids, to have both submitted the lowest responsive bid, the bid of the local bidder shall be awarded the contract. Should more than one responsible local business bidder match the responsible non-local business bidder's lowest responsive bid, or should no responsible local business bidder match the lowest responsive bid but two or more responsible non-local business bidders submit lowest responsive bids for equal amounts, then the award of the contract shall be determined by a chance drawing, coin toss, or similar tie-breaking method conducted by the purchasing office and open to the public. Any bidders seeking to be recognized as local businesses for purposes of this local business preference provision may be required by the terms of the bid announcement to certify they meet the definition of local business set forth in this section, and to register as a local business with the county in the manner prescribed by the county to facilitate the county's ability to track the award of contracts to local businesses and to allow the county to provide future notifications to its local businesses concerning other bidding opportunities.

(b) Nothing herein shall be deemed to prohibit the inclusion of requirements with respect to operating and maintaining a local place of business in any invitation for bids when the bidder's location materially affects the provisions of the services or supplies that are required by the invitation.

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

(d) Each solicitation for bids made by the county shall contain terms expressly describing the local business preference policies of the county, and shall provide that by electing to submit a bid pursuant to a request for bids, all bidders are deemed to understand and agree to those policies.

(e) For all contracts for architecture, professional engineering, or other professional services governed by Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, the county shall include the local business status of a firm among the factors considered when selecting which firms are "most highly qualified." In determining which firm is the "most qualified" for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.

(f) Local preference shall not apply to the following categories of contracts:

1. Goods or services provided under a cooperative purchasing agreement or similar "piggyback" contract;
2. Contracts for professional services subject to Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, except as provided for in subsection (e) above;

E.02 Section 2-26-6. Local preference, tie bids, local business defined. (Continued)

3. Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
4. Purchases or contracts made pursuant to a non-competitive award process, unless otherwise provided by this section;
5. Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the county commission or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.

(g) To qualify for local preference under this section, **a local business must certify to the County that it:**

1. Has not within the five years prior to the bid announcement admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law, or a law or administrative regulation regarding fraud;
2. Is not currently subject to an unresolved citation or notice of violation of any Manatee County Code provision, except citations or notices which are the subject of a current legal appeal, as of the date of the bid announcement;
3. Is not delinquent in the payment of any fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, except any such sums which are the subject of a current legal appeal.

Ref: Ordinance 09-21 and 09-23 **PASSED AND DULY ADOPTED** in open session, with a quorum present and voting, on the 17th day of March, 2009.

Contractors Note: Contractors who have previously submitted an **AFFIDAVIT AS TO LOCAL BUSINESS** are not required to resubmit an AFFIDAVIT, provided that any and all information has remained unchanged.

END OF SECTION "00150"

**MANATEE COUNTY GOVERNMENT
AFFIDAVIT AS TO LOCAL BUSINESS
(Complete and Initial Items B-F)**

A. Authorized Representative

I, [name] _____, am the [title] _____

and the duly authorized representative of: [name of business] _____

_____ and that I possess direct personal knowledge to make informed responses to these certifications and the legal authority to make this Affidavit on behalf of myself and the business for which I am acting; and by electing to submit a bid pursuant to this Invitation for Bids, shall be deemed to understand and agree to the local business preference policies of Manatee County; and that I have the direct knowledge to state that this firm complies with all of the following conditions to be considered to be a Local Business as required by the Manatee County Code of Law, Section 2-26-6.

B. Place of Business: I certify that the above business is legally authorized to engage in the sale of goods and/or services and has a physical place of business in Manatee, DeSoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one (1) fulltime employee at that location. The physical address of the location which meets the above criteria is: _____ [Initial] _____

C. Business History: I certify that business operations began at the above physical address with at least one fulltime employee on [date] _____ [Initial] _____

D. Criminal Violations: I certify that within the past five years of the date of this Bid announcement, this business has not admitted guilt nor been found guilty by any court or local, state or federal regulatory enforcement agency of violation of any criminal law or administrative regulation regarding fraud. [Initial] _____

E. Citations or Code Violations: I certify that this business is not currently subject to any unresolved citation or notice of violation of any Manatee County Code provision, with the exception of citations or notices which are the subject of a legal current appeal within the date of this bid announcement. [Initial] _____

F. Fees and Taxes: I certify that within this business is not delinquent in the payment of fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, with the exception of those which are the subject of a legal current appeal. [Initial] _____

Each of the above certifications is required to meet the qualification of "Local Business" under Manatee County Code of Law, 2-26-6.

Signature of Affiant _____

STATE OF FLORIDA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of ____, 20__, by (name of person making statement).

(Notary Seal) Signature of Notary: _____

Name of Notary (Typed or Printed) _____

Personally Known ____ OR Produced Identification ____ Type of Identification Produced _____

Submit executed copy to Manatee County Purchasing, Suite 803, 1112 Manatee Avenue W., Bradenton, FL 34205.

Section 00300 – Bid Form
Submit In Triplicate

For: **IFB # 11-0741-OV / Beach Nourishment Project, Anna Maria Island,**
Manatee County, FL
City of Anna Maria and Coquina Beach

TOTAL BID PRICE "A" Coquina Beach Segment:	\$ _____
Based on a Completion Time of 45 calendar days	
TOTAL BID PRICE "B" City of Anna Maria Segment:	\$ _____
GRAND TOTAL: Coquina Beach and City of Anna Maria: \$ _____	
Based on a Completion Time of 45 calendar days	

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 Bids.

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:

Print Person's Name: _____

Address: _____ Phone: _____

Date: _____ EMAIL: _____

COMPANY'S NAME: _____

AUTHORIZED SIGNATURE(S): _____

Name and Title of Above Signer(s)

CO. MAILING ADDRESS: _____

TELEPHONE: (____) _____ FAX: (____) _____

Acknowledge Addendum No.: _____ Dated: _____

Acknowledge Addendum No.: _____ Dated: _____

SIGN AND CONFIRM DATE OF PROJECT VISIT: _____ DATE: _____

**BID FORM "A" IFB #11-0741-OV
SECTION 00300 (Submit In Triplicate)**

**For: Beach Nourishment Project, Anna Maria Island
City of Anna Maria and Coquina Beach, Manatee County, FL**

BID FORM "A" – COQUINA BEACH SEGMENT

Item No.	Description	Qty	Unit Price	Total Price
1	Underwater Pipeline Establishment	1 LS	\$	\$
2	Dredge and Fill	206,000 cy*	\$	\$
3	Beach Tilling	1 LS	\$	\$
4	Discretionary Work	1 LS	\$	\$600,000.00
	COQUINA BEACH TOTAL:			\$

***NOTES: 1.** The fill volume stated in the permit for the Coquina Beach Segment of the project is 169,000 cubic yards to fill. This is based on a survey conducted in January 2008. The bid volume of 206,000 cubic yards reflects the engineer's belief that the actual volume to fill the design templates will be greater due to beach erosion which has occurred since the last survey of the project area in January 2008.

2. The plans for the project are based on a survey of the beach conducted in January 2008.

Number of days required for completion of project not to exceed 45 calendar days from date of Notice to Proceed.

BIDDER: _____

AUTHORIZED SIGNATURE: _____

**BID FORM "A" IFB #11-0741-OV
SECTION 00300 (Submit in Triplicate)**

**For: Beach Nourishment Project, Anna Maria Island
City of Anna Maria and Coquina Beach, Manatee County, FL**

BID FORM "B" – CITY OF ANNA MARIA SEGMENT

Item No.	Description	Qty	Unit Price	Total Price
1	Mobilization / Demobilization	1 LS	\$	\$
2	Underwater Pipeline Establishment	1 LS	\$	\$
3	Dredge and Fill	25,000 cy*	\$	\$
4	Beach Tilling	1 LS	\$	\$
5	Discretionary Work	1 LS	\$	\$600,000.00
	City of Anna Maria Segment TOTAL BID PRICE:			

*NOTES: 1. The fill volume stated in the permit for the City of Anna Maria Segment of the project is 25,000 cubic yards to fill. This is based on a survey conducted in January 2008. The bid volume of 25,000 cubic yards restates the volume in the permits. The actual volume to fill the design templates will be different due to beach changes which have occurred since the last survey of the project area in January 2008.

2. The plans for the project are based on a survey of the beach conducted in January 2008.

Number of days required for completion of project not to exceed 45 calendar days from date of Notice to Proceed.

BIDDER: _____

AUTHORIZED SIGNATURE: _____

**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. #11-0741-OV
2. This Sworn Statement is submitted by _____
whose business address is _____
and, if applicable, its Federal Employer Identification Number (FEIN) is _____.
If the entity has no FEIN, include the Social Security Number of the individual signing this
sworn statement _____.
3. Name of individual signing this Sworn Statement is: _____,
Whose relationship to the above entity is: _____.
4. The Trench Safety Standards that will be in effect during the construction of this project shall include, but are not limited to: Laws of Florida, Chapters 90-96, TRENCH SAFETY ACT, and OSHA RULES AND REGULATIONS 29 CFR 1926.650 Subpart P, effective October 1, 1990.
5. The undersigned assures that the entity will comply with the applicable Trench Safety Standards and agrees to indemnify and hold harmless 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:

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

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

_____.

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

(AUTHORIZED SIGNATURE / TITLE)

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

Notary Public, State of Florida
My commission expires: _____

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: _____
TELEPHONE NUMBER: (____) _____ FAX (____) _____
EMAIL ADDRESS: _____

2. Bidding as an; individual ___ a partnership ___ a corporation; ___ a joint venture; ___

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

4. 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 and provide 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? State date of site visit.

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/MBE 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. Provide detail of your organization's initiative to meet the goal of encouraging and promoting environmentally preferable "green" products. **Reference Article A.22, "Be Green", Section 00010 "Information To Bidders".**

17. 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: (____) _____

Email: _____

SECTION 00491
Drug Free Work Place Certification

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

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

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

[Print individual's name and title]

_____ for _____

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 subsection 3-101 (7) (B); or
- (3) Such a number of employees of such person or entity have been convicted of violations occurring in the work place as to indicate that such person or entity has failed to make a good faith effort to provide a drug free work place as required by subsection 3-101(7) (B).

[Signature]

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 2010
by _____.

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

My commission expires _____
Notary Public Signature

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

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

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION
SWORN STATEMENT PURSUANT TO ARTICLE 5,
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 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 Official, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

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

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such 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's/it because a conviction or judgement has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to the County's Purchasing Official. 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 _____, 2010 by _____.

Personally known _____ OR produced _____
[Type of identification]

My commission expires _____

Notary Public Signature

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

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

**SECTION 00500
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 "COUNTY" 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. **IFB #11-0741-OV, Manatee County Public Beach, Holmes Beach, Beach and Underwater Structural Piling and Debris Removal, Anna Maria Island, FL** in strict accordance with Contract Documents and any duly authorized subsequent addenda thereto, all of which are made a part hereof.

Article 2. ENGINEER

The County of Manatee, Project Management Department, is responsible as the COUNTY and **Coastal Planning & Engineering, 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 COUNTY'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
Natural Resources Department
IFB #11-0741-OV
415 10th Street West
Bradenton, FL 34205
Phone (941) 745-3727

Coastal Planning & Engineering
Engineer of Records
2481 N.W. Boca Raton Boulevard
Boca Raton, FL 33431
(561) 391-8102, Ext. 142

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

Article 3. CONTRACTOR'S REPRESENTATIONS

In order to induce COUNTY 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 COUNTY 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 COUNTY'S approval and shall hold COUNTY harmless from all liabilities incurred due to CONTRACTOR'S failure to coordinate with the COUNTY.

Article 4. CONTRACT DOCUMENTS

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

- 4.1 This Agreement and Bid Document **IFB#11-0741-OV**
- 4.2 Performance and/or other Bonds and Insurance Certificate(s)
- 4.3 Drawings (not attached)
- 4.4 Addenda ____ 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 COUNTY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

The OWNER will pay, and the CONTRACTOR will accept in full consideration for the performance of the Work (IFB No. #11-0741-OV, Beach Nourishment Project, Anna Maria Island, City of Anna Maria and Coquina Beach, Manatee County, FL) subject to additions and deduction as provided therein, the sum of _____ Dollars and Cents (\$_____) based on Completion Time of _____ calendar days and the sum of \$3,000.00 as liquidated damages for each calendar day of delay.

CONTRACTOR

BY: _____
Signature

Name and Title of Signer (printed)

Date: _____

MANATEE COUNTY GOVERNMENT

BY: _____ For the County
Signature

R. C. "Rob" Cuthbert, C.P.M, CPPO, Purchasing Official
Name and Title of Signer

Date: _____

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 County and Contractor covering the Work to be performed; other contract documents are attached to the Agreement and made a part thereof as provided therein.

Amendment - A written amendment of the contract documents, signed by County 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 County'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 Official in accordance with Manatee County Code of Laws.

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 County, 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, Contract Documents, 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 County and authorizes an addition, deletion, or revision in the Work or an adjustment in the contract price or the contract time, issued on or after the effective date of the Agreement.

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

Contract 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 County 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 County has entered into an Agreement.

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

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

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

Discretionary - Payment for all work that shall be made only at the County's discretion in order to satisfactorily complete the project in accordance with the Plans and Specifications.

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 County, or any other contractor caused by events or circumstances such as, but not limited to, acts of God or of the public enemy, fires, floods, freight embargoes, acts of government other than County, or epidemics. Labor disputes and above average rainfall shall give rise only to excusable delays.

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

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

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

Notice of Award - The written notice to the successful bidder stating Award has been approved by the Board of County Commissioners; or by the Purchasing Official in accordance with Ordinance 09-52, 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 the Board of County Commissioners.

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

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

Prejudicial Delay - Any excusable or compensable delay impacting the Work and exceeding the total float 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 County 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 County.

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 County and recommended by Project Representative ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed or to emergencies. A work directive change 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 County to govern the Work, to protect the functions of the local government and its citizens and to aid in providing appropriate surveillance. The County shall have the right to reschedule work provided such rescheduling is in 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 County, after necessary rescheduling and obtaining additional information for specific purposes, shall review and approve the schedule. The Contractor shall also forward to the County, as soon as practicable after the first day of each month, a summary report of the progress of the various parts of the work under the contract, in fabrication and in the field, stating the existing status, estimated time of completion and cause of delay, if any. Together with the summary report, the Contractor shall submit any necessary revisions to the original schedule for the County's review and approval. In addition, more detailed schedules may be required by the County for daily traffic control.
- 2.2 A Notice to Proceed may be given at any time within thirty (30) days after the effective date of the 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 County as insufficient or improper for securing the quality of work required or the required rate of progress, the County may order the Contractor to increase his efficiency or to improve the character of his work and the Contractor shall conform to such an order. The failure of the County to demand any increase of such efficiency of any improvement shall not release the County from 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 County may require the Contractor to remove from the Work such employees as the County deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the Work is deemed to be contrary to the County's interest.
- 2.4 The County reserves the right to let other Contracts in connection with this Work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and execution of their Work, and promptly connect and coordinate the Work with theirs.

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

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

Should a conflict exist within the contract documents, the precedence in ascending order of authority are as follows: 1) Standard Printed Contract Documents, 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 County, Contractor or Engineer, or any of their agents or employees from those set forth in the Contract Documents.

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

- 3.3.1 A Formal Written Amendment
- 3.3.2 A Change Order
- 3.3.3 Administrative Contract Adjustment (ACA)

- 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 Discretionary Work – Field Directive
- 3.4.2 Engineer's approval of a Shop Drawing or sample.

ARTICLE 4 - CONTRACTOR'S RESPONSIBILITIES

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

- 4.6 **Permits:** Unless otherwise provided, Contractor shall obtain and pay for all construction permits and licenses. County shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.
- 4.7 During the progress of the Work, Contractor shall keep the premises free from accumulation of waste materials rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials and shall leave the site clean and ready for occupancy by County. Contractor shall restore to original conditions all property not designated for alteration by the Contract Documents.
- 4.8 Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.
- 4.9 **Safety and Protection:** Contractor shall comply with the Florida Department of Commerce Safety Regulations and any local safety regulations. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:
- 4.9.1 all employees on the work and other persons and organizations who may be affected thereby;
 - 4.9.2 all the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
 - 4.9.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

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

- 4.10 Emergencies: In emergencies affecting the safety or protection of persons or the work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from Engineer or County, is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County prompt written notice if Contractor believes that any significant changes in the work or variations from the contract documents have been caused thereby. If County determines that a change in the contract documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variation.
- 4.11 For substitutes not included with the bid, but submitted after the effective date of the 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, County/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 County 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. County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- 4.11.3 Contractor shall reimburse County for the charges of Engineer and Engineer's Consultants for evaluating each proposed substitute submitted after the effective date of the 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 construction work. Where rights-of-way, easements, property lines or any other conditions which make the lay-out of the project or parts of the project critical are involved, the Contractor will employ a competent surveyor who is registered in the State of Florida for lay-out and staking. These stakes and marks shall constitute the field control by and in accord with which the Contractor shall govern and execute the work. The Contractor will be held responsible for the preservation of all stakes, marks and if for any reason any of the stakes or marks or batter boards become destroyed or disturbed, they will be immediately and accurately replaced by the Contractor.
- 4.13 The Contractor has, by careful examination, satisfied himself as to the nature and location of the work and all other matters which can in any way affect the work under this contract, including, but not limited to details pertaining to boring, as shown on the drawings, are not guaranteed to be more than a general indication of the materials likely to be found adjacent to holes bored at the site of the work, approximately at the locations indicated. The Contractor shall examine boring data, where available, and make his own interpretation of the subsoil investigations and other preliminary data, and shall base his bid on his own opinion of the conditions likely to be encountered. In no event shall an extension of time be considered for any conditions that existed at the time of bidding, nor shall the Contractor receive extra compensation for completion of the project as intended by the drawings and in keeping with the contract documents. No verbal agreement or conversation with any officer, agent or employee of the County, before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.
- 4.14 If the Contractor, in the course of the work, finds that the drawings and/or Contract Documents cannot be followed, he shall immediately inform the County in writing, and the County shall promptly check the accuracy of the information. Any work done after such discovery, until any necessary changes are authorized, will be done at the Contractor's risk.

ARTICLE 5 - OWNER'S RESPONSIBILITIES

- 5.1 County shall furnish the data required of County under the contract documents promptly and shall make payments to the Contractor within a reasonable time (no more than 45 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 County/Engineer. Standard County forms shall be utilized.
- 5.2 The County shall provide the lands upon which the Work under this contract is to be done, except that the Contractor shall provide all necessary additional land required for the erection of temporary construction facilities and storage of his materials, together with right of access to same.

- 5.3 The County shall have the right to take possession of and use any completed portions of the work, although the time for completing the entire work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents.

