

INVITATION FOR BID CONSTRUCTION
NO. 22-TA004135DJ
MOCCASIN WALLOW, I-75 - 301
SEGMENT 1 FROM US 301 TO 115th
AVENUE EAST (COPPERSTONE
ENTRANCE)
FDOT STATE-FUNDED GRANT
AGREEMENT PROJECT
(FINANCIAL PROJECT ID 447300-1-54-
01/02)
JULY 5, 2022

Manatee County BCC
Procurement Division
1112 Manatee Avenue West Ste 803
Bradenton, FL 34205
purchasing@mymanatee.org



ADVERTISEMENT

INVITATION FOR BID CONSTRUCTION, NO. 22-TA004135DJ MOCCASIN WALLOW, I-75 - 301 SEGMENT 1 FROM US 301 TO 115th AVENUE EAST (COPPERSTONE ENTRANCE)

Manatee County, a political subdivision of the State of Florida (hereinafter referred to as County), will receive sealed bids from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida, to provide Moccasin Wallow, I-75 - 301 Segment 1 from US 301 To 115th Avenue East (Copperstone Entrance), as specified in this Invitation for Bid Construction to include widening 2-lanes to 4-lane divided urban roadway with a raised median.

DATE, TIME AND PLACE DUE:

The Due Date and Time for submission of Bids in response to this Invitation for Bid Construction (IFBC) is **August 16, 2022, at 3:00 PM ET**. Bids must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 prior to the Due Date and Time.

SOLICITATION INFORMATION CONFERENCE:

A non-mandatory Information Conference will be held at 9:00 AM on July 14, 2022, at the Manatee County Administration Building, 1112 Manatee Ave West, Dolphin Room, 5th Floor, Bradenton, FL 34205.

Attendance to mandatory information conferences is required. Attendance to non-mandatory information conferences is not required, but is strongly encouraged.

DEADLINE FOR QUESTIONS AND CLARIFICATION REQUESTS:

The deadline to submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this Invitation for Bid Construction to the Manatee County Procurement Division is July 22, 2022. Questions and inquiries should be submitted via email to the Designated Procurement Contact shown below.

Important: A prohibition of lobbying is in place. Review Section A.13 carefully to avoid violation and possible sanctions.

DESIGNATED PROCUREMENT CONTACT: Dave Janney, Senior Procurement Agent
(941) 749-3056, Fax (941) 749-3034
Email: Dave.Janney@mymanatee.org
Manatee County Financial Management Department
Procurement Division

AUTHORIZED FOR RELEASE: _____

Table of Contents

Section A, Information to Bidders

Section B, Bid Forms to be completed and returned with Bid

- Appendix A, Minimum Qualifications
- Appendix B, Bidder's Questionnaire
- Appendix C, Environmental Crimes Certification
- Appendix D, Florida Trench Safety Act
- Appendix E, ePayables Application
- Appendix F, Scrutinized Company Certification
- Appendix G, Hold Harmless
- Appendix H, Insurance Statement
- Appendix I, Acknowledgement of Addenda
- Appendix J, Affidavit of No Conflict
- Appendix K, Bid Pricing Form

Section C, Bid Attachments

- Bid Attachment 1- Insurance and Bond Requirements
- Bid Attachment 2 - Special Provisions
- Bid Attachment 3 - Specifications_s&s
- Bid Attachment 4 - Plans_Lighting_s&s
- Bid Attachment 5 - Plans_Signal_s&s
- Bid Attachment 6 - Plans_Roadway_Seg1_s&s
- Bid Attachment 7 - Plans_RAB_s&s
- Bid Attachment 8 - Geotech Report
- Bid Attachment 9 - Exhibit_Phasing_Aerial
- Bid Attachment 10 - 2022-4-22_MWR_Seg1_Existing-Topo.dwg
- Bid Attachment 11 - 2022-06-16_MWR_Seg1_base.dwg
- Bid Attachment 12 - 2022-06-16_MWR_Seg1_proposed-grades.dwg
- Bid Attachment 13 - Permit_404 Public Notice
- Bid Attachment 14- Permit_fdep_noi-pws
- Bid Attachment 15 - Permit_SWFWMD ERP
- Bid Attachment 16 - FDOT SFGA Executed Agreement_447300-1
- Bid Attachment 17 - FDOT SFGA Executed Supplemental Agreement_447300-1
- Bid Attachment 18 - ROW-Map

Section D, Sample Construction Agreement with General Conditions of the Construction Agreement and Agreement Exhibits.

SECTION A, INFORMATION FOR BIDDERS

To receive consideration, entities who submit a response to this Invitation for Bid Construction (Bidders) must meet the minimum qualification requirements and comply with the following instructions. Bid responses (Bids) will be accepted from single business entities, joint ventures, partnerships or corporations.

A.01 BID DUE DATE

The Due Date and Time for submission of Bids in response to this Invitation for Bid Construction (IFBC) is **August 16, 2022, at 3:00 PM ET**. Bids must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205 and time stamped by a Procurement representative prior to the Due Date and Time.

Bids received after the Due Date and Time will not be considered. It will be the sole responsibility of the Bidder to deliver its Bid to the Manatee County Procurement Division for receipt on or before the Due Date and Time. If a Bid is sent by U.S. Mail, courier or other delivery services, the Bidder will be responsible for its timely delivery to the Procurement Division. Bids delayed in delivery will not be considered, will not be opened at the public opening, and arrangements will be made for their return at the Bidder's request and expense.

A.02 SOLICITATION INFORMATION CONFERENCE:

A non-mandatory Information Conference will be held at 9:00 AM on July 14, 2022, at the Manatee County Administration Building, 1112 Manatee Ave West, Dolphin Room, 5th Floor, Bradenton, FL 34205. Attendance to non-mandatory information conferences is not required but is strongly encouraged.

A.03 PUBLIC OPENING OF BIDS

Bids will be opened immediately following the Due Date and Time at the Manatee County Administration Building, Suite 803 in the presence of County officials. Bidders or their representatives may attend the Bid opening.

Manatee County will make public at the opening the names of the business entities which submitted a Bid and the total bid price submitted. No review or analysis of the Bids will be conducted at the Bid opening.

A.04 SUBMISSION OF BIDS

The contents of the Bid sealed package must include:

- One (1) bound original clearly identifying Bidder and marked "ORIGINAL".
- One (1) electronic format copy clearly identifying Bidder.

Electronic format copy should be submitted on a Universal Serial Bus (USB) portable flash memory drive or compact disc (CD) in Microsoft Office® or Adobe Acrobat® portable document format (PDF) in one continuous file. Do not password protect or otherwise encrypt electronic Bid copies. Electronic copies must be searchable and contain an identical Bid to the original.

Submit the Bid package in a sealed container with the following information clearly

marked on the outside of the package: IFBC NO. 22-TA004135DJ, Moccasin Wallow, I-75 - 301 Segment 1 from US 301 To 115th Avenue East (Copperstone Entrance), Bidder's name, and Bidder's address. Bids must be delivered to the Manatee County Procurement Division prior to the Due Date and Time at the following address:

Manatee County Procurement Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205

A.05 DISTRIBUTION OF SOLICITATION DOCUMENTS

All documents issued pursuant to this IFBC are distributed electronically and available for download at no charge at www.mymanatee.org > *Bids and Proposals*. Documents may be viewed and downloaded for printing using Adobe Reader® software.

At its sole discretion, the County may utilize third-party providers to distribute proposals. Visit the third-party's website for more information regarding this service. Participation in the third-party system is not a requirement for doing business with Manatee County.

Additionally, the IFBC and all related documents are available for public inspection at the Manatee County Procurement Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205. Call (941) 749-3014 to schedule an appointment. Documents are available between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, with the exception of County holidays.

As a courtesy, Manatee County notifies the Manatee County Chamber of Commerce and the Manatee County Black Chamber of Commerce of all active solicitations, who then distributes the information to its members.

A.06 EXAMINATION OF BID DOCUMENTS AND SITE(S)

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

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

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

for use by successful bidder in performing the Work are identified in the IFBC documents.

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

Inspection of the Project Site(s) is not a requirement to be considered for award of this bid. Prior to submitting a bid, each bidder shall examine the Project Site(s) and all conditions thereon fully familiarizing themselves with the full scope of the Work. Failure to become familiar with Project Site conditions will in no way relieve the successful bidder from the necessity of furnishing any materials or performing any Work that is required to complete the Project in accordance with the Project Plans and Specifications.

A.07 ADDENDA

Any interpretations, corrections or changes to this IFBC will be made by addenda. Addenda will be posted on the Procurement Division's web page of the County website at <http://www.mymanatee.org/purchasing> > *Bids and Proposals*. For those solicitations that are advertised on a third-party website, addenda will also be posted on the third-party's distribution system on the 'Planholders' link.

All addenda are a part of the IFBC and each Bidder will be bound by such addenda. It is the responsibility of each Bidder to read and comprehend all addenda issued. Failure of any Bidder to acknowledge an issued addendum in its Bid will not relieve the Bidder from any obligation contained therein.

A.08 BID FORMS

Bids must include the forms provided in this IFBC. If needed, additional pages may be attached to a form. Bidders must fully complete and execute all Bid Forms. Bid Forms must be executed by an authorized official of the company who has the legal authority to bind the company.

A.09 BID EXPENSES

All costs incurred by Bidder in responding to this IFBC will be the sole responsibility of the Bidder.

A.10 QUESTION AND CLARIFICATION PERIOD

Each Bidder shall examine all IFBC documents and will judge all matters relating to the adequacy and accuracy of such documents. Any questions or requests concerning interpretation, clarification or additional information pertaining to this IFBC, including the sample Agreement, shall be made in writing via email to the Manatee County Procurement Division to the Designated Procurement Contact or to purchasing@mymanatee.org. All questions received and responses given will be provided to potential bidders via an addendum to this IFBC.

Manatee County will not be responsible for oral interpretations given by other sources including County staff, representative, or others. The issuance of a written addendum by

the Procurement Division is the only official method whereby interpretation, clarification or additional information will be given.

A.11 FALSE OR MISLEADING STATEMENTS

Bids which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Bidder, may be rejected. If, in the opinion of the County, such information was intended to mislead the County in its evaluation of the Bid, and the attribute, condition or capability is a requirement of this IFBC. Such Bidder will be disqualified from consideration for this IFBC and may be disqualified from submitting a response on future solicitation opportunities with the County.

A.12 CONFIDENTIALITY OF SECURITY RELATED RECORDS

- a. Pursuant to Florida Statutes § 119.071(3), the following records (hereinafter referred to collectively as “the Confidential Security Records”) are confidential and exempt from the disclosure requirements of Florida Statutes § 119.07(1):
 - i. A Security System Plan or portion thereof for any property owned by or leased to County or any privately owned or leased property held by County.
 - ii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by County.
 - iii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, or hotel or motel development in the possession of, submitted to County.
- b. Successful Bidder agrees that, as provided by Florida Statute, it shall not, as a result of a public records request, or for other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of County’s Property Management Director or to comply with a court order requiring such release or disclosure. To the extent successful Bidder receives a request for such records, it shall immediately contact the County’s designated Contract administrator who shall coordinate County’s response to the request.

A.13 LOBBYING

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

prohibition shall be subject to sanctions as provided in the Manatee County Code of Laws.

A.14 UNBALANCED BIDDING PROHIBITED

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

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

In the event County determines that a Bid is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other supporting documentation which the Bidder obtained and upon which the Bidder relied upon to develop its Bid. County reserves the right to deem any presumptive unbalanced Bid where the Bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs as non-responsive.

A.15 FRONT LOADING OF BID PRICING PROHIBITED

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

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

A.16 WITHDRAWAL OR REVISION OF BIDS

Bidders may withdraw Bids under the following circumstances:

- a. If Bidder discovers a mistake(s) prior to the Due Date and Time. Bidder may withdraw its Bid by submitting a written notice to the Procurement Division. The notice must be received in the Procurement Division prior to the Due Date and Time for receiving Bids. A copy of the request shall be retained, and the unopened Bid returned to the Bidder; or

- b. After the Bids are opened but before a contract is signed, Bidder alleges a material mistake of fact if:
 1. The mistake is clearly evident in the solicitation document; or
 2. Bidder submits evidence which clearly and convincingly demonstrates that a mistake was made in the Bid. Request to withdraw a Bid must be in writing and approved by the Procurement Official.

A.17 IRREVOCABLE OFFER

Any Bid may be withdrawn up until the Due Date and Time. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of one hundred twenty (120) days to provide the goods or services set forth in this IFBC or until one or more of the Bids have been duly accepted by County, whichever occurs first.

A.18 RESERVED RIGHTS

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

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

To be responsive, a Bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the IFBC.

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

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

A.19 APPLICABLE LAWS

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

A.20 COLLUSION

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

- a. All 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. All 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 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 is/are named in Bidder's Bid and that no person other than those identified has any interest in the Bid or in the resulting Agreement to be entered into.
- e. No person or agency has been employed or retained to solicit or secure the resulting Agreement upon an agreement or understanding or a commission, percentage, brokerage, or contingent fee except bona fide employees or established commercial agencies maintained by Bidder for purpose of doing business.

A.21 CODE OF ETHICS

With respect to this and any bid, if a Bidder violates, directly or indirectly, the ethics provisions of the Manatee County Procurement Code and/or Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes Chapter 112, Part II, Code of Ethics for Public Officers and Employees, such Bidder will be ineligible for award to perform the work described in this IFBC, and may be disqualified from submitting on any future quote or bid requests to supply goods or services to Manatee County. By submitting a bid, the Bidder represents to County that all statements made, and materials submitted are truthful, with no relevant facts withheld.

A.22 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

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

CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted list.

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

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

A.23 SCRUTINIZED COMPANIES

Florida Statutes § 287.135, as amended from time to time, may contain limitations on the part of a company to conduct business with the County. Submission of a response to this solicitation shall be subject to all procedural requirements contained within that statute including the submission of any required certification of eligibility to contract with the County. It shall be the responsibility of the company responding to this solicitation to concurrently review the current version of the statute and ensure it is compliant. To the extent a certification is required, it shall be provided on the form located at Appendix F *Vendor Certification Regarding Scrutinized Companies Lists*.

A.24 AGREEMENT

The successful Bidder will be required to execute the Agreement, a sample of which is attached hereto and made a part hereof. The County will transmit the Agreement to the successful Bidder for execution. The successful Bidder agrees to deliver the required number of duly executed copies of the Agreement, with any other required documents, to the County within ten calendar days of receipt.

A.25 LEGAL NAME

Bidders shall clearly indicate the full legal name, including any d/b/a, address, email address, and telephone number on the Bid Form. Bid Forms shall be signed above the typed or printed name and title of the signer. The signer must be an official of the organization and have the authority to bind the bidder to the submitted bid.

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

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

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

A.26 DISCOUNTS

All discounts must be incorporated in the prices contained in the bid and not shown separately. Unless otherwise specified in this IFBC, pricing must be all inclusive, including delivery costs. The prices indicated on the Pricing Form shall be the prices used in determining award.

A.27 TAXES

Manatee County is exempt from Federal Excise and State Sales Taxes. (F.E.T. Cert. No. 59-78-0089K; Florida Sales Tax Exempt Cert. No. 85-8012622206C-6). Therefore, the Bidder is prohibited from delineating a separate line item in its bid for any sales or service taxes.

The successful Bidder will be responsible for the payment of taxes of any kind, including but not limited to sales, consumer, use, and other similar taxes payable on account of the work performed and/or materials furnished under the award in accordance with all applicable laws and regulations.

A.28 QUALITY

Unless otherwise specifically provided in the IFBC documents, all goods provided shall be new, the latest make or model, of the best quality, of the highest grade of workmanship, and of the most suitable for the purpose intended.

Unless otherwise specifically provided in the IFBC documents, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

A.29 AUTHORIZED PRODUCT REPRESENTATION

Bidder, by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. Failure to do so may, in the County's sole discretion, be deemed a material breach of the resulting agreement and shall constitute grounds for County's immediate termination of the resulting agreement.

A.30 ROYALTIES AND PATENTS

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

A.31 AMERICANS WITH DISABILITIES ACT

Manatee County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of 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 cover page of this document at least twenty-four (24) hours in advance of either activity.

A.32 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Title VI of the Civil Rights Act of 1964, Title 15, Part 8 of the Code of Federal Regulations and the Civil Rights Act of 1992, Manatee County hereby notifies all Bidders that it will affirmatively ensure minority business enterprises are afforded full opportunity to participate in response to this IFBC and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status in consideration of award.

A.33 MINORITY AND/OR DISADVANTAGED BUSINESS ENTERPRISES

The State of Florida Office of Supplier Diversity provides the certification process and maintains the database of certified MBE/DBE firms. Additional information may be obtained at https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd or by calling (850) 487-0915.

A.34 DELIVERY

Unless otherwise specified, all prices shall include all delivery cost (FOB Destination).

A.35 MATHEMATICAL ERRORS

- a. Bid pricing forms without imbedded mathematical formulas: In the event of multiplication/extension error(s), the unit price shall prevail. In the event of addition error(s) the extension totals will prevail. In the event the dollar amount for contract contingency is omitted, it will be added to the total price of the Bid.
- b. Bid pricing forms with imbedded mathematical formulas: Interactive bid pricing forms that contain mathematical formulas may be provided to automate lengthy and complex bid forms. In the event bid pricing forms with imbedded formulas are used and a multiplication/extension error(s) is discovered in the formula, the unit price entered by the Bidder shall prevail.
- c. Bidder shall assume the responsibility and accuracy of the information input in the bid pricing form and therefore shall verify that the calculations are correct before submitting its Bid.
- d. Regardless of the type of bid pricing form used, all Bids shall be reviewed mathematically by the County using these standards.

A.36 SUBCONTRACTORS

The successful bidder will obtain prior written approval from the County for any subcontractor(s) and the work each will perform. A subcontractor is defined as any entity

performing work within the scope of the project who is not an employee of the successful Bidder.

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

A.37 E-VERIFY

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

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

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

The successful Bidder shall maintain sole responsibility for the actions of its employees and subcontractors. For the life of the contract, all employees and new employees brought in after contract award shall be verified under the same requirement stated above.

A.38 DISCLOSURE

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

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

Based on the above, County will receive bids at the time and date stated and will make public at the opening the names of the business entities of all that submitted a bid.

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

Pursuant to Florida Statutes 119.0701, to the extent successful Bidder is performing services on behalf of the County, successful Bidder must:

- a. Keep and maintain public records required by public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the successful Bidder does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of contractor or keep and maintain public records required by the public agency to perform the service. If the successful Bidder transfers all public records to the public agency upon completion of the contract, the successful Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the successful Bidder keeps and maintains public records upon completion of the contract, the successful Bidder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE SUCCESSFUL BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUCCESSFUL BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO ANY RESULTING CONTRACT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

Phone: (941) 742-5845

Email: debbie.scaccianoce@mymanatee.org

Mail: Manatee County BCC

Attn: Records Manager

1112 Manatee Ave W.

Bradenton, FL 34205.

A.39 VENDOR REGISTRATION

Registering your business will provide Manatee County a sourcing opportunity to identify suppliers of needed goods and services and identify local businesses. To register as a supplier with the County go to www.mymanatee.org/vendor. For assistance with supplier registration, call the Procurement Division main number at (941) 749-3014. Office hours are Monday – Friday, 8:00 A.M. to 5:00 P.M., excluding County holidays.

A link to Vendor Registration is listed on the Procurement Division's web page at <http://www.mymanatee.org/home/government/departments/financial-management/purchasing.html>. Click on "Register as a Vendor", then "Vendor Registration Form". Registration is not mandatory to submit a Bid.

A.40 ENVIRONMENTAL SUSTAINABILITY

All bidders are encouraged to use as many environmentally preferable "green" products, materials, as supplies, as possible to promote a safe and healthy environment. Environmentally preferable are products or services that have a reduced adverse effect on the environment.

Bidder shall acknowledge in its Bid if Bidder has an environmental sustainability initiative. In addition, Bidder shall submit with its Bid a brief summary of Bidder's environmental sustainability initiative. This information will be used as a determining factor in the award decision when all other factors, are otherwise equal.

A.41 ePAYABLES

Manatee County Board of County Commissioners and the Manatee County Clerk of the Circuit Court have partnered to offer the ePayables program, which allows payments to be made to vendors via credit cards.

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

If Bidder is interested in participating in this program, complete the ePayables Application attached herein and return the completed form via email to tina.mancini@manateeclerk.com.

A.42 BASIS OF AWARD

County will not make award to a Bidder who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to the County, or is in default on any contractual or regulatory obligation to the County. By submitting this solicitation response, Bidder attests that it is not delinquent in payment of any such debts due and owed to the County, nor is it in default on any contractual or regulatory obligation to the County. In the event the Bidder's statement is discovered to be false, bidder will be subject to suspension and/or debarment and the County may terminate any award it has with bidder.

Award shall be to the lowest, responsive, responsible bidder(s) meeting specifications which includes delivery time requirements, qualification requirements, and having the lowest total offer for requirements listed on the Bid Form for the Work as set forth in this IFBC. Bid prices shall include costs for furnishing all labor, equipment and/or materials for the completion of the Work to the County's satisfaction, in accordance with and in the manner set forth and described in the IFBC documents and within the prescribed time.

Multiple schedules for completion of Work shall be considered. Two (2) bids shall be submitted and considered, Bid 'A' based on 450 calendar days completion time and Bid 'B' based on 540 calendar days completion time. County, at its sole discretion, shall select either Bid 'A' or Bid 'B', whichever is in the best interest of the County. Only one (1) award will be made.

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

Whenever two or more responsive, responsible bids which are equal with respect to price and all other evaluation factors are received, if the company provides documented environmentally preferable “green” products, materials, or supplies, they shall be given preference in award.

Whenever two or more responsive, responsible bids which are equal with respect to price are received, and both or neither of these bids provide documented environmentally preferable “green” products, the award shall be determined by a chance drawing, coin toss, or similar tie-breaking method conducted by the Procurement Division and open to the public.

Bidder acknowledges that County has, or may hire, others to perform work similar to or the same as that which is within the scope of work of this IFBC. In the event that the successful Bidder cannot meet the delivery time or availability requirements of materials, the County, at its sole discretion can obtain the goods and services from other sources.

A.43 SCOPE OF WORK

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

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

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

The Scope of Work is broken up into two (2) phases. Phase 1 includes construction west of 75th Street E east to west of US 301 begins at station 178+84.97 and ends at station 245+00.00 (MWR Construction Baseline) and Phase 2 includes a roundabout at US 301 and begins at station 620+12.22 and ends at station 630+88.07 (U.S. 301 Baseline Survey) (see Bid Attachment 9 Exhibit_phasing_aerial). The plans for Phase 2 are pending an FDOT permit which is expected by end of 2022. The County will issue a second Notice to Proceed (NTP) for Phase 2.

The Phase 1 Work includes a mile of widening 2-lanes to 4-lane divided urban roadway with a raised median and Type F curb and gutter, two 11.5-foot travel lanes and a 7-foot bicycle lane in each direction. A mile of sidewalk will be constructed on the south side and mile of shared use path will be constructed on the north side. Lighting along the entire project, as well as signal plans for a relocation of an existing traffic signal. Relocation of potable water and reclaim main utilities into the proposed R/W including

new potable water service connections and stub outs, new fire hydrants, steel casings for utilities crossing Moccasin Wallow Road, and addition of a reclaimed water main with reclaimed water service connections and stub outs for future connections.

The Phase 2 Work is transitioning Phase 1's 4 lane divided urban roadway into US301 via Round a Bout Intersection Improvements and tying back into existing conditions north and south along US301.

Construction will meet Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, January 2022 Edition or as noted on the construction plans meeting the Manatee County Highway, Traffic & Stormwater Standards (dated 2015). U.S. 301 Roundabout will comply with FDOT FY 2020-21 standard plans for road and bridge construction, comply with FDOT July 2021 standard specifications for road and bridge construction. Construction of the utilities will meet Manatee County Specifications and utilize Maintenance of Traffic (MOT) phasing and sequencing plan per construction plans or provide signed and sealed revised MOT plans for review and concurrence for ROW Permit. No lane closure will be allowed and must maintain existing traffic during the entire construction period. Dewatering may be required for signal foundation, storm sewer, stormwater management facility grading and underground utility installation.

A.44 COMPLETION OF WORK

The Work will be completed and ready for final inspection within the specified calendar days from the date the Contract Time commences to run. Completion time shall be based on Bid 'A' for 450 calendar days or Bid 'B' based on 540 calendar days time at the County's sole discretion.

A.45 LIQUIDATED DAMAGES

If the successful Bidder fails to achieve substantial completion of the Work within the contract time and as otherwise required by the Agreement (to include not only the entire Work but any portion of the Work as set forth therein), the County shall be entitled to retain or recover from the successful Bidder, as liquidated damages and not as a penalty, the sum of \$5,574.00 per calendar day, commencing upon the first day following expiration of the contract time and continuing until the actual date of substantial completion.

Such liquidated damages are hereby agreed to be a reasonable estimate of damages the County will incur because of delayed completion of the Work. The County may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due the successful bidder under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the successful bidder shall be payable to the County at the demand of the County, together with interest from the date of the demand at the maximum allowable rate.

A.46 CONTRACT CONTINGENCY WORK

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

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

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

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

A.47 LICENSES AND PERMITS

The successful Bidder shall be solely responsible for obtaining all necessary license and permit fees, including, but not limited to, all license fees, permit fees, impact fees, or inspection fees, and responsible for the costs of such fees. Successful Bidder is solely responsible for ensuring all work complies with all Federal, State, local, and Manatee County ordinances, orders, codes, laws, rules, regulations, directives, and guidelines.

A.48 PROTEST

Any actual bidder, proposer, or contractor who is aggrieved in connection with the notice of intent to award of a contract with a value greater than \$250,000 where such grievance is asserted to be the result of a violation of the requirements of the Manatee County Procurement Code or any applicable provision of law by the officers, agents, or employees of the County, may file a protest to the Procurement Official.

Protest must be in writing and delivered via email at purchasing@mymanatee.org or by hand delivery to the Procurement Division at 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205 by 5:00 p.m. on the fifth business day following the date of posting of the Notice of Intent to Award on the County website. There is no stay of the procurement process during a protest. The Procurement Official shall have the authority to settle and resolve a protest concerning the intended award of a contract.

For additional information regarding the County protest process, visit the Procurement Division webpage on the County website.

A.49 ACCESSIBILITY

The County is committed to making its documents and information technologies accessible to individuals with disabilities by meeting the requirements of Section 504 of the Rehabilitation Act and best practices (W3C WCAG 2). **For assistance with accessibility regarding this solicitation, contact the Manatee County Procurement Division via email at purchasing@mymanatee.org or by phone at 941-748-4501 X3014.**

Successful Bidder shall ensure all its electronic information, documents, applications, reports, and deliverables required under this Agreement are in a format that meets the requirements of Section 504 of the Rehabilitation Act and best practices (W3C WCAG 2).

Where not fully compliant with these requirements and best practices, Successful Bidder shall provide clear points of contact for each document and information technology to direct users in how to obtain alternate formats. Further, successful Bidder shall develop accommodation strategies for those non-compliant resources and implement strategies to resolve the discrepancies.

A.50 SOLICITATION SCHEDULE

The following schedule has been established for this Solicitation process. Refer to the County’s website (www.mymanatee.org > Business > *Bids & Proposals*) for meeting locations and updated information pertaining to any revisions to this schedule.

Scheduled Item	Scheduled Date
Non-Mandatory Solicitation Information Conference. at Manatee County Admin. Building, Dolphin Room, 5th Floor, 1112 Manatee Ave West, Bradenton, FL 34205	July 14, 2022, 9:00 AM
Question and Clarification Deadline	July 22, 2022
Final Addendum Posted	August 3, 2022
Bid Response Due Date and Time	August 16, 2022, 3:00 PM, ET
Projected Award	September 2022

NOTE: Any statements contained in the Scope of Work, Bid Summary, Construction Agreement, General Conditions of the Construction Agreement and/or Exhibits which vary from the information in Section A, Information for Bidders, shall have precedence over the Information for Bidders.

END OF SECTION A

SECTION B, BID FORMS

(To be completed and returned with Bid)

APPENDIX A, MINIMUM QUALIFICATIONS

IFBC No. 22-TA004135DJ

Bidders must submit the information and documentation requested in this Attachment that confirms Bidder meets the following minimum qualification requirement(s):

1. Must have been registered with the State of Florida, Division of Corporations to do business in Florida.

No documentation is required. The County will verify registration.

2. A State-Funded Grant Agreement with the Florida Department of Transportation require contractors to be prequalified with the Florida Department of Transportation in order to bid for the performance of this construction contract. Prequalification is defined by Florida Law (Chapter 337.14 F.S.) and Rules of the State of Florida, Department of Transportation, (Chapter 14-22, F.A.C.).

Bidder, or Bidder's subcontractor combined must be a Florida Department of Transportation (FDOT) Prequalified Contractor in the classes of (7) Drainage, (10) Flexible Paving, (11) Grading, (16) Intelligent Transportation Systems, (28) Pavement Marking, (39) Traffic Signal, and (40) Sidewalk, Underground Utilities (Water & Sewer). The Bidder must be prequalified in at least one (1) of the FDOT Work Classes.

No documentation is required. The County will verify that the Bidder and subcontractors are listed in the FDOT database as a prequalified contractor.

3. Bidder or Bidder's subcontractor has provided at least four (4) roadway projects since July 1, 2017, in an urbanized area that included the following components: underground drainage, utilities, Traffic Signals with Intelligent Transportation Systems, and must have a contract value of \$5,000,000. Project clients must be agreeable to responding to an inquiry by the County.

Provide the following information for the four (4) qualifying project references.

- a) Name of client
- b) Project name
- c) Location (City/State)
- d) Client contact name
- e) Contact phone
- f) Contact email
- g) Service dates (Start/End)
- h) Contract value

4. In accordance with the IFBC, Section A, sub-section A.36; Bidders subcontracting any portion of the work shall include a list of subcontractors along with their bid.

Provide the following information for the proposed subcontractors.

- a) **Name of subcontractor**
- b) **Address of subcontractor**
- c) **Type of work to be performed**
- d) **Qualifications to perform work**
- e) **Percentage of the contract amount to be subcontracted**

5. Bidder is not on the Florida Department of Management Services Suspended, Debarred, Convicted Vendor Lists.

No documentation is required. The County will verify

6. If Bidder is submitting as a joint venture must file the required documents with the Florida Department of Business and Professional Regulation as required by Florida Statute Section 489.119, prior to the Due Date and Time.

If Bidder is not a joint venture, provide a statement to that effect. If Bidder is a joint venture, provide a copy of Bidder's approved filing with the Florida Department of Business and Professional Regulation.

7. Bidder has no reported conflict of interests in relation to this IFBC.

If no conflicts of interests are present, Bidder must submit a fully completed copy of Appendix J.

If there is a potential conflict of interest, on a separate page submit a statement to that affect and disclose the name of any officer, director or agent who is an employee of the County. Disclose the name of any County employee who owns, directly or indirectly, any interest in Bidder's firm or any of its branches.

END OF APPENDIX A

APPENDIX B, BIDDER'S QUESTIONNAIRE

IFBC No. 22-TA004135DJ

Bidder must fully complete and return this form with its Bid. Bidder warrants the truth and accuracy of all statements and answers herein contained. (Attach additional pages if necessary.)

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID

1. Contact Information:

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

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

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

4. Bidder is authorized to do business in the State of Florida: Yes No

For how many years? _____

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

Is this firm in bankruptcy? _____

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

BIDDER: _____

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

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

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

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

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

12. If any part of work will be subcontracted, list MBE/DBE/WBE/VETERAN to be utilized. Include the estimated dollar amount of the portion of Work each will perform.

BIDDER: _____

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

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

15. If applicable to the Work for this IFBC, Drilling Supervisor Qualifications: Contractor shall provide a boring specialist who shall remain on the project site during the entirety of the directional boring operation. This includes, but is not limited to, drilling fluid preparation, seaming, boring and pulling. The boring specialist shall have a minimum of five (5) years' experience in supervising directional bores of similar nature, diameter, materials and lengths. (Reference: Specification Section 02619, Horizontal Directional Drilling).

Provide the contact information for a minimum of three (3) projects wherein the boring specialist has performed this type of work, diameter, materials and lengths.

Boring specialist's name: _____

Boring specialist's years of experience in supervising directional bores _____

Provide contact name, and contact number for projects:

16. If applicable to the Work for this IFBC, Pipe Fusion Qualifications: All boring and fusing equipment shall be certified for operation. The Contractor responsible for thermal butt fusing pipe and fittings shall have manufacturer certification for performing such work or a minimum of five (5) years of experience performing this type of work.

Thermal butt fusing pipe and fittings contractor or subcontractor's name: _____

Attach a copy of contractor's/subcontractor's manufacturer certification to this Questionnaire

OR

Provide contractor's/subcontractor's years of experience in thermal butt fusing pipe and fittings

If manufacturer certification is not provided, include contact name, and contact number for projects that confirms five years of experience:

BIDDER: _____

17. If applicable to the Work for this IFB, Pipe Bursting Qualifications: The Contractor shall

be certified by the manufacturer of the pipe bursting system that they are fully trained licensed installer of the manufacturer's pipe bursting system. Contractor shall provide a letter to the County documenting this requirement. (Reference: Specification Section 02619A, Pipe Bursting (PB) of Existing Mains).

18. List the following regarding the surety which is providing the bond(s):

Surety's Name: _____

Address: _____

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

Agent's Name: _____

Address: _____

Phone: _____

Email: _____

19. Confirm if Bidder has an environmental sustainability initiative as defined in Section A.40.

Yes No

If yes, submit a brief summary (2-3 paragraphs) of the environmental sustainability initiative.

BIDDER: _____

APPENDIX C, ENVIRONMENTAL CRIMES CERTIFICATION

IFBC No. 22-TA004135DJ

SWORN STATEMENT PURSUANT TO ARTICLE V, MANATEE COUNTY PROCUREMENT CODE

Bidder must fully complete and return this form with its Bid. This form must be signed and sworn to in the presence of a notary public or other official authorized to administer oaths.