ARTICLE 6 - CHANGES IN THE WORK

- 6.1 Without invalidating the Agreement and without notice to any surety, County may, at any time, order additions, deletions or revisions in the Work. These will be authorized by a written amendment, a change order, or a work directive change. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the contract documents (except as otherwise specifically provided).
- 6.2 Contractor shall not be entitled to an increase in the contract price or an extension of the contract time with respect to any Work performed that is not required by the contract documents as amended, modified and supplemented.
- 6.3 County and Contractor shall execute appropriate change orders (or written amendments) covering changes in the Work which are ordered by County, or which may be required because of acceptance of defective Work.
- 6.4 At any time Engineer may request a quotation from Contractor for a proposed change in the Work and within twenty-one (21) calendar days after receipt, Contractor shall submit a written and detailed proposal for an increase or decrease in the contract price or contract time for the proposed change. Engineer shall have 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 County's discretion):
- 7.3.1 Where the Work involved is covered by unit prices contained in the contract documents, cost will be determined by application of such unit prices to the quantities of the items involved.
 - 7.3.2 By mutual acceptance of lump sum.
 - 7.3.3 On the basis of the cost of the Work, plus a 20% Contractor's fee for overhead and profit. (Contractor shall submit an itemized cost breakdown together with supporting data.)
- 7.4 Either County or Contractor may make a claim for an adjustment in the contract price. The unit price of an item of unit price Work shall be subject to re-evaluation and adjustment under the following conditions:
- 7.4.1 If the total cost of a particular item of unit price Work amounts to 5% or more of the contract price and the variation in the quantity of the particular item of unit price Work performed by Contractor differs by more than 15% from the estimated quantity of such item indicated in the 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 County believes that the quantity variation entitles it to an adjustment in the unit price; or
 - 7.4.5 If the parties are unable to agree as to the effect of any such variations in the quantity of unit price Work performed.

ARTICLE 8 - CHANGE OF CONTRACT TIME

- 8.1 Contract time may only be changed by a change order or a written amendment. Any claim for an extension or shortening of the contract time shall be based on written notice delivered by the party making the claim to the other party. Notice of the extent of the claim with supporting data shall be delivered within fifteen (15) days from detection or beginning of such occurrence and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event.

- 8.2 The contract time will be extended in an amount equal to time lost due to delays beyond the control of Contractor. Such delays shall include, but not be limited to, acts or neglect by County or others performing additional work; or to fires, floods, epidemics, abnormal weather conditions or acts of God.
- 8.3 All time limits stated in the contract documents are of the essence.

ARTICLE 9 - WARRANTY, TEST/INSPECTION, CORRECTION

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

Contractor but which are stored elsewhere. All direct, indirect and consequential costs of County in exercising such rights and remedies will be charged against Contractor in an amount approved as to reasonableness by Engineer and a change order will be issued incorporating the necessary revisions.

- 9.3.2 If within three years after the date of completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the contract documents, any work is found to be defective, Contractor shall promptly, without cost to County and in accordance with County's written instructions, either correct such defective work or if it has been rejected by County, remove it from the site and replace it with non-defective work. If Contractor does not promptly comply with the terms of such instruction, County may have the defective work corrected/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 County 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 County 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 County 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 county has paid Contractor but which are stored elsewhere, and finish the work as County 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 County. Such costs incurred by County shall be verified by County and incorporated in

a change order; but in finishing the work, County shall not be required to obtain the lowest figure for the work performed. Contractor's obligations to pay the difference between such costs and such unpaid balance shall survive termination of 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 County 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 County terminate the Agreement and recover from County 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 County has failed to make any payment as aforesaid, Contractor may upon seven (7) days written notice to County stop the work until payment of all amounts then due.

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 exercise by County 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 County/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 Official for a decision; the Contractor may request a conference with the Purchasing Official. Claims include, without limitation, disputes arising under the contract and those based upon breach of contract, mistake, misrepresentation, or other cause for modification or revision. Contract claims shall use the process detailed in Section 2-26-63, Manatee County Purchase Code, Ordinance 09-52.

ARTICLE 12 - RESIDENT PROJECT REPRESENTATIVE - DUTIES, RESPONSIBILITIES

- 12.1 Resident Project Representative is Engineer/County's Agent, who will act as directed by and under the supervision of the Engineer, and who will confer with County/Engineer regarding his actions. Resident Project Representative's dealing in matters pertaining to the on-site work shall, in general, be only with the

County/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 County/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 County/Engineer and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.
- 12.2.3 Serve as County/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 County/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 County/Engineer of their availability for examination.
- 12.2.5 Advise County/Engineer and Contractor or his superintendent immediately of the commencement of any work requiring a shop drawing or sample submission if the submission has not been approved by the County/Engineer.
- 12.2.6 Conduct on-site observations of the work in progress to assist County/Engineer in determining if the work is proceeding in accordance with the contract documents and that completed work will conform to the contract documents.
- 12.2.7 Report to County/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 County/Engineer when he believes work should be corrected or rejected or should be uncovered of observation or requires special testing, inspection or approval.
- 12.2.8 Verify that tests, equipment and system start-ups and operating and maintenance instructions are conducted as required by the contract documents and in the presence of the required personnel, and that Contractor maintains adequate records thereof; observe, record and report to Engineer appropriate details relative to the test procedures and start-ups.

- 12.2.9 Accompany visiting inspectors representing public or other agencies having jurisdiction over the project; record the outcome of these inspections and report to County/Engineer.
- 12.2.10 Transmit to Contractor, County/Engineer's clarifications and interpretations of the contract documents.
- 12.2.11 Consider and evaluate Contractor's suggestions or modifications in drawings or Contract Documents and report them with recommendations to County/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, County/Engineer's clarifications and interpretations of the contract documents, progress reports and other project related documents.
- 12.2.13 Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions; list of visiting officials and representatives or manufacturers, fabricators, suppliers and distributors; daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to County/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 County/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 County/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 County/Engineer, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.
- 12.2.19 During the course of the work, verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed, and deliver this material to County/Engineer for his review prior to final acceptance of the work.

- 12.2.20 Before County/Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- 12.2.21 Conduct final inspection in the company of County/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 County/Engineer concerning acceptance.
- 12.3 Except upon written instructions of County/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 County/Engineer's authority as set forth in the contract documents;
 - 12.3.3 Shall not undertake any of the responsibilities of Contractor, Subcontractors or Contractor's Superintendent, or expedite the work;
 - 12.3.4 Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the contract documents;
 - 12.3.5 Shall not advise on or issue directions as to safety precautions and programs in connection with the work;
 - 12.3.6 Shall not authorize County to occupy the project in whole or in part; and
 - 12.3.7 Shall not participate in specialized field or laboratory tests.

ARTICLE 13 - APPRENTICES

- 13.1 If Successful Contractor employs Apprentices, he shall be governed and shall fully comply with the provisions of Florida State Statute 446.011.

END OF SECTION

**MANATEE COUNTY, FLORIDA
ANNA MARIA ISLAND, CITY OF ANNA MARIA AND COQUINA BEACH
BEACH NOURISHMENT PROJECT**

GENERAL CONDITIONS

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SECTION 01005 GENERAL REQUIREMENTS

PART 1 GENERAL

1.01 SCOPE AND INTENT

A. Description

The Work to be done consists of the furnishing of all labor, materials and equipment, and the performance of all Work included in this Contract. For the purposes of the Contract Documents, "Work" is defined as any and all obligations, duties and responsibilities necessary to the successful completion of the Anna Maria Island, City of Anna Maria and Coquina Beach, Beach Nourishment Project assigned to, or undertaken by, the Contractor under the Contract Documents.

B. Work Included

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

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

The Contractor shall provide and maintain such modern dredge, plant, tools, and equipment as may be necessary, in the opinion of the Engineer, to perform in a satisfactory and acceptable manner all the Work required by this Contract. Only equipment of established reputation and proven efficiency shall be used. The Contractor shall be solely responsible for the adequacy of his workmanship, materials and equipment, prior approval of the Engineer notwithstanding.

C. Public Utility

The Contractor shall protect all public utility installations and structures from damage during the Work. Access across any buried public utility installation or structure shall be made only in such locations and by means approved by the appropriate utility company. The Contractor shall so

arrange his operations as to avoid any damage to these facilities. All required protective devices and construction shall be provided by the Contractor at his expense. All existing public infrastructure damaged by the Contractor shall be repaired by the Contractor, at his expense, as approved by the County. No separate payment shall be made for such protection or repairs to public utility installations or structures.

It is the intent of this project that the Work be constructed while minimizing impact to existing public facilities. The Contractor shall develop his work plan for executing the Work to accommodate the protection of existing facilities.

1.02 PLANS AND SPECIFICATIONS

A. Plans

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

B. Copies Furnished to Contractor

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

C. Supplementary Drawings

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

D. Contractor to Check Plans and Data

The Contractor shall verify all dimensions, quantities and details shown on the Plans, Supplementary Drawings, Schedules, Specifications or other data received from the Engineer, and shall notify the Engineer of all errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, conflicts or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory Work; faulty construction or improper operation resulting there from nor from rectifying such conditions at his own expense. He will not be allowed to take advantage of any errors or omissions should such errors or omissions be discovered. All schedules are given for the convenience of the Engineer and the Contractor and are not guaranteed to be complete. The Contractor shall assume all responsibility for the making of estimates of the quality of materials and equipment included in Work to be done under the Contract.

E. Specifications

The Technical Provisions provide project details. The General Conditions contain general requirements which govern the Work. Environmental Protection addresses contractor responsibilities for the prevention of pollution and other environmental damage as a result of the operations of the Contractor.

F. Intent

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

The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of these Specifications shall be made upon that basis. The Contractor shall confirm the interpretation with the Engineer prior to conducting the Work if the Contractor should require confirmation of an interpretation made by the Contractor.

The inclusion of the related requirements (or Work specified elsewhere) in the general part of the specifications is only for the convenience of the Contractor, and shall not be interpreted as a complete list of related Specification sections.

G. Provision of Contract Documents to the Contractor

Three (3) sets of the Contract Documents will be furnished to the CONTRACTOR by the County without charge, except for publications incorporated into the Contract Documents by reference. The Work shall conform to the Plans entitled "Manatee County, Florida, Anna Maria Island, City of Anna Maria and Coquina Beach, Beach Nourishment Project," all of which are a part of the Contract Documents.

1.03 MATERIALS AND EQUIPMENT

A. Manufacturer

If applicable, the names of proposed manufacturers, material men, suppliers and dealers who are to furnish materials, fixtures, equipment, appliances or other fittings shall be submitted to the Engineer for approval.

All transactions with the manufacturers or subcontractors shall be through the Contractor.

B. Service of Manufacturer's Engineer

The Contract prices for equipment shall include the cost of furnishing (as required by equipment specifications sections) a competent and experienced engineer or superintendent who shall represent the manufacturer and shall assist the Contractor, when required, to install, adjust, test and place in operation the equipment in conformity with the Contract Documents.

1.04 TEMPORARY FENCES

If, during the course of the Work, it is necessary to remove or disturb any fence or part thereof, the Contractor shall, at his own expense, provide a suitable temporary fence which shall be maintained until the permanent fence is restored by the Contractor.

1.05 FIRST AID KIT

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

1.06 LINES AND GRADES

A. Lines and Grades

All Work under this Contract shall be constructed in accordance with the lines and grades shown on the Plans, or as given by the Engineer. The full responsibility for keeping alignment and grade shall rest upon the Contractor.

B. Safeguarding Marks and Monuments

The Contractor shall safeguard all points, stakes, grade marks, monuments and bench marks made or established on the Work, bear the cost of reestablishing them if disturbed, and bear the entire expense of rectifying Work improperly installed due to not maintaining or protecting or to removing without authorization such established points, stakes and marks.

The Contractor shall safeguard all existing and known property corners, monuments and marks adjacent to but not related to the Work and, if required, shall bear the cost of reestablishing them if disturbed or destroyed.

C. Datum Plane

All elevations indicated or specified in the plans and specifications refer to the North American Vertical Datum (NAVD) of 1988.

1.07 RESPONSIBILITY FOR STRUCTURES AND LANDSCAPING

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

Contractor is expressly advised that the protection of structures, boat ramps, docks, seawalls, lifeguard stands, erosion control structures, etc. and related Work adjacent and in the vicinity of his operations, wherever they may be, is solely his responsibility. Conditional inspection of such structures in the immediate vicinity of the project which may reasonably be expected to be effected by the Work shall be performed by and be the responsibility of the Contractor.

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

1.08 PROTECTION OF WORK AND PUBLIC

A. Barriers and Lights

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

B. Smoke Prevention

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

C. Noise

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

D. Access to Public Services

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

E. Dust Prevention

The Contractor shall prevent dust nuisance from his operations or from traffic by keeping the temporary staging areas sprinkled with water when needed.

1.09 CLEANING

A. During Construction

During construction of the Work, the Contractor shall, at all times, keep the site of the Work and adjacent premises as free from material, debris and rubbish as is practicable and shall remove the same from any portion of the site if such material, debris, or rubbish constitutes a health issue or a nuisance or is objectionable to the County.

The Contractor shall remove from the site all of his surplus materials and temporary structures when no further need therefore develops.

A. Final Cleaning

At the conclusion of the Work, all equipment, tools, temporary structures and materials belonging to the Contractor shall be promptly taken away, and he shall remove and promptly dispose of all water, dirt, rubbish, rust, stakes, fabric material or any other foreign substances whether underwater at the dredge borrow area, on the beach, or at staging areas.

1.10 MISCELLANEOUS

A. Existing Facilities

The Work shall be so conducted to maintain existing facilities in operation insofar as is possible.

B. Use of Chemicals

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

SECTION 01010 SUMMARY OF WORK

PART 1 – GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS/REQUIREMENTS INCLUDED

A. The completed Work will provide the nourishment of the beaches on Anna Maria Island, Manatee County, Florida, as identified on the Plans. In general, the Work shall include the hydraulic excavation of sediment from the borrow area, transport to the beach and placement of the sediment within the lines and grades shown in the Plans, water turbidity control, water quality monitoring, tilling (optional as directed by the Engineer), temporary sand ramps over the dredge pipeline, final cleanup, escarpment leveling, and restoration of any disturbed area within or adjacent to the project.

B. The Contractor shall furnish all surveying, working drawings, labor, materials, equipment, tools, services and incidentals necessary to complete all Work required by these Specifications and as shown on the Contract Drawings.

C. The Contractor shall perform the Work complete, in place and ready for continuous service and shall include any repairs, replacements, and/or restoration required as a result of damages caused by the Contractor or the Contractor's activities including those of the Contractor's subcontractor.

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

1.02 CONTRACTS

Construct all the Work under a single contract.

1.03 WORK SEQUENCE

A. The methods, means, sequences and techniques used for construction of the Work are the sole responsibility of the Contractor. The intent of the County is to have construction of this project completed in an orderly manner which meets the following objectives:

1. The Contractor shall develop a work plan that allows for systematic construction of the Work while limiting impacts to adjacent residents and public at large. The Contractor's detailed work plan shall be presented to the County and the Engineer ten (10) days prior to the pre-construction conference for review and comment and must be approved by Manatee County.

2. The sequence of work plan shall incorporate full restoration of access to public beach, waterways and public boat ramps used by the Contractor for the Work prior to demobilization from the project area.

3. It is the County's requirement that the Contractor develops a sequencing plan that will allow the period of construction to be completed prior to sea turtle nesting season as described in permits for the Project.

4. The Contractor shall develop a specific sequence of work plan for construction and provide that plan to the County and Engineer for review and acceptance as a part of the pre-construction conference.

5. The Contractor shall meet all permit requirements including requirements related to the date of completion of the Work.

B. The Contractor shall construct the Work in stages, and coordinate the construction schedule and operations with the Engineer.

C. The Contractor shall, construct the Work in stages to provide for public convenience and not close off public use of any boating/docking facility during the Work. The Contractor shall limit the area of beach closed to the public to areas of approximately 500 feet in length unless authorized by the Engineer to close a larger area. The areas of closed beach shall be limited to areas of active construction.

1.04 CONSTRUCTION AREAS

A. The Work of this project is to take place within the Gulf of Mexico and on the beaches and shoreline of Anna Maria Island as described in the project plans:

B. The Contractor shall assume full responsibility for the protection and safekeeping of his equipment stored on the site.

C. The Contractor shall be fully responsible for the security and safekeeping of all materials, equipment and appurtenances required for construction of the Work. The Contractor shall not store materials, equipment or appurtenances on the job site except for those items which are under the direct supervision of the Contractor's staff and which are necessary to the Work being performed on the specific day in question. Move any stored products under the Contractor's control, which interfere with operations of the County or adjacent residents.

The Contractor shall maintain at the project site and on the job, the materials, equipment and personnel required to continuously construct the project. Under no circumstances will the Contractor remove the dredge, equipment, materials, subcontractors, or key personnel from the project site without the written consent of the Engineer, unless one or more of the following occurs: the project is complete; weather or sea state conditions require movement from the project site; a condition exists which threatens equipment or the safety of personnel; or the time frame provided for project construction in the State of Florida or Federal permits has expired.

D. Obtain and pay for the use of additional storage of work areas needed for Contractor operations.

1.05 PARTIAL COUNTY ACCEPTANCE

A. Portions of the Work will be completed prior to completion of the entire Work. Upon completion of Work for individual acceptance sections, the Contractor will request approval of the section from the Engineer upon completion of the section. The County will assume ownership and begin beneficial use of the completed and accepted sections of nourished beach. The County will not accept the entire Work as a whole until it is completed and approved by the Engineer.

B. The Contractor shall schedule his operations for completion of portions of the Work, as designated, for the Engineer's acceptance prior to substantial completion of the entire Work.

SECTION 01011 SUBCONTRACTORS

PART 1 - GENERAL

1.01 SUBCONTRACTORS

A. The Contractor shall furnish the names of subcontractors proposed for the Work and provide such information as requested by County to verify the qualifications of the subcontractor to complete the assigned portion of the Work.

B. The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom the County or Engineer may have a concern or objection. A subcontractor or other person or organization identified by the Contractor and approved in writing by the County or Engineer prior to signing the Contract will be deemed acceptable to the County and the Engineer. Acceptance of any subcontractor, other person or organization by the County and Engineer shall not constitute a waiver of any right of the County or the Engineer to reject defective Work. If the County or the Engineer, after due investigation, has a concern or objection to any subcontractor, other person or organization proposed by the Contractor after signing the Contract, the Contractor shall submit an acceptable substitute. The Contractor shall not be required to employ any subcontractor, other person or organization against whom the Contractor has reasonable objection.

1.02 CONTRACTOR RESPONSIBILITY FOR SUBCONTRACTORS

The Contractor will be fully responsible for all acts, errors and omissions of his subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that he is responsible for the acts, errors and omissions of persons directly employed by the Contractor. All subcontractors to the Contractor will have equivalent or greater insurance coverage as the Contractor, unless waived in writing by the County. The Contractor will be responsible for monitoring the insurance requirements of the General Conditions for all subcontractors and to assure that all subcontractors have the insurance required by the General Conditions, or provide the required insurance for the subcontractors.

1.03 RELATIONSHIPS

Nothing in the Contract Documents shall create any contractual relationship between any subcontractor and the County or Engineer or any obligation on the part of the County or Engineer to pay or to see to the payment of any monies due any subcontractor except as may otherwise be required by law. The County may furnish to any subcontractor, to the extent practicable, evidence of amounts paid to the Contractor on account of specific Work done. The Contractor agrees to bind every subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the County.

1.04 DIVISION OF WORK

The divisions and sections of the Contract Documents and the identifications of any Plans shall not control the Contractor in dividing the Work among subcontractors or delineating the Work to be performed by any specific trade.

1.05 OBLIGATION TO TERMS AND CONDITIONS

All Work performed for the Contractor by a subcontractor will be pursuant to an appropriate agreement between the Contractor and the subcontractor which specifically binds the subcontractor to the applicable terms and conditions of the Contract Documents and the project permits for the benefit of the County and Engineer. A copy of the agreement between the Contractor and any subcontractor will be provided by the Contractor to the County.

SECTION 01012 MANATEE SAFETY MEASURES

PART 1 - GENERAL

1.01 DESCRIPTION

The Work specified in this section consists of Manatee Safety Measures. The Work shall include provisions to educate personnel on water related activities for the presence of manatee(s), proper construction practices and temporary signage during dredging activities.

1.02 EXECUTION

A. The Contractor shall instruct all personnel associated with the project of the potential presence of manatee(s) and the need to avoid collisions with manatees. All construction personnel are required for observing water-related activities for the presence of manatee(s).

B. The Contractor shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees, which are protected under the Marine Mammal Protection Act of 1972, the Endangered Species Act of 1973, and the Florida Manatee Sanctuary Act of 1978. The Contractor may be held responsible for manatee(s) harmed, harassed, or killed as a result of construction activities.

C. All Contractor vessels associated with the construction of the project shall operate a "no wake/idle" speed at all times while in water where the draft of the vessel provides less than four feet clearance from the bottom and that vessels shall follow routes of deep water whenever possible.

D. If a manatee(s) is sighted within 100 yards of the project area, all appropriate precautions shall be implemented by the Contractor to ensure protection of the manatee(s). These precautions shall include the operation of all moving/equipment no closer than 50 feet of a manatee(s). Operation of any equipment closer than 50 feet to a manatee(s) shall necessitate immediate shutdown of that equipment. Activities will not resume until the manatee(s) has departed the project area of its own volition.

E. Any collision with and/or injury to a manatee shall be reported immediately to the Manatee County Project Manager in writing and to the Manatee Hotline" at 1-888-404-FWCC (1-888-404-3922). Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) in south Florida.

F. Temporary signs concerning manatee(s) shall be posted prior to and during construction/dredging activities. All signs are to be removed by the Contractor upon completion of the project. A sign measuring at least 3 feet by 4 feet which reads Caution: Manatee Area will be posted in a location prominently visible to water related construction crews. A second sign should be posted if vessels are associated with the construction, and should be placed visible to the vessel operator. The second sign should be at least 8 inches by 11 inches, which reads:

“Caution: Manatee Habitat. Idle speed is required if operating a vessel in the construction area. All equipment must be shutdown if a manatee(s) comes within 50 feet of the operation. A collision with and/or injury to a manatee(s) shall be reported immediately to the Florida Marine Patrol at 1-888-404-FWCC (1-888-404-3922) and the U.S. Fish and Wildlife Service at (1-904-731-3336) for north Florida or (1-772-562-3909) for south Florida.”

SECTION 01015 CONTROL OF WORK

PART 1 -GENERAL

1.01 WORK PROGRESS

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

1.02 PRIVATE LAND

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

1.03 WORK LOCATIONS

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

1.04 CARE AND PROTECTION OF PROPERTY

A. The Contractor shall be responsible for the preservation of all public and private property and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the Work on the part of the Contractor, such property shall be restored by the Contractor, at his expense, to a condition equal or better to that existing before the damage was done, or he shall make good the damage in another manner acceptable to the property owner.

B. Along the location of this Work, all fences, walks, bushes, trees, shrubbery, coastal structures, lifeguard stands, dunes, dune vegetation, docks, piling, moorings, ramps and other physical features shall be protected and restored in a thoroughly workmanlike manner. Fences and other features removed by the Contractor shall be replaced in the same location and condition as soon as conditions permit. All grass or vegetated areas beyond the limits of construction which have been damaged by the Contractor shall be re-graded and restored to equal or exceed original conditions.

C. Trees close to the Work shall be protected against injury. All injuries to bark, trunk, limbs and roots of trees shall be repaired by dressing, cutting and painting according to sound horticultural methods, using only approved tools and materials.

D. The protection, removal and replacement of existing physical features along the line of Work shall be a part of the Work under the Contract and all costs in connection therewith shall be included in the unit and/or lump sum prices established under the bid items.

1.05 MAINTENANCE OF TRAFFIC

Obstructions due to construction that will prevent the normal flow of boat traffic during an extended construction stoppage, for any reason, shall be minimized. In the event an extended construction stoppage is found to be necessary, the Contractor shall, at his own expense, take the actions necessary to provide for normal boat traffic flow during extended construction stoppage.

1.06 CLEAN UP

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

1.07 COOPERATION WITHIN THIS CONTRACT

All firms or persons authorized to perform any Work under this Contract shall cooperate with the County and the Engineer.

1.08 PROTECTION OF THE WORK

A. The Work shall be protected. Should all or portions of the work become damaged, all such damaged portions of the Work shall be completely repaired and made good by the Contractor, at his own expense and to the satisfaction of the County or the property owner. If, in the final observation of the Work, any defects, faults, or omissions are found, the Contractor shall cause the same to be repaired or removed and replaced by proper materials and workmanship without extra compensation for the materials and labor required. Further, the Contractor shall be fully responsible for the satisfactory maintenance and repair of the construction and other Work undertaken herein, for at least the warranty period described in the Contract.

B. The Contractor shall not be responsible for the restoration of sections of the beach which have been accepted by the Engineer, and have been damaged by natural conditions such as waves or storm activity after acceptance has occurred. The Contractor shall restore accepted sections of the beach which have been damaged due to the activity of the Contractor, whether or not the sections have been accepted.

SECTION 01030 SPECIAL PROJECT PROCEDURES

PART 1 -GENERAL

1.01 PERMITS AND APPROVALS

A. Upon notice of award, the Contractor shall immediately apply for all applicable permits and approvals not previously obtained by the County to do the Work. No Work shall commence until all applicable permits and approvals have been obtained and copies delivered to the County. The costs for obtaining all permits and approvals shall be borne by the Contractor.

B. The Contractor hereby agrees and shall be solely responsible for ensuring that the Contractor and any subcontractors fully comply with project permits, and with the requirements of any applicable ordinances, statutes, laws or regulations which may affect this project or the Contractor's/subcontractor's Work under this project. The Contractor further agrees that neither the County nor its Engineer shall be responsible for ensuring compliance or notification on any changes or modifications to any such applicable ordinances, laws, statutes, rules or regulations.

1.02 SUSPENSION OF WORK DUE TO WEATHER

Refer to the Technical Provisions.

1.03 STORM PREPAREDNESS PLAN

A. Within 10 days of the date of Notice to Proceed, the Contractor shall submit to the Engineer and County a Storm Preparedness Plan. The plan should outline the necessary measures which the Contractor proposes to perform at no additional cost to the County in case of a storm warning. Acceptance of the Contractor's Storm Preparedness Plan by the Engineer and County does not infer an endorsement on the part of the County or Engineer of the plan.

B. In the event of inclement weather Contractor shall insure that he and his Subcontractors shall carefully protect work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any portion of Work or materials is damaged due to the failure on the part of the Contractor or Subcontractors to protect the Work, such work and materials shall be replaced at the expense of the Contractor. The Contractor shall not be responsible for the repair of previously accepted beach sections.

1.04 POWER SUPPLY

Electricity as may be required for construction and permanent power supply shall be secured and purchased by the Contractor.

1.05 ADDITIONAL PROVISIONS

A. Before commencing Work, the Contractor shall notify the Engineer in writing, at least 14 calendar days in advance of the date he proposes to commence such Work.

B. The Contractor shall provide, at his own expense, all necessary temporary facilities for access to and for protection of, all existing facilities. The Engineer and County's personnel must have ready access at all times to the existing facilities. The Contractor is responsible for all damage to existing structures, equipment and facilities caused by his construction operations and must repair all such damage.

1.06 CONSTRUCTION CONDITIONS

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

1.07 PUBLIC NUISANCE

A. The contractor shall not create a public nuisance including but not limited to encroachment on adjacent lands, flooding of adjacent lands, *excessive* noise or dust.

B. Sound levels must meet Manatee County Ordinance #87-34, (which amends Ordinance 81-3, The Manatee County Noise Control Ordinance). Sound levels in excess of such ordinance are sufficient cause to have the Work halted until equipment can be quieted to these levels. Work stoppage by the Engineer or County for excessive noise shall not relieve the Contractor of the other portions of this specification including, but not limited to completing the Work as required by time limitations in project permits contract time and contract price.

C. No extra charge may be made for time lost due to Work stoppage resulting from the creation of a public nuisance.

1.08 FUEL STORAGE & FILLING

If the contractor is storing fuel on site, or doing his own fuel filling of portable equipment (other than hand-held equipment) he is responsible for any required response, clean-up or reporting required, at no additional cost to the County.

SECTION 01050 FIELD ENGINEERING AND SURVEYING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Contractor shall provide all survey work required in execution of work and pay for surveying services required for the project.
- B. The Contractor shall furnish and set all necessary stakes to establish the lines and grades as shown on the Contract Drawings and layout each portion of the Work of the Contract. Such costs shall be included in the unit or lump sum prices.
- C. All costs of construction layout shall be included in the unit and lump sum prices contained in the respective divisions of the Contract Bid Form.
- D. Civil, structural or other professional engineering and/or surveying services specified or required to execute Contractor's construction methods shall be included in the unit or lump sum prices.

1.02 QUALIFICATIONS OF SURVEYOR

All construction staking shall be conducted by or under the supervision of a Florida Registered Professional Surveyor and Mapper. The Contractor shall be responsible for the layout of all such lines and grades.

1.03 SURVEY REFERENCE POINTS

- A. The Contractor shall be responsible for all survey work associated with the Work.
- B. Existing basic horizontal and vertical control points for the Project are designated on the Contract Drawings for the convenience of the Contractor, however, it shall be the Contractor's responsibility for all survey work, including verification of the accuracy of all horizontal and vertical control points used for the Work, including those contained in the Contract Documents.
- C. The Contractor shall protect all survey monumentation, property corners and project control points prior to starting Work and preserve all permanent reference points during construction. All costs associated with the replacement of all survey monumentation, property corners and project control points shall be borne by the Contractor.
- D. The Contractor shall make no changes or relocations without prior written notice to Engineer. The Contractor shall report to Engineer when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations. The Contractor shall require surveyor to replace project control points which may be lost or destroyed and establish replacements based on original survey control.

1.04 PROJECT SURVEY REQUIREMENTS

A. The Contractor shall establish temporary bench marks as needed, referenced to data established by survey control points as addressed in the Technical Provisions.

B. The Contractor shall conduct a pre-dredge survey (survey of existing conditions) as specified in the Technical Provisions. The survey shall be conducted by a Florida registered land surveyor. The pre-dredge survey shall be based on the design baseline and bench mark(s) established for this project. The Contractor shall calculate fill dredge quantities for the Work. Three (3) certified copies of the dredge fill quantities calculated by the Contractor shall be provided to the Engineer prior to beginning of dredge activities.

C. The Contractor shall conduct post-dredge surveys for each acceptance section, prepared by a Florida registered land surveyor. The Contractor shall compute the volume of the fill placed within the lines and grades of the fill template. Three (3) certified copies shall be provided to the Engineer three (3) days prior to each monthly pay request.

D. The Certified Surveys provided with each partial pay request shall show the area for which payment is requested. Contractor shall not remove any equipment from the area until such time as the partial pay request have been approved by the Engineer and accepted by the County.

E. Each submitted survey shall have a profile cross-section survey every 100 feet, with cross-sectional elevations every 10 feet or every change in contour to a distance of 100 feet seaward of the fill template termination and will include the fill template on each of the cross-sections. The baseline of survey shall be based on the survey prepared for the County.

F. The Contractor shall notify the Engineer at least 3 days in advance of the pre- or post dredge field surveys.

G. The Contractor shall keep a weekly updated progress survey as the project progresses.

H. The Technical Provisions contain additional survey requirements information.

1.05 PROJECT SURVEY REQUIREMENTS

The Contractor shall maintain a complete, accurate log of all control and survey work as it progresses.

The Contractor shall employ a Professional Surveyor registered in the State of Florida to verify survey data and properly prepare record drawings per Section 01720.

1.06 SUBMITTALS

The Contractor shall submit a certificate signed by the Professional Surveyor and Mapper certifying that elevations and locations of improvements are in conformance, or nonconformance, with Contract Documents. Certificates shall be required with each survey submittal to the Engineer.

SECTION 01150 MEASUREMENTS AND PAYMENT

PART 1-GENERAL

1.01 DESCRIPTION OF WORK

A. Payment for the Work to be completed under this project will be based upon the unit prices bid by the Contractor and shown in the Contractors Schedule of Quantities and Unit Price Bid Form provided with the Contractors bid. Payment will be limited to the fill quantities contained within the lines and grades as shown in the plans.

B. It is the intent of the County to make payment for construction associated with the Project using the Pay Items in the Proposal, and specify method of measurement and payment for all listed Pay Items. As may be noted below, incidental work which may be associated with a specific Pay Item is to be included in the cost proposed by the bidding contractor for that Pay Item. It is not the intent of the County to allow for additional compensation beyond those Pay Items included in the Schedule of Quantities and Unit Prices Bid Form submitted by the Contractor. It is therefore important that all Bidders fully acquaint themselves with all Plans, Specifications, County Standard Details, and other details pertaining to the Work.

C. Work not shown or called out in either the Plans or the Specifications, but necessary in carrying out the intent of the Project or in the complete and proper execution of the Work, is required and shall be performed by the Contractor as though it were specifically delineated or described. No additional compensation will be considered for this associated and necessary Work. The Work shall be included in the unit price or lump sum prices provided by the Contractor.

D. Damage caused by the construction activities to existing facilities including docks, boat ramps, piling, seawalls, coastal structures, lifeguard stands, and all other infrastructure shall be the sole responsibility of the Contractor. No additional payment will be made for replacement or restoration of these components.

1.02 SUBMITTALS

A. Informational:

1. Schedule of Payment Forms: Submit on Manatee County Standard Forms PMD-1 (Application for Payment), PMD-2 (Pay Application Schedule), PMD-3 (Pay Application Schedule of Stored Materials) with Schedule of Quantities and Unit Prices bid documentation, for approval by the County.

2. Monthly Progress Payments:

a. Submit request for monthly progress payment in accordance with the measurement and payment requirements of this section of the specifications, the general conditions, and the agreement for approval by the County.

b. Monthly applications for payment shall be provided to the County showing work completed through the end of the pay month in question.

3. Final Application for Payment.

a. Submit request for final payment upon completion of all Work required by the contract. A final application for payment will not be reviewed by the Owner until all Work under the contract is complete. Utilize Manatee County Standard Forms PMD-8 (Certificate of Substantial Completion) and PMD-9 (Final Reconciliation, Warranty Period declaration and Contractor's Affidavit) as a part of the final payment application process.

1.03 APPLICATION FOR PAYMENT

A. Transmittal Summary Form: Attach one Summary Form with each detailed Application for Payment. Execute certification by authorized officer of Contractor.

B. Use detailed Application for Payment Form as approved by the County.

C. Preparation:

1. Calculate payment using measured lump sum quantities and unit price bid values to reach pay item based upon that Work actually constructed and accepted to the nearest cent.

2. List each Change Order and Written Amendment executed prior to date of submission as separate line item. Totals to equal those shown on the Transmittal Summary Form for each schedule as applicable.

3. Submit Application for Payment, including a Transmittal Summary Form and detailed Application for Payment Form(s).

1.04 MEASUREMENT – GENERAL

Quantities to be paid will be based on field measurements made by the Contractor and verified by the Engineer. Field surveys required to verify field measurements shall be at the cost of the Contractor. The Technical Provisions provides detail concerning field measurements and volume calculations.

1.05 ESTIMATED QUANTITIES

The quantities shown in the bid documents are approximate and are subject to change. The quantities are based on beach surveys conducted prior to the issuance of the request for bids. It is a certainty that the payment volume will not be the same as the quantity listed in the bid documents. The County or Engineer does not assume any responsibility for the final quantities, nor shall the Contractor claim misunderstanding because of such estimate of quantities. Final payment will be made only for satisfactorily completed quantity of each item.

1.06 WORK OUTSIDE AUTHORIZED LIMITS

No payment will be made for Work constructed outside of authorized limits of the Work. No payment will be made for fill placed outside of the fill template. Payment will be made for fill which has been relocated seaward of the template due to natural forces such as wave activity, as detailed in the Technical Provisions.

1.07 MEASUREMENTS AND PAYMENT

A. GENERAL

1. The Contractor shall receive and accept the compensation provided in his Proposal and defined in the Agreement as full payment for furnishing all materials and all labor, tools and equipment, for performing all operations necessary to complete the Work under the project. It is the intent of these contract documents that any cost for which compensation is not directly provided by a bid item shall be prorated and included in the bid item for which they are required.

2. The prices stated in the Contractors Schedule of Quantities and Unit Prices Bid Form includes all costs and expenses for taxes, labor, materials, equipment, commissions, transportation charges and expenses, patent fees and royalties, labor for handling material during inspection together with any and all other costs and expenses for performing and completing the Work as shown on the plans and specified herein. The basis of payment for any item at the unit price shown in the bid form shall be in accordance with the description of that item in this Section. All Work performed shall be in strict accordance with these specifications.

3. No separate payment will be made for the following items; the cost of such Work shall be included in the applicable contract pay items of the Work including compliance with requirements of FDEP, the U.S. Army Corps of Engineers or any other agency:

- a. Shop drawings, working drawings or other contractor documentation.
- b. Clearing and grubbing, including removal of sidewalks, driveways, curbs, curb and gutter, pavement and pavement base and replacement.
- c. Excavation, including shoring, sheeting and bracing as required by OSHA trench excavation safety standards.
- d. Dewatering and proper disposal of all water.
- e. Backfill and proper compaction, including suitable fill and all grading.
- f. Traffic and pedestrian control as required to complete the Work and described in Section 01570.
- g. Protection, repair, replacement or relocation of existing utilities, including services laterals, not designated in the Contract Documents for relocation.
- h. Replacement or restoration of paved or unpaved roadways, grass and shrubbery plots outside of established pay limits.
- i. Or specifically provided for in a pay item.
- j. Removing and disposing of waste material due to construction.
- k. Cleanup and restoring the job site to its original condition.