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

_____ [Print individual's name and title]

for _____ [Print name of entity submitting sworn statement]

whose business address is _____

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

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

- (1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
- (2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
- (3) been convicted of a violation of an environmental law that, in the sole opinion of Owner’s Purchasing Official, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
- (4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or
- (5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of

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

(Continued)

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

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

[Signature]

STATE OF _____
COUNTY OF _____

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

Who is personally known / has produced _____ as
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.

[Remainder of page intentionally left blank]

APPENDIX D, FLORIDA TRENCH SAFETY ACT

Bidder must fully complete and return this form with its Bid. 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 **IFBC NO. 22-TA004135DJ**
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 County and Engineer of Record, 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 _____ : _____

My commission expires: _____



Angelina M. Colonnese

CLERK OF THE CIRCUIT COURT AND COMPTROLLER OF MANATEE COUNTY

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

Bidder must fully complete and return this form with its Bid.

APPENDIX E: ePAYABLES APPLICATION

Company name _____

Contact person _____

Phone number _____

Email Address _____

FINANCE USE ONLY

.....

Open orders: YES or NO

PEID _____

CREATE DATE _____

CONFIRMED _____ WITH _____

Name and phone number

IFAS _____

BANK _____

INITIALS _____

Return completed form Via email to:

tina.mancini@manateeclerk.com

Via fax to: (941) 741-4011

Via mail:

PO Box 1000

Bradenton, FL 34206

Revised: September 30, 2015

“Pride in Service with a Vision to the Future”

Clerk of the Circuit Court – Clerk of Board of County Commissioners – County Comptroller – Auditor and Recorder

APPENDIX F, SCRUTINIZED COMPANY CERTIFICATION
IFBC No. 22-TA004135DJ

This certification is required pursuant to Florida State Statute Section 287.135.

As of July 1, 2011, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

Bidder must fully complete and return this form with its Bid.

Company _____ FID _____ or EIN _____ No. _____

Address _____

City _____ State _____ Zip _____

I, _____, as a representative of _____ certify and affirm that this company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Signature

Title

Printed Name

Date

**APPENDIX G
 MANATEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
 INDEMNITY AND HOLD HARMLESS
 IFBC No. 22-TA004135DJ**

Bidder must fully complete and return this form with its Bid.

Bidder shall defend, indemnify and hold harmless the County and all of the County’s officers, agents, employees, and volunteers from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys’ fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Respondent, its officers, employees, representatives and agents in performance or non-performance of its obligations under the Contract/Agreement. Bidder recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the County when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the County in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Contract/Agreement. Compliance with any insurance requirements required elsewhere within this Contract/Agreement shall not relieve Bidder of its liability and obligation to defend, hold harmless and indemnify the County as set forth in this article of the Contract/Agreement.

Nothing herein shall be construed to extend the County’s liability beyond that provided in section 768.28, Florida Statutes.

PROJECT NUMBER AND/OR NAME	
INSURANCE AGENT	
RESPONDENT SIGNATURE	DATE

Acknowledgement:

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,

20____ by _____ [FULL LEGAL NAME], who is

personally known to me / has produced _____ as identification.

Notary Signature _____

Print Name _____

APPENDIX H, INSURANCE STATEMENT

IFBC No. 22-TA004135DJ

Bidder must fully complete and return this form with its Bid.

THE UNDERSIGNED has read and understands the insurance requirements of this IFBC applicable to any contract resulting from this solicitation and shall provide the insurances required by this Appendix within ten (10) days from the date of Notice of Intent to Award.

Bidder Name: _____ Date: _____

Signature
(Authorized
Official): _____

Printed
Name/Title: _____

Insurance Agency: _____

Agent Name: _____ Agent Phone: _____

APPENDIX I, ACKNOWLEDGMENT OF ADDENDA

IFBC No. 22-TA004135DJ

The undersigned acknowledges receipt of the following addenda:

Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:

Print or type Bidder's information below:

_____ Name of Bidder	_____ Telephone Number
_____ Street Address	_____ City/State/Zip
_____ Email Address	
_____ Print Name & Title of Authorized Officer	_____ Signature of Authorized Official Date

APPENDIX J, AFFIDAVIT OF NO CONFLICT
IFBC No. 22-TA004135DJ

COUNTY OF _____
STATE OF _____

BEFORE ME, the undersigned authority, this ____ day of _____, 20__ personally appeared, _____, a principal with full authority to bind _____ (hereinafter the "Affiant"), who being first duly sworn, deposes and says:

(a) is not currently engaged or will not become engaged in any obligations, undertakings or contracts that will require the Affiant to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and

(b) has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and

(c) has provided full disclosure of prior work history and qualifications that may be deemed to raise possible question of conflict(s).

Affiant makes this affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into an Agreement for Moccasin Wallow, I-75 - 301 Segment 1 from US 301 To 115th Avenue East (Copperstone Entrance).

If applicable, on a separate page Bidder shall disclose the name of any officer, director or agent of Bidder who is also an employee of the County and the name of any County employee who owns, directly or indirectly, any interest in the Bidder's firm or any of its branches. If no conflicts of interest are present, submit a statement to that affect.

Signature

Print Name

SUBSCRIBED to and sworn before me this ____ day of _____, 20__.

[Notary Seal]

Notary Public

My commission expires: _____

Notary Signature

Print Name

Personally known OR produced identification. Type of identification produced _____

APPENDIX K, BID PRICING FORM

IFBC No. 22-TA004135DJ, Moccasin Wallow, I-75 - 301 Segment 1 from US 301 To 115th Avenue East (Copperstone Entrance)

Total Bid Price/Offer for Bid "A": \$ _____ Complete. Base on a completion time of 450 calendar days.

Total Bid Price/Offer for Bid "B": \$ _____ Complete. Based on a completion time of 540 calendar days.

We, the undersigned, hereby declare that we have carefully reviewed the IFBC Documents in their entirety and with full knowledge and understanding of the Bid information and all its requirements, submit this Bid, which is complete in meeting each specification, term, and condition contained therein.

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

Authorized Signature(s): _____

**Name and Title of Above
Signer(s):**

Date: _____

APPENDIX K, BID PRICING FORM Moccasin Wallow, I-75 - 301 Segment 1 from US 301 To 115th Avenue East (Copperstone Entrance) PROJECT #'s 6071261, 6113370, 611390								
Bidders must provide prices for each available line item on each tab for their bid to be considered responsive.								
ITEM #	FDOT ITEM NUMBER	BRIEF DESCRIPTION OF ITEMS	ESTIMATED QUANTITY	UNIT	UNIT PRICE BID A 450 Calendar Days	EXTENDED AMOUNT BID A	UNIT PRICE BID B 540 Calendar Days	EXTENDED AMOUNT BID B
1		Mobilization	1.00	LS				
2		2" Conduit (Material & Install)	2,000.00	LF				
3		4" Conduit (Material & Install)	2,000.00	LF				
4		6" Conduit (Material & Install)	2,000.00	LF				
5		Density Testing (By Owner)	1.00	LS				
6		Construction Stakeout	1.00	LS				
7		Demolition, per plan - Includes any demo work that needs to be done prior to clearing, i.e. removal of pipe, conduit, structures, fencing, etc. not otherwise specified in Schedule of Values	1.00	LS				
8		Temporary Emergency & Construction Entrance	1.00	LS				
9		Maintenance of Traffic	1.00	LS				
10		Clearing and Grubbing	34.00	AC				
11		Finish Grading	34.00	AC				
12		Excavation Lake 2B & 3 (Insitu Measure) (Note: these lakes have already been excavated by developer)	117,111.87	CY				
13		Excavation Lake 1 (Insitu Measure)	8,292.53	CY				
14		Place and compact (Compacted measure)	66,508.00	CY				
15		Import Fill (Trucked Measure)	88,556.00	CY				
16		Demucking	1.00	LS				
17		Sod	39,682.00	SY				
18		Ditch re-grading (Width Varies)	1.00	LS				
19		Inlet Protection	29.00	EA				
20		Turbidity Barrier	212.00	LF				
21		Double Silt Fence	3,489.00	LF				
22		Silt Fence	10,932.00	LF				
23		18" RCP	1,920.00	LF				
24		24" RCP	3,476.00	LF				
25		30" RCP	2,646.00	LF				
26		36" RCP	632.00	LF				
27		42" RCP	66.00	LF				
28		36" RCP Endwall (Includes rip rap)	2.00	EA				
29		42" RCP Endwall (Includes rip rap)	1.00	EA				
30		30" Headwall	1.00	EA				
31		6" Underdrain	2,761.00	LF				
32		Underdrain Cleanout	58.00	EA				
33		FDOT Type 6 Inlet	28.00	EA				
34		Storm Manhole	12.00	EA				
35		Grate Inlet	8.00	EA				
36		Junction Box	2.00	EA				
37		24"x38" ERCP (Replaces Existing 30"x42" Crossing)	126.00	LF				
38		24"x38" Headwall (Replaces Existing 30"x42" Crossing)	1.00	EA				
39		42" RCP (Replaces Existing 30"x42" Crossing)	137.00	LF				
40		42" Headwall (Replaces Existing 30"x42" Crossing)	1.00	EA				
41		36" RCP (Lake 3 Outfall)	89.00	LF				
42		36" RCP Endwall (Lake 3 Outfall)	1.00	EA				
43		Connect to Existing Storm Inlet	1.00	EA				
44		Single Grate Control Structure (Includes rip rap) (Lake 3 Outfall)	1.00	EA				
45		Double Grate Control Structure (Includes rip rap)	4.00	EA				
46		Storm Sewer Testing (per Manatee County Standards)	1.00	LS				
47		3" Type SP Asphaltic Concrete (First Lift)	58,697.00	SY				
48		1.5" FC-12.5 Asphaltic Concrete (Second Lift)	58,697.00	SY				
49		Optional Base Group 9	58,697.00	SY				
50		12" Stabilized Subgrade (Min. LBR 60)	66,741.00	SY				
51		Temporary Pavement	1,003.00	SY				
52		Handicap Ramp (complete with Tactile Surface)	25.00	EA				
53		4" Concrete Sidewalk	4,515.00	SY				
54		6" Concrete Driveway	314.00	SY				
55		1.5" Type SP Asphaltic Concrete for Shared Use Path	5,996.33	SY				
56		Optional Base Group 1 for Shared Use Path	5,996.33	SY				
57		12" Stabilized Subgrade (Min. LBR 60) for Shared Use Path	8,734.00	SY				
58		4" Concrete, Terracotta & Imprinted with Brick	684.44	SY				
59		Tactile Surface	2.00	EA				
60		Valley Crossing	38.00	SY				
61		Type "F" Curb & Gutter	13,054.00	LF				
62		Type "E" Curb	385.00	LF				
63		Type "AB" Curb, Modified	8,495.00	LF				
64		3' Traffic Separator	1,584.00	LF				
65		Remove Existing Asphalt	30,313.00	SY				
66		Remove Existing Base	30,313.00	SY				
67		Handrail	657.00	LF				
68		Traffic Control Striping and Pavement Markings (Includes Temporary Paint Markings on Initial Lift)	1.00	LS				
69		Traffic Control Signage	1.00	LS				
70		Permanent Control Points	1.00	LS				
SUBTOTAL FOR ROADWAY (PHASE 1)								

APPENDIX K, BID PRICING FORM								
Moccasin Wallow, I-75 - 301 Segment 1 from US 301 To 115th Avenue East (Copperstone Entrance)								
PROJECT #'s 6071261, 6113370, 611390								
Bidders must provide prices for each available line item on each tab for their bid to be considered responsive.								
SIGNALIZATION & LIGHTING (PHASE 1)								
71	102-104	TEMPORARY SIGNALIZATION AND MAINTENANCE, INTERSECTION	200.00	ED				
72	102-107-1	TEMPORARY TRAFFIC DETECTION AND MAINTENANCE, INTERSECTION	200.00	ED				
73	630-2-11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	4,355.00	LF				
74	630-2-12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	205.00	LF				
75	632-7-1	SIGNAL CABLE - NEW OR RECONSTRUCTED INTERSECTION, F&I	2.00	PI				
76	633-1-121	FIBER OPTIC CABLE, F&I, UNDERGROUND, 2-12 FIBERS	2,255.00	LF				
77	633-1-122	FIBER OPTIC CABLE, F&I, UNDERGROUND, 13-48 FIBERS	2,135.00	LF				
78	633-2-31	FIBER OPTIC CONNECTION, INSTALL, SPLICE	56.00	EA				
79	633-3-11	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE ENCLOSURE	2.00	EA				
80	633-3-12	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE TRAY	2.00	EA				
81	633-3-15	FIBER OPTIC CONNECTION HARDWARE, F&I, PATCH PANEL, PRETERMINATED	2.00	EA				
82	633-8-1	MULTI-CONDUCTOR COMMUNICATION CABLE, FURNISH & INSTALL	1,010.00	LF				
83	635-2-11	PULL & SPLICE BOX, F&I, 13" X 24" COVER SIZE	3.00	EA				
84	635-2-12	PULL & SPLICE BOX, F&I, 24" X 36" COVER SIZE	5.00	EA				
85	635-2-13	PULL & SPLICE BOX, F&I, 30" X 60" RECTANGULAR OR 36" ROUND COVER SIZE	1.00	EA				
86	639-1-122	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	1.00	AS				
87	639-2-1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	135.00	LF				
88	639-3-11	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	1.00	EA				
89	641-2-12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	1.00	EA				
90	641-2-13	PRESTRESSED CONCRETE POLE, F&I, TYPE P-III	2.00	EA				
91	646-1-11	ALUMINUM SIGNALS POLE, F&I, PEDESTAL	15.00	EA				
92	649-21-21	STEEL MAST ARM ASSEMBLY, F&I, SINGLE ARM 78'	1.00	EA				
93	649-26-03	STEEL MAST ARM ASSEMBLY, REMOVE, SHALLOW, BOLT ON ATTACHMENT	1.00	EA				
94	650-1-34	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL, POLYCARBONATE, 3 SECTION, 1 WAY	12.00	AS				
95	650-1-36	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL, POLYCARBONATE, 4 SECTION, 1 WAY	6.00	AS				
96	650-1-39	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL, POLYCARBONATE, 5 SECTION CLUSTER, 1 WAY	4.00	AS				
97	653-1-11	PEDESTRIAN SIGNAL, F&I, LED COUNTDOWN, 1 WAY	14.00	AS				
98	653-1-12	PEDESTRIAN SIGNAL, F&I, LED COUNTDOWN, 2 WAYS	1.00	AS				
99	660-3-11	VEHICLE DETECTION SYSTEM - WAVETRONIX SMARTSENSOR HD, F&I CABINET EQUIPMENT	2.00	EA				
100	660-3-12	VEHICLE DETECTION SYSTEM - WAVETRONIX SMARTSENSOR HD, F&I, ABOVE GROUND EQUIPMENT	2.00	EA				
101	660-3-42A	VEHICLE DETECTION SYSTEM - WAVETRONIX SMARTSENSOR ADVANCE, RELOCATE, ABOVE GROUND EQUIPMENT	1.00	EA				
102	660-3-42M	VEHICLE DETECTION SYSTEM - WAVETRONIX SMARTSENSOR MATRIX, RELOCATE, ABOVE GROUND EQUIPMENT	1.00	EA				
103	665-1-11	PEDESTRIAN DETECTOR, F&I, STANDARD	16.00	EA				
104	676-2-122	ITS CABINET, F&I, ITS CABINET, POLE MOUNT W/ SUNSHIELDS, 336S, 24"W X 46" H X 22" D	1.00	EA				
105	676-3-10	SMALL EQUIPMENT ENCLOSURE, FURNISH AND INSTALL, LESS THAN 10"W X 13"H X 11" D	1.00	EA				
106	684-1-1	MANAGED FIELD ETHERNET SWITCH, F&I	1.00	EA				
107	700-3-501	SIGN PANEL, RELOCATE, UP TO 12 SF	2.00	EA				
108	700-5-50	INTERNALLY ILLUMINATED SIGN, RELOCATE	1.00	EA				
109	630-2-11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	13,555.00	LF				
110	630-2-12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	1,236.00	LF				
111	635-2-11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	123.00	EA				
112	639-1-122	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	1.00	AS				
113	641-2-12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	1.00	EA				
114	715-1-12	LIGHTING CONDUCTORS, F&I, INSULATED, NO. 8 - 6	52,824.00	LF				
115	715-1-13	LIGHTING CONDUCTORS, F&I, INSULATED, NO. 4 - 2	1,686.00	LF				
116	715-4-13	LIGHT POLE COMPLETE, FURNISH & INSTALL STANDARD POLE, STANDARD FOUNDATION, 40' MOUNTING HEIGHT	84.00	EA				
117	715-4-851	LIGHT POLE COMPLETE, F&I UTILITY CONFLICT POL, INDEX 715-002 FOUND 40' HT	20.00	EA				
118	715-7-11	LOAD CENTER, F&I, SECONDARY VOLTAGE	1.00	EA				
119	715-500-1	POLE CABLE DISTRIBUTION SYSTEM, CONVENTIONAL	104.00	EA				
SUBTOTAL FOR SIGNALIZATION & LIGHTING (PHASE 1)								
SUBTOTAL FOR ROADWAY, SIGNALIZATION & LIGHTING (PHASE 1)								
10% Contingency (PHASE 1) (CIP #6071261)								
TOTAL FOR ROADWAY, SIGNALIZATION & LIGHTING (PHASE 1) (CIP #6071261)								

APPENDIX K, BID PRICING FORM								
Moccasin Wallow, I-75 - 301 Segment 1 from US 301 To 115th Avenue East (Copperstone Entrance)								
PROJECT #'s 6071261, 6113370, 611390								
Bidders must provide prices for each available line item on each tab for their bid to be considered responsive.								
POTABLE WATER (PHASE 1)								
120		Mobilization	1.00	LS				
121		30" DIP Watermain	6,030.00	LF				
122		30" Removal CIP Watermain	5,914.00	LF				
123		24" DIP Watermain	726.00	LF				
124		18" Steel Casing	125.00	LF				
125		24" Steel Casing	134.00	LF				
126		42" Steel Casing	32.00	LF				
127		24" PVC Watermain	40.00	LF				
128		12" PVC Watermain	199.00	LF				
129		8" PVC Watermain	151.00	LF				
130		8" Gate Valve	3.00	EA				
131		12" Gate Valve	4.00	EA				
132		24" Gate Valve	2.00	EA				
133		30" Gate Valve	20.00	EA				
134		12" Blow Off Assembly	1.00	EA				
135		30" Blow-Off Assembly	1.00	EA				
136		Fire Hydrant, Complete	5.00	EA				
137		Water Service	8.00	EA				
138		Water Meter	2.00	EA				
139		Connect to Existing 8" PVC	3.00	EA				
140		Connect to Existing 12" PVC	2.00	EA				
141		Connect to Existing 24" DIP	1.00	EA				
142		Connect to Existing (30" x 30" Tapping Sleeve and Valve)	1.00	EA				
143		Record Drawings prepared by licensed surveyor in compliance with Manatee County & SWFWMD	1.00	LS				
144		Potable Water Main Fittings	1.00	LS				
145		Chlorination & Pressure Testing (per Manatee County Standards)	1.00	LS				
SUBTOTAL FOR POTABLE WATER (PHASE 1)								
10% Contingency (PHASE 1) (CIP #6113370)								
TOTAL FOR POTABLE WATER (PHASE 1) (CIP #6113370)								
RECLAIM (PHASE 1)								
146		Mobilization	1.00	LS				
147		30" DIP Pipe Removal	3,639.00	LF				
148		24" DIP Pipe Removal	213.00	LF				
149		6" PVC reclaim main	15.00	LF				
150		8" PVC reclaim main	15.00	LF				
151		24" DIP reclaim main	243.00	LF				
152		30" DIP reclaim main	3,332.00	LF				
153		6" Gate Valve	1.00	EA				
154		8" Gate Valve	1.00	EA				
155		24" Gate Valve	1.00	EA				
156		30" Gate Valve	6.00	EA				
157		8" Blow Off Assembly	2.00	EA				
158		Reclaim Fire Hydrants	4.00	EA				
159		Single Irrigation Service (Long w/ Casing)	5.00	EA				
160		Connect to Existing 30"	1.00	EA				
161		Connect to Existing 24"	1.00	EA				
162		Record Drawings prepared by licensed surveyor in compliance with Manatee County & SWFWMD	1.00	LS				
163		Reclaim Fittings	1.00	LS				
164		Reclaim Main Testing per Manatee County Standards	1.00	LS				
SUBTOTAL FOR RECLAIM (PHASE 1)								
10% Contingency (PHASE 1) (CIP #6113390)								
TOTAL FOR RECLAIM (PHASE 1) (CIP #6113390)								
TOTAL FOR PHASE 1								
BOTH PHASES								

BIDDER NAME _____

BIDDER SIGNATURE _____

APPENDIX K, BID PRICING FORM Moccasin Wallow, I-75 - 301 Segment 1 from US 301 To 115th Avenue East (Copperstone Entrance) PROJECT #'s 6071261, 6113370, 611390								
Bidders must provide prices for each available line item on each tab for their bid to be considered responsive.								
ITEM #	FDOT ITEM NUMBER	BRIEF DESCRIPTION OF ITEMS	ESTIMATED QUANTITY	UNIT	UNIT PRICE BID A 450 Calendar Days	EXTENDED AMOUNT BID A	UNIT PRICE BID B 540 Calendar Days	EXTENDED AMOUNT BID B
U.S. 301 FDOT ROUNDABOUT (PHASE 2)								
ROADWAY (PHASE 2)								
1		Mobilization	1.00	LS				
2		2" Conduit (Material & Install)	500.00	LF				
3		4" Conduit (Material & Install)	500.00	LF				
4		6" Conduit (Material & Install)	500.00	LF				
5		Density Testing (By Owner)	1.00	LS				
6		Construction Stakeout	1.00	LS				
7		Demolition, per plan - Includes any demo work that needs to be done prior to clearing, i.e. removal of pipe, conduit, structures, fencing, etc. not otherwise specified in Schedule of Values	1.00	LS				
8		Temporary Emergency & Construction Entrance	1.00	LS				
9		Maintenance of Traffic	1.00	LS				
10		Clearing and Grubbing	7.00	AC				
11		Finish Grading	7.00	AC				
12		Excavation (Insitu Measure)	9,411.00	CY				
13		Place and compact (Compacted measure)	7,799.00	CY				
14		Ex. Ditch re-grading (Width Varies)	255.00	LF				
15		Sod	10,773.00	SY				
16		Inlet Protection	13.00	EA				
17		Synthetic Bales	4.00	EA				
18		Double Silt Fence	1,002.00	LF				
19		Silt Fence	2,003.00	LF				
20		15" RCP	47.00	LF				
21		18" RCP	384.00	LF				
22		24" RCP	722.00	LF				
23		30" RCP	81.00	LF				
24		36" RCP	296.00	LF				
25		42" RCP	66.00	LF				
26		24" RCP Endwall (Includes rip rap)	1.00	EA				
27		30" RCP Endwall (Includes rip rap)	1.00	EA				
28		36" RCP Endwall (Includes rip rap)	2.00	EA				
29		FDOT Type 6 Inlet	4.00	EA				
30		Storm Manhole	3.00	EA				
31		Grate Inlet	2.00	EA				
32		18" Mitered End	4.00	EA				
33		36" Mitered End	1.00	EA				
34		Single Grate Control Structure (Includes rip rap)	1.00	EA				
35		Connect to Existing Storm RCP	1.00	EA				
36		Storm Sewer Testing (per Manatee County Standards)	1.00	LS				
37		3.5" SP-19 Asphaltic Concrete (First Lift)	6,665.00	SY				
38		1.5" FC-9.5 Asphaltic Concrete (Second Lift)	6,665.00	SY				
39		10" Optimal Base Group 9	6,665.00	SY				
40		12" Type B Stabilized Subgrade (Min. LBR 40)	8,195.00	SY				
41		Handicap Ramp (complete with Tactile Surface)	6.00	EA				
42		Tactile Surface	10.00	EA				
43		6" Concrete Driveway	389.00	SY				
44		4" Concrete Sidewalk	1,233.00	SY				
45		Type "F" Curb & Gutter	1,676.00	LF				
46		Type "E" Curb	1,486.00	LF				
47		Type "RA" Curb	346.00	LF				
48		Type "D" Curb	243.00	LF				
49		Valley Gutter Curb	35.00	LF				
50		Truck Apron	447.00	SY				
51		Remove Existing Asphalt	6,470.00	SY				
52		Remove Existing Base	6,470.00	SY				
53		Traffic Control Striping and Pavement Markings (Includes Temporary Paint Markings on Initial Lift)	1.00	LS				
54		Traffic Control Signage	1.00	LS				
55		Permanent Control Points	1.00	LS				
SUBTOTAL FOR ROADWAY (PHASE 2)								

APPENDIX K, BID PRICING FORM								
Moccasin Wallow, I-75 - 301 Segment 1 from US 301 To 115th Avenue East (Copperstone Entrance)								
PROJECT #'s 6071261, 6113370, 611390								
Bidders must provide prices for each available line item on each tab for their bid to be considered responsive.								
LIGHTING (PHASE 2)								
56	630-2-11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	1,470.00	LF				
57	630-2-12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	230.00	LF				
58	635-2-11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	1.00	EA				
59	715-1-12	LIGHTING CONDUCTORS, F&I, INSULATED, NO. 8 - 6	5,484.00	LF				
60	715-1-60	LIGHTING CONDUCTORS, REMOVE & DISPOSE, CONTRACTOR OWNS	1,730.00	LF				
61	715-4-13	LIGHT POLE COMPLETE, FURNISH & INSTALL STANDARD POLE, STANDARD FOUNDATION, 40' MOUNTING HEIGHT	14.00	EA				
62	715-4-70	LIGHT POLE COMPLETE, REMOVE POLE AND FOUNDATION	4.00	EA				
63	715-500-1	POLE CABLE DISTRIBUTION SYSTEM, CONVENTIONAL	14.00	EA				
SUBTOTAL FOR LIGHTING (PHASE 2)								
SUBTOTAL FOR ROADWAY & LIGHTING (PHASE 2)								
10% Contingency (PHASE 2) (CIP #6071261)								
TOTAL FOR ROADWAY & LIGHTING (PHASE 2) (CIP #6071261)								
POTABLE WATER (PHASE 2)								
64		Mobilization	1.00	LS				
65		24" DIP Watermain	218.00	LF				
66		24" Gate Valve	3.00	EA				
67		24" Blow Off Assembly	2.00	EA				
68		Record Drawings prepared by licensed surveyor in compliance with FDOT & SWFWMD	1.00	LS				
69		Potable Water Main Fittings	1.00	LS				
70		Chlorination & Pressure Testing (per Manatee County Standards)	1.00	LS				
POTABLE WATER (PHASE 2) SUBTOTAL								
10% Contingency (PHASE 2) (CIP #6113370)								
TOTAL FOR POTABLE WATER (PHASE 2) (CIP #6113370)								
RECLAIM (PHASE 2)								
71		Mobilization	1.00	LS				
72		30" DIP reclaim main	458.00	LF				
73		30" Gate Valve	3.00	EA				
74		30" Blow Off Assembly	1.00	EA				
75		Connect to Existing 30" DIP	1.00	EA				
76		Record Drawings prepared by licensed surveyor in compliance with FDOT & SWFWMD	1.00	LS				
77		Reclaim Fittings	1.00	LS				
78		Reclaim Main Testing per Manatee County Standards	1.00	LS				
SUBTOTAL FOR RECLAIM (PHASE 2)								
10% Contingency (PHASE 2) (CIP #6113390)								
TOTAL FOR RECLAIM (PHASE 2) (CIP #6113390)								
TOTAL FOR PHASE 2								

BIDDER NAME _____

BIDDER SIGNATURE _____

SECTION C, BID ATTACHMENTS

BID ATTACHMENT 1, INSURANCE AND BOND REQUIREMENTS

The CONTRACTOR will not commence work under the resulting Agreement until all insurance coverages indicated by an “X” herein have been obtained. The CONTRACTOR shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy): Work under this Agreement cannot commence until all insurance coverages indicated herein have been obtained on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

Automobile Liability Insurance Required Limits

Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:

- \$2,000,000 Combined Single Limit; OR
- \$1,000,000 Bodily Injury and \$1,000,000 Property Damage
- \$10,000 Personal Injury Protection (No Fault)
- \$500,000 Hired, Non-Owned Liability
- \$10,000 Medical Payments

This policy shall contain severability of interests' provisions.

Commercial General Liability Insurance Required Limits (per Occurrence form only; claims-made form is not acceptable)

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$3,000,000 Single Limit Per Occurrence
- \$6,000,000 Aggregate
- \$6,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury Liability
- \$100,000 Fire Damage Liability
- \$10,000 Medical Expense, and
- \$1,000,000, Third Party Property Damage
- \$6,000,000 Project Specific Aggregate (Required on projects valued at over \$10,000,000)

This policy shall contain severability of interests' provisions.

Employer's Liability Insurance

Coverage limits of not less than:

- \$1,000,000 Each Accident
- \$1,000,000 Disease Each Employee
- \$1,000,000 Disease Policy Limit

- Worker's Compensation Insurance**
- US Longshoremen & Harbor Workers Act**
- Jones Act Coverage**

Coverage limits of not less than:

- Statutory workers' compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government.
- If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.

Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements. NOTE: Workers' Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.

Aircraft Liability Insurance Required Limits

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Each Occurrence Property and Bodily Injury with no less than \$100,000 per passenger each occurrence or a 'smooth' limit.
- \$ General Aggregate.

Un-Manned Aircraft Liability Insurance (Drone)

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage.
- \$ General Aggregate

Installation Floater Insurance

When the contract or agreement **does not** include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- 100% of the completed value of such addition(s), building(s), or structure(s)

Professional Liability and/or Errors and Omissions (E&O) Liability Insurances

Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- \$ 1,000,000 Bodily Injury and Property Damage Each Occurrence
- \$ 2,000,000 General Aggregate

Builder's Risk Insurance

When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder's Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed
- The policy shall not carry a self-insured retention/deductible greater than \$10,000

Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.

Cyber Liability Insurance

Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Security Breach Liability
- \$ Security Breach Expense Each Occurrence
- \$ Security Breach Expense Aggregate
- \$ Replacement or Restoration of Electronic Data
- \$ Extortion Threats
- \$ Business Income and Extra Expense
- \$ Public Relations Expense

NOTE: Policy must not carry a self-insured retention/deductible greater than \$25,000.

Hazardous Materials Insurance (As Noted Below)

Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name 'Manatee County, a political subdivision of the

State of Florida' as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

Pollution Liability

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

Asbestos Liability (If handling within scope of Contract)

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

Disposal

When applicable, CONTRACTOR shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate.
- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.

Hazardous Waste Transportation Insurance

CONTRACTOR shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, per accident.

Liquor Liability Insurance

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- \$1,000,000 Each Occurrence and Aggregate

Garage Keeper’s Liability Insurance

Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the lot or garage.

Bailee’s Customer Liability Insurance

Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization’s premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the County asset(s) in the CONTRACTOR’S care, custody and control.

Hull and Watercraft Liability Insurance

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- \$ Each Occurrence
- \$ General Aggregate
- \$ Fire Damage Liability
- \$10,000 Medical Expense, and
- \$ Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

Other [Specify]

BOND REQUIREMENTS

Bid Bond

A Bid Bond in the amount of 5% of the total offer. Bid bond shall be submitted with the sealed response and shall include project name, location, and / or address and project number. In lieu of the bond, the bidder may file an alternative form of security in the amount of 5% of the total offer. in the form of a money order, a certified check, a cashier's check, or an irrevocable letter of credit issued to Manatee County. NOTE: A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer.

Payment and Performance Bond

A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award. NOTE: A construction project over \$200,000 requires a Payment and Performance Bond.

[Remainder of Page Intentionally Left Blank]

INSURANCE REQUIREMENTS

I. THE POLICIES BELOW ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

1. Commercial General Liability and Automobile Liability Coverages

- a. **“Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the successful Bidder, his agents, representatives, and employees; products and completed operations of the successful Bidder; or automobiles owned, leased, hired or borrowed by the successful Bidder. The coverage shall contain no special limitation(s) on the scope of protection afforded to the County, its officials, employees or volunteers.

In addition to furnishing a Certificate of Insurance, the successful Bidder shall provide the endorsement that evidences Manatee County being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of Florida,” as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

- b. The successful Bidder's insurance coverage shall be primary insurance with respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of successful Bidder's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form.

2. Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by the successful Bidder for the County.

II. GENERAL INSURANCE PROVISIONS APPLICABLE TO ALL POLICIES:

1. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, successful Bidder shall furnish the County with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.

2. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.

In addition, when requested in writing from the County, successful Bidder will provide the County with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

Manatee County, a Political Subdivision of the State of Florida
Attn: Risk Management Division
1112 Manatee Avenue West, Suite 969
Bradenton, FL 34205

3. The project's solicitation number and title shall be listed on each certificate.
4. successful Bidder shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
5. successful Bidder agrees that should at any time successful Bidder fail to meet or maintain the required insurance coverage(s) as set forth herein, the County may terminate this contract.
6. The successful Bidder waives all subrogation rights against Manatee County, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
7. The successful Bidder has sole responsibility for all insurance premiums and policy deductibles.
8. It is the successful Bidder's responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. successful Bidder shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or successful Bidder shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
9. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the County has the right to review the successful Bidder's deductible or self-insured retention and to require that it be reduced or eliminated.