- l. Any material and equipment required to be installed and used for the tests.
- m. Coordination with all Federal, State and Local agencies and utilities.
- n. Tree protection required to conduct the Work.
- o. Furnishing and installing suitable temporary fences, to adequately secure areas protected by a permanent fence when that permanent fence must be removed. The temporary fence shall remain in place until the permanent fence is replaced.
- p. Water quality monitoring.
- q. Environmental protection.
- r. Reporting
- s. Any other item except lump sum payment for mobilization/demobilization, underwater pipelines, unit cost for fill placement and tilling (optional).

B. The Contractor's attention is again called to the fact that the quotations for the various items of work are intended to establish a total price for completing the Work in its entirety. Should the Contractor feel that the cost for any item of Work has not been established by the Proposal or Contract Pay Items, he shall include the cost for that Work in some other applicable bid item, so that his proposal for the project shall reflect his total price for completing the Work in its entirety as presented in the plans and specifications.

C. The quantities for payment under this Agreement shall be determined by actual measurement of the completed items, in place and within the fill template, ready for service and accepted by the County, in accordance with the applicable method of measurement provided in the Technical Provisions, thereof. Measurements shall be accomplished to the following accuracy unless otherwise specified:

Item	Measurement Accuracy	Method of Measurement
CY	CY	Cubic Yard-Field Measure by Contractor within limits specified or shown
LS	One	Lump Sum-Unit is one; no measurement will be made

D. All Work shall be in accordance with the General Conditions and Technical Provisions herein. All materials shall be in accordance with the Specifications herein. All materials shall be furnished by the Contractor.

1.07 BID ITEM DESCRIPTIONS

The following bid items establish a breakdown of the Work to be performed under this project. The bid item description; method of measurement and basis for payment are listed below for each of the bid items that are a part of this project:

A. Bid Item 1: MOBILIZATION-DEMobilIZATION, (City of Anna Maria)

1. Description: The Contractor shall furnish all labor, materials, equipment and services to perform those operations necessary for the movement of personnel, equipment, supplies and incidentals to and from the project site. Also include the costs of bonds, insurance, maintenance of boat traffic and other pre-construction and post-construction expenses necessary for the start and conclusion of the Work under this Contract Item. The cost of all other Work as shown, specified, directed or required for the expressed intent of the project that is not specifically included under other Contract Items shall also be included under this Contract Item.

2. Payment: Payment shall be made at the lump sum price, as detailed in the Technical Provisions.

B. Bid Item 2: UNDERWATER PIPELINE ESTABLISHMENT

1. The Contractor shall furnish all labor, materials, equipment, and services required to perform those operations necessary for the establishment and removal of the underwater pipeline from the borrow area to the beach for the purpose of transporting sediment.

2. Payment: Payment shall be made at the lump sum price.

C. Bid Item 3: DREDGE AND FILL

1. Description: Under this contract Pay Item, the Contractor shall furnish all labor, equipment services, and materials to dredge and hydraulically place fill within a pre-determined template and width as indicated on the plans, and for fill mechanically placed as described in the specifications.

2. Measurement and Payment for Fill Placement: Shall be made at the unit price bid per cubic yard of dredge, measured in place and accepted.

D. Bid Item 4: BEACH TILLING (Subject to Engineer Direction to Conduct Tilling)

1. Description: The Contractor shall furnish all labor, materials, equipment and services to perform the operations necessary to till the beach after the beach fill has been placed and accepted. Tilling is an optional item. The Contractor shall till only if the Engineer has directed the Contractor to till the beach.

2. Payment: Payment shall be made at the lump sum price.

1.08 RETAINAGE

A retainage of 2.5% of the payment application amount shall be withheld from each payment. Upon final acceptance, the withheld retainage shall be included in the final payment, after the Contractor has met all requirements of the Contract Documents.

SECTION 01152 REQUESTS FOR PAYMENT

PART 1-GENERAL

1.01 REQUIREMENTS INCLUDED

The Contractor shall submit separate Applications for Payment for the City of Anna Maria and the Coquina Beach project segments to the Engineer or as directed at the preconstruction meeting, in accordance with the schedule established by Conditions of the Contract and Agreement between County and Contractor.

1.02 FORMAT AND DATA REQUIRED

The Contractor shall submit payment requests in the form provided by the County with itemized data typed in accordance with the Bid Form.

1.03 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

A. When the County or the Engineer requires substantiating data, Contractor shall submit suitable information with a cover letter.

B. Submit one copy of data and cover letter for each copy of application.

1.04 PREPARATION OF APPLICATION FOR FINAL PAYMENT

A. Although the Contractor is required to level beach escarpments on a continual basis, prior to final payment, the Contractor will inspect the entire beach project area, including accepted sections, for the formation of sand escarpments. Any escarpments in the entire project areas exceeding 12 inches in height (on average), independent of the length, will be leveled or smoothed to eliminate the escarpment.

B. Fill in application form as specified for progress payments.

1.05 SUBMITTAL PROCEDURE

A. Submit applications for payment at the times stipulated in the Agreement.

B. Number: Three (3) copies of each application; all signed and certified by the Contractor.

SECTION 01153 CHANGE ORDER PROCEDURES

PART 1-GENERAL

1.01 DEFINITION

- A. Change Order: Major changes in contract scope or time must be approved by the Manatee County Board of County Commissioners.
- B. Administrative Change Adjustment: Minor change orders under 10% of project cost does not have to be Board approved.
- C. Field Directive Change: Change to contract quantity that does not require a change of scope or time extension.

1.02 REQUIREMENTS INCLUDED

- A. The Contractor shall promptly implement change order procedures:
 - 1 Provide full written data required to evaluate changes.
 - 2 Maintain detailed records of Work done on a time-and-material/force account basis.
 - 3 Provide full documentation to County on request.
- B. The Contractor shall designate a member of the Contractor's organization who:
 - 1 Is authorized to accept changes to the Work.
 - 2 Is responsible for informing others in the Contractor's employ of the authorized changes into the Work.
- C. The County executes all Change Orders.

1.03 PRELIMINARY PROCEDURES

- A. The Engineer may initiate changes by submitting a Request to Contractor. Request may include:
 - 1 Detailed description of the change, products, costs and location of the change in the project.
 - 2 Supplementary or revised Drawings and Specifications.
 - 3 The projected time extension for making the change.
 - 4 A specified period of time during which the requested price will be considered valid.
 - 5 Such request is for information only and is not an instruction to execute the changes, or to stop Work in progress.

B. Contractor may request changes by submitting a written notice to the Engineer, containing:

1. Description of the proposed changes.
 2. Statement of the reason for making the changes.
 3. Statement of the effect on the Contract Sum and the Contract Time.
 4. Statement of the effect on the Work of separate contractors.
5. Documentation supporting any change in Contract Sum or Contract Time, as appropriate.

1.04 PREPARATION OF CHANGE ORDERS

A. Engineer will prepare each Change Order.

B. Change Order will describe changes in the Work, both additions and deletions, with attachments as necessary to define details of the change.

C. Change Order will provide an accounting of the adjustment in the Contract Sum and in the Contract Time.

1.07 LUMP SUM/FIXED PRICE CHANGE ORDER

A. Engineer initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by the Contractor, or requests from the County, or both.

B. Once the form has been completed, all copies should be sent to Contractor for approval. After approval by Contractor, all copies should be sent to the County for approval. The County will distribute executed copies after approval by the Board of County Commissioners, if required.

1.08 UNIT PRICE CHANGE ORDER

A. Contents of Change Orders will be based on, either:

- 1 County's definition of the scope of the required changes.
- 2 Survey of completed Work.

B. The amounts of the unit prices to be:

- 1 Those stated in the Agreement.
- 2 Those mutually agreed upon between County and Contractor.
- 3 No adjustment shall be made in any Unit Price of the Contract, including for fill placement, for changes ordered by the County that cause an increase or decrease in the amount of the Work (by volume of material placed within the construction templates) of 35% or less.
- 4 No adjustments shall be made in the Contract price or time of performance for

either lump sum or unit price Work if the change is expressly or reasonably implied by the Contract Drawings and Specifications or is incidental thereto, or if the Work becomes more difficult than the Cost Proposal price and Contract Documents would reflect, or if Contractor failed to protest, negotiate, comment or otherwise call to the County's attention, in writing, to any omissions, ambiguities or conflicts in the Contract Documents that Contractor could have discovered prior to the submission of its Cost Proposal or execution of the Contract.

**1.09 TIME AND MATERIAL/FORCE ACCOUNT CHANGE
ORDER/CONSTRUCTION CHANGE AUTHORIZATION**

- A. At completion of the change, Contractor shall submit itemized accounting and supporting data as provided in the Article "Documentation of Proposals and Claims" of this Section.
- B. Engineer will determine the allowable cost of such Work, as provided in the Contract Documents.
- C. Engineer will sign and date the Change Order to establish the change in Contract Sum and in Contract Time.
- D. County and Contractor will sign and date the Change Order to indicate their agreement therewith.

1.10 CORRELATION WITH CONTRACTOR'S SUBMITTALS

- A. As required, periodically revise Schedule of Values and Application for Payment forms to record each change as a separate item of Work and to record the adjusted Contract Sum.
- B. Periodically revise the Construction Schedule to reflect each change in Contract Time. Revise sub schedules to show changes for other items of Work affected by the changes.
- C. Upon completion of Work under a Change Order, enter pertinent changes in Record Documents.

SECTION 01200 PROJECT MEETINGS

PART 1 -GENERAL

1.01 SUPERINTENDENT

The Contractor shall designate, in writing to the Engineer and County, a superintendent or superintendents. The superintendent will attend all project meetings. The superintendent of the Contractor shall be at the spoil site (beach project area) at all times during project construction and shall be available to the Engineer at all times during project construction. Under no circumstances will project construction occur without the presence of a superintendent at the project site.

1.02 REQUIREMENTS INCLUDED

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

1.03 PRE-CONSTRUCTION MEETING

- A. Attendance:
 - 1. County's Consulting Engineer.
 - 2. County's Project Manager
 - 3. Contractor Superintendent or Representative.
 - 4. Major Subcontractors, as required.
 - 5. Regulatory Agencies, if required.
 - 6. Others as appropriate.
- B. Suggested Agenda:
 - 1. Projected Construction Schedule.
 - 2. Critical work sequencing.
 - 3. Project Coordination.

- a. Designation of responsible personnel.
 - b. Emergency contact persons with phone numbers.
4. Procedures and processing of:
 - a. Applications for Payment.
 - b. Submittals.
 - c. Change Orders.
 5. Procedures for maintaining Record Documents.
 6. Use of premises:
 - a. Office, Work and storage areas.
 - b. County's Requirements.
 7. Permit requirements
 8. Environmental Protection
 9. Listed Species Protection
 10. Water Quality Monitoring; subcontractor attendance
 11. Housekeeping procedures.
 12. Project / Job meetings: Progress meetings, other special topics as needed.

SECTION 01310 CONSTRUCTION SCHEDULE & PROJECT RESTRAINTS

PART 1 -GENERAL

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

1.02 The Contractor shall perform on the site, and with his/her own organization, excluding subcontractors, Work equivalent to at least seventy percent (70%) of the total amount of Work to be performed under the Contract. If during the progress of Work hereunder, the Contractor requests in writing a reduction in such percentage, and the Engineer determines that it may be to the County's advantage, the percentage of the Work required to be performed by the Contractor may be reduced, provided written approval of such reduction is obtained by the Contractor from the Engineer.

1.03 The Contractor is responsible for providing, and maintaining, equipment which is in good working order, for construction of the beach renourishment project.

1.03 CONSTRUCTION SCHEDULING AND GENERAL PROVISIONS

A. Work shall be conducted continually as conditions allow, 24 hours per day and 7 days per week. Work must be completed within time limitations contained in the project permits.

B. Existing docks and boat ramp facilities shall remain in operation during the life of the project. Due to potential health hazards and requirements of the State of Florida and the U.S. Environmental Protection Agency, existing facilities must be maintained in operation.

C. The Contractor shall be fully responsible for providing all temporary, electrical hook-ups, lighting, temporary structure, temporary sanitary facility, or other materials, equipment and systems required to maintain the existing facilities operational.

D. The Contractor shall designate a representative of his firm who shall be responsible for development and maintenance of the schedule and of progress and payment reports. This representative of the Contractor shall have direct project control and complete authority to act on behalf of the Contractor in fulfilling the commitments of the Contractor's schedule.

1.04 PROGRESS OF THE WORK

The Work shall be executed with such progress as may be required to prevent any delay to the general completion of the Work. The Work shall be executed at such times and in or on such parts of the project and with such forces, materials and equipment to assure completion of the Work in the time established by the Contract and in the manner set forth in the Contract.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

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

2.02 CONTENT OF SCHEDULES

- A. Each monthly schedule shall be based on data as of the last day of the current pay period.
- B. Description for each activity shall be brief, but convey the scope of Work described.
- C. Activities shall identify all items of Work that must be accomplished to achieve substantial completion, such as items pertaining to mobilization, fill placement, tilling if required and demobilization.
- D. Schedules shall show the complete sequence of construction by activities. Dates for beginning and completion of each activity shall be indicated as well as projected percentage of completion for each activity as of the first day of each month.
- E. The Contractor shall consider "weather or adverse sea state days" in the schedule and identify the estimated loss of construction time due to adverse sea conditions.
- F. For Contract change orders granting time extensions, the impact on the Contract date(s) shall equal the calendar-day total time extension specified for the applicable Work in the Contract change orders.

2.05 SUBMITTALS

- A. Contractor shall submit progress schedules (as identified in the Terms and Conditions of the Contract and the General Conditions), daily reports as identified in the Technical Provisions, monthly status reports, a start-up schedule and an as-built schedule report all as specified herein.
- B. All schedules shall be in conformance with the Contract Documents.
- C. The progress schedule shall be the first monthly status report and as such shall be in conformance with all applicable specifications contained herein.
- D. Monthly Status Report submittals shall include three copies of a time-scaled (days after notice to proceed) document showing all major construction activities. The initial detailed

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

E. The schedule shall include (1) all detailed construction activities, (2) calendar days prior to substantial completion, (3) summary activities for the remaining days.

F. The Contractor shall submit monthly progress schedules with each month's application for payment.

G. Contractor shall submit monthly status reports which will be retained by the County and Engineer.

2.06 MONTHLY STATUS REPORTS

Contractor shall submit three copies of detailed status reports on a monthly basis with the Application for Payment. The first such status report shall be submitted with the first Application for Payment and include data as of the last day of the invoice period. The Monthly Report will be reviewed by Engineer, and the Contractor will address Engineer's comments on the subsequent monthly report. Monthly status reports shall be the basis for evaluating Contractor's long-term progress.

SECTION 01570 BOAT AND VEHICLE TRAFFIC AND PEDESTRIAN CONTROL

PART 1 -GENERAL

1.01 BOAT TRAFFIC

A. The Contractor shall be responsible for providing safe and expeditious movement of boat traffic through the Work zones at the borrow area and along the submerged pipeline from the borrow area to the beach. A Work zone is defined as the immediate areas of construction activity and all adjacent or staging areas which are used by the Contractor and which may interfere with the boating activities.

B. The Contractor shall remove temporary equipment and facilities when no longer required, restore grounds to original or to specified conditions.

1.02 VEHICLE TRAFFIC AND PEDESTRIAN CONTROL

A. The Contractor shall develop and implement a vehicle traffic and pedestrian control plan for the specific requirements of this project. The plan shall provide for the continuous safe passage of vehicles, boats, pedestrians, access to public property, access by emergency vehicles and other traffic and pedestrian movements with the vicinity of the work site and temporary staging area.

B. The necessary traffic control shall include, but not be limited to, such items as fencing, proper construction warning signs, signals, lighting devices, markings, barricades, channelization and hand signaling devices. The Contractor shall be responsible for installation and maintenance of all devices for the duration of the construction period. Where applicable, the Contractor shall utilize the appropriate traffic plan from the FDOT Maintenance of Traffic Standards, Series 600 of the FDOT Roadway & Traffic Design Standards, Latest Edition.

C. The Contractor will consult with the County immediately on any vehicular or pedestrian safety or efficiency problem incurred as a result of construction of the project.

D. The Contractor shall provide ready access to docks in the project area during operations.

E. The Contractor shall be responsible for coordinating this Work with affected homeowners.

SECTION 01700 CONTRACT CLOSEOUT

PART 1 -GENERAL

1.01 REQUIREMENTS INCLUDED

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

1.02 SUBSTANTIAL COMPLETION

A. The Contractor shall submit the following items to the Engineer when the Contractor considers the Work to be substantially complete:

- 1 A written notice that the Work, or designated portion thereof, is substantially complete.
- 2 A list of items to be completed or corrected.

B. Within three (3) days after receipt of such notice, the Engineer shall observe the Work product to determine the status of completion. If requested, the Contractor will provide the transportation or vessels and support necessary to assist the Engineer in observing the Work product, or operation of the Work.

C. Project record documents and reports must be submitted before the project shall be considered substantially complete.

D. If the Engineer determines that the Work is not substantially complete:

1. The Engineer shall notify the Contractor in writing, stating the reasons.
2. The Contractor shall remedy the deficiencies in the Work and send a second written notice of substantial completion to the Engineer.
3. The Engineer shall observe the modified Work.

E. When the Engineer finds that the Work is substantially complete:

1. The Engineer will notify the County of substantial completion with a general list of the items to be completed or corrected before final payment.
2. The Engineer shall consider any objections made by the County concerning substantial completion. When the Engineer considers the Work substantially complete, he will execute and deliver to the County and the Contractor notification of Substantial Completion with a revised list of items to be completed or corrected, if required.

1.03 FINAL OBSERVATION OF THE COMPLETED WORK

A. When the Contractor considers the Work to be completed, he shall submit notification to the Engineer stating that:

1. The Contract Documents have been reviewed.
2. The Work has been inspected by the Contractor for compliance with permits and with Contract Documents.
3. The Work has been completed in accordance with permits and with Contract Documents.

B. The Engineer shall observe the Work to verify the status of completion after receipt of such notification.

C. If based on observation, the Engineer determines that the Work is incomplete or defective:

1. The Engineer shall promptly notify the Contractor in writing, listing the incomplete or defective Work.
2. The Contractor shall take immediate steps to remedy the stated deficiencies and send a new written notification to Engineer that the Work is complete.
3. The Engineer shall again observe the Work.

D. Upon finding the Work to be acceptable under the Contract Documents, the Engineer shall request the Contractor to make closeout submittals.

E. For each additional observation beyond a total of two (2) observations for substantial and final completion due to the incompleteness of the Work, the Contractor shall reimburse the County for the Engineer's observation and additional administration fees.

1.04 CONTRACTOR'S CLOSEOUT SUBMITTALS TO COUNTY

A. Project Record Documents and all required daily and monthly reports (prior to substantial completion).

B. Warranties and Bonds.

C. Evidence of Payment and Release of Liens: In accordance with requirements of General and Supplementary Conditions.

D. Evidence of the satisfactory repair of any damaged or destroyed item or facility which had been identified for repair or replacement. This includes any marks or monuments used for project central as well as private or public property.

E. Final Reconciliation, Warranty Period Declaration, and Contractor's Affidavit.

1.05 FINAL ADJUSTMENT TO ACCOUNTS AND FINAL APPLICATION FOR PAYMENT

- A. Contractor submittal a final statement of accounting to the Engineer.
- B. The statement shall reflect all adjustments to the Contract Sum:
 - 1. The original Contract Sum.
 - 2. Additions and deductions resulting from:
 - a. Changes in the project volume
 - b. Previous change orders
 - c. Deductions for liquidated damages
 - d. Other adjustments
 - 3. Retainage due
 - 4. Total Contract Sum, as adjusted.
 - 5. Previous payments.
 - 6. Sum remaining due including retainage.
- C. The Engineer shall review and approve, if appropriate the final statement from the Contractor.

SECTION 01720 PROJECT RECORD DOCUMENTS

PART 1 -GENERAL

1.01 REQUIREMENTS INCLUDED

A. Contractor shall maintain at the project site one record copy of:

- 1 Drawings.
- 2 Specifications.
- 3 Addenda.
- 4 Change Orders and other modifications to the Contract.
- 5 Engineer's field orders or written instructions.
- 6 Daily and monthly reports.
- 7 Water quality monitoring reports.

1.02 MAINTENANCE OF DOCUMENTS

A. The Contractor shall store documents and in Contractor's field office apart from documents used for construction.

B. Maintain documents in a clean, dry, legible, condition and in good order. Record documents will not be used for construction purposes.

C. Make documents available at all times for review by the Engineer.

1.03 SURVEY DATA SUBMITTAL

A. The Contractor shall employ a Surveyor registered in the State of Florida to verify survey data and properly prepare record drawings. Record drawings shall be certified by the professional Surveyor licensed in Florida.

B. The data will be in a format as detailed in the Technical Provisions for the Work.

SECTION 01740 WARRANTIES AND BONDS

PART 1 -GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Compile specified warranties and bonds.
- B. Compile specified service and maintenance contracts.
- C. Co-execute submittals when so specified.
- D. Review submittals to verify compliance with Contract Documents.
- E. Submit to the County.

1.02 SUBMITTAL REQUIREMENTS

- A. Assemble warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, suppliers and subcontractors.
- B. Number of original signed copies required: Two each.
- C. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.
 - 1. Product or work item.
 - 2. Firm, with name of principal, address and telephone number.
 - 3. Scope.
 - 4. Date of beginning of warranty, bond or service and maintenance contract.
 - 5. Duration of warranty, bond or service maintenance contract.
 - 6. Provide information for Owner's personnel:
 - a. Proper procedure in case of failure.
 - b. Instances which might affect the validity of warranty or bond.
 - 7. Contractor, name of responsible principal, address and telephone number.

1.03 FORM OF SUBMITTALS

- A. Prepare in duplicate packets.
- B. Format:
 - 1. Size 8-1/2 inch x 11 inch punched sheets for standard 3-ring binder. Fold larger sheets to fit into binders.

2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS". List:

1. Title of Project.
2. Name of Contractor.

C. Binders: Commercial quality, three-ring, with durable and cleanable plastic covers.

1.04 TIME OF SUBMITTALS

A. Make submittals within ten days after date of substantial completion and prior to final request for payment listing date of acceptance as start of warranty period.

SECTION 02202 DREDGE AND FILL

PART 1 -GENERAL

1.01 DESCRIPTION

The Work specified in this Section consists of hydraulic fill placement into a pre-determined template and width as indicated on the plans.

1.02 SUBMITTALS

- A. Pre-dredge Survey. Refer to Section 01050.
- B. Post-dredge Survey. Refer to Section 01050.
- C. Required Daily Turbidity Monitoring Reports (Per FDEP/ACOE Permits) submitted to the Engineer on a weekly basis.

PART 2 – PRODUCTS

2.01 DREDGE AND FILL

- A. All dredge and fill operations shall conform to the requirements listed in the Contract Documents. In addition, all Work shall be performed in accordance with all provisions and conditions of the permits issued by Florida Department of Environmental Protection (FDEP) and U.S. Army Corps of Engineers (USACE).
- B. The Work specified under this section consists of the excavation of sediment by hydraulic means as indicated on the plans with placement on the beach within the lines and grades (templates) as indicated in the plans.
- C. The Contractor shall be responsible for limiting fill placement within the lines and grades shown on the plans. The Contractor shall take extreme care not to damage existing seawalls, docks, overwalks, moorings, lifeguard stands and coastal structures. The Contractor shall excavate within the limits of the borrow area shown in the plans.
- D. The Contractor shall be responsible for damages as a result of direct contact with physical features. All repairs shall be made within one (1) month of the date that damage occurred.
- E. The Contractor shall be responsible for the removal of all material and equipment and restore the temporary staging area to its original condition or better.
- F. The Contractor shall not violate the Water Quality Standards with the exception of the allowable mixing zone for the project. A contract time extension will not be granted due to turbidity violations.

SECTION 02270 POLLUTION CONTROL

PART 1 -GENERAL

1.01 DESCRIPTION

The Work specified in this Section consists of measures required so as to prevent pollution of water.

1.02 CONTROL OF CONTRACTOR'S OPERATIONS WHICH MAY RESULT IN WATER POLLUTION

A. Take sufficient precautions to prevent pollution of the Gulf of Mexico, canals, boat basin, intercoastal waterways and other water impoundments, with fuels, oils, bitumen, calcium chloride, or other harmful materials. Conduct and schedule operations so as to avoid or otherwise minimize pollution or siltation of such streams, etc. and to avoid interference with movement of migratory fish. Do not dump any residue into any water body.

B. Construction operations in the Gulf of Mexico, tidal waters shall be restricted to those areas where it is necessary to perform excavation and filling to accomplish the Work shown in the Contract Documents and to those areas which must be entered to construct temporary or permanent structures. As soon as conditions permit, promptly clear all obstructions placed therein or caused by construction operations.

C. Do not disturb lands or water outside the limits of construction, except as may be found necessary to complete Work.

**MANATEE COUNTY, FLORIDA
ANNA MARIA ISLAND, CITY OF ANNA MARIA AND COQUINA BEACH
BEACH NOURISHMENT PROJECT**

TECHNICAL PROVISIONS

**MANATEE COUNTY, FLORIDA
 ANNA MARIA ISLAND, CITY OF ANNA MARIA AND COQUINA BEACH
 BEACH NOURISHMENT PROJECT
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**MANATEE COUNTY, FLORIDA
ANNA MARIA ISLAND, CITY OF ANNA MARIA AND COQUINA BEACH
BEACH NOURISHMENT PROJECT**

TECHNICAL PROVISIONS

1. GENERAL.

The beach nourishment project consists of two separate fill segments on Anna Maria Island: the City of Anna Maria Segment and the Coquina Beach Segment. The total volume for the two segments reflected on the Plans and in the permits is 194,000 cubic yards based on a January 2008 beach survey. However, the volume required for construction may be greater due to erosion that may have occurred since January 2008. Therefore, the total approximate volume stated for bidding purposes is 231,000 cubic yards as described on the Bid Form.

1.1 City of Anna Maria Segment. The City of Anna Maria Segment of the beach nourishment project consists of the placement of approximately 25,000 cubic yards of fill on a beach segment within the City of Anna Maria on the northern end of Anna Maria Island. The City of Anna Maria segment extends from Florida Department of Environmental Protection beach monuments R-7 to R-10, a distance of about 3,000 ft. The elevation of the construction berm is +4.0 ft, NAVD. In general, the width of the construction berm is approximately 75 feet from the landward limit of fill to the seaward limit of the construction berm crest. The berm width varies by profile line as shown on the Plans. The seaward slope of the fill template is 1 vertical to 15 horizontal from the seaward edge of the berm to the intercept of the slope with the existing underwater bottom.

1.2 Coquina Beach Segment. The Coquina Beach Segment of the beach nourishment project consists of the placement of approximately 206,000 cubic yards of fill on a beach segment in the southern end of Anna Maria Island. The Coquina Beach segment extends from Florida Department of Environmental Protection beach monuments R-35+790' to R-41+365', a distance of about 5,075 ft. Within the Coquina Beach segment, there is a 600 foot section between R-37+250' and R-38 where sediment will be mechanically placed above the Mean High Water (MHW) line only. The elevation of the construction berm is +4.0 ft, NAVD. On average, the width of the construction berm is approximately 145 feet from the landward limit of fill to the seaward limit of the construction berm crest. The berm width varies by profile line as shown on the Plans. The seaward slope of the fill template is 1 vertical to 15 horizontal from the seaward edge of the berm to the intercept of the slope with the existing underwater bottom.

1.3 Borrow Area. One borrow area has been identified for use in the project, located near the north end of the island and about 2,000 feet from shore. The borrow area will have a total available volume of approximately 420,000 cubic yards. The project will require the

installation of an underwater pipeline to each of the two project segments. For the City of Anna Maria Segment, the pipeline shall follow the most direct route from the borrow area to the beach fill location at the discretion of the Contractor. For the Coquina Beach Segment, the underwater pipeline shall be installed within the pipeline corridor shown on the Plans. The installed pipeline will avoid hardbottom areas as specified in the permits for the project.

2. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK.

The Contractor shall commence dredging under the contract by March 1, 2011 shall prosecute said work diligently, and shall complete the entire work ready for use within forty-five (45) days of the commencement of work. The time stated for completion shall include removal of pipe from the beach and the underwater pipeline, grading, leveling of escarpments in the beach, tilling of the beach (if required), final clean-up of the premises and all repairs or restorations of facilities, structures, vegetation or any other item damaged by the Contractor or his/her Subcontractor's as a result of project construction activities.

3. CONSTRUCTION PLANS AND CONTRACT DOCUMENTS.

A minimum of one (1) complete set of construction Plans and Contract Documents (with permits) shall be kept in the construction site field office in good condition, the surveyor shall have at least one set and at least one set shall be maintained on the dredge at all times during project construction. The dredge must have a complete set of Plans, including borrow area coordinates, at all times to insure dredging remains within the limits of the borrow area.

4. WORK AREA.

The construction and borrow area limits available to the Contractor for accomplishing the work are shown in the Plans. Construction access will be as shown in the Plans. The Contractor shall accomplish the Work in such a manner so as to minimize disruption to road traffic. The Contractor will minimize the areas closed to the public. The storage areas shall be kept neat, orderly and in a safe manner.

5. CONSTRUCTION ACCESS.

The Contractor shall limit construction access to the beach to the locations shown in the Plans (at the end of Palm Avenue and at beach access points approved by the County in Coquina Beach Park) or as approved by the County. The access must be restored to the pre-construction condition upon project completion at the cost of the Contractor. In the event that damage is caused by the Contractor, the Contractor shall restore all damage to sidewalks, roads, inlet jetties, groins, revetments, seawalls, overwalks, vegetation or any other structure or natural feature to pre-construction conditions or better at no additional cost to the County. The Contractor will not receive final payment until all damage is restored to the satisfaction of the County.

6. STAGING AREA.

6.1 **General.** The beach staging areas are shown in the Plans. The Contractor shall cordon off and/or fence the staging area. The staging areas must be restored to the pre-construction condition upon project completion at the cost of the Contractor.

6.2 **Available Staging Area.** For access to the beach fill segment within the City of Anna Maria (R-7 to R-10), the construction access and staging area is located at the end of Palm Avenue in the City of Anna Maria. For access to the beach fill segment within Coquina Beach (R-35+790 to R-41+365), the construction access and staging area is located at Coquina Beach Park, as shown in the Plans.

7. LAND ACCESS TO THE PROJECT SITE.

Land access to the landward project area is by two bridges extending from the mainland to Anna Maria Island, State Roads 64 and 70. The Contractor is responsible for adhering to all weight and traffic regulations on all roadways.

8. VESSEL-SHORE TRANSFERS.

8.1 **Transfer Facilities.** For shore to vessel and vessel to shore transfers, it shall be the responsibility of the Contractor to obtain the required permission and to pay any costs associated with the use of transfer facilities. Furthermore, the Contractor shall be responsible for any damages caused by the use of transfer facilities for landing and transfers, and shall maintain navigation through all navigable waterways and boat ramps. The Contractor shall use any and all landing site, transfer area, or staging area at the Contractor's own risk.

8.2 **Gulf of Mexico Vessel Access.** Longboat Pass (south) and Pigeon Key Pass (north) provides access to the Gulf of Mexico from Sarasota Bay and Tampa Bay for numerous boaters. The Contractor shall maintain ingress and egress to boaters using Longboat and Pigeon Key Passes. Under no circumstances will the Contractor be allowed to block navigational access.

8.3 **Longboat Pass Commercial Dock/Loading Facility.** The dock area on the east side of Anna Maria Island, immediately north of Longboat Pass in the City of Bradenton Beach will NOT be available during the timeframe of this project.

9. ENGINEER.

9.1 Technical Issues. The Engineer shall decide all technical issues of whatever nature that may arise relative to the interpretation of the technical portions of the Contract Documents, the Plans, and prosecution and fulfillment of this Contract, and as to the character, quality, amount and value of any Work done and materials furnished under this Contract. This will include Engineer acceptance of beach fill sections, beach dressing, beach tilling, escarpment elimination and beach slope shaping by the Contractor.

9.2 ENGINEER and COUNTY Access to the Dredge and Spoil Site. The Engineer and County shall have unlimited access to the dredge and spoil site. The Contractor shall furnish, at the request of the Engineer or County suitable and safe transportation from the shore to and from the various pieces of equipment, including the dredge. The County and Engineer or his representative is to have free access to the materials and the Work at all times for laying out, measuring and observing, and the Contractor is to afford him all necessary facilities, transportation and assistance for doing so. The presence or absence of the Engineer shall not relieve the Contractor of responsibility for the proper execution of the Work in accordance with the specifications.

10. PHYSICAL DATA.

10.1 Information. Information and data furnished, or referred to, in the Contract Documents are furnished, or referred to, for the Contractor's information. However, it is expressly understood that the County or Engineer will not be responsible for any interpretation or conclusion drawn therefrom by the Contractor. Likewise, the County or Engineer will not be responsible for any information provided to the Contractor by any information agency or other party or entity.

10.2 Borrow Area. The borrow area to be used for the project is located offshore of the northern end of Anna Maria Island, seaward of profile lines R-4 to R-12. The physical conditions of the borrow area sand resources indicated on the drawings and in the Specifications are the results of site investigations by remote sensing techniques, bathymetric surveys and vibracore sediment sampler. When the indicated physical conditions are the result of site investigations by vibracore sediment sampler or probes, the sampling and probe locations are shown on the drawings. While the County's remote sensing survey, bathymetric survey or vibracore sediment samples may be representative of subsurface conditions at their specific respective locations and vertical reaches, variations in the characteristic of the surface or subsurface materials are possible. Should any questions or discrepancies arise, the borrow area conditions should be independently confirmed by the Contractor.

11. DREDGE EQUIPMENT.

11.1 Dredge Capacity. The Contractor agrees to keep on the job sufficient equipment to meet the requirements of the Work. The dredge shall have an average minimum production rate of 5,000 cubic yards per day when transferring sediment to the Coquina Beach project segment. The dredge shall be in satisfactory operating condition, shall be reliable in its performance and capable of safely and efficiently performing the Work as set forth in the Contract Documents. The dredge shall be of sufficient size, power and capacity to complete the Work in a timely manner, meeting or exceeding Contract Document requirements for the construction time period. The dredge addressed in the bid questionnaire is the minimum size and capacity which the Contractor shall place on the job unless a different size and/or capacity dredge is approved by the Engineer in writing, and its listing thereon is not to be construed as an agreement on the part of the County that it is adequate for the performance of the Work.

11.2 No Reduction in Dredge Capacity. No reduction in the capacity of the dredge employed on the Work shall be made except by written permission of the Engineer. The measure of the "capacity of the dredge" shall be its actual performance on the Work to which these specifications apply. The Engineer, at his discretion, may order a field test of the capacity of the dredge at the Contractor's expense. If the dredge, in the Engineer's opinion, is not of sufficient capacity to complete the Work in the contract time period, the Engineer may direct the Contractor to replace the dredge with a larger capacity dredge.

11.3 American Bureau of Shipping Certification for Open Ocean Operation. If applicable, the Contractor shall obtain any and all American Bureau of Shipping (A.B.S.) and U.S. Coast Guard dredge certifications and/or approvals required for the project described herein, which allow for the open ocean operation of the dredge. A copy of the A.B.S. or U.S. Coast Guard certifications and approvals must be provided to the County and Engineer at the time of bid, demonstrating that the plant proposed for use on the project is licensed and certified to conduct open water (Gulf of Mexico) work.

12. DREDGE LOCATION CONTROL.

The Contractor is required to have in continuous operation on the dredge electronic positioning equipment that will accurately and continuously compute and plot the position of the cutterhead of the dredge. The Contractor shall also adhere to the applicable sections of the sediment QA/QC Plan provided in Appendix 2. A geographic positioning system, Differential Global Positioning System (DGPS), or equivalent, shall be used (to maintain precise positioning of the dredge cutterhead). Whenever dredging operations are underway, the location of the dredge cutterhead shall be continuously monitored and its position recorded and documented within the borrow area, in Florida State Plane Coordinates. The dredge cutterhead position shall be recorded at intervals not to exceed two (2) minutes. Plotters shall also continuously record the deviation (with respect to the datum on the Plans) of the cutterhead and cut elevation as well as the cutterhead horizontal location. Such

fixes, and the accompanying plots, shall be furnished to the Engineer each day as part of the Daily Quality Control Reports. The Quality Control Reports shall be provided to the Engineer by 2:00 pm the next day following each day's records of events, etc. The electronic positioning equipment shall be installed on the dredge so as to monitor, as closely as possible, the actual location of the cutterhead. The dredge shall also have equipment to monitor and record the vertical position of the bottom of the cutterhead. All vertical measurements should be tide corrected and reported in the datum listed on the Plans; predicted tides will be accepted. The operator should have visual controls that depict the location and depth of the cutterhead within the specified borrow area. The electronic positioning equipment shall be calibrated, maintained and operated so that the maximum error for the fixes recorded do not exceed the tolerances in the horizontal position (± 3 feet) or vertical position (± 0.1 foot). The location on the dredge of the master antenna and the distance and direction from the master antenna to the cutterhead shall be reported in the Quality Control Reports.

13. EXCAVATION OF THE BORROW AREA.

13.1 Excavation within the Borrow Area

No excavation shall take place outside of the borrow area limits as shown in the Plans. No excavation shall exceed the permitted depth of cut shown in the Plans. Either event represents a violation of the contract and may represent a violation of permits for the project, and may result in the deposit of unsatisfactory material on the beach. The Contractor will be required to pay any costs, fines, or other expenses related to excavating outside or below the borrow area limits and/or permit violations resulting from Contractor negligence in complying with permits for the project. If the Contractor does not pay any costs, fines, or other expenses related to excavating outside of the borrow area limits and/or for permit violations, the County will have the option to deduct from payments due to the Contractor from the County, or may be recovered from the Contractor's bond to cover all costs, fines, or expenses related to excavating outside of borrow area limits and/or deeper than allowed within the borrow area.