- III.** Successful Bidder understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the County, or to others, and the County's failure to request evidence of this insurance coverage shall not be construed as a waiver of successful Bidder's obligation to provide and maintain the insurance coverage specified.
- IV.** The enclosed Hold Harmless Agreement shall be signed by the successful Bidder and shall become a part of the contract.
- V.** Successful Bidder understands and agrees that the County does not waive its immunity, and nothing herein shall be interpreted as a waiver of the County's rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the County expressly reserves these rights to the full extent allowed by law.
- VI.** No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

[Remainder of page intentionally left blank]

BID ATTACHMENT 2, SPECIAL PROVISIONS

SPECIAL PROVISIONS
FOR
MOCCASIN WALLOW SEGMENT 1 FROM US301 TO WEST OF 115TH AVE EAST
(COPPERSTONE ENTRANCE)

COUNTY PROJECT
6071261 (ROADWAY)

June 2022

PROJECT OWNER:

County of Manatee, Florida
c/o Manatee County Procurement Division
1112 Manatee Avenue West
Bradenton, Florida 34205
(941) 748-4501

PREPARED BY:

Engineering Division
Manatee County Public Works Department
1022 26th Avenue East
Bradenton, Florida 34208
(941) 708-7450

MODIFIED BY:

Stantec Consulting Services Inc.
6920 Professional Parkway
Sarasota, FL 34240
(914) 907-6900

SPECIAL PROVISIONS

SECTION	PAGE
GENERAL	1
CONTRACT PLANS	1
STANDARD SPECIFICATIONS	1
PRIORITY	2
NO SEPARATE PAYMENT FOR SPECIAL PROVISIONS	2
CONSTRUCTION STAKING.....	2
E-BUILDER ENTERPRISE™	2
MATERIALS.....	3
LABORATORY TESTING.....	3
MEASUREMENT AND PAYMENT	3
RESTORATION.....	4
COOPERATION WITH OTHERS.....	5
SITE INVESTIGATION.....	5
PROJECT SCHEDULE	5
PROJECT IDENTIFICATION SIGNS	6
SOIL EROSION AND SILTATION	9
SHOP DRAWINGS	9
SUBSOIL EXCAVATION	9
DEWATERING, SHEETING AND BRACING.....	9
EARTHWORK.....	10
TEMPORARY PAVEMENT	10
MAINTENANCE OF TRAFFIC.....	10
STORMWATER DRAINAGE PIPES AND STRUCTURES.....	11
MAINTENANCE OF STORM DRAINAGE SYSTEM.....	11
POST-CONSTRUCTION STORM PIPE TESTING.....	11
PEDESTRIAN ACCESS TO REMAIN OPEN.....	11
DUST CONTROL.....	12
UNDERGROUND UTILITY LOCATIONS	12
UTILITY COORDINATION	12
UTILITY CONFLICTS.....	13
DAILY CLEAN-UP REQUIREMENTS	13
MAINTENANCE AND RESTORATION OF JOB SITE	13
NOTICE AND SERVICE THEREOF	14
REQUIREMENTS FOR CONTROL OF THE WORK.....	14
USE OF PRIVATE PROPERTY	15
CONSTRUCTION PHOTOGRAPHY	15
CONTRACTOR TO EXECUTE NPDES “NOTICE OF INTENT”	16
WORKSITE TRAFFIC SUPERVISOR.....	17
CONTRACTOR’S SUPERVISION	17
LIST OF EMERGENCY CONTACT NUMBERS & UTILITY SERVICE MAINTENANCE	18
THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS	18

RECORD DRAWINGS AND PROJECT CERTIFICATION 18
COMPLIANCE WITH THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
(SWFWMD) STORMWATER MANAGEMENT AND DISCHARGE PERMIT
REQUIREMENTS AND/OR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
(DEP) DREDGE AND FILL PERMIT REQUIREMENTS 20
CRUSHED CONCRETE BASE 20
CLARIFICATION OF SPECIFIC LINE ITEMS..... 22
CONTRACT CONTINGENCY 24
SHOP DRAWING SUBMITTAL COVER SHEET 24
INDEMNIFICATION AND INSURANCE 25
INSPECTORS GENERAL 25

SPECIAL PROVISIONS

GENERAL

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

CONTRACT PLANS

The Contract Plans will include the following plan sets:

1. Signing & Pavement Marking Plans
2. Signalization Plans
3. Roadway & Drainage Plans
4. Utility Plan & Profile
5. Lighting Plans
6. Temporary Traffic Control Plans
7. Aerial Site Plan
8. Cross Sections
9. FDOT U.S. 301 Roundabout Plans

STANDARD SPECIFICATIONS

The standard Specifications to be used for this work shall be Division II and III of the Florida Department of Transportation (FDOT) *Standard Specifications for Road and Bridge Construction*, July 2021 and all Supplemental Specifications thereto, hereinafter referred to as the *Standard Specifications*, for roadway construction, except as amended under this Contract, or as noted on the construction plans meeting the Manatee County Highway, Traffic & Stormwater Standards, (dated June 2015, amended November 2016).

The Contractor's work shall follow the Manatee County Public Works Utility Standards (dated 2020) and current Specifications for all utility work.

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

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

PRIORITY

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

NO SEPARATE PAYMENT FOR SPECIAL PROVISIONS

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

CONSTRUCTION STAKING

All construction staking and survey work shall be completed by a Registered Land Surveyor prior to Clearing and Grubbing activities. The right-of-way shall be staked and shall include all easements (TCE or permanent) and maintained through the duration of construction. Right-of-way stakes shall be placed at all right-of-way corners and a maximum of 200 feet between corners, and shall be visible for contractor personnel, utility companies, and County representatives.

E-BUILDER ENTERPRISE™

a. e-Builder Enterprise™: Project Management Tool

The successful bidder shall be required to use the Internet web-based project management tool, e-Builder Enterprise™ (e-Builder), and protocols included in that software during this project; and shall take any training courses required by the Owner, at no additional cost to the Owner. The use of this project management system does not replace or change any contractual responsibilities of the participants.

User registration, electronic and computer equipment, and Internet connections required for e-Builder are the responsibility of the successful Bidder and its subcontractors. The sharing of user accounts is prohibited. Individuals who are granted log-in access to the County e-Builder platform shall be responsible for the proper use of their passwords and access to data as agents of the successful Bidder. For documents requiring original signature such as Contracts, paper documents may be required in addition to submittal via e-Builder.

b. County Responsibilities

User licenses for e-Builder Enterprise™ will be provided and paid for by the Owner based on assigned roles for the project including Project Manager, Project Fiscal, Project Superintendent, and others as may be required.

MATERIALS

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

LABORATORY TESTING

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

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

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

MEASUREMENT AND PAYMENT

- a. All work completed under the terms of this contract shall be measured according to United States Standard Measures.
- b. All measurements shall be taken horizontally or vertically unless specifically provided otherwise.

- c. No payment will be made for construction over a greater area than authorized, nor for material moved from outside of stakes and data shown on the plans, except when such work is performed upon instructions of the Engineer.
- d. The Contractor shall accept compensation provided under the terms of this contract as full payment for furnishing all materials and for performing all work contemplated and embraced under this contract. Such compensation shall also be for any and all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions encountered during the contract period until final acceptance by the Owner.
- e. Whenever any change, or combination of changes, on the plans results in an increase or decrease in the original contract quantities, and the work added or decreased/eliminated is of the same general character as that called for on the plans, the Contractor shall accept payment in full at the original contract unit prices for the actual quantity of work performed, with no allowance for any loss of anticipated profits.
- f. It is the Contractor's responsibility to perform a detailed quantity take-off from the plans to determine actual quantities for ordering and delivery purposes. The Owner will not be responsible for quantities ordered in excess of those installed and constructed. The Contractor should be aware that some of the pay items may have contingency quantities. Payment shall be made only for final in-place quantities.

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

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

RESTORATION

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

COOPERATION WITH OTHERS

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

The Contractor shall coordinate with owner of the driveways impacted by construction to minimize closures or limited access. Contractor shall make every effort not to disrupt business access during business hours nor during operations unless otherwise approved by owner or County. The contractor shall coordinate impacts to owners abutting ROW.

SITE INVESTIGATION

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

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

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

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

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

PROJECT SCHEDULE

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

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

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

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

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

PROJECT IDENTIFICATION SIGNS

The Contractor shall be responsible for furnishing, installing and maintaining (2) County project identification signs and removed upon completion of the construction. Sign locations will be coordinated by County Inspector in coordination with the contractor to avoid conflicts. Signs shall be posted at each end of the project or in the direction of most traffic. Project identification sign shall be constructed and maintained at the project site as directed by the Owner. The Contractor shall erect, maintain and relocate the sign as directed for the duration of the Project.

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

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

- Title of Project
- Name of Owner

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

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

The signs shall be a minimum of 8 feet wide and 4 feet high. The signs shall be constructed of high density $\frac{3}{4}$ -inch exterior plywood without waves or buckles, mounted and braced with pressure treated lumber as necessary and maintained in a presentable condition for the duration of the project. Hardware shall be galvanized. The surface of the sign shall be of exterior softwood plywood with medium density overlay.

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

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

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



MOCCASIN WALLOW ROAD – SEGMENT 1
Board of County Commissioners

KEVIN VAN OSTENBRIDGE

CHAIR

JAMES SATCHER

REGGIE BELLAMY

CAROL WHITMORE

VANESSA BAUGH

MISTY SERVIA

GEORGE KRUSE

CONSTRUCTION COST
\$ (Enter Amount)

PRIME CONTRACTOR
(Enter Contractor Name)

SOIL EROSION AND SILTATION

The Contractor shall plan and control the Work to minimize all soil erosion and the siltation. At the pre-construction meeting, the Contractor shall present his proposed plan and schedule, which shall specifically indicate the proposed usage of temporary erosion control features if they vary from the plans.

SHOP DRAWINGS

The Contractor shall submit to the Engineer of Record (EOR) for approval, all working drawings and shop drawings with descriptive specifications and engineering calculations necessary for the successful completion of the Work submitted in pdf format using the Submittals process in the e-Builder. Each shop drawing shall have a cover sheet and reference the submittal number, following the sample format provided in the contact documents.

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

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

e-Builder will serve as the Submittal Activity Record (Logbook) and historical record of all submittals and can be accessed by all members of the project that have an e-Builder account. It can serve as a verification of review time, to respond to inquiries of a particular submittal's status and as a record of manpower effort to aid in estimating and allocating future workload.

SUBSOIL EXCAVATION

The contractor shall detect and remove all unsuitable material, such as plastic/organic soil, rock, hard plane, debris and trash, within project limit, following FDOT Standard Plans Index 120-002. Payment for subsoil excavation shall be included in the subsoil excavation pay items.

DEWATERING, SHEETING AND BRACING

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

APPROVAL OF DEWATERING PLAN:

At least 10 days prior to the commencement of any dewatering activity, the Contractor shall obtain the approval from SWFMWD, or FDEP (if water needs to be discharged offsite into the state surface water), and submit the permit with a detailed description of the

proposed dewatering system to the Project Manager. The dewatering plan shall include design computations, layout, type, and spacing of dewatering devices, number and size of pumps and other equipment, with a description of the installation and operating procedures.

EARTHWORK

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

The ownership of dirt excavated from the easement area shall be determined by Manatee County engineer.

TEMPORARY PAVEMENT

Temporary pavement shall consist of a minimum of Optional Base Group 9 and three (3) inch of Type SP structural course (Traffic C) over a firm, unyielding, well-compacted subgrade. The Contractor shall immediately repair all potholes that develop within the project limits and shall maintain a supply of cold mix on the project site to expedite these repairs.

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

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

MAINTENANCE OF TRAFFIC

The Contractor shall provide continual access to local businesses during operational hours and coordinate with residents on driveway closure. Lane closures with major disruption and delays not allowed, must be with alternating traffic, are only permitted under special approval, and during non-rush hour traffic times (9 AM-2 PM). School drop off and pick up shall not be impacted. No work on weekends or legal holidays without written permission of the County Inspector, except emergency work. Road closures not allowed between the hours of 7AM to 7PM per County Ordinance. Temporary by-pass lanes may be constructed at all tie-in locations during the MOT phasing. The payment for temporary by-pass lanes shall be included in Maintenance of Traffic. Business Entrance signs per FDOT Standard Plans Index 102-600 shall be placed at all business entrance points and maintained during all phases of construction. Payment for these items shall be included under the pay item for Maintenance of Traffic.

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

The Contractor shall prepare and submit to the County for approval a Maintenance of Traffic plan to obtain a Manatee County Right-of-Way Utilization Permit. It must comply with all FDOT safety criteria, FDOT Standard Plans Index 102-series, FHWA and MUTCD standards, and allow for traffic to operate in daytime or nighttime. The Maintenance of Traffic Plan will require the seal of a Florida licensed Professional Engineer with a current FDOT Advance Work Zone certification if any change is made to the FDOT Standard Plans Index 102-series. MOT and road closures require approval from Matt Merucci <Matt.Merucci@mymanatee.org>.

STORMWATER DRAINAGE PIPES AND STRUCTURES

All proposed storm structure shall have a wall thickness no less than 6 inch. Metal storm pipe or metal mitered end section shall not be used in the road right of way or carry right of way runoff.

MAINTENANCE OF STORM DRAINAGE SYSTEM

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

POST-CONSTRUCTION STORM PIPE TESTING

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

PEDESTRIAN ACCESS TO REMAIN OPEN

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

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

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

DUST CONTROL

The Contractor shall always control dust resulting from construction operations. The locations and frequencies of applications shall be as directed by the Engineer. Contractor shall provide dust control measures using water sources as needed and maintaining dust control throughout duration of the project. Payment for Dust Control shall be made under Maintenance of Traffic unless separate pay item for Dust Control is specified.

UNDERGROUND UTILITY LOCATIONS

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

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

UTILITY COORDINATION

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

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

OSHA safety requirements. Any work in the vicinity of the electric lines shall be coordinated with the power company for the setback requirements.

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

UTILITY CONFLICTS

It shall be the Contractor's responsibility to avoid conflicts with other utilities. The Owner will not be responsible for additional costs incurred by the Contractor for incorrect installations, relocations and breaks due to service conflicts. The contractor's equipment shall maintain a minimum clearance distance to the power line following the latest OSHA and FDOT Roadway Design Bulletin.

DAILY CLEAN-UP REQUIREMENTS

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

MAINTENANCE AND RESTORATION OF JOB SITE

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

Good housekeeping on this project is extremely important and the Contractor will be responsible for keeping the construction site neat and clean, with debris being removed daily as the work progresses or as otherwise directed by the Project Manager. Good housekeeping at the job site shall include Mowing as necessary to prevent grass and other vegetation within the work area from exceeding 18 inches in height or causing unsafe conditions; Removing all tools and temporary structures, dirt, rubbish, etc.; hauling all excess dirt, rock, etc., from excavations to a dump provided by the Contractor; and all clean up shall be accomplished to the satisfaction of the Project Manager. Dust will be controlled daily as may be required. Immediately after construction completion in an area or part thereof (including restoration), barricades, construction equipment and surplus and discarded materials shall be removed by the Contractor.

If timely housekeeping and restoration of the job site is not accomplished to the satisfaction of the Public Works, the Public Works shall make arrangements to affect the

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

NOTICE AND SERVICE THEREOF

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

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

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

REQUIREMENTS FOR CONTROL OF THE WORK

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

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

USE OF PRIVATE PROPERTY

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

CONSTRUCTION PHOTOGRAPHY

General

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

Qualifications

A competent camera operator who is fully experienced and qualified with the specified equipment shall do all photography. For the video recording, the audio portion should be done by a person qualified and knowledgeable in the specifics of the Contract, who shall speak with clarity and diction so as to be easily understood.

Project Photos for Construction Progress

Provide photos of the entire work area during construction for the purpose of creating records of completed work. Photos should be spaced at approximately 100-foot intervals. Digital photograph shall be provided to the County via the eBuilder Submittals process.

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

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

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

Record Photos

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

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

Video Recording for Pre-Construction

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

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

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

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

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

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

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

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

CONTRACTOR TO EXECUTE NPDES “NOTICE OF INTENT”

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

WORKSITE TRAFFIC SUPERVISOR

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

CONTRACTOR'S SUPERVISION

- a. Prosecution of Work: The Contractor shall give the work the constant attention necessary to assure the scheduled progress. He shall cooperate fully with the Project Manager and with other Contractors at work in the vicinity.
- b. Contractor's Superintendent: The Contractor shall at all times have on the work site as his agent, a competent superintendent capable of thoroughly interpreting the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive the instructions from the Project Manager or his authorized representatives. The superintendent shall have full authority to execute the orders or directions of the Project Manager and to supply promptly any materials, tools, equipment, labor and incidentals that may be required. Such superintendence shall be furnished regardless of the amount of work sublet.
- c. The Contractor's superintendent shall speak and understand English, and at least one responsible person who speaks and understands English shall be on the project during all working hours, and wherever work is being done by the contractor.

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

LIST OF EMERGENCY CONTACT NUMBERS & UTILITY SERVICE MAINTENANCE

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

THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS

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

RECORD DRAWINGS AND PROJECT CERTIFICATION

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

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

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

- A. Roadway centerline profile [100-foot maximum interval].
- B. Roadway cross sections [100-foot maximum interval].

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

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

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

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

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

In addition, \$150,000 or five percent (whichever is smaller) of the Contract price shall be retained until the County Representative has approved the "Record Drawings". The County Representative will review and approve the "Record Drawings" within 30 days unless additional information is required. No final payment shall be made until such time as the "Record Drawings" have been approved and accepted by SWFWMD for

Maintenance and Operation Phase Transfer. Unless there is a separate pay item for Record Drawings, payment shall be included as part of the lump sum quantity for Mobilization.

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

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

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

CRUSHED CONCRETE BASE

Crushed Concrete Base shall follow FDOT Standard Specifications 2021 (July), Section 911. The layer coefficient of 0.18 with Limerock Bearing Ratio (LBR) minimum 150 is allowed to calculate the base thickness.

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

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

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

- A) Limerock Bearing Ratio value of 150 or greater.
- B) Gradation conforms to FDOT Specifications 2021 (July), Section 911.
- C) Deleterious materials conform to FDOT Specifications 2021 (July), Section 911.

D) Delivery ticket indicates FDOT approved source, actual lot allocated to a particular project.

E) Piles or lots to be inspected by Manatee County representative prior to acceptance.

2) Regarding Limerock Bearing Ratio value:

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

3) Regarding source approval:

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

4) Regarding deleterious materials:

A) Deleterious material content in addition to the FDOT Specifications 2021 (July), Section 911, should state that no construction debris such as Styrofoam insulation, telephone wire, lumber, shingles, aluminum window or door frames etc., or household trash ie: bottles, cans, paper goods etc. is acceptable.

5) Material source inspection:

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

6) Import and placement of base product:

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

B) After spreading out, prior to compacting, samples of the base product will be obtained by Manatee County approved testing lab, every 500 LF staggering

right, left, center of the roadway for Limerock Bearing Ratio, gradation and deleterious material testing.

8) Rejection of materials:

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

9) Compaction of material:

A) In place material shall achieve 98% of AASHTO T-180 compaction.

CLARIFICATION OF SPECIFIC LINE ITEMS

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

Full pay item notes are provided on Sheet T-5 of the Final Plans.

Line Item #1, [FDOT 101-1] – Mobilization, shall include full compensation for the required 100 percent (100%) Performance Bond, 100 Percent (100%) Payment Bond, all required insurance for the project and the Contractor's mobilization and demobilization costs as shown in the Bid Form. Mobilization includes, but is not limited to: preparation and movement of personnel, equipment, supplies and incidentals such as safety and sanitary supplies/facilities.

Payment for mobilization shall not exceed 10 percent (10%) of the total Contract cost unless the Contractor can prove to the County that the actual mobilization cost exceeds 10 percent (10%).

Partial payments for this Bid Item will be made in accordance with the following schedule:

Percent of Original Contract Amount	Percent Allowable Payment of Mobilization/Demobilization Bid Item Price
5	25
10	35
25	45
50	50
75	75

100	100
-----	-----

Payments for this line item will be subject to the standard retainage provided in the Contract. Payment for the retainage will be made after completion of the work and demobilization.

Line Item #2, [FDOT 102-1] – Maintenance of Traffic, shall include the cost of all maintenance of traffic operations unless a separate pay item is provided. Provide quantities, unit prices, and total to equal bid for all MOT as a separate pay item upon receiving bid award, otherwise the quantity will be based on percent of construction completed.

3.) [MC-201.3] – Type “AB” Curb, Modified, shall follow Manatee County's Highway, Traffic & Stormwater Standards dated 2007.

4.) Clearing & Grubbing shall follow FDOT Specifications 2021, and shall also include the removal of existing underdrains, trees and bushes, concrete structures, ripraps, and the plugging of the existing artesian wells.

5.) Demucking, shall include the removal of any unsuitable material such as muck and organic materials, plastic soils, trash, rock fragments and dense soil, etc. The quantity to be paid shall be “in place” value.

6.) [FDOT 522-2] - Concrete Sidewalk, 4" thick, shall follow Manatee County's Highway, Traffic & Stormwater Standards dated 2007. The payment shall include reinforcement, handicap ramps and detectable warnings.

7.) [FDOT 522-2] - Concrete Driveway, 6" thick, shall follow Manatee County's Highway, Traffic & Stormwater Standards dated 2007. The payment shall include reinforcement and ramps.

8.) Connect to Existing Storm Inlet, shall follow Manatee County Highway, Traffic & Stormwater Standards 2007, Section 202.

9.) [FDOT 649-21-15] STEEL MAST ARM ASSEMBLY, F&I, SINGLE ARM 70' (INCLUDE COST OF EXPLORATORY SOIL BORING), Contractor to include the cost of exploratory soil boring to be completed prior to installing the mast arm.

CONTRACT CONTINGENCY

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

Date: ___/___/____

Submittal No.

SHOP DRAWING SUBMITTAL COVER SHEET

(IFB) # [Insert IFB Number]
 Project Name: [Insert Full Project Name]
 Project File No.: [Insert Project Number]
 Specification Title Number: [Insert Section No.] Specification No.: Part [Insert Part No.], [Insert Item No.] Page(s): [Insert Page No.]
 Submittal Description: [Insert Title, Description of Submittal and Use]

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

Your Company Logo and/or information
 [Contractor's Name]
 [Contractor's Title]
 [Company Name]
 [Company Address]
 [Office Number]

[Fax Number]
[email address]
[Approval Signature: _____]
[Approval Date: ___/___/___]

INDEMNIFICATION AND INSURANCE

Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement: "To the extent provided by law, Agency's Contractor/consultants shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Agency's Contractor/consultants, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Agency's Contractor/consultants hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by Agency's Contractor/consultants to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by Agency's Contractor/consultants to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

INSPECTORS GENERAL

The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes

BID ATTACHMENT 3, SPECIFICATIONS_S&S

CONTRACT DOCUMENTS

FOR

MOCCASIN WALLOW SEGMENT 1 FROM US301 TO WEST OF 115TH AVE
EAST (COPPERSTONE ENTRANCE)

COUNTY PROJECT
#6113370 (POTABLE WATER)
#6113390 (RECLAIM WATER)

June 2022

PROJECT OWNER:

County of Manatee, Florida
c/o Manatee County Procurement Division
1112 Manatee Avenue West
Bradenton, Florida 34205
(941) 748-3014

PREPARED BY:

Engineering Division
Manatee County Public Works Department
1022 26th Avenue East
Bradenton, Florida 34208
(941) 708-7450

MODIFIED BY:

Stantec Consulting Services Inc.
6920 Professional Parkway
Sarasota, FL 34240
(914) 907-6900

INFRASTRUCTURE ENGINEERING STANDARD SPECIFICATIONS

SECTION 01005	GENERAL REQUIREMENTS	4
SECTION 01010	SUMMARY OF WORK	15
SECTION 01015	CONTROL OF WORK	17
SECTION 01030	SPECIAL PROJECT PROCEDURES	21
SECTION 01045	CUTTING AND PATCHING	25
SECTION 01050	FIELD ENGINEERING AND SURVEYING	27
SECTION 01090	REFERENCE STANDARDS	28
SECTION 01150	MEASUREMENT AND PAYMENT	31
SECTION 01152	REQUESTS FOR PAYMENT	40
SECTION 01153	CHANGE ORDER PROCEDURES	41
SECTION 01200	PROJECT MEETINGS	44
SECTION 01310	CONSTRUCTION SCHEDULE & PROJECT RESTRAINTS	46
SECTION 01340	SHOP DRAWINGS, PROJECT DATA AND SAMPLES	51
SECTION 01370	SCHEDULE OF VALUES	57
SECTION 01380	CONSTRUCTION PHOTOGRAPHS	58
SECTION 01410	TESTING AND TESTING LABORATORY SERVICES	60
SECTION 01510	TEMPORARY AND PERMANENT UTILITIES	62
SECTION 01570	TRAFFIC REGULATION	64
SECTION 01580	PROJECT IDENTIFICATION AND SIGNS	66
SECTION 01590	COUNTY'S FIELD OFFICE	69
SECTION 01600	MATERIAL AND EQUIPMENT	71
SECTION 01620	STORAGE AND PROTECTION	73
SECTION 01700	CONTRACT CLOSEOUT	75
SECTION 01710	CLEANING	78
SECTION 01720	PROJECT RECORD DOCUMENTS	80
SECTION 01730	OPERATING AND MAINTENANCE DATA	83
SECTION 01740	WARRANTIES AND BONDS	86
DIVISION 2	SITE WORK	88
SECTION 02064	MODIFICATIONS TO EXISTING STRUCTURES, PIPING AND EQUIPMENT	88
SECTION 02100	SITE PREPARATION	93
SECTION 02220	EXCAVATION, BACKFILL, FILL AND GRADING FOR STRUCTURES	95
SECTION 02221	TRENCHING, BEDDING AND BACKFILL FOR PIPE	99
SECTION 02223	EXCAVATION BELOW GRADE AND CRUSHED STONE OR SHELL REFILL	105
SECTION 02260	FINISH GRADING	106
SECTION 02276	TEMPORARY EROSION AND SEDIMENTATION CONTROL	108
SECTION 02325	ROAD AND RAILROAD CROSSINGS	110
SECTION 02485	SEEDING AND SODDING	113
SECTION 02513	ASPHALT CONCRETE PAVING	116
SECTION 02590	WATER SERVICES ON PRIVATE PROPERTY	125
SECTION 02614	STEEL PIPE AND FITTINGS	129
SECTION 02615	DUCTILE IRON PIPE AND FITTINGS	134
SECTION 02616	DISINFECTING POTABLE WATER PIPE LINES	137
SECTION 02617	INSTALLATION AND TESTING OF PRESSURE PIPE	139
SECTION 02618	PIPELINE CLEANING	143
SECTION 02619	HORIZONTAL DIRECTIONAL DRILLING	146
SECTION 02622	POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS (AWWA SPECIFICATIONS C-900 & C-905)	156

SECTION 02640 VALVES AND APPURTENANCES

159

This specification includes by reference the Manatee County Public Works Standards, Part I Utilities Standards Manual approved February 25, 2020.

All items and/or materials furnished and installed shall conform to the Manatee County Approved Products List. All items listed in the submittal requirements under each section shall be required to be submitted for review and/or acceptance.

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01005 GENERAL REQUIREMENTS

PART 1 GENERAL

1.01 SCOPE AND INTENT

A. Description

The work to be done consists of the furnishing of all labor, materials and equipment, and the performance of all work included in this Contract.

B. Work Included

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

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

The Contractor shall be solely responsible for the adequacy of his workmanship, materials and equipment.

C. Public Utility Installations and Structures

Public utility installations and structures shall be understood to include all poles, tracks, pipes, wires, conduits, house service connections, vaults, manholes and all other appurtenances and facilities pertaining thereto.

The Contractor shall protect all installations and structures from damage during the work. Access across any buried public utility installation or structure shall be made only in such locations and by means approved by the County. All required protective devices and construction shall be provided by the Contractor at his expense. All existing public utilities damaged by the Contractor, which are shown on the Plans or have been located in the field by the utility, shall be repaired by the Contractor, at his expense, as approved by the County. No separate payment shall be made for such protection or repairs to public utility installations or structures.

Public utility installations or structures owned or controlled by the County or other governmental body, which are required by this contract to be removed, relocated, replaced

or rebuilt by the Contractor not identified in any separate bid item shall be considered as a part of the general cost of doing the work and shall be included in the prices bid for the various contract items. No separate payment shall be made.

Where public utility installations or structures owned or controlled by the County or other governmental body are encountered during the course of the work, and are not indicated on the Plans or in the Specifications, and when, in the opinion of the County, removal, relocation, replacement or rebuilding is necessary to complete the work under this Contract, such work shall be accomplished by the utility having jurisdiction, or such work may be ordered, in writing by the County, for the contractor to accomplish. If such work is accomplished by the utility having jurisdiction, it will be carried out expeditiously and the Contractor shall give full cooperation to permit the utility to complete the removal, relocation, replacement or rebuilding as required. If such work is accomplished by the Contractor, it will be in accordance with the General and Supplemental General Conditions.

The Contractor shall give written notice to County and other governmental utility departments and other owners of public utilities of the location of his proposed construction operations, at least forty-eight hours in advance of breaking ground in any area or on any unit of the work. This can be accomplished by making the appropriate contact with the "Sunshine State One-Call of Florida, Inc. Call Center ("Call Sunshine") and per all requirements provided for in the Florida Underground Facilities Damage Prevention and Safety Act (Florida Statutes, Title XXXIII, Chapter 556).

The maintenance, repair, removal, relocation or rebuilding of public utility installations and structures, when accomplished by the Contractor as herein provided, shall be done by methods approved by the County.

1.02 PLANS AND SPECIFICATIONS

A. Plans

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

B. Copies Furnished to Contractor

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

C. Supplementary Drawings

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

D. Contractor to Check Plans and Data

The Contractor shall verify all dimensions, quantities and details shown on the Plans, Supplementary Drawings, Schedules, Specifications or other data received from the County, and shall notify him of all errors, omissions, conflicts, and discrepancies found

therein. Failure to discover or correct errors, conflicts or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory work, faulty construction or improper operation resulting therefrom nor from rectifying such conditions at his own expense. He will not be allowed to take advantage of any errors or omissions, as full instructions will be furnished by the County, should such errors or omissions be discovered. All schedules are given for the convenience of the County and the Contractor and are not guaranteed to be complete. The Contractor shall assume all responsibility for the making of estimates of the size, kind, and quality of materials and equipment included in work to be done under the Contract.

E. Specifications

The Technical Specifications consist of three parts: General, Products and Execution. The General Section contains General Requirements which govern the work. Products and Execution modify and supplement these by detailed requirements for the work and shall always govern whenever there appears to be a conflict.

F. Intent

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

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

The inclusion of the Related Requirements (or work specified elsewhere) in the General part of the specifications is only for the convenience of the Contractor, and shall not be interpreted as a complete list of related Specification Sections.

1.03 MATERIALS AND EQUIPMENT

A. Manufacturer

All transactions with the manufacturers or subcontractors shall be through the Contractor, unless the Contractor shall request, in writing to the County, that the manufacturer or subcontractor deal directly with the County. Any such transactions shall not in any way release the Contractor from his full responsibility under this Contract.

Any two or more pieces or material or equipment of the same kind, type or classification, and being used for identical types of services, shall be made by the same manufacturer.

B. Delivery

The Contractor shall deliver materials in ample quantities to insure the most speedy and uninterrupted progress of the work so as to complete the work within the allotted time. The Contractor shall also coordinate deliveries in order to avoid delay in, or impediment of, the progress of the work of any related Contractor.

C. Tools and Accessories

The Contractor shall, unless otherwise stated in the Contract Documents, furnish with each type, kind or size of equipment, one complete set of suitably marked high grade special tools and appliances which may be needed to adjust, operate, maintain or repair the equipment. Such tools and appliances shall be furnished in approved painted steel cases, properly labeled and equipped with good grade cylinder locks and duplicate keys.

Spare parts shall be furnished as specified.

Each piece of equipment shall be provided with a substantial nameplate, securely fastened in place and clearly inscribed with the manufacturer's name, year of manufacture, serial number, weight and principal rating data.

D. Installation of Equipment.

The Contractor shall have on hand sufficient proper equipment and machinery of ample capacity to facilitate the work and to handle all emergencies normally encountered in work of this character.

Equipment shall be erected in a neat and workmanlike manner on the foundations at the locations and elevations shown on the Plans, unless directed otherwise by the County during installation. All equipment shall be correctly aligned, leveled and adjusted for satisfactory operation and shall be installed so that proper and necessary connections can be made readily between the various units.

The Contractor shall furnish, install and protect all necessary anchor and attachment bolts and all other appurtenances needed for the installation of the devices included in the equipment specified. Anchor bolts shall be as approved by the County and made of ample size and strength for the purpose intended. Substantial templates and working drawings for installation shall be furnished.

The Contractor shall furnish all materials and labor for, and shall properly bed in non-shrink grout, each piece of equipment on its supporting base that rests on masonry foundations.

Grout shall completely fill the space between the equipment base and the foundation. All metal surfaces coming in contact with concrete or grout shall receive a coat of coal tar epoxy equal to Koppers 300M or provide a 1/32-inch neoprene gasket between the metal surface and the concrete or grout.

E. Service of Manufacturer's Engineer

The Contract prices for equipment shall include the cost of furnishing (as required by equipment specifications sections) a competent and experienced engineer or superintendent who shall represent the manufacturer and shall assist the Contractor, when required, to install, adjust, test and place in operation the equipment in conformity with the Contract Documents. After the equipment is placed in permanent operation by the County, such engineer or superintendent shall make all adjustments and tests required by the County to prove that such equipment is in proper and satisfactory operating condition, and shall instruct such personnel as may be designated by the County in the proper operation and maintenance of such equipment.

1.04 INSPECTION AND TESTING

A. General

Inspection and testing of materials will be performed by the County unless otherwise specified.

For tests specified to be made by the Contractor, the testing personnel shall make the necessary inspections and tests and the reports thereof shall be in such form as will facilitate checking to determine compliance with the Contract Documents. Three (3) copies of the reports shall be submitted and authoritative certification thereof must be furnished to the County as a prerequisite for the acceptance of any material or equipment.

If, in the making of any test of any material or equipment, it is ascertained by the County that the material or equipment does not comply with the Contract, the Contractor will be notified thereof and he will be directed to refrain from delivering said material or equipment, or to remove it promptly from the site or from the work and replace it with acceptable material, without cost to the County.

Tests of electrical and mechanical equipment and appliances shall be conducted in accordance with recognized test codes of the ANSI, ASME, or the IEEE, except as may otherwise be stated herein.

The Contractor shall be fully responsible for the proper operation of equipment during tests and instruction periods and shall neither have nor make any claim for damage which may occur to equipment prior to the time when the County formally takes over the operation thereof.

B. Costs

All inspection and testing of materials furnished under this Contract will be performed by the County or duly authorized inspection engineers or inspections bureaus without cost to the Contractor, unless otherwise expressly specified.

The cost of shop and field tests of equipment and of certain other tests specifically called for in the Contract Documents shall be borne by the Contractor and such costs shall be deemed to be included in the Contract price.