13.2 Potential Differing Borrow Area Characteristics. The characteristics of the materials in the borrow area may be as generally indicated by the sediment boring logs and grain size distribution curves in the geotechnical documents (Appendices 1 and 2). The material found in each of the borrow area sediment core borings (vibracores) is indicative only of the sand at that discrete location. The Contractor should be aware that it is possible for material of differing characteristics to be present in the borrow area, including material differing from that contained in the vibracores, and shall adjust fill placement activities accordingly to place material on the beach which meets permits and State of Florida requirements for beach fill.

13.3 Excavation. A borrow area has been identified and is located off the north end of Anna Maria Island. Excavation within the borrow area will occur as stated in the following paragraphs.

13.3.1 Borrow Area Volume. Based on the geotechnical investigation results, the borrow area is believed to contain approximately 420,000 cubic yards of beach compatible sand for construction of the entire project. The Contractor shall excavate the borrow area in a manner which preserves sediment for future use. Dredge cuts will remove as much sediment as possible from within the borrow area limits. A single continuous area shall be excavated to obtain the volume needed to complete the project. Priority areas are identified on the plans to define areas to be dredged first. The Engineer shall review and approve the Contractor's plan for borrow area excavation.

13.3.2 Borrow Area Excavation Limitations. All excavation shall be performed within the horizontal and vertical limits of the borrow area shown in the plans. The borrow area has been further divided based on the allowable dredge depth in each sub-area of the borrow area. Under no circumstances shall excavation occur below the designated limit of cut as shown in the plans. No excavation is permitted in excess of the elevations shown in the plans, referenced to NAVD. The material located below the indicated elevations and may not be suitable for beach renourishment. If excavation occurs outside of the permitted borrow area, or below the elevation of the borrow area as shown in the Plans, the Contractor will pay any and all permit fines for the permit violation and shall be responsible for removal of material which is not acceptable to the State of Florida.

13.3.3 Borrow Area Check Surveys. The Contractor shall provide surveys as part of the Daily Quality Control Report that demonstrates the limits of excavation that occurs each day. The surveys are required as part of the normal course of work as additional assurance of compliance with the project permits, plans and specifications. The surveys shall be provided as plots and/or graphics in a format proposed by the Contractor that is acceptable to the Engineer.

13.3.4 Unsuitable Material. If unsuitable material is encountered in the borrow area, the CONTRACTOR shall immediately cease dredging and change the location of the dredge cutterhead in order to avoid the inclusion of unsuitable material in the beach fill. The Contractor shall also notify the Engineer immediately upon encountering such material. The location of material which is not compatible with the beach encountered within the borrow area shall be noted on the Contractor's Daily Quality Control Report. Section 13.4 provides greater detail concerning the avoidance of rock, rubble or debris in the borrow area.

13.4 Encountering Rock, Rubble or Debris in the Borrow Area. The Contractor shall continuously monitor the fill material for the presence of rocks in the material. If other than occasional rock is encountered during dredging exceeding the existing level of rock on the existing beach, the Contractor shall immediately cease operation and adjust the construction operation to eliminate rock exceeding the existing level. The Contractor shall immediately

notify the Engineer verbally, and report the encounter with the rock, rubble or debris in the Quality Control Report, providing location in State Plane Coordinates of the area of rock, rubble, or debris. Rock, rubble, or any other debris larger than three-fourths (3/4) inch in diameter which is excavated and placed on the beach may be required by the County or State of Florida to be removed from the beach fill. The removal of the rock, rubble or debris will be by the Contractor, at the Contractor's own cost. If the Contractor fails to remove the rock, rubble, or debris to the satisfaction of the State of Florida or the County, such material may be removed by the County and the cost of such removal may be deducted from any money due, or to become due, to the Contractor or may be recovered under his bond. The Engineer or the State of Florida has the authority to determine if the quality of material being placed on the beach is acceptable, nevertheless, this does not relieve the Contractor of responsibility for all placed material, including rock debris. If the State of Florida or the Engineer makes a specific determination that material being placed is poor quality, the Contractor will adjust his construction operation to avoid this material.

13.5 Character of Material Within the Borrow Areas. Based on information obtained from analysis of core borings, the material found within the delineated borrow area consists of moderately well sorted, medium grained quartz sand and low shell hash with occasional rock. The sediment vibracores contained multiple layers of differing sediments. In general, the shell content in core samples ranged from approximately 0% to 11%. Based upon core analysis information, the approximate mean grain size of the borrow area is 0.21 mm and the silt/clay content is 1.86%. The descriptions of the material are based on the core borings provided in Appendix 1. The Contractor is solely responsible for any interpretation or conclusions drawn therefrom.

13.6 Preservation of Historical, Archeological, and Cultural Resources. A cultural resource study has been conducted within the borrow area. Those areas with magnetic anomalies which have been judged to possibly be of historical, archeological or cultural value have been excluded from the borrow area. Nevertheless, if during construction activities the Contractor observes items that may have historical, cultural or archeological value, the Contractor shall immediately cease all activities that may result in the destruction of these resources and shall prevent his employees and Subcontractors from trespassing on, removing, or otherwise damaging such resources. Such observations shall be reported immediately to the Engineer so that the appropriate authorities may be notified and a determination made as to their significance and what, if any, special disposition of the finds should be made. The Contractor shall report any observed unauthorized removal or destruction of such resources by any person to the Engineer and appropriate State of Florida authorities. The Contractor will relocate in the borrow area and resume construction of the beach nourishment project and not return to the area in question until State authorities have rendered judgment concerning the artifacts of interest. The Contractor will avoid all contact with areas identified as possibly containing items of historical, archaeological, or cultural value including, but not limited to, anchoring in addition to dredging.

13.7 Hardbottom Communities Protection.

13.7.1 Hardbottom Protection by the Contractor. Hardbottom communities exist offshore of Manatee County. Hardbottom communities, however, do not exist between the City of Anna Maria beach project area (R-7 to R-10) and the borrow area. Nearshore hardbottom areas are generally located south of beach monument R-20. Hardbottom communities, including both natural and artificial reef communities, exist immediately offshore of the Coquina Beach segment of the project. There are no hardbottom formations within the underwater pipeline corridor, however, there are known hardbottom resources along the edge of the corridor. The Contractor shall avoid contact with any and all natural or artificial hardbottom communities. It will be the responsibility of the Contractor to utilize divers and/or any other variable means to ensure that there are no hardbottom formations in jeopardy prior to placing pipes, spuds, anchors, cables, drag arms or any other objects on the bottom. It will be solely the responsibility of the Contractor to avoid all hardbottom formations and hardbottom biological communities. The Contractor shall take note that the State of Florida has levied significant fines to dredge Contractors who have damaged protected hardbottom communities. The Contractor will be responsible for any and all costs, fines, legal expenses, hardbottom repairs or mitigation requirements, or any other related expenses, levied by the Local, State or Federal governments with jurisdictional or regulatory authority for damage to hardbottom communities, other than those hardbottom communities which are, by permit, acknowledged to be covered with fill as part of project construction.

13.7.2 Control of Mobilization and Demobilization of Floating Equipment. Avoidance of damage to hardbottoms is entirely the responsibility of the Contractor. Mobilization and demobilization of floating equipment to, and from, the project site will be controlled by the Contractor to avoid contact with any and all hardbottom formations. The Contractor may utilize available data which includes mapping of some hardbottom formations to avoid passing over hardbottom formations with any equipment, however, not all hardbottom areas may be mapped.

13.7.3 Non Propelled Floating Equipment. The Contractor shall directly push or tow with polypropylene (floating) lines all floating equipment that is not self-propelled if traversing over known hardbottom areas. No cables, equipment or other objects shall sag or hang over the side of the dredge, any barges or tugs, or any other vessels, floating pipelines, pontoons or floating equipment. These measures are required to avoid hardbottom damage from sagging cables or other objects.

14. LAYOUT OF WORK FOR HYDRAULIC BEACH FILL PLACEMENT.

14.1 Fill Area Cross-Sections. The Contractor may use any control deemed necessary for the layout of Work. The Contractor may establish any profile cross-sections deemed

necessary for the layout of Work. Nevertheless, only the beach profile lines with an internal spacing as defined by the baseline on the Plans will be used as the basis for payment. The profiles are generally spaced at one hundred (100) ft intervals, except at the location of the FDEP monuments where the spacing varies to include the FDEP profile location. No other profiles will be considered for the purposes of determining placed beach fill volume for payment. Each profile line is to be surveyed on the azimuth perpendicular to the baseline as indicated in the Plans.

14.2 Surveyor. The Contractor shall complete the layout of the Work and shall be responsible for all measurements that may be required for the execution of the layout of the Work, subject to such modifications as the Engineer may require to meet changed conditions or as a result of necessary modifications to the Contract Work. The Contractor will use a surveyor registered in the State of Florida. The licensed surveyor will be responsible for all survey work and will certify all survey work, including pre-construction and post-construction beach profile surveys intended to compute beach fill placement volumes for payment purposes.

14.3 Work Layout. The Contractor shall furnish, at his own expense, such stakes, templates, platforms, equipment, tools and material, and all labor as may be required in laying out any part of the Work. It shall be the responsibility of the Contractor to verify the accuracy of control information and to maintain and preserve all stakes and other marks unless and until they are no longer needed to construct the beach renourishment project. All temporary marking stakes (including grade stakes) placed by the Contractor must be recorded on a tracking sheet and completely removed upon completion of the project.

14.4 Protection of Survey Monumentation. Permanent markers or monuments will not be disturbed, damaged or destroyed by the Contractor. Disturbed, damaged or destroyed monuments will be replaced by the Engineer, at his discretion, and the expense of replacement will be deducted from any amounts due, or to become due to the Contractor.

15. HYDRAULIC FILL PLACEMENT COMPUTATION.

15.1 Payment. Other than costs for mobilization and demobilization and beach tilling, all other costs associated with the construction of the beach nourishment project, included costs associated with, but not limited to, beach and hydrographic surveying and reporting, water quality monitoring, debris removal, excavating, transporting, escarpment leveling, site restoration and repairs, and constructing the hydraulic beach fill and all other materials and work shall be included in the contract unit price per cubic yard for Beach Fill Placement, which payment shall also include all other items of overhead, profit, labor, water quality monitoring, material and any other costs incidental to performing the Work.

15.2 Basis of Volume Computation Measurement. The basis of the payment volume computation will be the comparison of the surveyed as-filled profiles (post-construction) to

the pre-construction profiles, which will be surveyed and certified by the surveyor retained by the Contractor. The quantity (volume) of placed fill material lying within the construction template, addressed in the contract documents will be the basis for payment. The Contractor shall conduct the post-construction surveys and computations as are necessary and as indicated in the contract documents in order to determine the quantities placed within the fill sections between payment profile lines. Section 15.7 provides the methodology for computation of payment volumes.

15.3 Payment Profile Lines. Profiles to be used for payment purposes are strictly limited to profiles generally spaced at 100 foot intervals as defined by the project baseline on the Plans and located between (FDEP) beach monument profile lines numbered R-7 (end of north taper), and R-10 (end of south taper) for the Anna Maria Island segment, and R-35+790 (end of north taper) and R-41+365 (end of south taper) for the Coquina Beach segment. Each payment profile line is to be surveyed on an azimuth perpendicular to the baseline as indicated in the Plans. Pay quantity calculations will utilize the perpendicular distance shown on the Plans. For the Anna Maria Island segment, beach monument profile line R-7 will be the first payment station, with payment profile lines spaced generally at 100 foot intervals to the south. Payment profiles will terminate at beach monument R-10. For the Coquina Beach segment, beach monument profile line R-35+790 will be the first payment station, with payment profile lines spaced generally at 100 foot intervals to the south. Payment profiles will terminate at location R-41+365.

15.4 Payment Surveys. Payments will be based on the result of the comparison of pre-construction and post-construction surveys conducted on the dressed beach. The Engineer will verify the pay quantities provided by the Contractor based on pre-construction and post-construction surveys conducted by the Contractor and accepted by the Engineer. Acceptance surveys shall be performed by a registered land surveyor employed by the Contractor. The Contractor shall notify the County and the Engineer in advance when the payment surveys will be conducted.

15.4.1 Pre-Construction Survey. Pre-construction surveys will be conducted by the Contractor prior to the placement of fill. The pre-construction survey will be used as the baseline for volumetric payment for the beach nourishment project. The Contractor shall not commence construction until the Engineer has reviewed and evaluated the Contractor's pre-construction survey. The Construction Plans will not be revised with the pre-construction survey data.

15.4.2 Post-Construction Survey. The post-construction survey shall be conducted after the beach has been graded and dressed. The Contractor's post-construction survey records will be used to compute the volume placed for payment purposes. The Engineer may verify the post-construction survey results of the Contractor.

15.4.3 Survey Field Notes Submittal. The Contractor shall submit a copy of the

survey field notes to the Engineer upon completion of each survey. All field notes, survey and volume computations, and the records used by the Contractor to compute the payment fill quantity shall be furnished to the Engineer with the Application for Payment.

15.4.4 Survey Error or Discrepancy. If there is an error or discrepancy perceived by the Engineer in the survey conducted by the Contractor, the Contractor's and Engineer's surveyors will attempt to resolve the survey discrepancy or error. If the discrepancy or error cannot be resolved, a second post-construction survey will be conducted by the Contractor in the presence of the Engineer and will be used to compute the fill volume for payment purposes.

15.5 Payment Request Review. The notification of rejection or acceptance of the pay request will be based on written notification provided by the Engineer to the County after the Engineer has reviewed the submitted survey data and payment request. After the survey data has been received by the Engineer, the Engineer will have five (5) days to review the data and prepare a written response indicating whether the payment request has been accepted or rejected, and the reason for rejection, if applicable.

15.6 Payment for Hydraulic and Mechanical Fill Placement. With the exception of the 600 feet long gap between R-37+250 to R-38, all fill shall be placed by hydraulic means. The Contractor may request payment for hydraulic and mechanical fill placement upon final acceptance by the Engineer of the completed beach nourishment project. The Contractor shall submit to the County and the Engineer for review, an Application for Payment filled out and signed by Contractor covering the completed beach nourishment project as required by the Contract Documents and accompanied by such supporting documentation as is required by the Contract Documents and also as the Engineer may reasonably require.

15.7 Computation of Payment Volumes. Quantities of beach fill satisfactorily placed and meeting beach fill template requirements and volumes will be computed for payment by use of the average end-area method. The distance between each pay profile line to be used for fill computation is the perpendicular distance between each profile line, which is provided for each pay section on sheet 2 of the Plans. Beach monument R-7 will be the initial pay station or profile line with subsequent payment profile lines occurring generally at 100 foot intervals in the south direction for the Anna Maria Island Segment. The fill area will terminate at profile line R-10. Beach monument R-35+790 will be the initial pay station or profile line with subsequent payment profile lines occurring at generally 100 foot intervals in the south direction for the Coquina Beach segment. At the locations of the FDEP monuments, the perpendicular distances may be different than 100 ft., but not more than 150 ft. or less than 50 ft. No other profile lines will be considered in computing pay volumes. Payment will be provided for fill contained within the payment profile construction templates only. NO PAYMENT WILL BE PROVIDED FOR FILL PLACED ABOVE THE TEMPLATE. The Contractor's Bid shall account for any costs associated with the profile

selection, the azimuth of profile lines, the profile measurement technique, or the payment volume calculation technique.

15.8 Fill Tolerances. Payment will be for hydraulic fill placed within the "neat line" construction template only, tolerances described herein are provided for acceptance purposes. The maximum vertical tolerance below the template is 0.5 feet (+3.5 feet NAVD) and 0.5 feet above the template (+4.5 feet NAVD). The design elevation of the construction template is +4.0 feet NAVD. Any material placed above the upper tolerance may be left in place at the discretion of the Engineer; however, this material will not be included in the pay quantities. THE MAXIMUM VERTICAL TOLERANCE BELOW THE TEMPLATE IS 0.5 FEET. Hydraulic fill placement must at least meet the 0.5 foot tolerance below the template everywhere on the constructed beach berm and at least 95% of the template volume in each pay section. The Contractor shall fill any deficient section of beach to at least meet the below template elevation of +3.5 feet, NAVD, which is 0.5 feet below the design berm elevation of +4.0 feet, NAVD everywhere on the constructed beach berm. The County will withhold payment if the beach nourishment project does not meet the minimum required fill requirement, and until the required fill placement and grading has been completed by the Contractor.

15.9 Compensatory Slope Adjustment. During placement of fill, wave conditions may adjust the slope of the placed fill beyond the fill template. Fill placed outside the fill template will qualify for payment where such placed fill is (a) within the limits of the fill area shown in the Plans, (b) below the mean high water (+0.23 ft NAVD) line, (c) contiguous to the fill template, (d) above the pre-construction profile, (e) measured within the post-construction survey. Compensatory slope volumes will be applied only to compensate for lost volume on the template slope. This volume will not be used to compensate for volume deficiencies within the fill template landward of the construction berm crest as identified within the project plans. This clause does not relieve the Contractor from grading the beach berm and slope as shown on the Plans. Compensatory fill volume will not qualify for payment other than that portion of volume which was relocated by natural forces seaward beyond the template slope shown on the Plans.

15.10 Completion of Work. Upon written notice from Contractor that the Work is complete, the Engineer will observe the Work within five (5) days of the receipt of the written notice from the Contractor and, if required, will notify the Contractor in writing of all particulars in which observation of the work reveals that the Work is incomplete or defective. The Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

15.10.1 One Year Correction Period. If within one (1) year after the date of completion or such longer period of time as may be prescribed by law or by the terms of any applicable guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, the

Contractor shall promptly, without cost to the County and in accordance with the County's written instructions, either correct such defective Work, or, if it has been rejected by the County, remove it from the site and replace it with non-defective Work. If the Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the County may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.

15.10.2 Beach Erosion. The Contractor will not be held responsible for erosion of the beach fill after acceptance of the project by the Engineer.

16. TRANSPORT OF EXCAVATED MATERIALS.

16.1 Hydraulic and Mechanical Placement of Fill. All fill will be placed hydraulically with the exception of the area between R-37+250 feet and R-38, as shown in the plans for the project. The method of transport and hydraulic placement will be at the discretion of the Contractor; however, methods and equipment will have to comply with all permit, production, and environmental requirements. In the approximate 600 ft long section of beach between R-37+250 and R-38 feet, fill may be placed mechanically, but not placed hydraulically. The Contractor shall take care to not damage the dune when traversing or mechanically placing the fill within the 600 ft area.