Materials and equipment submitted by the Contractor as the equivalent to those specifically named in the Contract may be tested by the County for compliance. The Contractor shall reimburse the County for the expenditures incurred in making such tests on materials and equipment which are rejected for non-compliance.

C. Inspections of Materials

The Contractor shall give notice in writing to the County, at least two weeks in advance of his intention to commence the manufacture or preparation of materials especially manufactured or prepared for use in or as part of the permanent construction. Such notice shall contain a request for inspection, the date of commencement and the expected date of completion of the manufacture or preparation of materials. Upon receipt of such notice, the County will arrange to have a representative present at such times during the manufacture as may be necessary to inspect the materials or he will notify the Contractor that the inspection will be made at a point other than the point of manufacture, or he will notify the

Contractor that inspection will be waived. The Contractor must comply with these provisions before shipping any material. Such inspection shall not release the Contractor from the responsibility for furnishing materials meeting the requirements of the Contract Documents.

D. Certificate of Manufacture

When inspection is waived or when the County so requires, the Contractor shall furnish to him authoritative evidence in the form of Certificates of Manufacture that the materials to be used in the work have been manufactured and tested in conformity with the Contract Documents. These certificates shall be notarized and shall include copies of the results of physical tests and chemical analyses, where necessary, that have been made directly on the product or on similar products of the manufacturer.

E. Shop Tests of Operating Equipment

Each piece of equipment for which pressure, duty, capacity, rating, efficiency, performance, function or special requirements are specified shall be tested in the shop of the maker in a manner which shall conclusively prove that its characteristics comply fully with the requirements of the Contract Documents. No such equipment shall be shipped to the work until the County notifies the Contractor, in writing, that the results of such tests are acceptable.

The cost of shop tests and of furnishing manufacturer's preliminary and shop test data of operating equipment shall be borne by the Contractor.

F. Preliminary Field Tests

As soon as conditions permit, the Contractor shall furnish all labor, materials, and instruments and shall make preliminary field tests of equipment. If the preliminary field tests disclose any equipment furnished under this Contract which does not comply with the requirements of the Contract Documents, the Contractor shall, prior to the acceptance tests, make all changes, adjustments and replacements required. The furnishing Contractor shall assist in the preliminary field tests as applicable.

G. Final Field Tests

Upon completion of the work and prior to final payment, all equipment and piping installed under this Contract shall be subjected to acceptance tests as specified or required to prove compliance with the Contract Documents.

The Contractor shall furnish labor, fuel, energy, water and all other materials, equipment and instruments necessary for all acceptance tests, at no additional cost to the County. The Supplier shall assist in the final field tests as applicable.

H. Failure of Tests

Any defects in the materials and equipment or their failure to meet the tests, guarantees or requirements of the Contract Documents shall be promptly corrected by the Contractor. The decision of the County as to whether or not the Contractor has fulfilled his obligations under the Contract shall be final and conclusive. If the Contractor fails to make these corrections or if the improved materials and equipment, when tested, shall again fail to meet the guarantees of specified requirements, the County, notwithstanding its partial payment for

work, and materials and equipment, may reject the materials and equipment and may order the Contractor to remove them from the site at his own expense.

In case the County rejects any materials and equipment, then the Contractor shall replace the rejected materials and equipment within a reasonable time. If he fails to do so, the County may, after the expiration of a period of thirty (30) calendar days after giving him notice in writing, proceed to replace such rejected materials and equipment, and the cost thereof shall be deducted from any compensation due or which may become due the Contractor under his Contract.

I. Final Inspection

During such final inspections, the work shall be clean and free from water. In no case will the final pay application be prepared until the Contractor has complied with all requirements set forth and the County has made his final inspection of the entire work and is satisfied that the entire work is properly and satisfactorily constructed in accordance with the requirements of the Contract Document.

1.05 TEMPORARY STRUCTURES

A. Temporary Fences

If, during the course of the work, it is necessary to remove or disturb any fence or part thereof, the Contractor shall, at his own expense, if so ordered by the County, provide a suitable temporary fence which shall be maintained until the permanent fence is replaced. The County shall be solely responsible for the determination of the necessity for providing a temporary fence and the type of temporary fence to be used.

1.06 TEMPORARY SERVICES

A. First Aid

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

1.07 LINES AND GRADES

A. Grade

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

B. Safeguarding Marks

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

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

C. Datum Plane

All elevations indicated or specified refer to the Mean Sea Level Datum of the NAVD 1988 and/or NGVD 1929.

1.08 ADJACENT STRUCTURES AND LANDSCAPING

A. Responsibility

The Contractor shall also be entirely responsible and liable for all damage or injury as a result of his operations to all other adjacent public and private property, structures of any kind and appurtenances thereto met with during the progress of the work. The cost of protection, replacement in their original locations and conditions or payment of damages for injuries to such adjacent public and private property and structures affected by the work, whether or not shown on the Plans, and the removal, relocation and reconstruction of such items called for on the Plans or specified shall be included in the various Contract Items and no separate payments will be made therefore. Where such public and private property, structures of any kind and appurtenances thereto are not shown on the Plans and when, in the opinion of the County, additional work is deemed necessary to avoid interference with the work, payment therefore will be made as provided for in the General Conditions.

Contractor is expressly advised that the protection of buildings, structures, tunnels, tanks, pipelines, etc. and related work adjacent and in the vicinity of his operations, wherever they may be, is solely his responsibility. Conditional inspection of buildings or structures in the immediate vicinity of the project which may reasonably be expected to be affected by the Work shall be performed by and be the responsibility of the Contractor.

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

Prior to the beginning of any excavations, the Contractor shall advise the County of all buildings or structures on which he intends to perform work or which performance of the project work will affect.

B. Protection of Trees

1. All trees and shrubs shall be adequately protected by the Contractor with boxes and otherwise and in accordance with ordinances governing the protection of trees. No excavated materials shall be placed so as to injure such trees or shrubs. Trees or shrubs destroyed by negligence of the Contractor or his employees shall be replaced by him with new stock of similar size and age, at the proper season and at the sole expense of the Contractor.

2. Beneath trees or other surface structures, where possible, pipelines may be built in short tunnels, backfilled with excavated materials, except as otherwise specified, or the trees or structures carefully supported and protected from damage.
3. The County may order the Contractor, for the convenience of the County, to remove trees along the line or trench excavation. If so ordered, the County will obtain any permits required for removal of trees. Such tree removal ordered shall be paid for under the appropriate Contract Items.

C. Lawn Areas

Lawn areas shall be left in as good condition as before the starting of the work. Where sod is to be removed, it shall be carefully removed, and later replaced, or the area where sod has been removed shall be restored with new sod.

D. Restoration of Fences

Any fence, or part thereof, that is damaged or removed during the course of the work shall be replaced or repaired by the Contractor and shall be left in as good a condition as before the starting of the work. The manner in which the fence is repaired or replaced and the materials used in such work shall be subject to the approval of the County. The cost of all labor, materials, equipment, and work for the replacement or repair of any fence shall be deemed included in the appropriate Contract Item or items, or if no specific Item is provided therefore, as part of the overhead cost of the work, and no additional payment will be made therefore.

1.09 PROTECTION OF WORK AND PUBLIC

A. Barriers and Lights

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

B. Smoke Prevention

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

C. Noise

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

D. Access to Public Services

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

E. Dust prevention

The Contractor shall prevent dust nuisance from his operations or from traffic by keeping the roads and/or construction areas sprinkled with water at all times.

1.10 CUTTING AND PATCHING

The Contractor shall do all cutting, fitting or patching of his portion of the work that may be required to make the several parts thereof join and coordinate in a manner satisfactory to the County and in accordance with the Plans and Specifications. The work must be done by competent workmen skilled in the trade required by the restoration.

1.11 CLEANING

A. During Construction

During construction of the work, the Contractor shall, at all times, keep the site of the work and adjacent premises as free from material, debris and rubbish as is practicable and shall remove the same from any portion of the site if, in the opinion of the County, such material, debris, or rubbish constitutes a nuisance or is objectionable. The Contractor shall remove from the site all of his surplus materials and temporary structures when no further need therefore develops.

B. Final Cleaning

At the conclusion of the work, all equipment, tools, temporary structures and materials belonging to the Contractor shall be promptly taken away, and he shall remove and promptly dispose of all water, dirt, rubbish or any other foreign substances.

The Contractor shall thoroughly clean all equipment and materials installed by him and shall deliver such materials and equipment undamaged in a bright, clean, polished and new operating condition.

1.12 MISCELLANEOUS

A. Protection Against Siltation and Bank Erosion

1. The Contractor shall arrange his operations to minimize siltation and bank erosion on construction sites and on existing or proposed water courses and drainage ditches.
2. The Contractor, at his own expense, shall remove any siltation deposits and correct any erosion problems as directed by the County which results from his construction operations.

B. Protection of Wetland Areas

The Contractor shall properly dispose of all surplus material, including soil, in accordance with Local, State and Federal regulations. Under no circumstances shall surplus material be disposed of in wetland areas as defined by the Florida Department of Environmental Protection or Southwest Florida Water Management District.

C. Existing Facilities

The work shall be so conducted to maintain existing facilities in operation insofar as is possible. Requirements and schedules of operations for maintaining existing facilities in service during construction shall be as described in the Special Provisions.

D. Use of Chemicals

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

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01010 SUMMARY OF WORK

PART 1 GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS/REQUIREMENTS INCLUDED

- A. The work included in this contract consists of the construction of a mile of widening 2-lanes to 4-lane divided urban roadway with a raised median and Type F curb and gutter, two 11.5-foot travel lanes and a 7-foot bicycle lane in each direction. A mile of sidewalk will be constructed on the south side and mile of shared use path will be constructed on the north side. Lighting along the entire project, as well as an signal plans for a relocation of an existing traffic signal. Relocation of potable water and reclaim main utilities into the proposed R/W including new potable water service connections and stub outs, new fire hydrants, steel casings for utilities crossing Moccasin Wallow Road, and addition of a reclaimed water main with reclaimed water service connections and stub outs for future connections.
- B. The Contractor shall furnish all shop drawings, 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 prior to acceptance by the County.
- 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. All work done under this Contract shall be done with a minimum of inconvenience to the users of the system or facility. The Contractor shall coordinate his work with private property owners such that existing utility services are maintained to all users to the maximum extent possible.
- B. The Contractor shall, if necessary and feasible, construct the work in stages to accommodate the County's use of the premises during the construction period; coordinate the construction schedule and operations with the County's Representative.
- C. The Contractor shall, where feasible, construct the Work in stages to provide for public convenience and not close off public use of any facility until completion of construction to provide alternative usage.

1.04 CONSTRUCTION AREAS

- A. The Contractor shall: Limit his use of the construction areas for work and for storage, to allow for:
 - 1. Work by other Contractors.

2. County's Use.
3. Public Use.

- B. Coordinate use of work site under direction of County's Representative.
- C. Assume full responsibility for the protection and safekeeping of products under this Contract, stored on the site.
- D. Move any stored products under the Contractor's control, which interfere with operations of the County or separate contractor.
- E. Obtain and pay for the use of additional storage of work areas needed for Contractor operations.

1.05 COUNTY OCCUPANCY

- A. It is assumed that portions of the Work will be completed prior to completion of the entire Work. Upon completion of construction of each individual facility, including testing, if the County, at its sole discretion, desires to accept the individual facility, the Contractor will be issued a dated certificate of completion and acceptance for each individual facility. The County will assume ownership and begin operation of the individual facility on that date and the three-year guaranty period shall commence on that date. The County has the option of not accepting the entire work as a whole until it is completed, tested and approved by the County.

1.06 PARTIAL COUNTY OCCUPANCY

The Contractor shall schedule his operations for completion of portions of the Work, as designated, for the County's occupancy prior to substantial completion of the entire work.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

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. If at any time such personnel appears to the County 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 County 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 outside of easements, except by permission of the affected property owner.

1.03 WORK LOCATIONS

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

1.04 OPEN EXCAVATIONS

- A. All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons and damage to property. The Contractor shall, at his own expense, provide suitable and safe bridges and other crossings for accommodating travel by pedestrians and workmen. Bridges provided for access to private property during construction shall be removed when no longer required. If the excavation becomes a hazard, or if it excessively restricts traffic at any point, the County may require special construction procedures such as limiting the length of open trench, prohibiting stacking excavated material in the street and requiring that the trench shall not remain open overnight.
- B. The Contractor shall take precautions to prevent injury to the public due to open trenches. All trenches, excavated material, equipment, or other obstacles which could be dangerous to the public shall be barricaded and well lighted at all times when construction is not in progress.

1.05 DISTRIBUTION SYSTEMS AND SERVICES

- A. The Contractor shall avoid interruptions to water, telephone, cable TV, sewer, gas, or other related utility services. He shall notify the County and the appropriate agency well in advance of any requirement for dewatering, isolating, or relocating a section of a utility, so that necessary arrangements may be made.
- B. If it appears that utility service will be interrupted for an extended period, the County may order the Contractor to provide temporary service lines at the Contractor's expense.

Inconvenience of the users shall be kept to the minimum, consistent with existing conditions. The safety and integrity of the systems are of prime importance in scheduling work.

1.06 PROTECTION AND RELOCATION OF EXISTING STRUCTURES AND UTILITIES

- A. The Contractor shall assume full responsibility for the protection of all buildings, structures and utilities, public or private, including poles, signs, services to building utilities, gas pipes, water pipes, hydrants, sewers, drains and electric and telephone cables and other similar facilities, whether or not they are shown on the Drawings. The Contractor shall carefully support and protect all such structures and utilities from injury of any kind. Any damage resulting from the Contractor's operation shall be repaired by the Contractor at his expense.
- B. The Contractor shall bear full responsibility for obtaining locations of all underground structures and utilities (including existing water services, drain lines and sewers). Services to buildings shall be maintained and all costs or charges resulting from damage thereto shall be paid by the Contractor.
- C. Protection and temporary removal and replacement of existing utilities and structures as described in this Section shall be a part of the work under the Contract and all costs in connection therewith shall be included in the unit prices established in the Bid.
- D. If, in the opinion of the County, permanent relocation of a utility owned by the County is required, the County may direct the Contractor, in writing, to perform the work. Work so ordered will be paid for at the Contract unit prices, if applicable, or as extra work as classified in the General Conditions. If relocation of a privately owned utility is required, the County will notify the utility to perform the work as expeditiously as possible. The Contractor shall fully cooperate with the County and utility and shall have no claim for delay due to such relocation. The Contractor shall notify public utility companies in writing at least 48 hours (excluding Saturdays, Sundays and legal holidays) before excavating near their utilities.

1.07 TEST PITS

Test pits for the purpose of locating underground pipeline or structures in advance of the construction shall be excavated and backfilled by the Contractor immediately after the utility location and the surface shall be restored in a manner equal or better than the original condition. No separate payment will be made.

1.08 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 County.
- B. All sidewalks which are disturbed by the Contractor's operations shall be restored to their original or better condition by the use of similar or comparable materials. All curbing shall be restored in a condition equal to the original construction and in accordance with the best modern practice.
- C. Along the location of this work, all fences, walks, bushes, trees, shrubbery and other

physical features shall be protected and restored in a thoroughly workmanlike manner unless otherwise shown on the drawings. Fences and other features removed by the Contractor shall be replaced in the location indicated by the County as soon as conditions permit. All grass areas beyond the limits of construction which have been damaged by the Contractor shall be regraded and sodded to equal or exceed original conditions.

- D. Trees close to the work which drawings do not specify to be removed, shall be boxed or otherwise protected against injury. The Contractor shall trim all branches that are liable to damage because of his operations, but in no case shall any tree be cut or removed without prior notification to the County. All injuries to bark, trunk, limbs and roots of trees shall be repaired by dressing, cutting and painting according to approved methods, using only approved tools and materials.
- E. 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 items in the Bid.

1.09 MAINTENANCE OF TRAFFIC

- A. Open pits, trenches, unpaved streets, debris, or other obstructions due to construction that will prevent the normal flow of traffic during an extended construction stoppage, for any reason, shall be minimized. In the event an extended construction stoppage is found to be necessary, Contractor shall, at his own expense, provide normal traffic flow during extended construction stoppage. Extended stoppage will be defined by the County.
- B. All excavated material shall be placed so that vehicular and pedestrian traffic may be maintained at all times. If the Contractor's operations cause traffic hazards, he shall repair the road surface, provide temporary roadways, erect wheel guards or fences, or take other safety measures which are satisfactory to the County.
- C. Any changes to the traffic pattern require a Traffic Control Plan as detailed in section 01570 of this specification..

1.10 WATER FOR CONSTRUCTION PURPOSES

- A. In locations where public water supply is available, the Contractor may purchase water for all construction purposes.
- B. The Contractor shall be responsible for paying for all water tap fees incurred for the purpose of obtaining a potable water service or temporary use meter.

1.11 MAINTENANCE OF FLOW

The Contractor shall at his own cost, provide for the flow of sewers, drains and water courses interrupted during the progress of the work and shall immediately cart away and remove all offensive matter. The entire procedure of maintaining existing flow shall be fully discussed with the County well in advance of the interruption of any flow.

1.12 CLEANUP

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 residue resulting from the

construction work and at the conclusion of the work, he shall remove and haul away any surplus excavation, broken pavement, lumber, 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.

1.13 COOPERATION WITHIN THIS CONTRACT

- A. All firms or person authorized to perform any work under this Contract shall cooperate with the General Contractor and his subcontractors or trades and shall assist in incorporating the work of other trades where necessary or required.
- B. Cutting and patching, drilling and fitting shall be carried out where required by the trade or subcontractor having jurisdiction, unless otherwise indicated herein or directed by the County.

1.14 PROTECTION OF CONSTRUCTION AND EQUIPMENT

- A. All newly constructed work shall be carefully protected from injury in any way. No wheeling or walking or placing of heavy loads on it shall be allowed and all portions injured shall be reconstructed by the Contractor at his own expense.
- B. All structures shall be protected in a manner approved by the County. Should any of the floors or other parts of the structures become heaved, cracked, or otherwise 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. If, in the final inspection 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.
- C. Further, the Contractor shall take all necessary precautions to prevent damage to any structure due to water pressure during and after construction and until such structure is accepted and taken over by the County.

1.15 CONSTRUCTION WITHIN RIGHT-OF-WAY

Where pipe lines are installed within FDOT right-of-way, all excavation backfill and compaction for the purpose of reconstructing roadways and/or adjacent slopes contiguous thereto shall be in accordance with FDOT or Manatee County Standards and Specifications, whichever is applicable. Contractor shall satisfy the authorized representative of the FDOT with respect to proper safety procedures, construction methods, required permitting, etc., within the FDOT right-of-way.

PART 2 PRODUCTS (NOT USED)
PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01030 SPECIAL PROJECT PROCEDURES

PART 1 GENERAL

1.01 PERMITS

Upon notice of award, the Contractor shall immediately apply for all applicable permits not previously obtained by the County to do the work from the appropriate governmental agency or agencies. No work shall commence until all applicable permits have been obtained and copies delivered to the County. The costs for obtaining all permits shall be borne by the Contractor.

1.02 CONNECTIONS TO EXISTING SYSTEM

The Contractor shall perform all work necessary to locate, excavate and prepare for connections to the existing systems all as shown on the Drawings or where directed by the County. The cost for this work and for the actual connection shall be included in the price bid for the project and shall not result in any additional cost to the County. The termination point for each contract shall be as shown on the Contract Drawings.

1.03 RELOCATIONS

The Contractor shall be responsible for the coordination of the relocation of structures, including but not limited to light poles, power poles, signs, sign poles, fences, piping, conduits and drains that interfere with the positioning of the work as set out on the Drawings. No relocation of the items under this Contract shall be done without approval from the County.

1.04 EXISTING UNDERGROUND PIPING, STRUCTURES AND UTILITIES

- A. The attention of the Contractor is drawn to the fact that during excavation, the possibility exists of the Contractor encountering various utility lines not shown on the Drawings. The Contractor shall exercise extreme care before and during excavation to locate and flag these lines as to avoid damage to the existing lines.
- B. It is the responsibility of the Contractor to ensure that all utility or other poles, the stability of which may be endangered by the close proximity of excavation, are temporarily stayed in position while work proceeds in the vicinity of the pole and that the utility or other companies concerned be given reasonable advance notice.
- C. The existing utility locations are shown without express or implied representation, assurance, or guarantee that they are complete or correct or that they represent a true picture of underground piping to be encountered. The Contractor shall be responsible for notifying the various utility companies to locate their respective utilities in advance of construction in conformance with all requirements provided for in the Florida Underground Facilities Damage Prevention and Safety Act (Florida Statutes, Title XXXIII, Chapter 556).
- D. The existing piping and utilities that interfere with new construction shall be rerouted as shown, specified, or required. Before any piping and utilities not shown on the Drawings are disturbed, the Contractor shall notify the County and shall provide suggestions on how best to resolve the issue.

- E. The Contractor shall exercise care in any excavation to locate all existing piping and utilities. All utilities which do not interfere with complete work shall be carefully protected against damage. Any existing utilities damaged in any way by the Contractor shall be restored or replaced by the Contractor at his expense as directed by the County.
- F. It is intended that wherever existing utilities such as water, sewer, gas, telephone, electrical, or other service lines must be crossed, deflection of the pipe within recommended limits and cover shall be used to satisfactorily clear the obstruction unless otherwise indicated in the Drawings. However, when in the opinion of the County this procedure is not feasible, he may direct the use of fittings for a utilities crossing as detailed on the Drawings. No deflections will be allowed in gravity sanitary sewer lines or in existing storm sewer lines.

1.05 SUSPENSION OF WORK DUE TO WEATHER

Refer to FDOT Standards and Specifications Book, Section 8.

1.06 HURRICANE PREPAREDNESS PLAN

- A. Within 30 days of the date of Notice to Proceed, the Contractor shall submit to the County a Hurricane 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 hurricane warning.
- B. In the event of inclement weather, or whenever County shall direct, 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 County, 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 removed and replaced at the expense of the Contractor.

1.07 POWER SUPPLY

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

1.08 SALVAGE

Any existing equipment or material, including, but not limited to, valves, pipes, fittings, couplings, etc., which is removed or replaced as a result of construction under this project may be designated as salvage by the County and if so shall be protected for a reasonable time until picked up by the County. Any equipment or material not worthy of salvaging, as directed by the County, shall be disposed of by the Contractor at no additional cost.

1.09 DEWATERING

- A. The Contractor shall do all groundwater pumping necessary to prevent flotation of any part of the work during construction operations with his own equipment.
- B. The Contractor shall pump out water and wastewater which may seep or leak into the excavations for the duration of the Contract and with his own equipment. He shall dispose of this water in an appropriate manner.

1.10 ADDITIONAL PROVISIONS

- A. Before commencing work on any of the existing pipelines, structures or equipment, the Contractor shall notify the County, in writing, at least 10 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 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 when and as ordered by the County.

1.11 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.

1.12 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 County for excessive noise shall not relieve the Contractor of the other portions of this specification.
- C. No extra charge may be made for time lost due to work stoppage resulting from the creation of a public nuisance.

1.13 WARRANTIES

- A. All material supplied under these Specifications shall be warranted by the Contractor and the manufacturers for a period of three (3) years. Warranty period shall commence on the date of County acceptance.
- B. The material shall be warranted to be free from defects in workmanship, design and materials. If any part of the system should fail during the warranty period, it shall be replaced at no expense to the County. All material and installation costs shall be 100% borne by the Contractor.
- C. The manufacturer's warranty period shall run concurrently with the Contractor's warranty or guarantee period. No exception to this provision shall be allowed. The Contractor shall be responsible for obtaining warranties from each of the respective suppliers or manufacturers for all the material specified under these contract specifications,
- D. In the event that the manufacturer is unwilling to provide a three-year warranty commencing at the time of County acceptance, the Contractor shall obtain from the manufacturer a four (4) year warranty starting at the time of equipment delivery to the job site. This four-year

warranty shall not relieve the Contractor of the three-year warranty starting at the time of County acceptance of the equipment.

1.14 FUEL STORAGE & FILLING

- A. 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.
- B. The Contractor shall prepare and submit a fuel storage / spill abatement plan prior to start of construction if required.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01045 CUTTING AND PATCHING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The Contractor shall be responsible for all cutting, fitting and patching, including excavation and backfill, required to complete the work or to:
1. Make its several parts fit together properly.
 2. Uncover portions of the work to provide for installation of ill-timed work.
 3. Remove and replace defective work.
 4. Remove and replace work not conforming to requirements of Contract Documents.
 5. Provide penetrations of non-structural surfaces for installation of piping and electrical conduit.

PART 2 PRODUCTS

2.01 MATERIALS

Comply with specifications and standards for each specific product involved.

PART 3 EXECUTION

3.01 INSPECTION

- A. Inspect existing conditions of project, including elements subject to damage or to movement during cutting and patching.
- B. After uncovering work, inspect conditions affecting installation of products, or performance of work.
- C. Report unsatisfactory or questionable conditions to County. Do not proceed with work until County has provided further instructions.

3.02 PREPARATION

- A. Provide adequate temporary support as necessary to assure structural value to integrity of affected portion of work.
- B. Provide devices and methods to protect other portions of project from damage.
- C. Provide protection from elements for that portion of the project which may be exposed by cutting and patching work and maintain excavations free from water.

3.03 PERFORMANCE

- A. Execute cutting and demolition by methods which will prevent damage to other work and will provide proper surfaces to receive installation of repairs.
- B. Execute excavating and backfilling by methods which will prevent settlement or damage to other work.

- C. Fit and adjust products to provide a finished installation to comply with specified products, functions, tolerances and finishes.
- D. Restore work which has been cut or removed; install new products to provide completed work in accordance with the requirements of the Contract Documents.
- E. Replace surfaces airtight to pipes, sleeves, ducts, conduit and other penetrations through surfaces.
- F. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes.

END OF SECTION

SECTION 01050 FIELD ENGINEERING AND SURVEYING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The Contractor shall provide and pay for field surveying service 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.

1.02 QUALIFICATION OF SURVEYOR AND ENGINEER

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, which will be subject to verification by the County.

1.03 SURVEY REFERENCE POINTS

- A. Existing basic horizontal and vertical control points for the Project are designated on the Contract Drawings.
- B. Locate and 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.

Make no changes or relocations without prior written notice to County.

Report to County when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.

Require surveyor to replace project control points which may be lost or destroyed.

Establish replacements based on original survey control.

1.04 PROJECT SURVEY REQUIREMENTS

The Contractor shall establish temporary bench marks as needed, referenced to data established by survey control points.

1.05 RECORDS

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

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01090 REFERENCE STANDARDS

PART 1 GENERAL

1.01 REQUIREMENTS

Abbreviations and acronyms used in Contract Documents to identify reference standards.

- A. Application: When a standard is specified by reference, comply with requirements and recommendations stated in that standard, except when requirements are modified by the Contract Documents, or applicable codes established stricter standards.
- B. Publication Date: The most recent publication in effect on the date of issue of Contract Documents, except when a specific publication date is specified.

1.03 ABBREVIATIONS, NAMES AND ADDRESSES OR ORGANIZATIONS

Obtain copies of reference standards direct from publication source, when needed for proper performance of work, or when required for submittal by Contract Documents.

AA	Aluminum Association 818 Connecticut Avenue, N.W. Washington, DC 20006
AASHTO	American Association of State Highway and Transportation Officials 444 North Capital Street, N.W. Washington, DC 20001
ACI	American Concrete Institute Box 19150 Reford Station Detroit, MI 48219
AI	Asphalt Institute Asphalt Institute Building College Park, MD 20740
AISC	American Institute of Steel Construction 1221 Avenue of the Americas New York, NY 10020
AISI	American Iron and Steel Institute 1000 16th Street NW Washington, DC 20036
ANSI	American National Standards Institute 1430 Broadway New York, NY 10018
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers 1791 Tullie Circle, N.E. Atlanta, GA 30329

ASME American Society of Mechanical Engineers
345 East 47th Street
New York, NY 10017

ASTM American Society for Testing and Materials
1916 Race Street
Philadelphia, PA 19103

AWWA American Water Works Association
6666 West Quincy Avenue
Denver, CO 80235

AWS American Welding Society
2501 N.W. 7th Street
Miami, FL 33125

CRSI Concrete Reinforcing Steel Institute
180 North LaSalle Street, Suite 2110
Chicago, IL 60601

FDEP Florida Department of Environmental Protection
3900 Commonwealth Blvd.
Tallahassee, Florida 32399

FDOT Florida Department of Transportation Standards Specifications for Road and
Bridge Construction
Maps & Publication Sales - Mail Station 12
605 Suwannee St.
Tallahassee, FL 32399-0450

FS Federal Specification
General Services Administration Specifications and Consumer Information
Distribution Section (WFSIS)
Washington Navy Yard, Bldg. 197
Washington, DC 20407

MCPW UTIL STD Manatee County Utility Engineering
1022 26th Ave E
Bradenton, FL 34208

MLSFA Metal Lath/Steel Framing Association
221 North LaSalle Street
Chicago, IL 60601

MMA Monorail Manufacturer's Association
1326 Freeport Road
Pittsburgh, PA 15238

NAAMM National Association of Architectural Metal Manufacturers
221 North LaSalle Street
Chicago, IL 60601

NEMA National Electrical Manufacturer's Assoc.

2101 L Street N.W.
Washington, DC 20037

OHSA Occupational Safety and Health Assoc.
5807 Breckenridge Pkwy., Suite A
Tampa, FL 33610-4249

PCA Portland Cement Association
5420 Old Orchard Road
Skokie, IL 20076

PCI Prestressed Concrete Institute
20 North Wacker Drive
Chicago, IL 60606

SDI Steel Door Institute
712 Lakewood Center North
Cleveland, OH 44107

SMACNA Sheet Metal and Air Conditioning Contractor's National Association
8224 Old Court House Road
Vienna, VA 22180

SSPC Steel Structures Painting Council
402 24th Street, Suite 600
Pittsburgh, PA 15213

SWFWMD Southwest Florida Water Management District
2379 Broad Street
Brooksville, FL 34604-6899

UL Underwriter's Laboratories, Inc.
333 Pfingston Road
Northbrook, IL 60062

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01150 MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 SCOPE

- A. The scope of this section of the Contract Documents is to further define the items included in each Bid Item in the Bid Form section of the Contract Documents. Payment will be made based on the specified items included in the description in this section for each bid item.
- B. All contract prices included in the Bid Form section will be full compensation for all shop drawings, working drawings, labor, materials, tools, equipment and incidentals necessary to complete the construction as shown on the Drawings and/or as specified in the Contract Documents to be performed under this Contract. Actual quantities of each item bid on a unit price basis will be determined upon completion of the construction in the manner set up for each item in this section of the Specifications. Payment for all items listed in the Bid Form will constitute full compensation for all work shown and/or specified to be performed under this Contract.

1.02 ESTIMATED QUANTITIES

The quantities shown are approximate and are given only as a basis of calculation upon which the award of the Contract is to be made. The County 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.

1.03 WORK OUTSIDE AUTHORIZED LIMITS

No payment will be made for work constructed outside the authorized limits of work.

1.04 MEASUREMENT STANDARDS

Unless otherwise specified for the particular items involved, all measurements of distance shall be taken horizontally or vertically.

1.05 AREA MEASUREMENTS

In the measurement of items to be paid for on the basis of area of finished work, the lengths and/or widths to be used in the calculations shall be the final dimensions measured along the surface of the completed work within the neat lines shown or designated.

1.06 LUMP SUM ITEMS

Where payment for items is shown to be paid for on a lump sum basis, no separate payment will be made for any item of work required to complete the lump sum items. Lump sum contracts shall be complete, tested and fully operable prior to request for final payment. Contractor may be required to provide a break-down of the lump sum totals.

1.07 UNIT PRICE ITEM

Separate payment will be made for the items of work described herein and listed on the Bid Form. Any related work not specifically listed, but required for satisfactory completion of the

work shall be considered to be included in the scope of the appropriate listed work items.

No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work. Final payments shall not be requested by the Contractor or made by the County until as-built (record) drawings have been submitted and approved by the County.

1. Project signs and photographs.
2. Removal, repair, replacement or relocation of all signs, walls, private irrigation systems and related items.
3. Rubbish and spoil removal.
4. Shop Drawings, Working Drawings.
5. Clearing, grubbing and grading except as hereinafter specified.
6. Trench excavation, including necessary pavement removal and rock removal, except as otherwise specified.
7. Dewatering and disposal of surplus water.
8. Structural fill, backfill, and grading.
9. Replacement of unpaved roadways, and shrubbery plots.
10. Cleanup & miscellaneous work.
11. Foundation and borrow materials, except as hereinafter specified.
12. Testing and placing system in operation.
13. Any material and equipment required to be installed and utilized for the tests.
14. Pipe, structures, pavement replacement, asphalt and shell driveways and/or appurtenances included within the limits of lump sum work, unless otherwise shown.
15. Maintaining the existing quality of service during construction.
16. Appurtenant work as required for a complete and operable system.
17. Seeding and hydromulching.

(THE BID ITEM SECTION IS TO BE COMPLETED FOR EACH ITEM TO BE BID. EXAMPLES AS FOLLOWS)

BID ITEM NO.: PRECAST CONCRETE MANHOLE

Payment for work under this Bid Item shall be made at the Contract unit price bid for each manhole furnished and installed including frame and cover, fiberglass liner as required, construction of invert, all protective coatings, drop connections if applicable, sealing of lift holes, rainwater protector, etc.

Measurement shall be for each manhole installed complete and accepted. Payment shall be made per unit price for the category of depth as determined by the proposed rim and invert. All stubs and plugs shown or called for on the Contract Drawings shall be included in the unit price bid for manholes. Excavation, including rock as necessary, bedding, backfill, dewatering, sheeting, testing and any and all other items necessary for a completed system in accordance with the Contract Documents shall be included. Payment shall represent full compensation for all labor, materials, equipment and incidental items necessary to complete each concrete manhole structure, ready for approval and service by the County.

BID ITEM NO.: PVC SANITARY SEWER MAIN

Payment for all work included under this Bid Item shall be made at the applicable Contract unit price bid per linear foot for furnishing and installing the listed diameter sanitary sewer main at the depths shown on the Contract Drawings and designated on the Bid Form for the actual

length installed. Payment for all end of line cleanouts will be included in the applicable Contract unit price bid for 6" diameter PVC sanitary sewer main.

Measurement for the installed length shall be measured horizontally from center to center of manholes.

Payment shall represent full compensation for all labor, excavation, including rock as necessary, dewatering, pipe, bedding, materials, backfill, compaction, sheeting, testing and equipment. Also included shall be the installation of all wyes and/or tees as required for service connections and the recording of their location by station and offset method and all other appurtenances and incidentals required or specified to complete the gravity sewer main. No additional compensation will be made by the County for excavation performed below the bottom of the pipe, for rock removal or materials or for repair of any trench settlement. Class of pipe to be as specified or as listed on the Bid Form.

BID ITEM NO.: SEWER SERVICE LATERALS

Payment for work included under this Bid Item shall be made at the Contract unit price bid for each single or double sewer service lateral and connection at the main line sewer, 6-inch diameter service line to the location designated on the Contract Drawings or as alternately requested by the property owner, and including all bends, fittings, concrete encasement, the vertical extension, cap and concrete pad at the surface, all as shown on the service connection detail on the Contract Drawings and all other appurtenances including all labor, equipment, and materials necessary to complete each service connection. The elevation depth below grade as shown in the service connection detail on the Contract Drawings for the lateral invert shall be maintained by the Contractor installing the sanitary sewer service line.

All service locations shown on the Contract Drawings are approximate and it shall be the responsibility of the Contractor to contract all homeowners for locating the owner's septic tank and determine, subject to approval by the County, the best locations and depth for each service lateral. Locations of all connections at the main line sewer and at the property line by station and offset method shall be recorded on the as-built drawings to be furnished to County by the Contractor.

Also included in payment shall be all excavation, including rock as necessary, bedding, backfill, compaction, testing, extensions and caps all as shown on the Contract Drawings, furnished and installed watertight, ready for approval by the County acceptance.

BID ITEM NO.: PVC (C-900 & C-905) FORCE MAINS

Payment for all work included in this Bid Item shall be made at the applicable Contract unit price bid per the schedule of prices for furnishing and installing the listed diameter PVC force main (AWWA C-900, CL-150 or C-905, CL-235) pipe and fittings as shown on the Contract Drawings and listed on the Bid Form. Measurement and Payment shall be made for the actual length of the listed diameter pipe and installed and will represent full compensation for all labor, materials, excavation, including rock, dewatering, bedding, backfill, compaction, testing and equipment required to complete these Bid Items. No additional compensation shall be made for excavation below the bottom of the pipe, for rock removal or bedding and backfill material, or for repair of any trench settlement.

BID ITEM NO.: PVC (C-900 & C-905) WATER MAINS

Payment for all work included in this Bid Item shall be made at the applicable Contract unit

price bid per the schedule of prices for furnishing and installing the listed diameter PVC water main (AWWA C-900, CL-150 or C-905, CL-235) pipe and fittings as shown on the Contract Drawings and listed in the Bid Form. Measurement and Payment shall be made for the actual length of the listed diameter pipe installed and will represent full compensation for all labor, materials, excavation, including rock, dewatering, bedding, backfill, compaction, testing and disinfection and equipment required to complete these Bid Items. No additional compensation will be made for excavation below the bottom of the pipe, for rock removal or bedding and backfill materials, or for repair of any trench settlement.

BID ITEM NO.: TAPPING SLEEVES/VALVES

Payment for all work included in these Bid Items shall be at the applicable Contract unit price bid per each tapping sleeve and tapping valve for furnishing and installing the listed diameter tapping sleeve and tapping valve, box, cover and concrete pad as shown on the Contract Drawings and listed on the Bid Form. Prior to the tapping operation, the Contractor will contact the County as to the date and time of the proposed work. The tapping operation itself up to 12-inches in diameter will be performed by the County. All tapping operations larger than 12 inches in diameter shall be performed by the Contractor with the County's Representative present. Payment shall represent full compensation for all labor, material, excavation, including rock as necessary, bedding, backfill, compaction testing, disinfection and equipment required to complete these Bid Items.

BID ITEM NO.: GATE AND BUTTERFLY VALVES

Payment for all work included in this Bid Item shall be made at the applicable Contract unit price bid per each valve for furnishing and installing the listed diameter valve, box, cover and concrete pad as shown on the Contract Drawings and listed on the Bid Form. Payment shall represent full compensation for all labor, material, excavation, including rock as necessary, bedding, backfill, compaction, testing and disinfection and equipment required to complete these Bid Items.

BID ITEM NO.: HYDRANT ASSEMBLY

Payment for all work included in this Bid Item shall be made at the applicable Contract unit price bid per each hydrant assembly, including hydrant lead, tee, gate valve, box cover, concrete pads, restraining rods and/or thrust blocks, as shown on the Contract Drawings and listed on the Bid Form. Payment shall represent full compensation for all labor, material, equipment, excavation, including rock, bedding, backfill, compaction, testing and disinfection required to complete this Bid Item.

BID ITEM NO.: SINGLE AND DOUBLE WATER SERVICES

Payment for all work included in this Bid Item shall be made at the applicable Contract unit price bid for each service type for furnishing and installing the listed 1" single and 1-1/2" double water service lines, both short and long side, as shown on the Contract Drawings and listed on the Bid Form. Payment shall represent full compensation for all labor, material, excavation, including rock, bedding, backfill, compaction, testing and disinfection and equipment required to complete these Bid Items.

BID ITEM NO.: WATER SERVICE/METER RECONNECTIONS

Payment for all work included in these Bid Items shall be made at the applicable Contract unit price bid per each reconnection type for furnishing and installing the listed 1" single and/or 1-

1/2" double service/meter reconnection as shown on the Contract Drawings and listed on the Bid Form. Payment shall represent full compensation for all labor, material, excavation, including rock, bedding, backfill, compaction, testing and disinfection and equipment required to complete these Bid Items.

BID ITEM NO.: WATER SERVICES

This Bid Item includes the construction of potable water services including service line, meter box and appurtenances of the specified type acceptably furnished and installed as shown on the Drawings or where directed by the Project Representative. The work includes removal and disposal of the existing meter box and appurtenances, connection of the new water service to the existing water service line, and installation of new service line as required on private property from the existing box to the meter box installed by the Contractor. The Project Representative may require a plumber licensed in Manatee County to install the portions of the work on private property, including vacuum breakers on all exterior hose bibbs. Measurement will be according to the type of services, long or short, single or double. Payment for all work under this Bid Item shall be made at the applicable Contract unit price bid according to the type of services. The work shall include, but is not limited to; service piping, excavation, directional drilling, restoration, compaction, casing pipe, meter box, tapping saddles, corporation stops, curb stops, curb or pavement location disks, 10 gauge copper clad steel tracer wire, complete meter assembly & yoke, all necessary fittings, all service connections, disinfection, coordination with service customers, removal and reinstallation of meters, and all other related and necessary materials, work and equipment associated with this item.

BID ITEM NO.: PRIVATE WATER SERVICE RELOCATION, COMPLETE

Measurement and Payment for this item shall be at the applicable Contract unit price bid per service line connection. The Contractor shall coordinate with each private property owner all aspects of routing the water service line from the rear of the private property to the front roadway right-of-way and connecting to the water service meter. The Contractor shall be responsible for meeting with each individual private property owner to coordinate the routing of the water service line on private property prior to the commencement of any work. The Contractor shall document the agreed upon route on a sketch signed and dated by all parties.

The connection point to the existing water service line shall be assumed to be adjacent to the foundation at the entry point into the residence. This Bid Item includes abandoning in place the existing water service line in accordance with the Florida Building Code - Building and Plumbing.

Manatee County Building Permits, in the amount of \$75 each, will be required for all private properties, with up to 10 adjacent properties included on each permit. This item includes all permits, material, labor, equipment, excavation, restoration, certification and inspection fees, temporary measures, removal and disposal of existing meter boxes, and taxes necessary to connect the water service line to the water service meter (at the roadway right-of-way) in a manner conforming to all pertinent sections of the Florida Building Code - Building and Plumbing and the Manatee County Building Department. The contractor shall disconnect the existing water service meters located at the rear of the private property and relocate them to the new meter box (provided by the contractor) and connect the water service meter to the service connection from the new water main. This activity shall be coordinated with the private property owner to ensure minimum interruption of potable water service.

BID ITEM NO.: DUCTILE IRON FITTINGS, WASTEWATER

Payment for all work included in these Bid Items will be made at the applicable Contract unit price bid for furnishing and installing each listed ductile iron fitting (Protecto 401 epoxy lined) as shown on the Contract Drawings and listed on the Bid Form. Payment will be made for each fitting installed and will represent full compensation for all labor, material, excavation, including rock, bedding, backfill, compaction, testing and equipment required to complete these Bid Items.

BID ITEM NO.: SUBMERSIBLE LIFT STATION

Payment for all work included under this Bid Item shall represent full compensation in accordance with the lump sum price bid for the construction of the lift station within the site identified including dewatering, excavation, including rock as necessary, bedding, backfill, concrete, materials, piping, valves, wastewater pumps, flow meter, controls, wiring, telemetry, hatch covers, all site work including sodding, fencing, brush and/or tree removal, the listed diameter PVC (AWWA, C-900, CL-150) force main within lift station site limits, asphalt driveway, drainage improvements, and all other materials and equipment necessary for a complete and fully operable system, including testing and start-up, all as shown on the Contract Drawings and/or called for in the Contract Specifications, ready for approval and acceptance by the County. Payment shall also include all landscaping, irrigation system, a backflow preventer on the water service line, and all other items called for or necessary for a complete installation in accordance with the Contract Documents. The lump sum price shall also include any off-site material required to establish finish grade and the removal and off-site disposal of any unsuitable excavated material or debris. Measurement for periodic payments of this lump sum bid item will be in accordance with the approved Schedule of Values, to be supplied by the Contractor in accordance with the Contract Documents.

BID ITEM NO.: DUCTILE IRON FITTINGS, WATER

Payment for all work included in these Bid Items will be made at the applicable Contract unit price bid for furnishing and installing each ductile iron fitting (cement-lined) as shown on the Contract Drawings and listed on the Bid Form. Payment shall represent full compensation for all labor, material, equipment, excavation, including rock, bedding, backfill, compaction, testing and disinfection required to complete these Bid Items.

BID ITEM NO.: HYDRANT RELOCATION

Payment for all work included in this Bid Item will be made at the applicable Contract unit price bid per each hydrant relocation, including hydrant lead, tapping sleeve and tapping valve or tee and gate valve as necessary, removal and cleaning of existing hydrant assembly, and relocation and installation of the hydrant assembly to the new location as shown on the Contract Drawings and listed on the Bid Form. Payment shall represent full compensation for all labor, materials, equipment, testing and disinfection necessary to complete this Bid Item, ready for approval and acceptance by the County.

BID ITEM NO.: SODDING

Measurement shall be per square yards of sod installed, alive and growing.

Payment will be per actual quantity of square yards of sodding, seeding and mulching installed and accepted.

The unit bid price shall include, but is not limited to, cutting down the existing ground to accept

sod, installation, watering, and all labor, materials, necessary equipment, and incidentals necessary to complete this bid item, ready for approval and acceptance by the County.

Sod placed at the edge of the roadway shall not create a “dam” and impede storm water runoff from existing the roadway and entering the stormwater conveyance system.

BID ITEM NO.: PAVEMENT REPAIR AND ROAD RESTORATION

Payment for all work included under this Bid Item will be made at the Contract unit price bid per square yard of base, subbase and tonnage of asphalt for furnishing, installing and testing the road restoration pavement section within these Specifications and as listed on the Bid Form. Measurement will be based on the actual number of square yards of road restoration installed, tested, complete and approved. The measurement will be from face of curb to face of curb or as specified, but not greater than the width of the existing roadway prior to construction. Payment will include complete restoration of the roadway section in accordance with the applicable details on the Contract Drawings, but not less than 1-1/2 inches of FDOT Type III asphaltic concrete, the necessary base, subbase or compacted suitable excavation material all in accordance with

these Specifications. No payment for restoration of a private driveway within or outside the right-of-way shall be made under this Bid Item. Payment shall include all items and incidentals necessary to complete the road restoration in accordance with the requirements of Manatee County ready for approval and acceptance by the County.

BID ITEM NO.: MISCELLANEOUS CONCRETE

Payment for all work under this Bid Item shall be made at the applicable Contract unit price bid per cubic yard of concrete as shown on the Bid Form for furnishing, placing and installing the miscellaneous concrete, measured in place, within the lines and grades as shown on the Contract Drawings and as described in the Specifications. All concrete placed outside these lines and grades to fill unauthorized excavation and all concrete for replacing defective work shall be at the expense of the Contractor. Concrete specifically included under any other Bid Item will not be measured or paid for under this Bid Item.

Measurement for miscellaneous concrete shall be per actual cubic yard of concrete furnished, placed and installed as shown on the Contract Drawings or as ordered by the County in writing. This Bid Item includes encasements, nonreinforced pipe cradles, and like work. Payment shall represent full compensation for all labor, materials, and equipment for mixing, placing, forming and curing of the concrete and all incidentals necessary to complete the concrete work, ready for approval and acceptance by the County.

BID ITEM NO.: MIAMI CURB

Payment for all work included in this Bid Item will be made at the applicable Contract unit price bid per linear foot for removal of existing curbing and for furnishing and placing the miami curb as shown on the Drawings and listed on the Bid Form. Measurement will be per actual number of linear feet of miami curbing installed. Payment shall represent full compensation for removal of existing curb and all labor, material and equipment for compacting subgrade, forming, furnishing, placing the concrete, and finishing as specified and all incidentals necessary for completion of this Bid Item, ready for approval and acceptance by the County.

BID ITEM NO.: DRIVEWAY RESTORATION

Payment for all work included in these Bid Items will be made at the applicable Contract unit price bid per square yard of shell, asphaltic concrete, or concrete driveway restoration as listed on the Bid Form. Measurement of driveway restoration will be per the actual number of square yards replaced. Payment shall represent full compensation for all labor, materials and equipment for cutting the edges of existing driveways, compacting subgrade, furnishing and installing the shell, asphaltic concrete or concrete and all incidentals necessary to complete the driveway restoration as shown on the Contract Drawings and included in the Specifications, all ready for approval and acceptance by the County.

BID ITEM NO.: MOBILIZATION

Measurement and payment for this Bid Item shall include full compensation for the required 100 percent (100%) Performance Bond, 100 Percent (100%) Payment Bond, all required insurance for the project and the Contractor's mobilization and demobilization costs as shown in the Bid Form. Mobilization includes, but it not limited to: preparation and movement of personnel, equipment, supplies and incidentals such as safety and sanitary supplies/ facilities

Payment for mobilization shall not exceed 10 percent (10%) of the total Contract cost unless the Contractor can prove to the County that his actual mobilization cost exceeds 10 percent (10%).

Partial payments for this Bid Item will be made in accordance with the following schedule:

Percent of Original Contract Amount:	Percent Allowable Payment of Mobilization/Demobilization Bid Item Price:
5	25
10	35
25	45
50	50
75	75
100	100

These payments will be subject to the standard retainage provided in the Contract. Payment of the retainage will be made after completion of the work and demobilization.

BID ITEM NO. : RECORD DRAWINGS

Payment for all work included under this Bid Item shall be made at the Contract lump sum price bid listed in the Bid Form and shall represent full compensation for all labor, materials and equipment required to generate and provide record drawings approved and accepted by the County. Record drawings shall be in strict accordance with Section 1.14 of the Manatee County Public Work Utility Standards.

BID ITEM NO.: CONTRACT CONTINGENCY

Payment for all work under this Bid Item shall be made only at the County's discretion. This Bid Item shall not exceed 10% of the Bidders Total Base Bid. The Bidder shall calculate and enter a dollar amount for this Bid Item.

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01152 REQUESTS FOR PAYMENT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

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

1.02 FORMAT AND DATA REQUIRED

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

1.03 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

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

1.04 PREPARATION OF APPLICATION FOR FINAL PAYMENT

Fill in application form as specified for progress payments.

1.05 SUBMITTAL PROCEDURE

- 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.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01153 CHANGE ORDER PROCEDURES

PART 1 GENERAL

1.01 DEFINITION

- A. Change Order: A written order signed by the Owner, the Architect/Engineer and the Contractor authorizing a change in the Project Plans and/or Specifications and, if necessary, a corresponding adjustment in the Contract Sum and/or Contract Time, pursuant to Article V of the General Conditions of the Construction Agreement.
- B. Administrative Change Adjustment: Minor change order under 10% of project cost or 20% time, does not have to be Board approved.
- C. Field Directive: A written order issued by Owner which orders minor changes in the Work not involving a change in Contract Time, to be paid from the Owner's contingency funds.
- D. Field Order: Minor change to contract work that does not require adjustment of contract sum or expected date of completion.

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.

1.03 PRELIMINARY PROCEDURES

- A. Project Manager may initiate changes by submitting a Request to Contractor. Request will 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, nor to stop work in progress.
- B. Contractor may initiate changes by submitting a written notice to the Project Manager, 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 FIELD ORDER CHANGE

- A. In lieu of a Change Order, the Project Manager may issue a Field Order for the Contractor to proceed with additional work within the original intent of the Project.
- B. Field Order will describe changes in the work, with attachments of backup information to define details of the change.
- C. Contractor must sign and date the Field Order to indicate agreement with the terms therein.

1.05 DOCUMENTATION OF PROPOSALS AND CLAIMS

- A. Support each quotation for a lump sum proposal and for each unit price which has not previously been established, with sufficient substantiating data to allow the County to evaluate the quotation.
- B. On request, provide additional data to support time and cost computations:
 1. Labor required.
 2. Equipment required.
 3. Products required.
 - a. Recommended source of purchase and unit cost.
 - b. Quantities required.
 4. Taxes, insurance and bonds.
 5. Credit for work deleted from Contract, similarly documented.
 6. Overhead and profit.
 7. Justification for any change in Contract Time.
- C. Support each claim for additional costs and for work done on a time-and-material/force account basis, with documentation as required for a lump-sum proposal.
 1. Name of the County's authorized agent who ordered the work and date of the order.
 2. Date and time work was performed and by whom.
 3. Time record, summary of hours work and hourly rates paid.
 4. Receipts and invoices for:
 - a. Equipment used, listing dates and time of use.
 - b. Products used, listing of quantities.
 - c. Subcontracts.

1.06 PREPARATION OF CHANGE ORDERS

- A. Project Manager 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. Project Manager 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 County for approval. The County will distribute executed copies after approval by the Board of County Commissioners.

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. Contractor's Proposal for a change, as approved by the County.
 - 3. 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.

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

- A. Refer to Article V.5.6 of the General Conditions of the Construction Agreement.

1.10 CORRELATION WITH CONTRACTOR'S SUBMITTALS

- A. 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.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01200 PROJECT MEETINGS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The County shall schedule the pre-construction meeting, periodic progress meetings and special meetings, if required, throughout progress of work.
- B. Representatives of contractors, subcontractors and suppliers 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.

1.02 PRE-CONSTRUCTION MEETING

- A. Attendance:
 - 1. County's Engineer.
 - 2. County's Project Manager
 - 3. Contractor.
 - 4. Resident Project Representative.
 - 5. Related Labor Contractor's Superintendent.
 - 6. Major Subcontractors.
 - 7. Major Suppliers.
 - 8. Others as appropriate.
- B. Suggested Agenda:
 - 1. Distribution and discussion of:
 - a. List of major subcontractors.
 - b. Projected Construction Schedules.
 - c. Coordination of Utilities
 - 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. Field decisions.
 - b. Submittals.
 - c. Change Orders.
 - d. Applications for Payment.
 - 5. Procedures for maintaining Record Documents.
 - 6. Use of premises:
 - a. Office, work and storage areas.
 - b. County's REQUIREMENTS.
 - 7. Temporary utilities.
 - 8. Housekeeping procedures.
 - 9. Liquidated damages.
 - 10. Equal Opportunity Requirements.
 - 11. Laboratory testing.
 - 12. Project / Job meetings: Progress meeting, other special topics as needed.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01310 CONSTRUCTION SCHEDULE & PROJECT RESTRAINTS

PART 1 GENERAL

1.01 GENERAL

- A. Construction under this contract must be coordinated with the County 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 CONSTRUCTION SCHEDULING GENERAL PROVISIONS

- A. No work shall be done between 7:00 p.m. and 7:00 a.m. nor on weekends or legal holidays without written permission of the County. However, emergency work may be done without prior permission.
- B. Night work may be established by the Contractor as regular procedure with the written permission of the County. Such permission, however, may be revoked at any time by the County if the Contractor fails to maintain adequate equipment and supervision for the proper execution and control of the work at night.
- C. 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.
- D. The Contractor shall be fully responsible for providing all temporary piping, plumbing, electrical hook-ups, lighting, temporary structure, or other materials, equipment and systems required to maintain the existing facility's operations. All details of temporary piping and temporary construction are not necessarily shown on the Drawings or covered in the Specifications. However, this does not relieve the Contractor of the responsibility to insure that construction will not interrupt proper facility operations.
- E. The Contractor shall designate an authorized 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.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

- A. The Contractor shall submit a critical path schedule as described herein.
- B. The planning, scheduling, management and execution of the work is the sole responsibility of the Contractor. The progress schedule requirement is established to allow County to review Contractor's planning, scheduling, management and execution of the work; to assist County 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 FORM OF SCHEDULES

- A. Prepare schedules using the latest version of Microsoft Project, or other County approved

software, in the form of a horizontal bar chart diagram. The diagram shall be time-scaled and sequenced by work areas. Horizontal time scale shall identify the first work day of each week.

- B. Activities shall be at least as detailed as the Schedule of Values. Activity durations shall be in whole working days. In addition, man-days shall be shown for each activity or tabulated in an accompanying report.
- C. Diagrams shall be neat and legible and submitted on sheets at least 8-1/2 inches by 11 inches suitable for reproduction. Scale and spacing shall allow space for notations and future revisions.

2.03 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 Contractor's installation and testing activities; items pertaining to the approval of regulatory agencies; contractor's time required for submittals, fabrication and deliveries; the time required by County to review all submittals as set forth in the Contract Documents; items of work required of County to support pre-operational, startup and final testing; time required for the relocation of utilities. Activities shall also identify interface milestones with the work of other contractors performing work under separate contracts with County.
- 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. Submittal schedule for shop drawing review, product data, and samples shall show the date of Contractor submittal and the date approved submittals will be required by the County, consistent with the time frames established in the Specifications.
- 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.
- G. For actual delays, add activities prior to each delayed activity on the appropriate critical path(s). Data on the added activities of this type shall portray all steps leading to the delay and shall further include the following: separate activity identification, activity description indicating cause of the delay, activity duration consistent with whichever set of dates below applies, the actual start and finish dates of the delay or, if the delay is not finished, the actual start date and estimated completion date.
- H. For potential delays, add an activity prior to each potentially delayed activity on the appropriate critical path(s). Data for added activities of this type shall include alternatives available to mitigate the delay including acceleration alternatives and further show the following: separate activity identification, activity description indicating cause of the potential delay and activity duration equal to zero work days.

2.04 SUPPORTING NARRATIVE

- A. Status and scheduling reports identified below shall contain a narrative to document the project status, to explain the basis of Contractor's determination of durations, describe the Contract conditions and restraints incorporated into the schedule and provide an analysis pertaining to potential problems and practical steps to mitigate them.
- B. The narrative shall specifically include:
 - 1. Actual completion dates for activities completed during the monthly report period and actual start dates for activities commenced during the monthly report period.
 - 2. Anticipated start dates for activities scheduled to commence during the following monthly report period.
 - 3. Changes in the duration of any activity and minor logic changes.
 - 4. The progress along the critical path in terms of days ahead or behind the Contract date.
 - 5. If the Monthly Status Report indicates an avoidable delay to the Contract completion date or interim completion dates as specified in the Agreement, Contractor shall identify the problem, cause and the activities affected and provide an explanation of the proposed corrective action to meet the milestone dates involved or to mitigate further delays.
 - 6. If the delay is thought to be unavoidable, the Contractor shall identify the problem, cause, duration, specific activities affected and restraints of each activity.
 - 7. The narrative shall also discuss all change order activities whether included or not in the revised/current schedule of legal status. Newly introduced change order work activities and the CPM path(s) that they affect, must be specifically identified. All change order work activities added to the schedule shall conform with the sequencing and Contract Time requirements of the applicable Change Order.
 - 8. Original Contract date(s) shall not be changed except by Contract change order. A revision need not be submitted when the foregoing situations arise unless required by County. Review of a report containing added activities will not be construed to be concurrence with the duration or restraints for such added activities; instead the corresponding data as ultimately incorporated into the applicable Contract change order shall govern.
 - 9. Should County require additional data, this information shall be supplied by Contractor within 10 calendar days.

2.05 SUBMITTALS

- A. Contractor shall submit estimated and preliminary progress schedules (as identified in the Terms and Conditions of the Contract and the General Conditions), monthly status reports, a start-up schedule and an as-built schedule report all as specified herein.
- B. All schedules, including estimated and preliminary schedules, shall be in conformance with the Contract Documents.
- C. The finalized progress schedule discussed in the Contract Documents 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 a time-scaled (days after notice to proceed) diagram showing all contract activities and supporting narrative. The initial detailed schedule shall use the notice to proceed as the start date. The finalized schedule, if

concurrent with by County, shall be the work plan to be used by the contractor for planning, scheduling, managing and executing the work.

- E. The schedule diagram shall be formatted as above. The diagram shall include (1) all detailed activities included in the preliminary and estimated schedule submittals, (2) calendar days prior to substantial completion, (3) summary activities for the remaining days. The critical path activities shall be identified, including critical paths for interim dates, if possible.
- F. The Contractor shall submit progress schedules with each application for payment.

2.06 MONTHLY STATUS REPORTS

- A. Contractor shall submit detailed schedule 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 pay period. The Monthly Report shall include a "marked-up" copy of the latest detailed schedule of legal status and a supporting narrative including updated information as described above. The Monthly Report will be reviewed by County and Contractor at a monthly schedule meeting and Contractor will address County's comments on the subsequent monthly report. Monthly status reports shall be the basis for evaluating Contractor's progress.
- B. The "marked-up" diagram shall show, for the latest detailed schedule of legal status, percentages of completion for all activities, actual start and finish dates and remaining durations, as appropriate. Activities not previously included in the latest detailed schedule of legal status shall be added, except that contractual dates will not be changed except by change order. Review of a marked-up diagram by County will not be construed to constitute concurrence with the time frames, duration, or sequencing for such added activities; instead the corresponding data as ultimately incorporated into an appropriate change order shall govern.

2.07 STARTUP SCHEDULE

- A. At least 60 calendar days prior to the date of substantial completion, Contractor shall submit a time-scaled (days after notice to proceed) diagram detailing the work to take place in the period between 60 days prior to substantial completion, together with a supporting narrative. County shall have 10 calendar days after receipt of the submittal to respond. Upon receipt of County's comments, Contractor shall make the necessary revisions and submit the revised schedule within 10 calendar days. The resubmittal, if concurred with by County, shall be the Work Plan to be used by Contractor for planning, managing, scheduling and executing the remaining work leading to substantial completion.
- B. The time-scaled diagram shall use the latest schedule of legal status for those activities completed ahead of the last 60 calendar days prior to substantial completion and detailed activities for the remaining 60-day period within the time frames outlined in the latest schedule of legal status.
- C. Contractor will be required to continue the requirement for monthly reports, as outlined above. In preparing this report, Contractor must assure that the schedule is consistent with the progress noted in the startup schedule.

2.08 REVISIONS

- A. All revised Schedule Submittals shall be made in the same form and detail as the initial submittal and shall be accompanied by an explanation of the reasons for such revisions, all of which shall be subject to review and concurrence by County. The revision shall incorporate all previously made changes to reflect current as-built conditions. Minor changes to the approved submittal may be approved at monthly meetings; a minor change is not considered a revision in the context of this paragraph.
- B. A revised schedule submittal shall be submitted for review when required by County.

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01340 SHOP DRAWINGS, PROJECT DATA AND SAMPLES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The Contractor shall submit to the County for review and approval: working drawings, shop drawings, test reports and data on materials and equipment (hereinafter in this section called data) that have been produced within the last three (3) years, and material samples (hereinafter in this section called samples) as are required for the proper control of work, including, but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings. Submittals may be done electronically via PDF documents.
- B. The Contractor is to maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting with the County. The County will provide the initial submittal log in electronic format. The electronic log (excel file) shall be passed back and forth between the Contractor and the County for each submittal package. This log shall include the following items:
1. Submittal description and number assigned.
 2. Date to County.
 3. Date returned to Contractor (from County).
 4. Status of Submittal (No exceptions taken, returned for confirmation or resubmittal, rejected).
 5. Date of Resubmittal and Return (as applicable).
 6. Date material released (for fabrication).
 7. Projected date of fabrication.
 8. Projected date of delivery to site.
 9. Projected date and required lead time so that product installation does not delay contact.
 10. Status of O&M manuals submitted.

1.03 CONTRACTOR'S RESPONSIBILITY

- A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for him before submitting them to the County for review. Each and every copy of the Drawings and data shall bear Contractor's stamp showing that they have been so checked. Shop drawings submitted to the County without the Contractor's stamp will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the contract Documents.
- B. The Contractor shall ensure that all submitted cut sheets, product sheets, product documentation, etc. are current versions of the product information and are not older than three (3) years. Product certification(s) shall be no older than three (3) years. Any submitted documents found to be beyond the acceptable date ranges shall be rejected.
- C. Determine and verify:
1. Field measurements.
 2. Field construction criteria.
 3. Catalog numbers and similar data.
 4. Conformance with Specifications and indicate all variances from the Specifications.

- D. The Contractor shall furnish the County a schedule of Shop Drawing submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.
- E. The Contractor shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him, by the County, with No Exceptions Taken or Approved As Noted.
- F. The Contractor shall submit to the County all drawings and schedules sufficiently in advance of construction requirements to provide no less than twenty-one (21) calendar days for checking and appropriate action from the time the County receives them. Submittals are to be scheduled, submitted, reviewed, and approved prior to the acquisition of the material or equipment. Coordinate scheduling, sequencing, preparing, and processing of submittals with performance of work so that work will not be delayed by submittal processing. Allow time for potential resubmittal.
- G. No delay costs or time extensions will be allowed for time lost in late submittals or resubmittals.
- H. All material & product submittals, other than samples, may be transmitted electronically as a pdf file. All returns to the contractor will be as a pdf file only unless specifically requested otherwise.
- I. The Contractor shall be responsible for and bear all cost of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by County of the necessary Shop Drawings.

1.04 COUNTY'S REVIEW OF SHOP DRAWINGS AND WORKING DRAWINGS

- A. The County's review of drawings, data and samples submitted by the Contractor shall cover only general conformity to the Specifications, external connections and dimensions which affect the installation.
- B. The review of drawings and schedules shall be general and shall not be construed:
 - 1. As permitting any departure from the Contract requirements.
 - 2. As relieving the Contractor of responsibility for any errors, including details, dimensions and materials.
 - 3. As approving departures from details furnished by the County, except as otherwise provided herein.
- C. If the drawings or schedules as submitted describe variations and show a departure from the Contract requirements which the County finds to be in the interest of the County and to be so minor as not to involve a change in Contract Price or time for performance, the County may return the reviewed drawings without noting any exception.
- D. When reviewed by the County, each of the Shop and Working Drawings shall be identified as having received such review being so stamped and dated. Shop Drawings stamped "REJECTED" and with required corrections shown shall be returned to the Contractor for correction and resubmittal.

- E. Resubmittals will be handled in the same manner as first submittals. On resubmittals, the Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, to revisions other than the corrections requested by the County on previous submissions. The Contractor shall make any corrections required by the County.
- F. If the Contractor considers any correction indicated on the drawings to constitute a change to the Contract Drawings or Specifications, the Contractor shall give written notice thereof to the County.
- G. The County shall review a submittal/resubmittal a maximum of three (3) times after which cost of review shall be borne by the Contractor. The cost of engineering shall be equal to the County's actual payroll cost.
- H. When the Shop and Working Drawings have been completed to the satisfaction of the County, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the County.
- I. No partial submittals shall be reviewed. Incomplete submittals shall be returned to the Contractor and shall be considered not approved until resubmitted.

1.05 SHOP DRAWINGS

- A. When used in the Contract Documents, the term "Shop Drawings" shall be considered to mean Contractor's plans for material and equipment which become an integral part of the Project. These drawings shall be complete and detailed. Shop Drawings shall consist of fabrication, drawings, setting drawings, schedule drawings, manufacturer's scale drawings and wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature and performance and test data, shall be considered only as supportive to required Shop Drawings as defined above.
- B. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the County and shall bear the Contractor's stamp of approval and original signature as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval and original signature shall be returned to the Contractor for resubmission.
- C. Each Shop Drawing shall have a blank area 3-1/2 inches by 3-1/2 inches, located adjacent to the title block. The title block shall display the following:
 - 1. Number and title of the drawing.
 - 2. Date of Drawing or revision.
 - 3. Name of project building or facility.
 - 4. Name of contractor and subcontractor submitting drawing.
 - 5. Clear identification of contents and location of the work.
 - 6. Specification title and number.
- D. If drawings show variations from Contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility of executing the work in accordance with the Contract, even though such drawings have been reviewed.

- E. Data on materials and equipment shall include, without limitation, materials and equipment lists, catalog sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material. Materials and equipment lists shall give, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent data.
- F. For all mechanical and electrical equipment furnished, the Contractor shall provide a list including the equipment name and address and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained.
- G. All manufacturers or equipment suppliers who proposed to furnish equipment or products shall submit an installation list to the County along with the required shop drawings. The installation list shall include at least five installations where identical equipment has been installed and have been in operation for a period of at least one (1) year.
- H. Only the County will utilize the color "red" in marking shop drawing submittals.