16.2 Pipeline Transport of Fill.

16.2.1 Submerged Pipeline. The pipeline seaward of the beach landing shall be submerged except at the dredge, monobuoy (if required), and/or boosters (if required). The proposed location(s) of the submerged pipeline shall avoid hardbottom resources. It is the Contractor's responsibility to ensure that the pipeline is not placed on hardbottom areas.

16.2.2 Coquina Beach Underwater Pipeline Corridor. The Contractor shall use the underwater pipeline corridor, as shown on page BA-3 of the plans, for pipeline deployment from the borrow area to the beach for fill placement between R-35+790 and R-41+365 (Coquina Beach fill section). The pipeline shall not be placed on the beach north of beach monument R-31 when transporting fill to address the Coquina Beach fill section. The corridor is approximately 900 feet wide and 22,000 feet long. The Contractor shall avoid placement over hardbottom areas unless passage over the hardbottom is unavoidable. If hardbottom cannot be avoided, risers or collars shall be used to elevate the pipeline over the hardbottom area. If possible, the Contractor shall establish a buffer zone of at least 200 feet between avoidable hardbottom and the placed underwater pipeline.

16.2.3 City of Anna Maria Underwater Pipeline. The Contractor may place pipeline on the bottom directly between the borrow area and the fill placement area of R-7 to R-10 without restriction.

16.3 Floating Pipeline Barricade Requirements. Installation of a barricade is required on all floating pipelines which encounter land on Anna Maria Island. The purpose of the barricade is to prevent public access onto the floating pipeline.

16.4 Pipeline Condition. Pipe used for the project shall not shed loose rust chips which may be incorporated into the existing beach or fill if the pipe is used to transport material. Rust chips shall be removed from the interior and exterior of each pipe prior to the use of the pipe, to the satisfaction of the Engineer.

16.5 Pipeline Leaks. The Contractor shall maintain a tight discharge pipeline at all times. The joints shall be so constructed to preclude spillage and leakage. Leaks shall be promptly repaired. The Contractor will transport the Engineer to the leak repair site for observation of the pipeline if so requested by the Engineer. Failure to repair leaks or change the method of operation which is resulting in leakage that creates sedimentation over the hardbottoms or exceeds turbidity and water quality standards during transport to discharge site will result in suspension of dredging operations and require prompt repair or change of operation to prevent leakage as a prerequisite to the resumption of dredging.

17. HYDRAULIC PLACEMENT OF BEACH FILL.

17.1 General. All sand excavated from the borrow area shall be transported to, and deposited on the beach within the lines, grades and cross sections shown in the plans except as may be modified by the Engineer. The Contractor shall maintain and protect the fill in a satisfactory condition at all times until final completion and acceptance of the work. Contractor will receive no payment for any fill (sand) which is not contained within the limits of the fill template shown in the Plans or on the profiles other than those identified in the Plans and Contract Documents for the project as the pay profiles. The Contractor must place a minimum of 95% of the design volume between pay profile lines and achieve the minimum fill tolerance everywhere in the project area in order to be considered for payment of that section, unless otherwise stated by the Engineer in writing.

17.2 Beach Fill Template Cross Sections. Beach fill template cross sections, including beach slope, are contained in the Plans and identified in the Contract Documents for the project. The beach fill templates shown in the plans are R-7 (Sta. 5+00), R-8 (Sta. 14+50), R-9 (Sta. 25+15) and R-10 (Sta. 35+03) within the City of Anna Maria segment, and R-36 (Sta. 10+00), R-37 (Sta. 20+28), R-38 (Sta. 29+05), R-39 (Sta. 38+40), R-40 (Sta. 47+47) and R-41 (Sta. 55+86) within the Coquina Beach segment.

17.2.1 Uniform Beach. The filled beach will be graded, dressed and uniform in dimension. The filled beach shall be filled to a minimum of 95% of the volume based on the fill templates shown in the fill template cross-sections in the plans, and to the minimum tolerance (+3.5 feet, NAVD) or greater everywhere. The constructed beach contour lines, including the beach berm break, will be approximately parallel and straight lines, indicating that the Contractor constructed a uniform (non-cusped) beach to the appropriate elevation (+4.0 feet, NAVD) and width, as shown in the project plans.

17.2.2. Underfilling of the Constructed Beach. If the Engineer or County observe or believe they have observed underfilling of the beach, or if payment (after dredging) profile surveys conducted by the Contractor on or between pay profile lines indicate underfilling, the Engineer or County may request an additional survey be conducted by the Contractor at the Contractor's expense. If found to be deficient, the Contractor will place additional hydraulic fill until the beach is uniform in appearance and dimensions between pay profile lines, provides a straight beach berm break between pay profile lines, provides a minimum of 95% of the required hydraulic fill volume and meets the minimum tolerance at all locations in the acceptance section in order to qualify for payment of that section. Fill will not be obtained from adjacent areas of the beach to remedy underfilling.

17.2.3. Periodic Grading, Leveling and Dressing of the Beach. Following placement of beach fill material, and prior to opening the completed section of beach to public access, the Contractor shall grade, level and dress the beach fill to meet required elevations and dimensions indicated on the drawings. The Contractor will construct the design template with a beach slope no steeper than one (1) foot vertical to fifteen (15) feet horizontal to the water's edge.

18. FILL PLACEMENT.

18.1 Removal of All Debris from the Fill Area. Prior to, and during, placement of fill, the Contractor shall remove from the site of the work all snags, driftwood and similar debris lying within the foundation limits of the beach fill section. The Contractor will search for and remove all cloth (used to seal seams along the pipeline) and pieces of pipeline rust on the beach derived from the project area after project construction. All materials removed shall be taken from the beach area and disposed of in an appropriate and legal manner and at the expense of the Contractor.

18.2 Protection of Coastal Structures. Coastal structures (groins) shall not be damaged or destroyed by the Contractor. Fill retention structures referred to as groins exist in the project area. The Contractor shall be required to repair damage to coastal structures caused by the Contractor's operations. Bulldozers shall avoid all contact with coastal structures.

18.3 Fill Placement Requirements. The excavated material shall be placed and brought to rest on the beach to the lines, grades, and cross-sections indicated on the drawings contained in the plans, unless otherwise provided for herein or directed by the Engineer. The beach is subject to changes and the elevations on the existing, unrestored beach at the time the work is done may vary from the elevations shown in the Plans. The Contractor is to place the hydraulic fill on the beach in such a manner as to establish a uniform beach. Sections of beach located between pay profiles will not be underfilled, as defined in the contract documents.

18.4 Right to Vary Nourished Beach. The Engineer reserves the right to vary the width or grade of the berm from the lines and grades shown on the plans or observed at the project site for any reason including in order to establish a uniform beach between adjacent pay profile lines or for the entire length of the project, as shown in the Plans for the project. The beach fill cross-sections shown in the Plans are for the purpose of estimating the amount of hydraulic fill needed and will be used by the Engineer in making any change in the lines and grades.

18.5 Fill Placement Restrictions. The fill, except between R-37+250 and R-38, shall extend landward to the existing elevation contour which matches the berm crest elevation of +4.0 feet, NAVD unless features such as dunes, vegetation, buildings, walkways, sidewalks, or bulkheads, for example, are encountered before reaching the +4.0 feet, NAVD contour. Fill between R-37+250 and R-38 shall be placed mechanically placed (not hydraulically placed), and placed above MHW only. If a bulkhead or revetment extends to the design berm elevation or above, the fill shall terminate at the bulkhead or revetment. If the top of a bulkhead or revetment is less than +4.0 feet NAVD in elevation, then the fill shall slope landward (using a 1V on 5H slope) to at least one (1) foot below the crest of the bulkhead or revetment, to

prevent overtopping. Fill shall be placed around and over groins, if required, to meet design elevation. The Contractor's operations shall not result in the damage or destruction of any coastal structures.

18.6 Control of Fill. The Contractor shall make every attempt to retain placed fill within the beach fill template. Temporary longitudinal dikes, and spreader and pocket pipe shall be used as necessary to prevent gulying and erosion of the beach and hydraulic fill, to retain the hydraulic fill on the beach within the limits of the hydraulic fill template cross-section, and to control water turbidity. The pipeline discharge shall be located a sufficient distance from any structure to avoid damaging or undermining the structure. Dikes or mounds shall be constructed along the waterline as necessary to direct the pipeline discharge longitudinally along the beach to avoid transverse gulying direct from the discharge point to the ocean, and to build the construction berm to the design grade of +4.0 feet, NAVD. The Engineer may direct the Contractor to extend dikes, if necessary, to control turbidity or beach erosion. No undrained pockets shall be left on the nourished beach upon completion of the work. The Contractor shall not permit spoil water to flow landward of the fill section, or water to pond between the hydraulic fill and the upland located east of the fill area. The Contractor shall protect existing drainage and operations. Any material permitted to flow into or restrict the flow of an existing ditch, canal, sewer, or drain pipe, shall be promptly removed. Structures within, or adjacent to, the fill section shall be protected by the Contractor to prevent damage thereof by the Contractor's operations.

18.7 Construction Berm Elevation and Beach Slope. The Plans and Contract Documents for the project delineate a construction beach berm elevation of +4.0 feet, NAVD and construction beach slope of one (1) foot vertical to fifteen (15) feet horizontal. The beach slope shall be constructed at a minimum to the water's surface. The North American Vertical Datum (NAVD) data was obtained from the Land Boundary Information System (LABINS) 200904 based on the tidal epoch from 1983 through 2001. The control data is provided on Sheet 2 (CD) of the Plans.

19. FILL PLACEMENT REQUIREMENTS.

Payment will be for hydraulic and mechanical fill placed within the construction templates only, as shown in the plans. The Contractor shall fill any deficient section of beach to, at minimum, meet the below template tolerance, and to 95% of the fill volume for each and every acceptance segment. Any material placed above the template may be left in place at the discretion of the Engineer; however, this material will not be included in the quantities or volumes of material eligible for payment. The maximum vertical tolerance below the template is 0.5 feet (elevation +3.5 feet NAVD) and 0.5 feet (elevation +4.5 feet NAVD) above the template. Unless approved by the Engineer, hydraulic fill placement must at least meet the 0.5 foot tolerance below the template everywhere in the fill, and the minimum fill volume requirement of 95%. The County will withhold

payment for an acceptance section if the nourished beach does not meet the minimum hydraulic fill requirements until the appropriate hydraulic fill placement and grading has been completed by the Contractor.

20. DRESSING THE NOURISHED BEACH.

The fill shall be graded and dressed with a dragged pipe or similar so as to eliminate any undrained pockets, ridges, and depressions in the hydraulic beach fill surfaces. Dressing of the beach will be accomplished prior to conducting the post-construction survey. The Contractor is to grade and dress the hydraulic fill on the beach in such a manner as to establish a uniform berm width and slope between adjacent pay profile lines. The bank or scarp caused by wave erosion shall be graded down to a slope not steeper than one (1) foot vertical to fifteen (15) feet horizontal to the water's edge. The Contractor is responsible to grade down any and all beach scarps or sand cliffs in the entire restored beach until the Contractor has demobilized from the project site. The project site will not be considered complete, nor the Contractor eligible for payment, until all beach scarps/sand cliffs in the entire project area are graded to the satisfaction of the Engineer.

21. BEACH TILLING AND DRESSING.

21.1 General. The Contractor shall till the beach to reduce fill compaction at the discretion and direction of the Engineer. If the Contractor is required to till the beach, he will be compensated in the lump sum amount indicated on the cost proposal document for beach tilling. If tilling is not requested of the Contractor, the lump sum amount of monies indicated as the tilling amount in the cost proposal document will not be due to the Contractor.

21.2 Tilling and Dressing the Beach. Following the completion of beach filling, dressing, and payment survey, the Contractor may be required to till the constructed portion of the beach to loosen the compaction of the placed material. The tilling shall be by use of a tracked vehicle (bulldozer, loader, or equivalent) by pulling (rear mount) or pushing (front mount) a rake with tines of a length of 36 inches or more and spaced 12 inches apart. The Contractor shall conduct additional tilling as necessary to ensure that all of the beach fill above the mean high water line has a compaction of less than 500 cone penetrometer units, as determined by the Engineer. Tilling will be to a minimum depth of 36 inches throughout the newly placed beach seaward to the wrack line or to the visible high water mark. The wrack line shall not be disturbed. The Contractor shall avoid all vegetated areas with a 3 feet buffer zone. Following tilling, the beach shall again be dressed by dragging a pipe or similar device lengthwise over the beach. The pipe may be positioned immediately behind the tilling tines to allow for a single operation of tilling and dressing.

22. PRE-CONSTRUCTION AND POST-CONSTRUCTION SURVEYS AND CERTIFICATION OF VOLUMES.

22.1 General. The Contractor shall conduct, at his or her own expense, pre-construction (pre-dredge) and post-construction (post-dredge) surveys to determine payment volumes at the spacing shown on the Plans. The beach shall be dressed prior to post-construction surveying for payment to provide a level and uniform surface. The Engineer may also conduct surveys to verify the accuracy of Contractor surveys. All survey data and information shall be provided to the Engineer, as well as computations of the volume contained within the cross-section templates in the project plans. The surveyor used by the Contractor must be a registered land surveyor in the State of Florida, and shall certify all survey work. If the Contractor elects to use a Subcontractor to conduct any or all of the surveying, the selection of Subcontractor must be approved by the Engineer. At the request of the Contractor, the Engineer may supply the Contractor with a list of Subcontractor surveyors located in the vicinity of the project area acceptable to the Engineer.

22.2 Beach Fill Pay Survey. Beach fill payment surveys shall be conducted at generally 100 feet intervals as defined by the project baseline on the Plans. Payment surveys must extend offshore to a minimum 100 feet seaward of the construction toe of fill. The City of Anna Maria segment survey will start at beach monument R-7 and progress south to R-10. The Coquina Beach segment survey will start at beach monument R-35+790 and progress south to R-41+365.

22.3 Survey Requirements. All beach profile surveys shall be conducted by differential leveling techniques to a minimum distance of 100 feet seaward of the construction toe of fill. The Contractor shall close all level loops; the closure shall be less than 0.04 feet. All onshore points shall be within +/- 1 foot of the established profile line.

22.4 Profile Line Azimuths and Measurement. Profile line surveys shall be conducted along the azimuth indicated in the plans. A sufficient number of points shall be taken along each line to ensure adequate measurement of the entire profile line including topographic features, and major breaks in slope, beach berms, foreshore, and intersection of the fill with the bottom, with a maximum elevation difference of 1 foot between adjacent points. Data points shall be taken at a spacing of not more than 10 feet. The product shall be a continuous line representing the entire beach fill template.

22.5 Survey Documentation. All survey work shall be documented with copies supplied to the Engineer. The surveys may be conducted in the presence of the Engineer or his representative, at the option of the Engineer. The Contractor shall provide three (3) days advance notice to the Engineer prior to conducting surveys, not including the day of notice to the Engineer.

22.6 Survey Deliverables to the Engineer. Deliverables to the Engineer shall include processed survey data of range, station, and elevation from each of the profile baseline stations in a hard copy form and on a compact disk (CD) in ASCII format. Additional information to be provided the Engineer shall include any corrections and field notes.

22.7 Grade Stakes. Grade stakes left in the beach after beach nourishment construction can present a safety hazard to pedestrians. Upon completion of construction, the Contractor shall conduct a search to find each and every stake placed by the Contractor. This search and removal of all the stakes shall be documented on a tracking sheet and certified by the Contractor. All grade stakes the Contractor may use shall be completely removed after completion of the beach fill. The Contractor's request for payment will be considered by all parties as the certification that the Contractor removed all stakes. The search for, and removal of, all stakes shall be documented in the Quality Control Reports. Any stakes left in the beach will be the sole responsibility and liability of the Contractor. The Contractor will not be eligible for payment until the Contractor certifies that all stakes have been removed. If the Contractor fails to remove grade stakes in a timely manner, the County may have the stakes removed and deduct the cost from the Contractor's final payment.

23. MISPLACED MATERIALS.

If any material is deposited other than in places designated or approved, the Contractor may be required to remove such misplaced material and redeposit it where directed by the Engineer or County, at the Contractor's expense.

24. SAND RAMPS.

The Contractor shall build sand ramps at least 15 feet wide over the shore pipe at all lifeguard stands, but at a minimum of 200 foot intervals throughout the project area to allow public use of completed sections of beach. Slopes of the ramps shall be not steeper than 1 vertical to 5 horizontal. Additional ramps shall be constructed at all beach access points throughout the project area. Upon removal of the pipe, the beach in the area of the ramps will be leveled and dressed.

25. RESTRICTION OF PUBLIC ACCESS TO THE ACTIVE CONSTRUCTION AREA.

The Contractor shall fence the active construction area around the discharge site and active construction area, including areas which are being shaped by the full dozers or where fill is being mechanically placed. The Contractor shall fence an area approximately 500 feet in length in a direction parallel to the shoreline. The fence shall be 4 feet high at minimum, and shall remain upright and in place during the Work. The Contractor may fence an area in excess of 500 feet if approved by the County. The purpose of the fencing restriction at the active construction area is to maintain the beach open to public use to the greatest extent possible. The Contractor shall also post signs in a conspicuous manner stating "DANGER- HIGH PRESSURE DISCHARGE FROM DREDGE". The fencing shall be maintained during the life of the contract and, upon completion

and acceptance of the work, shall become the property of the Contractor and shall be removed from the project area.

26. USE OF COMPLETED PORTIONS.

The Contractor shall fence off the active work area in 500 feet long sections. After completion of a section of beach, including dressing the beach, elimination of escarpments, and shaping of the beach to achieve the beach slope, the County shall have the right to take possession of, and use, any completed or partially completed portions of the Work, prior to the completion of the entire Work. Such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents.

Completion of Work. Upon written notice from Contractor that the Work is complete, the Engineer will observe the Work within five (5) days of the receipt of the written notice from the Contractor and, if required, will notify the Contractor in writing of all particulars in which observation of the work reveals that the Work is incomplete or defective. The Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

27. NOISE CONTROL.

27.1 Hauling and Excavating Equipment. The Contractor, at times, will be working in close proximity to private residences. As a result, noise control is of paramount importance. All hauling and excavating equipment, including dredges, used on this Work shall be equipped with satisfactory mufflers or other noise abatement devices. The Contractor shall conduct his operations so as to comply with all Federal, State, and local laws pertaining to noise. The use of horns, whistles, signals, and handling of dredge pipelines shall be held to the minimum necessary in order to ensure as quiet an operation as possible while maintaining safety on the job site. Beach dressing, grading, tilling and re-dressing will be limited to daylight hours only. Beach diking will be allowed at night on an as needed basis. The Contractor is strongly encouraged to conduct as much required beach work as possible during daylight hours only.

27.2 Booster Pumps Noise Control. Booster pumps used on this Work shall be equipped with satisfactory mufflers and/or other sound abatement devices to reduce engine noise. A sound barrier will be constructed landward of booster pumps in order to reflect noise waterward. The Contractor shall conduct his operations so as to comply with all Federal, State, and local laws pertaining to noise.