1.06 SUBMITTAL PREPARATION

- A. Each submittal is to be complete and in sufficient detail to allow ready determination of compliance with contract requirements.
- B. Collect required data for each specific material, product, unit of work, or system into a single submittal. Prominently mark choices, options, and portions applicable to the submittal. Partial submittals will not be accepted for expedition of construction effort. Submittal will be returned without review if incomplete.
- C. If available product data is incomplete, provide Contractor-prepared documentation to supplement product data and satisfy submittal requirements.
- D. All irrelevant or unnecessary data shall be removed from the submittal to facilitate accuracy and timely processing. Submittals that contain the excessive amount of irrelevant or unnecessary data will be returned with review.
- E. Provide a transmittal form for each submittal with the following information:
 - 1. Project title, location and number.
 - 2. Construction contract number.
 - 3. Date of the drawings and revisions.
 - 4. Name, address, and telephone number of subcontractor, supplier, manufacturer, and any other subcontractor associated with the submittal.
 - 5. List paragraph number of the specification section and page number; and sheet number of the contract drawings by which the submittal is required.
 - 6. When a resubmission, the resubmittal document name shall remain the same, but shall add an alphabetic suffix on submittal description. For example, submittal 18 would become 18A, to indicate resubmission.
 - 7. Product identification and location in project.
- F. The Contractor is responsible for reviewing and certifying that all submittals are in compliance with contract requirements before submitting to the County for review.
- G. Stamp, sign, and date each submittal transmittal form indicating action taken.

- H. Stamp used by the Contractor on the submittal transmittal form to certify that the submittal meets contract requirements is to be similar to the following:

<p>CONTRACTOR (Firm Name)</p> <p>____ Approved</p> <p>____ Approved with corrections as noted on submittal data and/or attached sheet(s).</p> <p>I certify that the following document and information has been verified to be is not more than three (3) years old.</p> <p>SIGNATURE: _____</p> <p>TITLE: _____</p> <p>DATE: _____</p>

1.07 WORKING DRAWINGS

- A. When used in the Contract Documents, the term "working drawings" shall be considered to mean the Contractor's fabrication and erection drawings for structures such as roof trusses, steelwork, precast concrete elements, bulkheads, support of open cut excavation, support of utilities, groundwater control systems, forming and false work; underpinning; and for such other work as may be required for construction of the project.
- B. Copies of working drawings as noted above, shall be submitted to the County where required by the Contract Documents or requested by the County and shall be submitted at least thirty (30) days (unless otherwise specified by the County) in advance of their being required for work.
- C. Working drawings shall be signed by a registered Professional Engineer, currently licensed to practice in the State of Florida and shall convey, or be accompanied by, calculation or other sufficient information to completely explain the structure, machine, or system described and its intended manner of use. Prior to commencing such work, working drawings must have been reviewed without specific exceptions by the County, which review will be for general conformance and will not relieve the Contractor in any way from his responsibility with regard to the fulfillment of the terms of the Contract. All risks of error are assumed by the Contractor; the County and Engineer shall not have responsibility therefor.

1.08 SAMPLES

- A. The Contractor shall furnish, for the review of the County, samples required by the Contract Documents or requested by the County. Samples shall be delivered to the County as specified or directed. The Contractor shall prepay all shipping charges on samples. Materials or equipment for which samples are required shall not be used in work until reviewed by the County.
- B. Samples shall be of sufficient size and quantity to clearly illustrate:
 - 1. Functional characteristics of the product, with integrally related parts and attachment devices.

2. Full range of color, texture and pattern.
 3. A minimum of two samples of each item shall be submitted.
- C. Each sample shall have a label indicating:
1. Name of product.
 2. Name of Contractor and Subcontractor.
 3. Material or equipment represented.
 4. Place of origin.
 5. Name of Producer and Brand (if any).
 6. Location in project.
(Samples of finished materials shall have additional markings that will identify them under the finished schedules.)
 7. Reference specification paragraph.
- D. The Contractor shall prepare a transmittal letter in triplicate for each shipment of samples containing the information required above. He shall enclose a copy of this letter with the shipment and send a copy of this letter to the County. Review of a sample shall be only for the characteristics or use named in such and shall not be construed to change or modify any Contract requirements.
- E. Reviewed samples not destroyed in testing shall be sent to the County or stored at the site of the work. Reviewed samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the reviewed samples. If requested at the time of submission, samples which failed testing or were rejected shall be returned to the Contractor at his expense.

1.09 APPROVED SUBMITTALS

- A. County approval of submittals is not to be construed as a complete check, and indicates only that the general method of construction, materials, detailing, and other information are satisfactory.
- B. County approval of a submittal does not relieve the Contractor of the responsibility for any error which may exist. The Contractor is responsible for fully complying with all contract requirements and the satisfactory construction of all work, including the need to check, confirm, and coordinate the work of all subcontractors for the project. Non-compliant material incorporated in the work will be removed and replaced at the Contractor's expense.
- C. After submittals have been approved, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.
- D. Retain a copy of all approved submittals at project site, including approved samples.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01370 SCHEDULE OF VALUES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The Contractor shall submit to the County a Schedule of Values allocated to the various portions of the work, within 10 days after date of Notice to Proceed.
- B. Upon request of the County, the Contractor shall support the values with data which will substantiate their correctness.
- C. The Schedule of Values shall be used only as the basis for the Contractor's Applications for Payment.

1.02 FORM AND CONTENT OF SCHEDULE OF VALUES

- A. Schedule of Values will be considered for approval by County upon Contractor's request. Identify schedule with:
 - 1. Title of Project and location.
 - 2. Project number.
 - 3. Name and address of Contractor.
 - 4. Contract designation.
 - 5. Date of submission.
- B. Schedule of Values shall list the installed value of the component parts of the work in sufficient detail to serve as a basis for computing values for progress payments during construction.
- C. Follow the table of contents for the Contract Document as the format for listing component items for structures:
 - 1. Identify each line item with the number and title of the respective major section of the specification.
 - 2. For each line item, list sub values of major products or operations under item.
- D. Follow the bid sheets included in this Contract Documents as the format for listing component items for pipe lines.
- E. The sum of all values listed in the schedule shall equal the total Contract sum.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01380 CONSTRUCTION PHOTOGRAPHS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The Contractor shall employ a competent photographer to take construction record photographs or perform video, recording including furnishing all labor, materials, equipment and incidentals necessary to obtain photographs and/or video recordings of all construction areas.
- B. Preconstruction record information shall consist of video recordings on digital video disks (DVD).
- C. Construction progress information shall consist of photographs and digital photographs on a recordable compact disc (CD-R).

1.02 QUALIFICATIONS

- A. All photography shall be done by a competent camera operator who is fully experienced and qualified with the specified equipment.
- B. For the video recording, the audio portion should be done by a person qualified and knowledgeable in the specifics of the Contract, who shall speak with clarity and diction so as to be easily understood.

1.03 PROJECT PHOTOGRAPHS

- A. Provide one print of each photograph with each pay application.
- B. Provide one recordable compact disc with digital photographs with each pay application.
- C. Negatives:
 - 1. All negatives shall remain the property of photographer.
 - 2. The Contractor shall require that photographer maintain negatives or protected digital files for a period of two years from date of substantial completion of the project.
 - 3. Photographer shall agree to furnish additional prints to County at commercial rates applicable at time of purchase. Photographer shall also agree to participate as required in any litigation requiring the photographer as an expert witness.
- D. The Contractor shall pay all costs associated with the required photography and prints. Any parties requiring additional photography or prints shall pay the photographer directly.
- E. All project photographs shall be a single weight, color image. All finishes shall be smooth surface and glossy and all prints shall be 8 inches x 10 inches.
- F. Each print shall have clearly marked on the back, the name of the project, the orientation of view, the date and time of exposure, name and address of the photographer and the photographers numbered identification of exposure.
- G. All project photographs shall be taken from locations to adequately illustrate conditions prior

to construction, or conditions of construction and state of progress. The Contractor shall consult with the County at each period of photography for instructions concerning views required.

1.04 VIDEO RECORDINGS

- A. Video recording shall be done along all routes that are scheduled for construction. Video recording shall include full, recording of both sides of all streets and the entire width of easements plus 10 feet on each side on which construction is to be performed. All video recording shall be in full color.
- B. A complete view, in sufficient detail with audio description of the exact location shall be provided.
- C. The engineering plans shall be used as a reference for stationing in the audio portion of the recordings for easy location identification.
- D. Two complete sets of video recordings shall be delivered to the County on digital video disks (DVD) for the permanent and exclusive use of the County prior to the start of any construction on the project.
- E. All video recordings shall contain the name of the project, the date and time of the video recording, the name and address of the photographer and any other identifying information required.
- F. Construction shall not start until preconstruction video recordings are completed, submitted and accepted by the County. In addition, no progress payments shall be made until the preconstruction video recordings are accepted by the County.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01410 TESTING AND TESTING LABORATORY SERVICES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. County shall employ and pay for the services of an independent testing laboratory to perform testing specifically indicated on the Contract Documents or called out in the Specifications. County may elect to have materials and equipment tested for conformity with the Contract Documents at any time.
1. Contractor shall cooperate fully with the laboratory to facilitate the execution of its required services.
 2. Employment of the laboratory shall in no way relieve the Contractor's obligations to perform the work of the Contract.

1.02 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

- A. Laboratory is not authorized to:
1. Release, revoke, alter or enlarge on requirements of Contract Documents.
 2. Approve or accept any portion of the Work.
 3. Perform any duties of the Contractor.

1.03 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel; provide access to Work and/or to Manufacturer's operations.
- B. Secure and deliver to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.
- C. Provide to the laboratory the preliminary design mix proposed to be used for concrete, and other material mixes which require control by the testing laboratory.
- D. Materials and equipment used in the performance of work under this Contract are subject to inspection and testing at the point of manufacture or fabrication. Standard specifications for quality and workmanship are indicated in the Contract Documents. The County may require the Contractor to provide statements or certificates from the manufacturers and fabricators that the materials and equipment provided by them are manufactured or fabricated in full accordance with the standard specifications for quality and workmanship indicated in the Contract Documents. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the Contractor and no extra charge to the County shall be allowed on account of such testing and certification.
- E. Furnish incidental labor and facilities:
1. To provide access to work to be tested.
 2. To obtain and handle samples at the project site or at the source of the product to be tested.
 3. To facilitate inspections and tests.
 4. For storage and curing of test samples.

- F. Notify laboratory sufficiently in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.
 - 1. When tests or inspections cannot be performed due to insufficient notice, Contractor shall reimburse County for laboratory personnel and travel expenses incurred due to Contractor's negligence.
- G. Employ and pay for the services of the same or a separate, equally qualified independent testing laboratory to perform additional inspections, sampling and testing required for the Contractor's convenience and as approved by the County.
- H. If the test results indicate the material or equipment complies with the Contract Documents, the County shall pay for the cost of the testing laboratory. If the tests and any subsequent retests indicate the materials and equipment fail to meet the requirements of the Contract Documents, the contractor shall pay for the laboratory costs directly to the testing firm or the total of such costs shall be deducted from any payments due the Contractor.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01510 TEMPORARY AND PERMANENT UTILITIES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

The Contractor shall be responsible for furnishing all requisite temporary utilities, i.e., power, water, sanitation, etc. The Contractor shall obtain and pay for all permits required as well as pay for all temporary usages. The Contractor shall remove all temporary facilities upon completion of work.

1.02 REQUIREMENTS OF REGULATORY AGENCIES

- A. Comply with National Electric Code.
- B. Comply with Federal, State and Local codes and regulations and with utility company requirements.
- C. Comply with County Health Department regulations.

PART 2 PRODUCTS

2.01 MATERIALS, GENERAL

Materials for temporary utilities may be "used". Materials for electrical utilities shall be adequate in capacity for the required usage, shall not create unsafe conditions and shall not violate requirements of applicable codes and standards.

2.02 TEMPORARY ELECTRICITY AND LIGHTING

Arrange with the applicable utility company for temporary power supply. Provide service required for temporary power and lighting and pay all costs for permits, service and for power used.

2.03 TEMPORARY WATER

- A. The Contractor shall arrange with Manatee County Utilities Customer Service office to provide water for construction purposes, i.e., meter, pay all costs for installation, maintenance and removal, and service charges for water used.
- B. The Contractor shall protect piping and fitting against freezing.

2.04 TEMPORARY SANITARY FACILITIES

- A. The Contractor shall provide sanitary facilities in compliance with all laws and regulations.
- B. The Contractor shall service, clean and maintain facilities and enclosures.

PART 3 EXECUTION

3.01 GENERAL

- A. The Contractor shall maintain and operate systems to assure continuous service.

- B. The Contractor shall modify and extend systems as work progress requires.

3.02 REMOVAL

- A. The Contractor shall completely remove temporary materials and equipment when their use is no longer required.
- B. The Contractor shall clean and repair damage caused by temporary installations or use of temporary facilities.

END OF SECTION

SECTION 01570 TRAFFIC REGULATION

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The Contractor shall be responsible for providing safe and expeditious movement of traffic through construction zones. A construction zone is defined as the immediate areas of actual construction and all abutting areas which are used by the Contractor and which interfere with the driving or walking public.
- B. The Contractor shall remove temporary equipment and facilities when no longer required, restore grounds to original or to specified conditions.

1.02 TRAFFIC CONTROL

- A. The necessary traffic control shall include, but not be limited to, such items as 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 and detour routes and signage for the duration of the construction period. 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.
- B. Should there be the necessity to close any portion of a roadway carrying vehicles or pedestrians the Contractor shall submit a Traffic Control Plan (TCP) at least 5 days before a partial or full day closure, and at least 8 days before a multi-day closure. TCP shall be submitted, along with a copy of their accreditation, by a certified IMSA or ATSA Traffic Control Specialist.
 - 1. At no time will more than one (1) lane of a roadway be closed to vehicles and pedestrians without an approved road closure from the County Transportation Department. With any such closings, adequate provision shall be made for the safe expeditious movement of each.
 - 2. All traffic control signs must be in place and inspected at least 1 day in advance of the closure. Multi-day closures notification signs shall be in place at least 3 days in advance of the closure. All signs must be covered when no in effect, and checked twice a day by the Worksite Traffic Supervisor when they are in effect.
- C. The Contractor shall be responsible for removal, relocation, or replacement of any traffic control device in the construction area which exists as part of the normal preconstruction traffic control scheme. Any such actions shall be performed by the Contractor under the supervision and in accordance with the instructions of the applicable highway department unless otherwise specified.
- D. 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.
- E. The Contractor shall provide ready access to businesses and homes in the project area during construction. The Contractor shall be responsible for coordinating this work with affected homeowners.
- F. When conditions require the temporary installation of signs, pavement markings and traffic

barriers for the protection of workers and traffic, the entire array of such devices shall be depicted on working drawings for each separate stage of work. These drawings shall be submitted to the County for review and approval prior to commencement of work on the site.

- G. Precast concrete traffic barriers shall be placed adjacent to trenches and other excavations deeper than six inches below the adjacent pavement surface.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01580 PROJECT IDENTIFICATION AND SIGNS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

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

1.02 PROJECT IDENTIFICATION SIGN (COUNTY)

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

1.03 INFORMATIONAL SIGNS

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

1.04 QUALITY ASSURANCE

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

1.05 PUBLIC NOTIFICATION

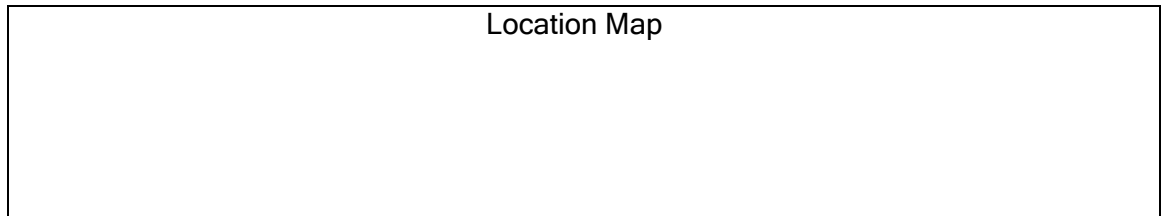
- A. Door Hangers: The Contractor shall generate and distribute door hangers to all residents who will be impacted by project construction.
 - 1. Residents impacted include anyone who resides inside, or within 500 feet of project limits of construction.

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

EXAMPLE:

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

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



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

- | | | |
|----|---|--|
| A. | Contractor
Contractor Address
Contractor Phone (Site Phone) | Project Manager
PM Address
PM Phone No. & Ext. |
| B. | Project Inspector
Inspector Phone Number | |

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

PART 2 PRODUCTS

2.01 SIGN MATERIALS

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

PART 3 EXECUTION

3.01 PROJECT IDENTIFICATION SIGN

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

3.02 MAINTENANCE

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

3.03 REMOVAL

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

END OF SECTION

SECTION 01590 COUNTY'S FIELD OFFICE

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Contractor shall furnish, install and maintain one temporary field office during the entire construction period for the sole use of the County.

1.02 OTHER REQUIREMENTS

- A. Prior to installation of the County's field office, the Contractor shall consult with the County on location, access and related facilities.
- B. All site use approvals shall be obtained by the Contractor.
- C. Upon completion of construction, the Contractor shall remove the field office and restore the site to its original condition.

1.03 REQUIREMENTS FOR FACILITIES

- A. Construction:
 - 1. The field office shall be structurally sound, weather tight, with floors raised aboveground.
 - 2. At Contractor's option, portable or mobile buildings may be used.
- B. Office for Field Engineer:
 - 1. A separate office for sole use of the County with secure entrance doors, key and lock shall be provided.
 - 2. Area: 250 sq. ft. minimum, with minimum dimension of 8 feet.
 - 3. Windows:
 - a. Minimum of three (3).
 - b. Operable sash and insect screens.
 - c. Locate field office to provide maximum view of construction areas.
 - 4. Furnishings:
 - a. Two standard size chairs and desks with three drawers each.
 - b. One drafting table: 39"x72"x36" high, with one equipment drawer.
 - c. One metal, double-door storage cabinet with lock and key.
 - d. One plan rack to hold a minimum of six sets of project drawings.
 - e. One standard four-drawer legal-size metal filing cabinet with lock and key.
 - f. Six linear feet of bookshelves.
 - g. One swivel arm chair.
 - h. Two straight chairs.
 - i. One drafting table stool.
 - j. One waste basket.
 - k. One tackboard, 36"x30".
 - l. One fire extinguisher.
 - m. One first aid kit.
 - 5. Services:
 - a. Adequate lighting.
 - b. Exterior lighting at entrance door.

- c. Automatic heating and mechanical cooling equipment to maintain comfort conditions.
- d. Minimum of four 110 volt duplex electric convenience outlets, at least one on each wall.
- e. Electric distribution panel: Two circuits minimum 110 volt, 60 hertz service.
- f. Convenient access to drinking water and toilet facilities.
- g. Telephone: One private direct line instrument.
- h. Fax: combination fax/duplicator.

PART 2 PRODUCTS

2.01 MATERIALS, EQUIPMENT, FURNISHINGS

May be new or used, but must be serviceable, adequate for required purpose and must adhere to all applicable codes or regulations including the Manatee County Building Codes.

PART 3 EXECUTION

3.01 PREPARATION

Fill and grade site as necessary for temporary structure to provide positive surface drainage.

3.02 INSTALLATION

- A. Construct temporary field office on proper foundation and provide connections for all utility services.
 - 1. Secure portable or mobile building when used.
 - 2. Provide steps and landings at entrance doors.

END OF SECTION

SECTION 01600 MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Material and equipment incorporated into the work:
1. Conform to applicable specifications and standards.
 2. Comply with size, make, type and quality specified, or as specifically approved in writing by the County.
 3. Manufactured and Fabricated Products:
 - a. Design, fabricate and assemble in accordance with the best engineering and shop practices.
 - b. Manufacture like parts of duplicate units to standard sizes and gages, to be interchangeable.
 - c. Two or more items of the same kind shall be identical and manufactured by the same manufacturer.
 - d. Products shall be suitable for service conditions.
 - e. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
 4. Do not use material or equipment for any purpose other than that for which it is specified.
 5. All material and equipment incorporated into the project shall be new.

1.02 MANUFACTURER'S INSTRUCTIONS

- A. When Contract Documents require that installation of work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including two copies to County. Maintain one set of complete instructions at the job site during installation and until completion.
- B. Handle, install, connect, clean, condition and adjust products in strict accordance with such instructions and in conformity with specified requirements. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with County prior to proceeding. Do not proceed with work without clear instructions.

1.03 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of products in accordance with construction schedules, coordinate to avoid conflict with work and conditions at the site.
1. Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
 2. Immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals and that products are properly protected and undamaged.
- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

1.04 SUBSTITUTIONS AND PRODUCT OPTIONS

Contractor's Options:

1. For products specified only by reference standard, select any product meeting that standard.
2. For products specified by naming one or more products or manufacturers and "or equal", Contractor must submit a request for substitutions of any product or manufacturer not specifically named in a timely manner so as not to adversely affect the construction schedule.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01620 STORAGE AND PROTECTION

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Provide secure storage and protection for products to be incorporated into the work and maintenance and protection for products after installation and until completion of Work.

1.02 STORAGE

- A. Store products immediately on delivery and protect until installed in the Work, in accord with manufacturer's instructions, with seals and labels intact and legible.
- B. Exterior Storage
 - 1. Provide substantial platform, blocking or skids to support fabricated products above ground to prevent soiling or staining.
 - a. Cover products, subject to discoloration or deterioration from exposure to the elements, with impervious sheet coverings. Provide adequate ventilation to avoid condensation.
 - b. Prevent mixing of refuse or chemically injurious materials or liquids.
- C. Arrange storage in manner to provide easy access for inspection.

1.03 MAINTENANCE OF STORAGE

- A. Maintain periodic system of inspection of stored products on scheduled basis to assure that:
 - 1. State of storage facilities is adequate to provide required conditions.
 - 2. Required environmental conditions are maintained on continuing basis.
 - 3. Surfaces of products exposed to elements are not adversely affected. Any weathering of products, coatings and finishes is not acceptable under requirements of these Contract Documents.
- B. Mechanical and electrical equipment which requires servicing during long term storage shall have complete manufacturer's instructions for servicing accompanying each item, with notice of enclosed instructions shown on exterior of package.
 - 1. Equipment shall not be shipped until approved by the County. The intent of this requirement is to reduce on-site storage time prior to installation and/or operation. Under no circumstances shall equipment be delivered to the site more than one month prior to installation without written authorization from the County.
 - 2. All equipment having moving parts such as gears, electric motors, etc. and/or instruments shall be stored in a temperature and humidity controlled building approved by the County until such time as the equipment is to be installed.
 - 3. All equipment shall be stored fully lubricated with oil, grease, etc. unless otherwise instructed by the manufacturer.
 - 4. Moving parts shall be rotated a minimum of once weekly to insure proper lubrication and to avoid metal-to-metal "welding". Upon installation of the equipment, the Contractor shall start the equipment, at least half load, once weekly for an adequate period of time to insure that the equipment does not deteriorate from lack of use.
 - 5. Lubricants shall be changed upon completion of installation and as frequently as

- required, thereafter during the period between installation and acceptance.
6. Prior to acceptance of the equipment, the Contractor shall have the manufacturer inspect the equipment and certify that its condition has not been detrimentally affected by the long storage period. Such certifications by the manufacturer shall be deemed to mean that the equipment is judged by the manufacturer to be in a condition equal to that of equipment that has been shipped, installed, tested and accepted in a minimum time period. As such, the manufacturer will guaranty the equipment equally in both instances. If such a certification is not given, the equipment shall be judged to be defective. It shall be removed and replaced at the Contractor's expense.

1.04 PROTECTION AFTER INSTALLATION

- A. Provide protection of installed products to prevent damage from subsequent operations. Remove when no longer needed, prior to completion of work.
- B. Control traffic to prevent damage to equipment and surfaces.
- C. Provide coverings to protect finished surfaces from damage.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

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 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 a reasonable time after receipt of such notice, the County shall make an inspection to determine the status of completion.
- C. Project record documents and operations and maintenance manuals must be submitted before the project shall be considered substantially complete.
- D. If the County determines that the work is not substantially complete:
1. The County 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 County.
 3. The County shall reinspect the work.
- E. When the County finds that the work is substantially complete:
1. The Engineer shall prepare and deliver to the County a tentative Certificate of Substantial Completion (Manatee County Project Management Form PMD-8) with a tentative list of the items to be completed or corrected before final payment.
 2. The Engineer shall consider any objections made by the County as provided in Conditions of the Contract. When the Engineer considers the work substantially complete, he will execute and deliver to the County a definite Certificate of Substantial Completion (Manatee County Project Management Form PMD-8) with a revised tentative list of items to be completed or corrected.

1.03 FINAL INSPECTION

- A. When the Contractor considered the work to be complete, he shall submit written certification stating that:
1. The Contract Documents have been reviewed.
 2. The work has been inspected for compliance with Contract Documents.
 3. The work has been completed in accordance with Contract Documents.
 4. The equipment and systems have been tested in the presence of the County's representative and are operational.
 5. The work is completed and ready for final inspection.

- B. The County shall make an inspection to verify the status of completion after receipt of such certification.
- C. If the County determines that the work is incomplete or defective:
 - 1. The County 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 second written certification to County that the work is complete.
 - 3. The County shall reinspect the work.
- D. Upon finding the work to be acceptable under the Contract Documents, the County shall request the Contractor to make closeout submittals.
- E. For each additional inspection beyond a total of three (3) inspections for substantial and final completion due to the incompleteness of the work, the Contractor shall reimburse the County's fees.

1.04 CONTRACTOR'S CLOSEOUT SUBMITTALS TO COUNTY

- A. Project Record Documents (prior to substantial completion).
- B. Operation and maintenance manuals (prior to substantial completion).
- C. Warranties and Bonds.
- D. Evidence of Payment and Release of Liens: In accordance with requirements of General and Supplementary Conditions.
- E. Certification letter from Florida Department of Transportation and Manatee County Department of Transportation, as applicable.
- F. Certificate of Insurance for Products and Completed Operations.
- G. Final Reconciliation, Warranty Period Declaration, and Contractor's Affidavit (Manatee County Project Management Form PMD-9).

1.05 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit a final statement of accounting to the County.
- B. Statement shall reflect all adjustments to the Contract Sum:
 - 1. The original Contract Sum.
 - 2. Additions and deductions resulting from:
 - a. Previous Change Orders
 - b. Unit Prices
 - c. Penalties and Bonuses
 - d. Deductions for Liquidated Damages
 - e. Other Adjustments
 - 3. Total Contract Sum, as adjusted.
 - 4. Previous payments.

5. Sum remaining due.

- C. Project Management shall prepare a final Change Order, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.06 FINAL APPLICATION FOR PAYMENT

Contractor shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01710 CLEANING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Execute cleaning during progress of the work and at completion of the work, as required by the General Conditions.

1.02 DISPOSAL REQUIREMENTS

Conduct cleaning and disposal operations to comply with all Federal, State and Local codes, ordinances, regulations and anti-pollution laws.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.
- B. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.
- C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 EXECUTION

3.01 DURING CONSTRUCTION

- A. Execute periodic cleaning to keep the work, the site and adjacent properties free from accumulation of waste materials, rubbish and wind-blown debris, resulting from construction operations.
- B. Provide on-site containers for the collection of waste materials, debris and rubbish.
- C. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

3.02 DUST CONTROL

- A. Clean interior spaces prior to the start of finish painting and continue cleaning on an as-needed basis until painting is finished.
- B. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly-coated surfaces.

3.03 FINAL CLEANING

- A. Employ skilled workmen for final cleaning.
- B. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.

- C. Prior to final completion or County occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces and all work areas to verify that the entire work is clean.

END OF SECTION

SECTION 01720 PROJECT RECORD DOCUMENTS

PART 1 STANDARDS

1.01 MINIMUM RECORD DRAWING STANDARDS FOR ALL RECORD DRAWINGS SUBMITTED TO MANATEE COUNTY

- A. Record drawings shall be submitted to at least the level of detail in the contract documents. It is anticipated that the original contract documents shall serve as at least a background for all record information. Original drawings in CAD format may be requested of the County.
- B. Drawings shall meet the criteria of paragraph 2.04 D below and as mentioned in Section 1.15 and/or 1.16 Record Drawings in the Manatee County Public Works Standards, Part I Utilities Standards Manual approved February 2020.

PART 2 STANDARDS

2.01 REQUIREMENTS INCLUDED

- A. Contractor shall maintain at the site for the County one record copy of:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. County's field orders or written instructions.
 - 6. Approved shop drawings, working drawings and samples.
 - 7. Field test records.
 - 8. Construction photographs.

2.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in Contractor's field office apart from documents used for construction.
 - 1. Provide files and racks for storage of documents.
 - 2. Provide locked cabinet or secure storage space for storage of samples.
- B. File documents and samples in accordance with CSI format.
- C. Maintain documents in a clean, dry, legible, condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by the County.

2.03 MARKING DEVICES

- A. Provide felt tip marking pens for recording information in the color code designated by the County.

2.04 RECORDING DRAWINGS PREPARATION

- A. Record information concurrently with construction progress.

B. Do not conceal any work until required information is recorded.

C. Drawings; Legibly mark to record actual construction:

1. All underground piping with elevations and dimensions. Changes to piping location. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements. Actual installed pipe material, class, etc. Locations of drainage ditches, swales, water lines and force mains shall be shown every 200 feet (measured along the centerline) or alternate lot lines, whichever is closer. Dimensions at these locations shall indicate distance from centerline of right-of-way to the facility.
2. Field changes of dimension and detail.
3. Changes made by Field Order or by Change Order.
4. Details not on original contract drawings.
5. Equipment and piping relocations.
6. Locations of all valves, fire hydrants, manholes, water and sewer services, water and force main fittings, underdrain cleanouts, catch basins, junction boxes and any other structures located in the right-of-way or easement, shall be located by elevation and by station and offset based on intersection P.I.'s and centerline of right-of-way. For facilities located on private roads, the dimensioning shall be from centerline of paving or another readily visible baseline.
7. Elevations shall be provided for all manhole rim and inverts; junction box rim and inverts; catch basin rim and inverts; and baffle, weir and invert elevations in control structures. Elevations shall also be provided at the PVI's and at every other lot line or 200 feet, whichever is less, of drainage swales and ditches. Bench marks and elevation datum shall be indicated.
8. Slopes for pipes and ditches shall be recalculated, based on actual field measured distances, elevations, pipe sizes, and type shown. Cross section of drainage ditches and swales shall be verified.
9. Centerline of roads shall be tied to right-of-way lines. Elevation of roadway centerline shall be given at PVI's and at all intersections.
10. Record drawings shall show bearings and distances for all right-of-way and easement lines, and property corners.
11. Sidewalks, fences and walls, if installed at the time of initial record drawing submittal, shall be located every 200 feet or alternate lot lines, whichever is closer. Dimensions shall include distance from the right-of-way line and the back of curb and lot line or easement line.
12. Sanitary sewer mainline wyes shall be located from the downstream manhole. These dimensions shall be provided by on-site inspections or televising of the sewer following installation.
13. Elevations shall be provided on the top of operating nuts for all water and force main valves.
14. Allowable tolerance shall be ± 6.0 inches for horizontal dimensions. Vertical dimensions such as the difference in elevations between manhole inverts shall have an allowable tolerance of $\pm 1/8$ inch per 50 feet (or part thereof) of horizontal distance up to a maximum tolerance of ± 2 inch.
15. Properly prepared record drawings on mylar, together with two copies, shall be certified by a design professional (Engineer and/or Surveyor registered in the State of Florida), employed by the Contractor, and submitted to the County.

D. Specifications and Addenda; Legibly mark each Section to record:

1. Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.
 2. Changes made by field order or by change order.
- E. Shop Drawings (after final review and approval):
1. Five sets of record drawings for each process equipment, piping, electrical system and instrumentation system.

2.05 SUBMITTAL

- A. Prior to substantial completion and prior to starting the bacteria testing of water lines, deliver signed and sealed Record Documents and Record Drawings to the County. These will be reviewed and verified by the inspector. If there are any required changes or additions, these shall be completed and the entire signed and sealed set resubmitted prior to final pay application.
- B. The Contractor shall employ a Professional Engineer or Surveyor registered in the State of Florida to verify survey data and properly prepare record drawings. Record drawings shall be certified by the professional(s) (Engineer or Surveyor licensed in Florida), as stipulated by the Land Development Ordinance and submitted on signed and sealed paper drawings, signed and dated mylar drawings together with an AutoCAD version on a recordable compact disk (CD).
- C. The CD shall contain media in AutoCad Version 2020 or later, or in any other CAD program compatible with AutoCad 2020 in DWG or DXF form. All fonts, line types, shape files, external references, or other pertinent information used in the drawing and not normally included in AutoCad shall be included on the media with a text file or attached noted as to its relevance and use.
- D. Accompany submittal with transmittal letter, containing:
1. Date.
 2. Project title and number.
 3. Contractor's name and address.
 4. Title and number of each Record Document.
 5. Signature of Contractor or his authorized representative.

Note: The data required to properly prepare these record drawings shall be obtained at the site, at no cost to the County by the responsible design professional or his/her duly appointed representative. The appointed representative shall be a qualified employee of the responsible design professional or a qualified inspector retained by the responsible design professional on a project-by-project basis.

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01730 OPERATING AND MAINTENANCE DATA

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Compile product data and related information appropriate for County's maintenance and operation of products furnished under Contract.

Prepare operating and maintenance data as specified in this and as referenced in other pertinent sections of Specifications.

- B. Instruct County's personnel in maintenance of products and equipment and systems.
- C. Provide three (3) sets of operating and maintenance manuals for each piece of equipment provided within this Contract.

1.02 FORM OF SUBMITTALS

- A. Prepare data in form of an instructional manual for use by County's personnel.

- B. Format:

1. Size: 8-1/2 inch x 11 inch
2. Paper: 20 pound minimum, white, for typed pages
3. Text: Manufacturer's printed data or neatly typewritten
4. Drawings:
 - a. Provide reinforced punched binder tab, bind in with text.
 - b. Fold larger drawings to size of text pages.
5. Provide fly-leaf for each separate product or each piece of operating equipment.
 - a. Provide typed description of product and major component parts of equipment.
 - b. Provide indexed tabs.
6. Cover: Identify each volume with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS". List:
 - a. Title of Project.
 - b. Identity of separate structures as applicable.
 - c. Identity of general subject matter covered in the manual.

- C. Binders:

1. Commercial quality three-ring binders with durable and cleanable plastic covers.
2. Maximum ring size: 1 inch.
3. When multiple binders are used, correlate the data into related consistent groupings.

1.03 MANUAL FOR EQUIPMENT AND SYSTEMS

- A. Submit three copies of complete manual in final form.

- B. Content for each unit of equipment and system, as appropriate:

1. Description of unit and component parts.
 - a. Function, normal operating characteristics and limiting conditions.

- b. Performance curves, engineering data and tests.
- c. Complete nomenclature and commercial number of replaceable parts.
- 2. Operating Procedures:
 - a. Start-up, break-in, routine and normal operating instructions.
 - b. Regulation, control, stopping, shut-down and emergency instructions.
 - c. Summer and winter operating instructions.
 - d. Special operating instructions.
- 3. Maintenance Procedures:
 - a. Routine operations.
 - b. Guide to "trouble-shooting".
 - c. Disassembly, repair and reassembly.
 - d. Alignment, adjusting and checking.
- 4. Servicing and lubricating schedule.
 - a. List of lubricants required.
- 5. Manufacturer's printed operating and maintenance instructions.
- 6. Description of sequence of operation by control manufacturer.
- 7. Original manufacturer's parts list, illustrations, assembly drawings and diagrams required for maintenance.
 - a. List of predicted parts subject to wear.
 - b. Items recommended to be stocked as spare parts.
- 8. As installed control diagrams by controls manufacturer.
- 9. Each contractor's coordination drawings.
 - a. As installed color coded piping diagrams.
- 10. Charts of valve tag numbers, with location and function of each valve.
- 11. List of original manufacturer's spare parts, manufacturer's current prices and recommended quantities to be maintained in storage.
- 12. Other data as required under pertinent sections of specifications.

C. Content, for each electric and electronic system, as appropriate:

- 1. Description of system and component parts.
 - a. Function, normal operating characteristics and limiting conditions.
 - b. Performance curves, engineering data and tests.
 - c. Complete nomenclature and commercial number of replaceable parts.
- 2. Circuit directories of panelboards.
 - a. Electrical service.
 - b. Controls.
 - c. Communications.
- 3. As-installed color coded wiring diagrams.
- 4. Operating procedures:
 - a. Routine and normal operating instructions.
 - b. Sequences required.
 - c. Special operating instructions.
- 5. Maintenance procedures:
 - a. Routine operations.
 - b. Guide to "trouble-shooting".
 - c. Disassembly, repair and reassembly.
 - d. Adjustment and checking.
- 6. Manufacturer's printed operating and maintenance instructions.
- 7. List of original manufacturer's spare parts, manufacturer's current prices and recommended quantities to be maintained in storage.
- 8. Prepare and include additional data when the need for such data becomes apparent during instruction of County's personnel.

- D. Prepare and include additional data when the need for such data becomes apparent during instruction on County's personnel.
- E. Additional requirements for operating and maintenance data: Respective sections of Specifications.

1.04 SUBMITTAL SCHEDULE

- A. Submit one copy of completed data in final form fifteen days prior to substantial completion.
 - 1. Copy will be returned after substantial completion, with comments (if any).
- B. Submit two copies of approved data in final form. Final acceptance will not be provided until the completed manual is received and approved.

1.05 INSTRUCTION OF COUNTY'S PERSONNEL

- A. Prior to final inspection or acceptance, fully instruct County's designated operating and maintenance personnel in operation, adjustment and maintenance of products, equipment and systems.
- B. Operating and maintenance manual shall constitute the basis of instruction.
 - 1. Review contents of manual with personnel in full detail to explain all aspects of operations and maintenance.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

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 County for review and transmittal.

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 County'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:
 - a. Title of Project.
 - b. 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.
- B. For items of work, where acceptance is delayed materially beyond date of substantial completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

1.05 SUBMITTALS REQUIRED

- A. Submit warranties, bonds, service and maintenance contracts as specified in respective sections of Specifications.
- B. Approval by the County of all documents required under this section is a pre-requisite to requesting a final inspection and final payment

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

DIVISION 2 SITE WORK

SECTION 02064 MODIFICATIONS TO EXISTING STRUCTURES, PIPING AND EQUIPMENT

PART 1 GENERAL

1.01 SCOPE OF WORK

Furnish all labor, materials, equipment and incidentals required to modify, alter and/or convert existing structures as shown or specified and as required for the installation of piping, mechanical equipment and appurtenances. Existing piping and equipment shall be removed and dismantled as necessary for the performance of facility alterations in accordance with the requirements herein specified.

PART 2 PRODUCTS

- A. Epoxy mortar shall be fiberglass fiber mixed with an epoxy filler.
- B. Non-shrink grout shall be a sand-cement, non-metallic formulation, having a 28-day strength of 4,000 psi and 0.0 percent shrinkage per ASTM C1090.
- C. Liners to be installed in existing manholes and wetwells shall be spray-applied, monolithic, reinforced urethane resin. Urethane resin-based manhole liner material shall be resistant to hydrogen sulfide gas, and other common contents found in a sanitary sewer environment.
- D. Approved spray liners can be found in the Utility Approved Product List approved on Feb 2020.

PART 3 EXECUTION

3.01 GENERAL

- A. Cut, repair, reuse, excavate, demolish or otherwise remove parts of the existing structures or appurtenances, as indicated on the construction drawings, or as necessary to complete the work as required. Dispose of surplus materials resulting from the above work in an approved manner. The work shall include all necessary cutting and bending of reinforcing steel, structural steel, or miscellaneous metal work found embedded in the existing structures.
- B. Dismantle and remove all existing equipment, piping, and other appurtenances required for the completion of the work. Where called for or required, cut existing pipelines for the purpose of making connections thereto.
- C. Anchor bolts for equipment and structural steel to be removed shall be cut off one inch below the concrete surface. Surfaces shall then be refinished using non-shrink grout or epoxy mortar or as indicated on the construction drawings. Repairs to the interior surfaces of existing concrete structures in sanitary sewers shall be made with epoxy mortar. Repairs to be made on other existing concrete surfaces using non-shrink grout shall be made using a bonding agent such as Acrylbond by Concrete Producers Solutions or an equal approved by the County. Remove all dirt, curing compounds, sealers, paint, rust or other foreign material, and etch with muriatic acid solution. Flush with clean water and while still damp,

apply a coating of the bonding agent. Place the new grout patch onto the treated area immediately.

- D. At the time that a new connection is made to an existing pipeline, additional new piping, extending to and including a new valve, shall be installed. Pipe restraint devices, if required, shall also be installed as required. At the time when a new potable or reclaimed water service is installed, a pipe locator tracer wire shall be installed and connected to the tracer wire at the main.
- E. No existing structure, equipment, or appurtenance shall be shifted, cut, removed, or otherwise altered except with the express approval of and only to the extent approved by the County. All existing valve boxes, fire hydrants, air release valve cabinets, and manholes shall be relocated to meet the new finished grade elevations after construction.
- F. When removing materials or portions of existing utility pipelines or structures or when making openings in walls and partitions, take all precautions and use all necessary barriers and other protective devices so as not to damage the structures beyond the limits necessary for the new work, and not to damage the structures or contents by falling or flying debris. Unless otherwise approved by the County, saw-cutting, rotary core-boring, or line drilling will be required in removing material from existing concrete structures or pipes.
- G. Materials and equipment removed in the course of making alterations and additions shall remain the property of the County, except that items not salvageable, as determined by the County, shall be disposed of off the work site.
- H. All alterations to existing utility pipes and structures shall be done at such time and in such a manner as to comply with the approved time schedule. Before any part of the work is started, all tools, equipment, and materials shall be assembled and made ready so that the work can be completed without delays.
- I. All cutting of existing concrete or other material to provide suitable bonding to new work shall be done in a manner to meet the requirements of the respective section of these Standards covering the new work. When not covered, the work shall be carried on in the manner and to the extent directed by the County or per the construction drawings.
- J. Surfaces of seals visible in the completed work shall be made to match as nearly as possible the adjacent surfaces.
- K. Non-shrink cementitious grout shall be used for setting wall castings, sleeves, leveling pump bases, doweling anchors into existing concrete and elsewhere as shown on the construction drawings. The surface to which grout is to be applied shall be wetted to facilitate good bonding.
- L. Where necessary or required for the purpose of making connections; cut existing pipelines in a manner to provide an approved joint. Where required, use flanges, couplings, or adapters, all as required.
- M. Provide flumes, hoses, piping, pumps and well points, and other related items to divert or provide suitable plugs, bulkheads, or other means to hold back the flow of water or other liquids, all as required in the performance of the work.
- N. Care shall be taken not to damage any part of existing buildings or foundations or outside structures.

- O. Prior to entering confined spaces in sanitary sewer structures, conduct an evaluation of the atmosphere within, in accordance with local, state, and federal regulations. Provide ventilation equipment and other equipment as required to assure safe working conditions.

3.02 CONNECTING TO EXISTING PIPING AND EQUIPMENT

The Contractor shall verify exact location, material, alignment, joint, etc. of existing piping and equipment prior to making the connections called out in the Drawings. The verifications shall be performed with adequate time to correct any potential alignment or other problems prior to the actual time of connection. A County Inspector must be present for all tie-ins for a visual inspection.

3.03 REMOVAL AND ABANDONMENT OF ASBESTOS CEMENT PIPE AND APPURTENANCES

- A. All work associated with the removal or abandonment of existing asbestos cement pipe and appurtenances shall be performed by a licensed asbestos removal Contractor registered in the State of Florida.
- B. The asbestos Contractor shall contact the appropriate regulatory agencies prior to removal or abandonment of any asbestos material and shall obtain all required permits and licenses and issue all required notices. The cost for all fees associated with permits, licenses and notices to the governing regulatory agencies shall be borne by the asbestos Contractor.
- C. All work associated with removal or abandonment of asbestos cement pipe and appurtenances shall be performed in accordance with the standards listed below and all other applicable local, State, or Federal standards.

- (1) Florida Administrative Code, Chapter 62-257, ASBESTOS PROGRAM
- (2) Title 40 CFR, Part 61, Subpart M, NATIONAL EMISSION STANDARD FOR ASBESTOS
- (3) Occupational Safety and Health Act, Title 29 CFR
- (4) Title 40 CFR, Part 763, ASBESTOS
- (5) Florida Statute Title XXXII, Chapter 469, ASBESTOS ABATEMENT

- D. All asbestos cement pipe sections indicated on the construction drawings to be removed, and all related tees, valves, fittings and appurtenances shall be removed in their entirety and disposed of by the asbestos Contractor in accordance with this Section. Asbestos cement nipples between tees and valves shall be replaced. After removal of the pipelines, all excavations shall be backfilled in accordance with the applicable provisions of the Trenching and Excavation Section of these Standards. The cost of disposing of the removed materials shall be borne by the asbestos Contractor.
- E. The cutting of existing asbestos-cement (A/C, a.k.a. "Transite") pipe shall be by hand tools only. No powered machine cutting is allowed. Removal of all fragments of pipe shall be double bagged prior to shipment. Longer sections of pipe removed may be shipped without double bagging. An asbestos manifest form must accompany each shipment of such pipe or pipe material waste to the Manatee County Lena Road Landfill. Prior to each shipment, a minimum of 24 hours notice to the Landfill field office (telephone (941) 748-5543) is required.

3.04 IN-PLACE GROUTING OF EXISTING PIPE

- A. Where water and wastewater utility pipes are to be abandoned in place, they shall be filled with a nonshrinking sand-cement grout. When such pipes are made of asbestos-cement materials, the abandonment activities shall be performed by a licensed asbestos Contractor. It is completely the Contractor's responsibility to obtain all regulatory clearances and provide documentation in cases where they have determined that an asbestos-cement pipe abandonment activity by in-place grouting does not require a licensed asbestos Contractor.
- B. The ends of the pipe sections to be grout-filled shall be capped or plugged with suitable pipe fittings. The grout material shall be of suitable properties and the pumping pressure shall be such that the pipe sections are filled completely with grout. All above ground features shall be removed: hydrants, meters, valve & meter boxes, pads, vaults, etc. Existing tees, crosses, and valves left in service shall be plugged and restrained.
- C. The County shall be given timely notice so that the County's representative may be present to monitor all pipe grouting operations. Provide standpipes and/or additional means of visual inspection as required to determine if adequate grout material has filled the entire pipe sections.
- D. All tees, crosses, and valves left in service shall be plugged and restrained.

3.05 SPRAY-APPLIED LINERS

- A. Use a high-pressure water spray to remove all foreign material from the walls and bench of the structure. Loose or protruding masonry materials shall be removed using a hammer and chisel. Fill any voids, holes or cracks using a hand trowel with epoxy mortar to form a uniform surface. Place covers over all pipe openings to prevent extraneous material from entering the pipes. Block or divert sewer flow from entering the structure. Any infiltration leaks shall be stopped by using such methods as approved by the County.
- B. The liner material shall be sprayed onto the invert, bench and wall areas. The sprayed-on material shall be applied such that the entire structure is lined with a structurally enhanced monolithic liner. The thickness of the wall liner material shall be such that it will withstand the hydraulic load generated by the surrounding groundwater table, using a factor of safety of two, and using the assumption that the groundwater table is at the level of the top of the structure. The invert and bench liner material shall be the same thickness as that required for the base of the wall.
- C. Special care shall be used to provide a smooth transition between the intersecting pipelines and the manhole inverts such that flow is not impaired. Remove concrete material from the existing manhole base channel in depth to the required thickness of the new liner material.
- D. No active sewer flow shall be allowed in the newly lined structure, nor shall any vacuum tests be performed, until the liner material has had adequate time to cure, as recommended by the liner material manufacturer.
- E. Install the coating systems per manufacturer's recommendation and completely protect the structure from corrosion. The liner or coating systems must extend and seal onto manhole ring, onto and around pipe openings and any other protrusions, and completely cover the bench and flow invert. Provide a five (5)-year unlimited warranty on all workmanship and products. The work includes the surface preparation and application of the coating or liner system, and shall protect the structure for at least five (5) years from all leaks and from failure due to corrosion from exposure to corrosive gases such as hydrogen sulfide.

3.06

CONNECTION TO EXSTING MANHOLE

- A. Where required or as indicated on the construction drawings, make connection of new pipelines to existing manhole structures. If pipe stub-outs of the correct size and position are not available, make connections by removing a portion of the manhole wall by mechanical rotary core boring. The connection between pipe and concrete manhole shall be complete with resilient seals meeting the requirements of ASTM C923.
- B. A new channel shall be formed in the manhole base by removing and reforming or by providing new concrete to convey the new flow into the existing channel in accordance with the standard requirements for new sewer manhole structures. Flow direction shall not change by more than 90 degrees within the manhole base.
- C. Repair internal coating of existing manholes cored during connection of new sewers by applying approved coating material as listed above in accordance with the manufacturer's recommendations. If existing manhole has an internal coating other than that listed above, sandblast the interior of the existing manhole and apply an approved coating in accordance with the manufacturer's recommendations.
- D. When connecting a force main to an existing manhole, the force main termination manhole and the next two manholes downstream shall be rehabilitated and lined with a currently approved liner. If the existing manholes are lined with a non-conforming liner according to Part 2.D above, the existing liner shall be removed and replaced, unless otherwise noted on the plans or with written approval by the County.

END OF SECTION

SECTION 02100 SITE PREPARATION

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. This Section covers clearing, grubbing and stripping of the project site and/or along the pipeline route.
- B. The Contractor shall clear and grub all of the area within the limits of construction or as required, which includes, but is not limited to utility easements. The width of the area to be cleared shall be reviewed by the County prior to the beginning of any clearing.
- C. The Contractor's attention is directed to any Soil Erosion and Sediment Control Ordinances in force in Manatee County. The Contractor shall comply with all applicable sections of these ordinances.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 CLEARING

The surface of the ground, for the area to be cleared and grubbed shall be completely cleared of all timber, brush, stumps, roots, grass, weeds, rubbish and all other objectionable obstructions resting on or protruding through the surface of the ground. However, trees shall be preserved as hereinafter specified unless otherwise designated by the County. Clearing operations shall be conducted so as to prevent damage to existing structures and installations and to those under construction, so as to provide for the safety of employees and others. Soil erosion control devices such as hay bales and silt fences shall be installed to satisfy all Federal, State and County requirements.

3.02 GRUBBING

Grubbing shall consist of the complete removal of all stumps, roots larger than 1-1/2 inches in diameter, matted roots, brush, timber, logs and any other organic or metallic debris not suitable for foundation purposes, resting on, under or protruding through the surface of the ground to a depth of 18 inches below the subgrade. All depressions excavated below the original ground surface for or by the removal of such objects, shall be refilled with suitable materials and compacted to a density conforming to the surrounding ground surface.

3.03 STRIPPING

In areas so designated, topsoil shall be stockpiled. Topsoil so stockpiled shall be protected until it is placed as specified. The County shall have the option to receive all excess topsoil materials. The Contractor shall pay all equipment and labor cost to deliver excess top soil material to a remote site chosen by the County within a five mile radius of the construction site. Should County not choose to receive any or all excess topsoil materials, the Contractor shall dispose of said material at no additional cost to County.

3.04 DISPOSAL OF CLEARED AND GRUBBED MATERIAL

The Contractor shall dispose of all material and debris from the clearing and grubbing

operation by hauling such material and debris off site. The cost of disposal (including hauling) of cleared and grubbed material and debris shall be considered a subsidiary obligation of the Contractor; the cost of which shall be included in the prices bid for the various classes of work.

3.05 PRESERVATION OF TREES

Those trees which are not designated for removal by the County shall be carefully protected from damage. The Contractor shall erect such barricades, guards and enclosures as may be considered necessary by him for the protection of the trees during all construction operation.

3.06 PRESERVATION OF DEVELOPED PRIVATE PROPERTY

- A. The Contractor shall exercise extreme care to avoid unnecessary disturbance of developed private property adjacent to proposed project site. Trees, shrubbery, gardens, lawns and other landscaping, which are not designated by the County to be removed, shall be replaced and replanted to restore the construction easement to the condition existing prior to construction.
- B. All soil preservation procedures and replanting operations shall be under the supervision of a nursery representative experienced in such operations.
- C. Improvements to the land such as fences, walls, outbuildings and other structures which of necessity must be removed, shall be replaced with equal quality materials and workmanship.
- D. The Contractor shall clean up the construction site across developed private property directly after construction is completed upon approval of the County.

3.07 PRESERVATION OF PUBLIC PROPERTY

The appropriate paragraphs of these Specifications shall apply to the preservation and restoration of public lands, parks, rights-of-way, easements and all other damaged areas. This includes, but is not limited to the trimming of trees damaged by contractor's equipment.

END OF SECTION

SECTION 02220 EXCAVATION, BACKFILL, FILL AND GRADING FOR STRUCTURES

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Structural excavation shall consist of the removal of material for the construction of foundations for structures and other excavation designated on the drawings or in these specifications.
- B. Structural excavation and backfill shall consist of furnishing material, if necessary and placing and compacting backfill material around structures to the lines and grades designated on the drawings, as specified or directed by the County.
- C. Structural excavation and backfill shall include the furnishing of all materials, equipment and other facilities which may be necessary to perform the excavations, place and compact the backfill, install sheeting and bracing, and carry out any necessary dewatering. It shall also include the wasting or disposal of surplus excavated material in a manner and in locations approved by the County.
- D. The Contractor is responsible for the protection of every tree which is scheduled to remain in the project area. This includes trees which may or may not be shown on the plans. Every tree shall be adequately protected in place at no additional cost to the County. This includes, but is not limited to, protecting the root systems and adjusting grades as necessary for tree/root protection.

1.02 QUALITY ASSURANCE

- A. Testing Agency:
 - 1. In place soil compaction tests shall be performed by a qualified testing laboratory.
 - 2. Compaction tests shall be taken every 500 feet, except in the road crossings or road shoulders. Tests are to be taken according to current FDOT Standards.
- B. Reference Standards:
 - 1. American Society for Testing and Materials (ASTM):
 - a. ASTM D1557, Moisture-Density Relations of Soils Using 10-lb. (4.5-kg) Rammer and 18-in. (457-mm) Drop.

1.03 JOB CONDITIONS

- A. The Contractor shall provide, operate and maintain all necessary pumps, discharge lines, well points, etc., in sufficient number and capacity to keep all excavation, bases, pits, etc., free from seepage, standing or running water at all times throughout the period of construction.
- B. The Contractor shall assume all responsibility for the security of the excavation required, employing bracing, lining or other accepted means necessary to accomplish same.
- C. Excavated areas shall be cleared of all debris, water, slush, muck, clay and soft or loose earth and shall be conditioned to the entire satisfaction of the County.

- D. All excavated material unsuitable for use or which will not be used shall be disposed of in a manner consistent with State and County regulation.
- E. All unsuitable organic materials, roots, logs, etc., found during excavation shall be removed by the Contractor and the trench shall be refilled with suitable material.

PART 2 PRODUCTS

2.01 MATERIAL FOR CONTROLLED FILL

- A. Composition: Only approved material free from organic matter and lumps of clay, shall be used for backfill. Excavated earth free from debris or organic material may be used for backfilling foundations or fill.
- B. Crushed stone and shell shall meet or exceed current FDOT Standards.

2.02 UNSUITABLE MATERIAL

Unsuitable material shall be defined as highly organic soil per ASTM D2487 Group PT. This includes, but is not limited to, such items as topsoil, roots, vegetable matter, trash, debris, and clays that cannot be dried sufficiently to obtain specified compaction.

PART 3 EXECUTION

3.01 INSPECTION

- A. The Contractor shall verify that work preceding the affected work of this Section has been satisfactorily completed.
- B. Conditions adversely affecting the work of this Section shall be corrected to the satisfaction of the County.

3.02 REMOVAL OF UNSUITABLE MATERIALS

- A. The Contractor shall remove unsuitable material from within the limits of the Work.
- B. Materials meeting requirements for controlled fill shall be stockpiled as necessary and in such a manner satisfactory to the County.
- C. All material excavated shall be placed so as to minimize interference with public travel and to permit proper access for inspection of the work.

3.03 EXCAVATION

- A. When concrete or shell subbase footing is to rest on an excavated surface, care shall be taken not to disturb the natural soil. Final removal and replacement of the foundation material and subbase compaction to grade shall not be made until just before the concrete or masonry is placed.
- B. When any structural excavation is completed, the Contractor shall notify the County who will make an inspection of the excavation. No concrete or masonry shall be placed until the excavation has been approved by the County.

- C. The elevations of the footing bottom and the base slab as shown on the Drawings, shall be considered as approximate and the County may order in writing, such changes in dimensions or elevations of the footings and slab base as necessary to secure satisfactory foundations.
- D. All excavation shall be made within an area bounded by lines five feet outside and parallel to the exterior walls of the structure to allow for correct forming, shoring and inspection of foundation work. Pouring of concrete against earth side walls shall not be permitted.
- E. If the ground is excavated below the grade called for by the Drawings or becomes unstable due to the Contractor's carelessness or operations, the ground shall be excavated to undisturbed native soil before continuing concreting operations.
- F. If in the opinion of the County, the material at or below the normal grade of the bottom of the trench is unsuitable for pipe or structure foundation, it shall be removed to the depth directed by the County and if so directed, replaced by crushed stone or washed shell.

3.04 STRUCTURAL BACKFILL

- A. Structural backfill shall not be placed until the footings or other portions of the structure or facility have been inspected by the County and approved for backfilling.
- B. A minimum of 1-1/2" layer of lean concrete shall be placed as a working mat for the concrete base slabs and footings if required by the County.
- C. Fill shall be placed in uniform layers not more than 12" thick and compacted to a minimum of 98 percent of the maximum density determined by ASTM D1557, Method A or C, or as directed by the County. The Contractor shall securely tamp the backfill with pneumatic rammer around all wall foundations. The method of compaction shall be satisfactory to the County.
- D. Compaction of structural backfill by ponding and jetting may be permitted when, as determined by the County: the backfill material is of such character that it will be self-draining when compacted; foundation materials will not soften or be otherwise damaged by the applied water; no damage from hydrostatic pressure will result to the structure. Ponding and jetting within two feet below finished subgrade shall not be permitted in roadway areas. At the discretion of the County, ponding and jetting may be permitted with compaction layers not to exceed four feet.
- E. Surplus material not used on-site shall be removed and disposed of off-site by the Contractor. In no case shall surplus material be deposited on adjacent lands. Fill used for grading shall be placed in layers not to exceed 12 inches in thickness and shall be compacted to a density equal or greater to that of the surrounding natural ground.

3.05 BACKFILLING AROUND STRUCTURES

- A. Common fill and structural fill are specified for use as backfill against the exterior walls of the structures. Fill shall be placed in layers having a maximum thickness of eight (8) inches in loose state and shall be compacted sufficiently to prevent settlement. If compaction is by rolling or ramming, material shall be wetted down as required. Where material can be suitably compacted by jetting or puddling, the Contractor may use one of these methods. No boulders shall be allowed to roll down the slopes and hit the walls.

- B. Backfilling shall be carried up evenly on all walls of an individual structure simultaneously. A variation of two (2) feet in elevation will be the maximum allowable. No backfill shall be allowed against walls until the walls and their supporting slabs, if applicable, have attained sufficient strength. Backfilling shall be subjected to approval by the County.
- C. In locations where pipes pass through building walls, the Contractor shall take the following precautions to consolidate the refill up to an elevation of at least one foot above the bottom of the pipes:
 - 1. Place structural fill in such areas for a distance of not less than three feet either side of the center line of the pipe in level layers not exceeding 6-inches in depth.
 - 2. Wet each layer to the extent directed and thoroughly compact each layer with a power tamper to the satisfaction of the County.
 - 3. Structural fill shall be of the quality specified under Part 2 of this Section.
- D. The surface of filled areas shall be graded to smooth true lines, strictly conforming to grades indicated on the grading plan. No soft spots or uncompacted areas shall be allowed in the work.
- E. Temporary bracing shall be provided as required during construction of all structures to protect partially completed structures against all construction loads, hydraulic pressure and earth pressure. The bracing shall be capable of resisting all loads applied to the walls as a result of backfilling.

3.06 FIELD QUALITY CONTROL

- A. The density of soil in place shall be a minimum of 95 percent in accordance with ASTM test 1557-70T, Method A or C.

END OF SECTION

SECTION 02221 TRENCHING, BEDDING AND BACKFILL FOR PIPE

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. The Contractor shall furnish all labor, materials, equipment and incidentals necessary to perform all dewatering, excavation, backfill, fill, grading, trench protection or other related work required to complete the piping work shown on the Drawings and specified herein. The work shall include, but not be limited to: vaults; duct conduit; pipe; roadways and paving; backfilling; required fill or borrow operations; grading; disposal of surplus and unsuitable materials; and all related work such as sheeting, bracing and dewatering.
- B. Prior to commencing work, the Contractor shall examine the site and review test borings if available, or undertake his own subsurface investigations and take into consideration all conditions that may affect his work.
- C. The Contractor is responsible for the protection of every tree which is scheduled to remain in the project area. This includes trees which may or may not be shown on the plans. Every tree shall be adequately protected in place at no additional cost to the County. This includes, but is not limited to protecting the root systems and adjusting grades as necessary for tree/root protection.

1.02 PROTECTION

- A. Sheeting and Bracing in Excavations:
 - 1. In connection with construction of underground structures, the Contractor shall properly construct and maintain cofferdams. These shall consist of: sheeting and bracing as required to support the sides of excavations, to prevent any movement which could in any way diminish the width of the excavation below that necessary for proper construction and to protect adjacent structures, existing yard pipe and/or foundation material from disturbance, undermining, or other damage. Care shall be taken to prevent voids outside of the sheeting, but if voids are formed, they shall be immediately filled and rammed.
 - 2. Trench sheeting for pipes: no sheeting is to be withdrawn if driven below, mid-diameter of any pipe and no wood sheeting shall be cut off at a level lower than one foot above the top of any pipe unless otherwise directed by the County. During the progress of the work, the County may direct the Contractor in writing to leave additional wood sheeting in place. If steel sheeting is used for trench sheeting, removal shall be as specified above, unless written approval is given for an alternate method of removal.
 - 3. All sheeting and bracing not left in place shall be carefully removed in such a manner as not to endanger the construction or other structures, utilities, existing piping, or property. Unless otherwise approved or indicated on the Drawings or in the Specification, all sheeting and bracing shall be removed after completion of the piping or structure, care being taken not to disturb or otherwise injure the pipeline or finished masonry. All voids left or caused by withdrawal of sheeting shall be immediately refilled with sand by ramming with tools specifically made for that purpose, by watering, or as may otherwise be directed.

4. The Contractor shall construct, to the extent he deems it desirable for his method of operation, the cofferdams and sheeting outside the neat lines of the pipeline trench or foundation unless otherwise indicated on the Drawings or directed by the County. Sheeting shall be plumb and securely braced and tied in position. Sheeting, bracing and cofferdams shall be adequate to withstand all pressures to which the pipeline or structure will be subjected. Pumping, bracing and other work within the cofferdam shall be done in a manner to avoid disturbing any construction of the pipeline or the enclosed masonry. Any movement or bulging which may occur shall be corrected by the Contractor at his own expense so as to provide the necessary clearances and dimensions.
5. Drawings of the cofferdams and design computations shall be submitted to the County and approved prior to any construction. However, approval of these drawings shall not relieve the Contractor of the responsibility for the cofferdams. The drawings and computations shall be prepared and stamped by a Registered Professional Engineer in the State of Florida and shall be in sufficient detail to disclose the method of operation for each of the various stages of construction, if required, for the completion of the pipeline and substructures.

B. Dewatering, Drainage and Flotation

1. The Contractor shall construct and place all pipelines, concrete work, structural fill, bedding rock and limerock base course, in-the-dry. In addition, the Contractor shall make the final 24" of excavation for this work in-the-dry and not until the water level is a minimum of 18 below proposed bottom of excavation.
2. The Contractor shall, at all times during construction, provide and maintain proper equipment and facilities to remove promptly and dispose of properly all water entering excavation and keep such excavations dry so as to obtain a satisfactory undisturbed subgrade foundation condition until the fill, structure, or pipes to be built thereon have been completed to such extent that they will not be floated or otherwise damaged by allowing water levels to return to natural elevations. At all times during the construction operations, the groundwater levels shall be maintained at an elevation 18 inches below the lowest level where structures are being installed.
3. Dewatering shall at all times be conducted in such a manner as to preserve the natural undisturbed bearing capacity of the subgrade soils at proposed bottom of excavation.
4. Wellpoints may be required for dewatering the soil prior to final excavation for deeper in-ground structures or piping and for maintaining the lowered groundwater level until construction has been completed to avoid the structure, pipeline, or fill from becoming floated or otherwise damaged. Wellpoints shall be surrounded by suitable filter sand and no fines shall be removed by pumping. Pumping from wellpoints shall be continuous and standby pumps shall be provided.
5. The Contractor shall furnish all materials and equipment to perform all work required to install and maintain the proposed drainage systems for handling groundwater and surface water encountered during construction of structures, pipelines and compacted fills.
6. Where required, the Contractor shall provide a minimum of two operating groundwater observation wells at each structure to determine the water level during

construction of the pipeline or structure. Locations of the observation wells shall be at structures and along pipelines as approved by the County prior to their installation. The observation wells shall be extended to 6 inches above finished grade, capped with screw-on caps protected by 24" x 24" wide concrete base and left in place at the completion of this Project.

7. Prior to excavation, the Contractor shall submit his proposed method of dewatering and maintaining dry conditions to the County for approval. Such approval shall not relieve the Contractor of the responsibility for the satisfactory performance of the system. The Contractor shall be responsible for correcting any disturbance of natural bearing soils for damage to pipeline or structures caused by an inadequate dewatering system or by interruption of the continuous operation of the system as specified.
8. As part of his request for approval of a dewatering system, the Contractor shall demonstrate the adequacy of the proposed system and wellpoint filter sand by means of a test installation. Discharge water shall be clear, with no visible soil particles in a one quart sample. Discharge water shall not flow directly into wetlands or Waters of the State as defined by FDEP and SWFWMD.
9. During backfilling and construction, water levels shall be measured in observation wells located as directed by the County.
10. Continuous pumping will be required as long as water levels are required to be below natural levels.

PART 2 PRODUCTS

2.01 MATERIALS

A. General

1. Materials for use as fill and backfill shall be described below and shall be from an FDOT certified pit. For each material, the Contractor shall notify the County of the source of the material and shall furnish the County, for approval, a representative sample weighing approximately 50 pounds, at least ten calendar days prior to the date of anticipated use of such material.
2. Additional materials shall be furnished as required from off-site sources and hauled to the site.

B. Bedding - shall conform to FDOT Standard Specifications for Road and Bridge Construction, Section 901 Coarse Aggregate, and shall be either coarse aggregate of Size No. 57 or coarse sand of Size No. 9. Washed shell size No.57 may be used as an alternate bedding material.

C. Structural Fill

1. Structural fill in trenches shall be used below spread footing foundations, slab-on-grade floors and other structures as backfill within three feet of the below grade portions of structures.

2. Shall be either soil classification A-1, A-2 or A-3, per AASHTO M-145, and shall be free of organic matter, lumps of clay or marl, muck, compressible materials, and rock exceeding 2.5 inches in diameter. Broken concrete, masonry, rubble or other similar materials shall not be used as backfill. Minimum acceptable density shall be 98 percent of the maximum density as determined by AASHTO T-180.
- D. Selected Common Fill - shall have the same material classification and requirements as Structural Fill, as described above.
- E. Common Fill
1. Shall be either soil classification A-1, A-2, A-3, A-4, A-5 or A-6, per AASHTO M-145, and shall be free of organic matter, lumps of clay or marl, muck, compressible materials and rock exceeding 2.5 inches in diameter. Broken concrete, masonry, rubble or other similar materials shall not be used as backfill.
 2. Material falling within the above specification, encountered during the excavation, may be stored in segregated stockpiles for reuse. All material which, in the opinion of the County, is not suitable for reuse shall be spoiled as specified herein for disposal of unsuitable materials by the Contractor.
- E. Unsuitable Material - soil classification A-7 and A-8, per AASHTO M-145, shall not be used as backfill material.