28. NOTICE TO MARINERS.

The Contractor shall issue a Notice to Mariners regarding the dredging and disposal operation. A copy of the Notice to Mariners shall be provided to the Engineer.

29. HAZARD TO NAVIGATION.

Should the Contractor, during dredging operations, encounter any objects on the ocean bottom which could be a hazard to navigation, he will notify the U.S. Coast Guard, any other pertinent agencies immediately as to the location of said object and any other pertinent information necessary for the Contractor to put out a Notice to Mariners.

30. CONTRACTOR SAFETY.

30.1 CONTRACTOR Responsibility for Safety. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- (a) All persons,
- (b) All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and,
- (c) Other property at the site or adjacent thereto, including trees, shrubs, lawns, natural vegetation, walks, lifeguards stands, coastal structures, beach infrastructure, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

30.2 Compliance with Safety Laws. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction over the safety of property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. The Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and the Engineer has issued a notice to the County and Contractor that the Work is acceptable.

31. SIGNAL LIGHTS.

The Contractor shall display signal lights and conduct his operations in accordance with the General Regulations of the Department of the Army and of the U.S. Coast Guard governing lights and day signals to be displayed by towing vessels with tows on which no signals can be displayed, vessels working on wrecks, dredges and vessels engaged in laying cables or pipes or in submarine or bank protection operations, lights to be displayed on dredge pipeline and day signals to be displayed by vessels of more than 65 feet in length moored or anchored in a fairway or channel and the passing by other vessels or floating plant working navigable channels, as approved by the Secretary of the Army and Commandant, U.S. Coast Guard. (33 C.F.R. 80.18 - 8-31a; 33 C.F.R. 95.51 - 95.66; 33 C.F.R. 9.22 - 90.36; 33 C.F.R. 82 and C.G. Pub. 169, Navigation Rules, International-Inland dated May 1 1977) (DAR 7-603.33).

32. CONTRACTOR QUALITY CONTROL.

32.1 The Contractor is responsible for quality control and shall provide and maintain an effective quality control program.

32.2 Quality Control Reports shall be provided to the Engineer on a daily basis without exception.

32.3 The Contractor shall establish a quality control system to perform sufficient inspections and tests of all items of Work, including that of his Subcontractors, and to insure conformance to applicable provisions of the Contract Documents and Plans with respect to the materials, workmanship, construction, finish, and functional performance. This control will be established for all construction except where the Technical Provisions of the Contract provide for specific County or Engineer control by observation, tests or other means. The Contractor's control system will specifically include the surveillance and tests required in the Technical Provisions.

32.4 The Contractor's quality control system is the means by which the Contractor is assured that the Contractor's construction complies with the requirements of the Contract Documents, including all project permits. The controls shall be adequate to cover all construction operations and shall be keyed to the proposed construction sequence.

32.5 The Contractor's job supervisory staff may be used for quality control, supplemented as necessary by additional personnel for surveillance, by special technicians, or by testing facilities with the expertise to provide for the controls required by the Technical Provisions.

32.6 A sample "Daily Quality Control Report" is included as Appendix 3 to these Specifications. This report will be used by the Contractor as the Daily Quality Control Report to be provided to the Engineer. A different report format may be substituted by the

Contractor if: (1) it contains, at minimum, the same information and (2) it is approved, in writing, by the Engineer.

32.7 All compliance inspections conducted by the Contractor will be recorded on the Daily Quality Control Report, including, but not limited to, the specific items required in each technical section of the specifications. This form shall include records of corrective action taken and shall be furnished to the Engineer daily by 2:00 p.m. the following day. The Daily Quality Control Report shall be filled out every day, regardless of whether Work is accomplished, starting on the first day of mobilization and ending on the last day of demobilization and furnished to the Engineer as required by the Contract Documents. Failure to provide Daily Quality Control Reports to the Engineer shall result in delay in payments to the Contractor until the Daily Quality Control Reports are received and are acceptable to the Engineer.

32.8 If reoccurring deficiencies in an item or items indicate that the quality control system is not adequate, or reports are not being provided in a timely manner, the Contractor shall undertake such corrective actions as directed by the Engineer.

32.9 No separate payment will be made for Contractor quality control.

32.10 The Contractor shall be responsible for making such inspections, surveys and tests as may be necessary to assure compliance with all the requirements of the Contract Documents and applicable permits. Reports of all inspections, surveys and tests and remedial actions shall be submitted to the Engineer in writing.

32.11 The Engineer reserves the right to utilize the Contractor's control testing laboratory, survey and other equipment to make spot tests and surveys, and to check the Contractor's testing and survey procedures, techniques, and results (where applicable).

33. WATER QUALITY MONITORING BY THE CONTRACTOR.

The Contractor shall be bound and obligated to maintain the quality of the State's waters as stipulated in project permits and in the Florida Administrative Code Rule 62-3.121 as they pertain to the Class III waters and this Contract. The Contractor will be required to make inspections, measurements and observations required by those regulations and the FDEP permit in the vicinity of the dredge and at the spoil site (beach). This includes, but is not limited to, daily turbidity sampling per permit requirements with reports to the ENGINEER, following procedures stated in FDEP Permit No. 0281452-001-JC (Appendix 1 of the Environmental Protection Section). If it is determined that the quality of the State's waters is not being maintained, the Contractor will, without delay, follow the procedures provided in the FDEP permit. The water quality monitoring and reporting costs will be incorporated into the unit cost for fill in the Cost Proposal, and will not be a separate cost.

34. REPORTING REQUIREMENTS.

The Contractor will be required to prepare a daily Quality Control Report. Copies shall be furnished to the Engineer on a daily basis, at 2 p.m. of the following day of each day's report. Reports will be provided from the first day of mobilization to the last day of demobilization including site clean-up. A template Daily Quality Control report is located in Appendix 3. The Contractor may substitute their own quality control report format if: (1) it contains, at minimum, all of the information required by the format example in the General Conditions and (2) the Contractor's quality control report format is approved by the Engineer. Each day's Quality Control Report shall include continuous dredge and cutterhead or suction head location plots, as detailed in Section 12 of the Technical Provisions.

35. DAMAGES.

All damages to private or public property resulting from the Contractor's operations shall be repaired by the Contractor at the Contractor's expense. The County shall determine if repairs are required and the County or owner of the damaged property will determine if the property has been repaired to its previous condition, before the Contractor receives approval of repairs.

36. NIGHTTIME OPERATIONS.

Nighttime is defined as the period of time from sunset to sunrise. During nighttime operations, the Contractor shall utilize the minimum lighting that is necessary to accomplish the work and comply with all OSHA, and City and County sea turtle protection requirements, if applicable by permit. The Contractor shall shield or orient the lights to minimize the amount of light to the work area. The Contractor shall minimize noise so as not to disturb residents living along the beach in the project area.

37. SEA TURTLES.

The permit contains specific requirements for beach and dredge lighting during sea turtle nesting season. The project is not intended to be built during sea turtle nesting season; however, It is the responsibility of the Contractor to meet lighting requirements contained in the permits for the project, while also meeting OSHA lighting requirements and to ensure safety on the job site.

38. DELAYS AND EXTENSIONS OF TIME.

38.1 No Damage for Delay. No payment, compensation or adjustment of any kind other than the extension of time provided for below shall be made to the Contractor for damages because of hindrances or delays from any cause in the commencement, prosecution or completion of the Work, including but not limited to:

- (a) any significant act or omission on the part of the County or the Engineer or any other Contractor employed by the County, or any of their officers, agents or employees with respect to drawings, Plans or Specifications, changes in sequence, lack of decision, project acceleration, project de-acceleration, lack of access, lack of right-of-way or easement, interference, errors, suspensions, lack of permits or approvals, erroneous specifications or terms and conditions in the Contract Documents, lack of payments, issuance of Change Orders, occupancy, or use or placement into service of the building, structure, equipment, or appurtenances to be constructed hereunder prior to final completion and acceptance of the Work;
- (b) significantly differing site conditions;
- (c) presence and operations of other Contractors;
- (d) strikes, lockouts, labor or material shortages;
- (e) fire;
- (f) unusual delay in transportation;
- (g) acts of God, such as hurricanes, tropical storms, tornadoes, earthquakes or floods, or extreme weather;

wherein the Contractor can conclusively demonstrate that the act, condition, term or omission clearly caused the delay.

Whether such hindrances or delays be avoidable or unavoidable, the Contractor agrees that it shall make no claim for, nor be entitled to, compensatory, acceleration, disruption damages or mitigation of liquidated damages, if any, or any other damages of any kind or nature for any such delays or hindrances and will accept in full satisfaction for such delays the extension of time set forth below as project permits allow. The no damage for delay provision of this paragraph shall include, but shall not be limited to, increase in time-related costs, escalation in material costs, reduction in material volume, escalation in labor costs, additional equipment, effect on other contracts, increased premiums, lower labor productivity, lost alternative income, additional labor head count, additional premium time labor, additional supervision and demobilization and remobilization costs.

38.2 Avoidable Delays by the Contractor. Avoidable delays or hindrances in the commencement, prosecution or completion of the Work shall include all delays from any cause whatsoever that might have been avoided in the exercise of appropriate planning, care, prudence, foresight, or diligence on the part of the Contractor. Delays in the prosecution of parts of the Work that may in themselves be unavoidable but do not necessarily prevent or delay the prosecution of other parts of the Work or the completion of the whole Work within the time herein specified, reasonable loss of time resulting from the necessity of submitting Plans to the Engineer for review, from conducting surveys, measurements and inspections, and from such interruptions as may occur in the prosecution of the Work on account of the reasonable interference of other Contractors employed by the County which do not

necessarily prevent the completion of the Work within the time herein specified shall be deemed avoidable delays within the meaning of this Contract.

38.3 Unavoidable Delays. Unavoidable delays in the prosecution or completion of the Work under this Contract shall include all delays which may result through causes beyond the control of the Contractor, and which the Contractor could not have provided against by the exercise of care, prudence, foresight or diligence. Orders issued by the County increasing the amount of Work to be done by 25% or more, increasing the quantity of material to be furnished by 25% or more, or the manner in which the Work is to be prosecuted, lack of rights-of-way, and unforeseen delays in the completion of the work of other Contractors under contract with the County may be considered unavoidable delays, so far as they necessarily interfere with the Contractor's completion of the whole Work.

38.4 Notice of Delays. Whenever the Contractor experiences any delay in the prosecution of the Work, the Contractor shall, immediately upon the occurrence of any event giving rise to a delay, and in any event no later than three (3) days after the onset of the delay, notify the Engineer in writing of the occurrence of such delay and its cause and probable length in order that the Engineer may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the Work are to be delayed thereby. The notice must also demonstrate that Contractor will or has used all reasonable means to minimize the delay and contain an estimate of the probable effect that such delay will have on the progress and final completion of the Work. Notification of occurrence of delay will not be considered unless submitted IN WRITING.

38.5 Extensions of Time for Unavoidable Delays. For delays that are unavoidable, as determined by the County and Engineer, the Contractor will be allowed, if it applies for the same in the notice, an extension of time beyond the time specified for completion in the Contract and as specified in an approved change order, proportionate to such unavoidable delay or delays, within which to complete the Contract and within time limitations contained in project permits; and Contractor will not be charged, because of any extension of time for such unavoidable delay, any liquidated damages or engineering and construction observation costs as are charged in the case of avoidable delays.

38.6 Remedies for Avoidable Delays. If (a) the Work called for under this Contract is not finished and completed by the Contractor, in accordance with all requirements, within the time specified for completion in the Contract (30 days after the commencement of work), including authorized Change Orders or suspensions of Work not due to the Contractor's failure to perform according to the Contract Documents; or, (b) if at any time prior to the expiration of said time it should appear to the County that the Contractor will be unable to finish and complete said Work as aforesaid within said time, then in that event the County may terminate this Contract as provided in the Contract Documents (County's Right to Terminate Contract); or in the exercise of its sole and absolute discretion, allow the Contractor to complete the Work, providing permits may be modified to extend the Work

period, but charge to Contractor and deduct from the final payment due to the Work, engineering, inspection, legal and administrative expenses computed on the basis of a charge of three thousand (\$3,000.00) dollars per day until completion of the Work. Any mobilization/demobilization necessary to complete the Work will be done at the Contractor's expense. Notwithstanding an election made pursuant to this paragraph, the County may thereafter terminate the Contract, as provided in Section 37.8 below, if County is not adequately assured of prompt completion.

38.7 Time Extension for Unavoidable Delays Caused by Severe Weather or Sea State.

Time extension for delays for severe weather or sea state will be granted if:

- (a) It affects operations related to working in the Gulf of Mexico for sea state unavoidable delays. Sea state related delays will not be granted for work on the beach.
- (b) A request is made IN WRITING to the County within 3 days of the onset of the delay.
- (c) The delay is substantiated, IN WRITING and with data from an independent wave/weather source, within 14 days of the onset of the delay, to the satisfaction of the County and the Engineer.
- (d) The Engineer agrees that the weather and/or sea state conditions, and the number of days of extensions requested, are warranted and qualify for an extension of time, and provides a recommendation to the County.
- (e) The County agrees with the Engineer and grants the extension of time.

38.8 Permit Time Extensions. Permits for the project require construction activities to be completed by April 30, 2011. If construction is not completed within the time frame of the permits, the County may seek modification of permits to allow construction past permit deadline for construction completion. If the County is unsuccessful in obtaining an extension of time in the permits to complete construction, or if the time extension granted to the County is not sufficient to complete construction, then the County may take one of the following actions:

- (a) Require the Contractor to remobilize, at the Contractor's own expense, to complete the project as permit conditions and time frames allow if it is determined by the County and Engineer that the Contractor failed to complete the project by the end of the construction period as identified in the Contract or the permits, due to the negligence of the Contractor in avoiding delay.
- (b) Terminate the Contract and compensate the Contractor for fill placed within the construction template(s) and for demobilization from the project site in accordance with Contract Documents.
- (c) Negotiate with the Contractor to seek an acceptable agreement allowing for project completion when (if) permits and regulatory agencies allow for the resumption of project construction activities.

39. TECHNICAL DISPUTE RESOLUTION.

The Contractor shall perform the Work without delay as specified by the Contract Documents. The Engineer will interpret the requirements of the technical portions of the Work. If the Contractor objects to the Engineer's interpretation, the Contractor shall, within 48 hours of receiving the Engineer's decision, notify the Engineer in writing of its objection thereto. The Contractor and Engineer will mutually attempt to resolve the issue; nevertheless, if an impasse occurs, the Engineer's decision will be binding upon the Contractor.

39.1 No Claim Against COUNTY or ENGINEER. The CONTRACTOR shall have no claim against the COUNTY or ENGINEER because of any damage or loss to the Work or CONTRACTOR's materials, equipment or supplies, including no claim for loss or damage due to simultaneous work by others, and the CONTRACTOR shall be responsible for the complete restoration of damaged Work to its original condition complying with the Contract Documents. Notwithstanding any other provision of this Contract, this obligation shall exist without regard to the availability of any insurance, either of the COUNTY, ENGINEER or the CONTRACTOR.

40. INDEMNIFICATION.

The CONTRACTOR covenants and agrees to indemnify and save harmless the COUNTY, the ENGINEER and their 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 the Work; from and against any orders, judgments, or decrees, which may be entered against the COUNTY, the ENGINEER, their 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, the Contract, the Contract Documents or Purchase Order shall be deemed to affect the rights, privileges and immunities of the COUNTY and its agent, the ENGINEER as set forth in Florida Statute Section 768.28.

41. 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, including insurance for subcontractors employed on the Work by the CONTRACTOR. The CONTRACTOR shall obtain, and submit to the COUNTY along with the signed Contract, at the CONTRACTOR's expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

- a. Workers' Compensation/Employers' Liability

The CONTRACTOR shall procure and maintain, for the life of this Contract, Workers' Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage shall extend to any subcontractor that does not have their own Workers' Compensation and Employer's Liability Insurance. Thirty (30) days notice of cancellation is required and must be provided to Manatee County via Certified Mail.

b. Commercial General Liability

The CONTRACTOR shall procure and maintain, for the life of this Contract, Comprehensive General Liability Insurance. This coverage shall be on an "occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors' Products and Completion Operations and Contractual Liability. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Contract.

The Minimum Limits of Coverage shall be two million dollars (\$2,000,000.00) per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability with a deductible of no more than \$10,000.00.

Manatee County and Coastal Planning & Engineering, Inc., must be named as an additional insured unless Owners and Contractor's Protective Coverage is also provided, or required. Thirty (30) days written advanced notice must be provided to Manatee County via Certified Mail in the event of cancellation.

c. Business Automobile Liability

The CONTRACTOR shall procure and maintain, for the life of the Contract, Business Automobile Liability Insurance.

The minimum limits of coverage shall be five hundred thousand (\$500,000.00) per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" or "Comprehensive Form" type policy.

In the event the CONTRACTOR does not own any vehicles, we will accept the hired and non-owned coverage in the amounts listed above. In addition, we will require an affidavit signed by the CONTRACTOR indicating the following:

_____ does not own any vehicles.

"Company Name"

In the event we acquire any vehicles throughout the term of this Contract, _____ agrees to purchase "Any Auto" or "Comprehensive

"Company Name"

"Form" coverage as of the date of acquisition.

"Contractor's Signature"

e. Marine Liability Insurance

Marine Liability Insurance is required to protect against damage by CONTRACTOR's vessels on water. The minimum limits of coverage shall be six million dollars (\$6,000,000.00) per occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability.

The CONTRACTOR agrees that prior to beginning operations under the terms of this Contract, he will secure the insurance coverage provided above and will cause to be issued by CONTRACTOR's insurance carrier an endorsement on such policies naming Manatee County and Coastal Planning & Engineering, Inc. as one of named insured under such contract of insurance and shall deliver said endorsements to Manatee County and ENGINEER. Manatee County shall be notified thirty (30) days in advance by the insurance companies that a policy will expire or be terminated. A copy of all insurance policies shall be delivered to Manatee County prior to the pre-construction conference with the required Manatee County and ENGINEER endorsements.

In addition to the requirement of normal Liability and Workers Compensation Insurance, when the work extends to the water, on a boat or barge, Protection and Indemnity (P&I) coverage is required. In accordance with state regulations for marine contractors, contractors, and/or subcontractors must carry Longshoremen's and Harbor Workers' Compensation (33 U.S.C.A. sec. 901) coverage for its employees and Jones Act coverage (46 U.S.C.A. sec. 688) if there are "seamen".

f. Supplemental Provisions

1. The insurance coverage and conditions afforded by this policy(s) shall not be suspended, voided, canceled or modified, except after thirty (30) days prior written notice by Certified Mail, Return Receipt Requested, has been given to Manatee County.
2. Certificates of Insurance meeting the specific required provision specified within this Contract shall be forwarded to Manatee County and approved prior to the start of any work or the possession of any COUNTY property.