PART 3 EXECUTION

3.01 EXCAVATION

- A. Excavate trenches and pits for structures to the elevations indicated on the construction drawings. Take special care to avoid over-excavating or disturbing the bottom of the trench or pit, so that the soil at the bottom of the hole remains in a naturally compacted condition. Excavate to widths sufficient to provide adequate working room to install the required structures. Do not excavate the final layer of soil to the designed grade until just before placing the bedding, foundation, pipe, structure, or masonry work required. Remove boulders, rocks, logs or any unforeseen obstacles encountered.
- B. In case the foundation soil found at the bottom of the trench or pit is soft, plastic or mucky, or does not conform to the soils classification specified as suitable foundation material, over-excavation to a greater depth will be required. Soils not meeting the classification required for foundation material shall be removed to a depth at least four inches below the bottom of the pipe, bedding or structure bottom elevation. Rock, boulders or other hard or lumpy material shall be removed to a depth 12 inches below the bottom of the pipe, bedding or structure bottom elevation. Remove muck, clay or other soft material to a depth as needed to establish a firm foundation.
- C. Where possible, the sides of trenches should be vertical up to at least the spring line of the installed pipe.
- D. Trench excavation shall be performed in accordance with Florida Statute Title XXXIII, Chapter 553, Part III, Trench Safety Act.

3.02 BACKFILLING

- A. Backfill materials shall be placed on solid, firm, naturally compacted or compacted to 98 percent of the maximum dry density of the material as determined by AASHTO T-180, dry or dewatered in place soil foundations.
- B. Where over-excavation is required due to nonconforming soil classification or rocky, unstable, or otherwise undesirable soil conditions, place Structural Fill or Selected Common Fill in the over-excavated zone up to the base of the bedding material layer. Compact the over-excavated zone to 98 percent of the maximum dry density of the material as determined by AASHTO T-180.
- C. When backfilling in an over-excavated zone where moist or watery conditions exist, backfill shall be coarse No. 9 sand or a mixture of No. 57 coarse aggregate with either No. 9 coarse sand, A-1, or A-3 material.
- D. After compaction, backfill material in the over-excavation zone shall form a solid and firm foundation on which to build up successive layers of backfill and structures.
- E. Bedding materials shall be placed on solid, firm soil foundations and shall be compacted to 98 percent of the maximum dry density of the material as determined by AASHTO T-180.
- F. Concrete and masonry structures shall be backfilled using Structural Fill. Backfilling and compaction shall be underneath the structure and carried up evenly on all walls of an individual structure simultaneously. The maximum allowable difference in backfill elevations shall be two feet. No backfilling shall be allowed against concrete or masonry walls until the walls and their supporting slabs have been in place at least seven days or until the specified 28-day strength has been attained. Compaction of Structural Fill underneath the base and along the walls shall be 98 percent of the maximum dry density of the material as determined by AASHTO T-180. The Structural Fill shall be either dried or shall have water added so that the moisture content of the material is within a range that will allow the required density to be achieved.
- G. Trenching backfill for pipe installation shall be Selected Common Fill for the pipe bedding zone. The pipe bedding envelope shall begin at the level four inches, six inches, or nine inches, depending on pipe diameter, below the bottom of the pipe, and shall extend vertically up to a level 12 inches above the top of the pipe. Where the in-place soil material within the four inch, six inch, or nine inch pipe bedding zone beneath the bottom of the pipe meets the soil classification for Selected Common Fill, undercutting of the trench below the bottom of the pipe will not be required. In this case, loosen the soil in the bottom of the trench immediately below the middle third of the pipe diameter, and place the pipe upon it. Where the in-place soil material within the pipe bedding zone does not meet the soil classification for Selected Common Fill, undercutting shall be required, and the bedding zone shall be backfilled with Selected Common Fill. In this case, place the pipe bedding material and leave it in a moderately firm uncompacted condition under the middle third of the pipe diameter, and compact the outer portions of the trench bottom to 98 percent of the maximum dry density. Soils that were over-excavated due to rocky, soft or otherwise unsuitable soil foundation conditions shall also be replaced with Selected Common Fill. Compaction of Selected Common Fill shall be 98 percent of the maximum dry density as determined by AASHTO T-180. Such backfill material shall have an optimized moisture content that will allow the required density to be achieved.
- H. Pipe sections for gravity flow systems shall be laid with spigots downstream and bells upstream. Excavate for pipe bells before laying pipe. Lay pipe true to the lines and grades indicated on the construction plans. Place backfill material on both sides of the pipe and

compact to 98 percent of the maximum dry density of the material as determined by AASHTO T-180. Take special care to effectively fill and compact the material in the haunch areas under the sides of the pipe.

- I. For pipes that are not installed under roadways or driveways, trenching backfill for pipe installation shall be Common Fill above the pipe envelope zone, and shall be compacted to 95 percent of the maximum dry density of the material as determined by AASHTO T-180, and shall have moisture content optimized to allow the required density. For pipes that are installed under roadways or driveways, trenching backfill for pipe installation shall be Selected Common Fill above the pipe envelope zone, and shall be compacted to 98 percent of the maximum dry density of the material as determined by AASHTO T-180, and shall have moisture content optimized to allow the required density. Selected Common Backfill shall be placed in layers not to exceed 6 inches. Common Backfill shall be placed in layers not to exceed 12 inches.
- J. Backfill compaction tests shall be performed every 500 feet in pipe line trenches and for every utility structure. Test reports shall be presented to the County Inspector.

3.03 GRADING AND CLEAN UP

- A. Surplus and unsuitable soil materials not used on-site shall be removed and disposed of off-site in a manner that is consistent with state and local regulations. In no case shall surplus or unsuitable material be deposited on-site or on adjacent lands.
- B. The surface of backfilled areas shall be graded smooth and true to the lines and grades indicated on the construction plans. No soft spots or uncompacted areas shall be allowed in the work.
- C. Upon completion of the work, leave the work areas and all adjacent areas in a neat and presentable condition, clear of all temporary structures, rubbish and surplus materials. Pile any salvageable materials that have been removed in neat piles for pickup by County crews, unless otherwise directed.

END OF SECTION

**SECTION 02223 EXCAVATION BELOW GRADE AND CRUSHED STONE OR SHELL
REFILL**

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. If in the opinion of the County, the material at or below the normal grade of the bottom of the trench is unsuitable for pipe or structure foundation, it shall be removed to the depth directed by the County and replaced by crushed stone or washed shell.

PART 2 PRODUCTS (NOT USED)

PART 3 MATERIALS

3.01 EXCAVATION AND DRAINAGE

- A. Whatever the nature of unstable material encountered or the groundwater conditions, trench stabilization shall be complete and effective.
- B. Should the Contractor excavate below the grade shown on the Contract drawings because of negligence or for his own convenience; due to failure in properly dewatering the trench; disturbs the subgrade before dewatering is sufficiently complete; he shall be directed by the County to excavate below grade. The work of excavating below grade and furnishing and placing the approved refill material shall be performed at the Contractor's expense.

3.02 REFILL

- A. Soils not meeting the classification required for foundation material shall be removed to a depth at least four inches below the bottom of the pipe, bedding or structure bottom elevation. Rock, boulders or other hard or lumpy material shall be removed to a depth 12 inches below the bottom of the pipe, bedding or structure bottom elevation. Remove muck, clay or other soft material to a depth as needed to establish a firm foundation.

END OF SECTION

SECTION 02260 FINISH GRADING

PART 1 GENERAL

1.01 WORK INCLUDED

- A. The Contractor shall finish grade sub-soil.
- B. The Contractor shall cut out areas to receive stabilizing base course materials for paving and sidewalks.
- C. The Contractor shall place, finish grade and compact top soil.

1.02 PROTECTION

The Contractor shall prevent damage to existing fencing, trees, landscaping, natural features, bench marks, pavement and utility lines. Damage shall be corrected at no cost to the County.

PART 2 PRODUCTS

- A. Topsoil: Shall be friable loam free from subsoil, roots, grass, excessive amount of weeds or other organics, stones, and foreign matter; acidity range (pH) of 5.5 to 7.5; containing a minimum of 4 percent and a maximum of 25 percent organic matter. The Contractor may use topsoil stockpiles on site if they conform to these requirements.

PART 3 EXECUTION

3.01 SUB-SOIL PREPARATION

- A. The Contractor shall rough grade sub-soil systematically to allow for a maximum amount of natural settlement and compaction. Uneven areas and low spots shall be eliminated. Debris, roots, branches or other organics, stones, and sub-soil shall be removed by the Contractor and disposed of in a manner consistent with the latest Manatee County Standards as well as any affected regulatory agency. Should contaminated soil be found, the Contractor shall notify the County.
- B. The Contractor shall cut out areas to sub-grade elevation to stabilize base material for paving and sidewalks and shall be compacted to 98 percent of the maximum dry density of the material as determined by AASHTO T-180, and shall have moisture content optimized to allow the required density.
- C. The Contractor shall bring sub-soil to required profiles and contour grades gradually; and blend slopes into level areas.
- D. The Contractor shall slope the structure grade a minimum of two (2) inches in ten (10) feet unless indicated otherwise on the Drawings.
- E. The Contractor shall cultivate sub-grade to a depth of 3 inches where the topsoil is to be placed. He shall repeat cultivation in areas where equipment use has compacted sub-soil.
- F. The Contractor shall not make grade changes which causes water to flow onto adjacent lands.

3.02 PLACING TOPSOIL

- A. The Contractor shall place topsoil in areas where seeding, sodding and planting is to be performed. He shall place from the following minimum depths, up to finished grade elevations:
 - 1. 6 inches for seeded areas
 - 2. 4-1/2 inches for sodded areas
 - 3. 24 inches for shrub beds
 - 4. 18 inches for flower beds
- B. The Contractor shall use topsoil in a dry state as determined by the County. He shall place the material during dry weather.
- C. The Contractor shall use fine grade topsoil eliminating rough and low areas to ensure positive drainage. He shall maintain levels, profiles and contours of the sub-grades.
- D. The Contractor shall remove stone, roots, grass, weeds, debris, and other organics or foreign material while spreading the material.
- E. The Contractor shall manually spread topsoil around trees, plants and structures to prevent damage which may be caused by grading equipment.
- F. The Contractor shall lightly compact and place the topsoil.

3.03 SURPLUS MATERIAL

- A. The Contractor shall remove surplus sub-soil and topsoil from site at his expense.
- B. The Contractor shall leave stockpile areas and entire job site clean and raked, ready for landscaping operations.

END OF SECTION

SECTION 02276 TEMPORARY EROSION AND SEDIMENTATION CONTROL

PART 1 GENERAL

1.01 DESCRIPTION

- A. The work specified in this Section consists of the design, provision, maintenance and removal of temporary erosion and sedimentation controls as necessary.
- B. Temporary erosion controls include, but are not limited to: grassing, mulching, netting, watering, and the reseeding of on-site surfaces and spoil and borrow area surfaces, interceptor ditches at ends of berms and other such work at those locations which will ensure that erosion during construction will be either eliminated or maintained within acceptable limits as established by the County.
- C. Temporary sedimentation controls include, but are not limited to: silt dams, traps, barriers, and appurtenances at the foot of sloped surfaces which shall ensure that sedimentation pollution will be either eliminated or maintained within acceptable limits as established by the County.
- D. The Contractor is responsible for providing effective temporary erosion and sediment control measures during construction or until final controls become effective.

1.02 REFERENCE DOCUMENTS

- A. Florida Building Code.
- B. FDEP/COE Dredge and Fill Regulations and/or Permit as applicable.
- C. SWFWMD Permit Regulations and/or Permit as applicable.
- D. Florida Stormwater, Erosion and Sedimentation Control Inspector's Manual.

PART 2 PRODUCTS

2.01 EROSION CONTROL

- A. Netting - fabricated of material acceptable to the County.
- B. Seed and sod.

2.02 SEDIMENTATION CONTROL

- A. Bales - clean, seed free cereal hay type.
- B. Netting - fabricated of material acceptable to the County.
- C. Filter stone - crushed stone conforming to Florida Dept of Transportation specifications.
- D. Concrete block - hollow, non-load-bearing type.
- E. Concrete - exterior grade not less than one inch thick.

PART 3 EXECUTION

3.01 EROSION CONTROL

A. Minimum procedures for grassing shall be:

1. Scarify slopes to a depth of not less than six inches and remove large clods, rock, stumps, roots larger than 1/2 inch in diameter and debris.
2. Sow seed within twenty-four (24) hours after the ground is scarified with either mechanical seed drills or rotary hand seeders.
3. Apply mulch loosely and to a thickness of between 3/4-inch and 1-1/2 inches.
4. Apply netting over mulched areas on sloped surfaces.
5. Roll and water seeded areas in a manner which will encourage sprouting of seeds and growing of grass. Reseed areas which exhibit unsatisfactory growth. Backfill and seed eroded areas.

3.02 SEDIMENTATION CONTROL

A. The Contractor shall install and maintain silt dams, traps, barriers, and appurtenances as shown on the approved descriptions and working drawings. Deteriorated hay bales and dislodged filter stone shall be replaced by the Contractor at his expense.

3.03 PERFORMANCE

A. The Contractor, at his own expense, shall immediately take whatever steps are necessary to correct any deficiencies of the temporary erosion and sediment control measures employed if they fail to produce results or do not comply with the requirements of the State of Florida or any other federal, governmental or regulatory agency.

END OF SECTION

SECTION 02325 ROAD AND RAILROAD CROSSINGS

PART 1 GENERAL

1.01 SCOPE OF WORK

The Contractor shall furnish all labor, equipment, materials and incidentals required to install road or railroad crossings as shown on the Drawings and as specified herein.

1.02 OPERATIONS ON MANATEE COUNTY OR STATE OF FLORIDA PROPERTY

- A. All work affecting Manatee County, Florida Department of Transportation, any other governmental agency's right-of-way or facilities, or railroad right-of-way shall be carried out to the full satisfaction of the applicable Department's authorized representative. The Contractor shall be responsible to meet any and all requirements of the Department of Transportation, railroad, or other agency pertaining to the specific project and shall conduct all his work accordingly.
- B. Prior to the start of the jacking operation, a detailed jacking plan shall be submitted to the County for review and approval. No work shall be permitted until the submittals are accepted. A Bore Path Report shall be submitted with in three (3) days of completion of the bore.
- C. Prior to construction, a minimum of three working days written notice prior to start of the actual work shall be given to the County and to the Florida Department of Transportation or other applicable agency.
- D. The Contractor shall install, maintain and leave in place any sheeting, underpinning, cribbing and other related items (other than that required for the jacking pits) to support any structures or facility on the right-of-way owned by either Manatee County, Florida Dept. of Transportation or other governmental agency or railroad entity. The Contractor, at his expense, may be directed by the Department of Transportation, other applicable agency, or the County, to leave sheeting in place.
- E. The Contractor shall perform all necessary soil test borings to determine actual soil conditions and shall utilize the results of said borings to determine the procedures required for each jack and bore operation, including, but not limited to, the presence of rock and necessary dewatering requirements.
- F. No wires, equipment, or other appurtenances shall be permitted to be placed across or pass across State property without the express written permission of the Department of Transportation's authorized representative.
- G. All equipment used by the Contractor on State property may be inspected by the State and shall not be used if it is deemed unsatisfactory by an authorized State representative. State highways shall be kept free of obstructions at all times.
- H. No blasting shall be permitted under or adjacent to any State highways.
- I. The Contractor shall be responsible for all damages arising from his negligence or failure to comply with any State or Manatee County regulations or requirements or deviations from the Contract Documents.

- J. All State highway crossings shall be performed and completed in a manner fully satisfactory to the Department of Transportation and Manatee County.
- K. Traffic control requirements and procedures are detailed in Section 01570 of this specification.

1.03 SHOP DRAWINGS

The Contractor shall furnish working drawings showing all fabrication and construction details for the jacked crossings.

1.04 SUBMITTALS

- A. Contractor shall submit a Jacking Plan that includes the following:
 - 1. Site layout plan for entry and exit pit locations, drawn to scale, depicting the position of all required equipment, access points, existing facilities to remain in place, existing traffic lanes to be maintained in operation, office trailers and storage sites.
 - 2. Qualification information on jack/bore contractor.
 - 3. Manufacturer's information on equipment to be used.
 - 4. Methods and materials for retaining walls for jacking and receiving pits.
- B. Bore Report that details final alignment, dimensions, and record documentation.

PART 2 PRODUCTS

2.01 MATERIALS

Sleeve, carrier pipe, skids, insulation, bulkheads, etc. shall be per contract plans.

PART 3 EXECUTION

3.01 JACKING SLEEVE

- A. The Contractor shall provide all labor, material, equipment and appurtenances required for jacking the sleeves beneath the roadway or railroad tracks. The steel sleeve shall be welded steel pipe and jacked in one continuous operation at the locations shown on the drawings. Once the operation starts, jacking shall not be discontinued. Proper alignment and elevation of the sleeves shall be consistently maintained throughout the jacking operation.
- B. The Contractor shall shore the jacking pits with sheeting or such other materials as required. Sheeting shall be driven to a sufficient depth below the invert of the steel sleeve to resist any pressure developed by the soil outside the jacking pit. Sheeting shall terminate not less than 3-feet, 6-inches above existing grade.
- C. The sections of steel sleeve shall be field welded in accordance with the applicable portions of AWWA C-206 for field welded water pipe joints. Steel sleeve shall receive one coat of Tnemec 46H-413 Hi-Build Tnemec-tar applied in accordance with manufacturer's recommendation.
- D. At the completion of the jacking operations, the Contractor shall be required to leave all sheeting in place. The top of the sheeting shall be cut off 36-inches below finished grade.

- E. The Contractor shall be responsible for preventing voids outside the steel sleeves. Should they occur, the Contractor may be directed to fill them with grout in a method approved by the County. The Contractor shall exercise care in the sleeve removal to prevent voids.
- F. The Contractor shall be responsible for furnishing, installing and removing the thrust block or restraint which was employed in driving the sleeve forward. No additional payment for the jacking restraint shall be made other than the unit price for this item. The entire jacking operation shall be discussed and accepted by the County prior to commencing jack and bore operation. After completion, the backup structures shall be removed in part or whole to permit construction of the pipeline in the sleeve.

3.02 INSTALLING PIPE IN SLEEVE

- A. The Contractor shall install the pipe in full conformity with the Contract Documents. The pipe shall be installed to the lines and grades required within the sleeve and placed to the approval of the County. The pipe shall be braced to the side and the top of the sleeve to prevent flotation or motion.
- B. A bulkhead shall be placed at the ends of the sleeve to keep the surrounding soil and material from migrating into the voids in the sleeve..

3.03 TESTING

The pipe shall be tested as provided in the Contract Document.

END OF SECTION

SECTION 02485 SEEDING AND SODDING

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. The Contractor shall furnish all labor, materials and equipment necessary to satisfactorily return all construction areas to their original conditions or better.
- B. Work shall include furnishing and placing seed or sod, fertilizing, planting, watering and maintenance until acceptance by County.

1.02 RELATED WORK NOT INCLUDED

Excavation, filling and grading required to establish elevation shown on the Drawings are included under other sections of these Specifications.

1.03 QUALITY ASSURANCE

- A. It is the intent of this Specification that the Contractor is obliged to deliver a satisfactory stand of grass as specified. If necessary, the Contractor shall repeat any or all of the work, including grading, fertilizing, watering and seeding or sodding at no additional cost to the County until a satisfactory stand is obtained. For purposes of grassing, a satisfactory stand of grass is herein defined as a full lawn cover over areas to be sodded or seeded, with grass free of weeds, alive and growing, leaving no bare spots larger than 3/4 square yard within a radius of 8 feet.
- B. All previously grassed areas where pipelines are laid shall be sodded. All sodding and grassing shall be installed in accordance with these Specifications or as directed by the County.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Fertilizer: The fertilizer shall be of the slow-release type meeting the following minimum requirements: 12 percent nitrogen, 8 percent phosphorus, 8 percent potassium; 40 percent other available materials derived from organic sources. At least 50 percent of the phosphoric acid shall be from normal super phosphate or an equivalent source which will provide a minimum of two units of sulfur. The amount of sulfur shall be indicated on the quantitative analysis card attached to each bag or other container. Fertilizer shall be uniform in composition, dry and free flowing delivered to sites in original unopened containers bearing manufacturer's statement or guarantee.
- B. Seeding/Grassing: The Contractor shall grass all unpaved areas disturbed during construction which do not require sod. All grassing shall be completed in conformance with FDOT Specifications, Sections 570 and 981. The grassed areas shall be mulched and fertilized in accordance with FDOT Specifications, except that no additional payment will be made for mulching, fertilizing and/or watering.
- C. Sodding: Sod shall be provided as required on the construction drawings or at locations as directed by the County in accordance with Florida Department of Transportation, Specifications Section 575 and 981. The Contractor shall furnish bahia grass sod or match

existing sod. Placement and watering requirements shall be in accordance with FDOT Specifications Section 575, except that no additional payment will be made for placement and/or watering. This cost shall be included in the Contract price bid for sodding.

- D. Topsoil: Topsoil stockpiled during excavation may be used as necessary. If additional topsoil is required to replace topsoil removed during construction, it shall be obtained off site at no additional cost to the County. Topsoil shall be fertile, natural surface soil, capable of producing all trees, plants and grassing specified herein.
- E. Water: It is the Contractor's responsibility to supply all water to the site, as required during seeding and sodding operations and through the maintenance period and until the work is accepted. The Contractor shall make whatever arrangements that may be necessary to ensure an adequate supply of water to meet the needs for his work. He shall also furnish all necessary hose, equipment, attachments and accessories for the adequate irrigation of lawns and planted areas as may be required. Water shall be suitable for irrigation and free from ingredients harmful to plant life.

PART 3 EXECUTION

3.01 INSTALLATION

- A. When the trench backfill has stabilized sufficiently, the Contractor shall commence work on lawns and grassed areas, including fine grading as necessary and as directed by the County.
- B. Finish Grading: Areas to be seeded or sodded shall be finish graded, raked, and debris removed. Soft spots and uneven grades shall be eliminated. The County shall approve the finish grade of all areas to be seeded or sodded prior to seed or sod application.
- C. Areas to be sodded shall be excavated or cut-down to accept the approximate 2" thick sod, so finish grade matches existing. Sod shall not be thrown over top of existing sod or debris.
- D. Protection: Seeded and sodded areas shall be protected against traffic or other use by placing warning signs or erecting barricades as necessary. Any areas damaged prior to acceptance by the County shall be repaired by the Contractor as directed by the County.

3.02 CLEANUP

Soil or similar materials spilled onto paved areas shall be removed promptly, keeping those areas as clean as possible at all times. Upon completion of seeding and sodding operations, all excess soil, stones and debris remaining shall be removed from the construction areas.

3.03 LANDSCAPE MAINTENANCE

- A. Any existing landscape items damaged or altered during construction by the Contractor shall be restored or replaced as directed by the County.
- B. Maintain landscape work for a period of 90 days immediately following complete installation of work or until County accepts project. Watering, weeding, cultivating, restoration of grade, mowing and trimming, protection from insects and diseases, fertilizing and similar operations as needed to ensure normal growth and good health for live plant material shall be included at no additional cost to the County.

3.04

REPAIRS TO LAWN AREAS DISTURBED BY CONTRACTOR'S OPERATORS

Lawn areas planted under this Contract and all lawn areas damaged by the Contractor's operation shall be repaired at once by proper soil preparation, fertilizing and sodding, in accordance with these Specifications.

END OF SECTION

SECTION 02513 ASPHALT CONCRETE PAVING

PART 1 GENERAL

1.01 SCOPE OF WORK

The Contractor shall furnish all labor, materials and equipment necessary to complete all milling asphalt pavement and asphalt concrete paving (including restoration of driveways) as called out on the Contract Documents or as shown on the Drawings.

1.02 QUALITY ASSURANCE

- A. Qualifications of Asphalt Concrete Producer: The only materials permitted shall be furnished by a bulk asphalt concrete producer exclusively engaged in the production of hot-mix, hot-laid asphalt concrete.
- B. Qualification of Testing Agency: The County may employ a commercial testing laboratory to conduct tests and evaluations of asphalt concrete materials and design. The Contractor shall:
 - 1. Provide asphalt concrete testing and inspection service acceptable to County.
 - 2. Include sampling and testing asphalt concrete materials proposed, and tests and calculations for asphalt concrete mixtures.
 - 3. Provide field testing facilities for quality control testing during paving operations.
- C. Requirements of Regulatory Agencies: The Contractor shall comply with the applicable requirements of:
 - 1. Manatee County Utility Operations Department
 - 2. Manatee County Transportation Department
 - 3. State of Florida Dept. of Transportation

1.03 PAVING QUALITY REQUIREMENTS

- A. General: In addition to other specified conditions, the Contractor shall comply with the following minimum requirements:
 - 1. In-place asphalt concrete course shall be tested for compliance with requirements for density, thickness and surface smoothness.
 - 2. Final surface shall be provided of uniform texture, conforming to required grades and cross sections.
 - 3. A minimum of four inch diameter pavement specimens for each completed course shall be taken from locations as directed by the County.
 - 4. Holes from test specimens shall be repaved as specified for patching defective work.
- B. Density:
 - 1. When subjected to 50 blows of standard Marshall hammer on each side of an in place material specimen, densities shall be comparable to a laboratory specimen of same asphalt concrete mixture.
 - 2. The minimum acceptable density of in-place course material shall be 98% of the recorded laboratory specimen density.

- C. Thickness: In-place compacted thicknesses shall not be acceptable if less than the minimum thicknesses shown on the Drawings.
- D. Surface Smoothness:
 - 1. Finished surface of each asphalt concrete course shall be tested for smoothness, using a 10 ft. straightedge applied parallel to and at right angles to centerline of paved areas.
 - 2. Surface areas shall be checked at intervals directed by County.
 - 3. Surfaces shall not be acceptable if they exceed the following:
 - a. Base Course: 1/4 in. in 10 ft.
 - b. Surface Course: 3/16 in. in 10 ft.
 - c. Crowned Surfaces:
 - (1) Test crowned surfaces with a crown template, centered and at right angles to the crown.
 - (2) Surfaces will not be acceptable if varying more than 1/4 in. from the template.

1.04 SUBMITTALS

- A. Samples: The Contractor may be required to provide samples of materials for laboratory testing and job-mix design.
- B. Test Reports: The Contractor shall submit laboratory reports for following materials tests:
 - 1. Coarse and fine aggregates from each material source and each required grading:
 - a. Sieve Analysis: ASTM C 136 (AASHTO T 27).
 - b. Unit Weight of Slag: ASTM C29 (AASHTO T 19).
 - c. Soundness: ASTM C 88 (AASHTO T 104) for surface course aggregates only.
 - d. Sand Equivalent: ASTM D 2419 (AASHTO T 176).
 - e. Abrasion of Coarse Aggregate: ASTM C131 (AASHTO T 96), for surface course aggregates only.
 - 2. Asphalt cement for each penetration grade:
 - a. Penetration: ASTM D5 (AASHTO T49).
 - b. Viscosity (Kinematic): ASTM D2170 (AASHTO T 201).
 - c. Flash Point: ASTM D92 (AASHTO T 48).
 - d. Ductility: ASTM D 113 (AASHTO T 51).
 - e. Solubility: ASTM D 4 (AASHTO T 44).
 - f. Specific Gravity: ASTM D 70 (AASHTO T 43).
 - 3. Job-mix design mixtures for each material or grade:
 - a. Bulk Specific Gravity for Coarse Aggregate: ASTM C 117(AASHTO T 85).
 - b. Bulk Specific Gravity for Fine Aggregate: ASTM C 128(AASHTO T 84).
 - 4. Uncompacted asphalt concrete mix: Maximum Specific Gravity: ASTM D 2041 (AASHTO T 209).
 - 5. Compacted asphalt concrete mix:
 - a. Bulk Density: ASTM D 1188 (AASHTO T 166).
 - b. Marshall Stability and Flow: ASTM D 1559.
 - 6. Density and voids analysis:
 - a. Provide each series of asphalt concrete mixture test specimens, in accordance with A.I. MS-2 "Mix Design Methods for Asphalt Concrete".
 - b. Use Marshall method of mix design unless otherwise directed or acceptable to the County.
 - c. Report the quantity of absorbed asphalt cement in pounds of dry aggregate,

- percent air voids, and percent voids in mineral aggregate.
7. Sampling and testing of asphalt concrete mixtures for quality control during paving operations:
 - a. Uncompacted asphalt concrete mix.
 - (1) Asphalt Cement Content: ASTM D 2172 (AASHTO T 164).
 - (2) Penetration of Recovered Asphalt Cement: ASTM D 5(AASHTO T 49).
 - (3) Ductility of Recovered Asphalt Cement: ASTM D 113(AASHTO T 51).
 - b. Compacted asphalt concrete mix:
 - (1) Bulk Density: ASTM D 1188 (AASHTO T 166).
Marshall Stability and Flow: ASTM D1559).
 - c. Perform at least one test for each day's paving.
 8. Asphalt plant inspection: ASTM D 290.
 9. Additional testing:
 - a. Retesting shall be required if previous tests indicate insufficient values, or if directed by the County.
 - b. Testing shall continue until specified values have been attained.
 10. Asphalt concrete materials which do not comply with specified requirements shall not be permitted in the work.

1.05 JOB CONDITIONS

A. Weather Limitations:

1. Apply bituminous prime and tack coats only when the ambient temperature in the shade is 50 degrees F. and when the temperature has not been below 35 degrees F. for 12 hours immediately prior to application.
2. Do not apply when the base surface is wet or contains an excess of moisture which would prevent uniform distribution and the required penetration.
3. Construct asphalt concrete surface course only when atmospheric temperature is above 40 degrees F., when the underlying base is dry, and when weather is not rainy.
4. Base course may be placed when air temperature is not below 30 degrees F. and rising, when acceptable to the County.

B. Grade Control: Establish and maintain the required lines and grades, including crown and cross-slope, for each course during construction operations.

C. Traffic Control: Maintain vehicular and pedestrian traffic during paving operations, as required for other construction activities.

PART 2 PRODUCTS

2.01 MATERIALS

A. Soil Cement or Shell Base Course: as specified in FDOT Section 270, "Material for Base and Stabilized Base", and as called for in the Contract Documents.

B. Aggregate for Asphalt Concrete, General:

1. Sound, angular crushed stone, crushed gravel, or crushed slag: ASTM D 692.
2. Sand, stone, or slag screening: ASTM D 1073.

3. Provide aggregate in gradations for various courses to comply with local highway standards.
- C. Surface Course Aggregates:
1. Provide natural sand, unless sand prepared from stone, slag, or gravel or combinations are required to suit local conditions.
- D. Asphalt Cement: Comply with ASTM D 946 for 85-100 penetration grade.
- E. Prime Coat:
1. Cut-back liquid asphalt.
 2. Medium-Curing type: ASTM D 2027, Grade MC-70.

2.02 ASPHALT-AGGREGATE MIXTURES

- A. Job-mix criteria:
1. Provide job-mix formulas for each required asphalt-aggregate mixture.
 2. Establish a single percentage of aggregate passing each required sieve size, a single percentage of asphalt cement to be added to aggregate, and a single temperature at which asphalt concrete is to be produced.
 3. Comply with the mix requirements of local governing highway standards.
 4. Maintain material quantities within allowable tolerances of the governing standards.

2.03 TRAFFIC AND PARKING MARKING MATERIALS

- A. Traffic lane marking paint with chlorinated rubber base.
- B. Factory mixed, quick drying and non bleeding, FS TT-P-115C, Type III.
- C. Color: Driving Lane Dividers - White
No Parking Zone - Yellow
Parking Dividers - White

PART 3 EXECUTION

3.01 SURFACE PREPARATION

- A. Subbase Preparation:
1. The Contractor shall remove from the area all organic substance encountered to a depth of six or eight inches (6" or 8"), or to such depth and width as directed by the County. The entire area shall be plowed and dragged prior to placing a stabilizing additive, if required to meet minimum bearing value.
 2. Subbase shall be compacted to a minimum density of 98 percent of the maximum as determined by the Modified Proctor Density AASHTO T180, and shall have a minimum bearing value of 40 pounds per square inch as determined by the Florida Bearing Test.
- B. Base Course:

1. Check subgrade for conformity with elevations and section immediately before placing base material.
2. Place base material in compacted layers not more than 6 inches thick, unless continuing tests indicate the required results are being obtained with thicker layers.
3. In no case will more than 8-inches of compacted base be placed in one lift.
4. Spread, shape, and compact all base material deposited on the subgrade during the same day.
5. Compact base course material to be not less than 98% of maximum density: ASTM D 1557, Method D (98 percent maximum density: AASHTO T-180).
6. Test density of compacted base course: ASTM D 2167.
7. Conduct one test for each 250 sq. yds. of in-place material, but in no case not less than one daily for each layer.

C. Loose and Foreign Material:

1. Remove loose and foreign material from compacted subbase surface immediately before application of paving.
2. Use power brooms or blowers, and brooming as required.
3. Do not displace subbase material.

D. Prime Coat:

1. Uniformly apply at rate of 0.20 to 0.5 gal. per sq. yd. over compacted and cleaned subbase surface.
2. Apply enough material to penetrate and seal, but not flood the surface.
3. Allow to cure and dry as long as required to attain penetration and evaporation of volatile, and in no case less than 24 hours unless otherwise acceptable to the County.
4. Blot excess asphalt with just enough sand to prevent pick-up under traffic.
5. Remove loose sand before paving.

E. Tack Coat:

1. Dilute material with equal parts of water and apply to contact surfaces of previously constructed asphalt concrete or portland cement concrete and similar surfaces.
2. Apply at rate of 0.05 to 0.15 gal. per sq. yd. of surface.
3. Apply tack coat by brush to contact surfaces of structures projecting into or abutting asphalt concrete pavement.
4. Allow surfaces to dry until material is at condition of tackiness to receive pavement.

3.02 MANHOLE FRAME / VALVE BOX ADJUSTMENTS (IF APPLICABLE)

A. Placing Manhole frames:

1. Surround manhole frames set to elevation with a ring of compacted asphalt concrete base prior to paving.
2. Place asphalt concrete mixture up to 1 in. below top of frame, slope to grade, and compact by hand tamping.

B. Adjust manhole frames to proper position to meet paving.

C. If permanent covers are not in place, provide temporary covers over openings until completion of rolling operations.

- D. Set cover manhole frames to grade, flush with surface of adjacent pavement.

3.03 PREPARING THE MIXTURE

- A. Comply with ASTM D 995 for material storage, control, and mixing, and for plant equipment and operation.
- B. Stockpiles:
 - 1. Keep each component of the various-sized combined aggregates in separate stockpiles.
 - 2. Maintain stockpiles so that separate aggregate sizes shall not be intermixed.
- C. Heating:
 - 1. Heat the asphalt cement at the mixing plant to viscosity at which it can be uniformly distributed throughout mixture
 - 2. Use lowest possible temperature to suit temperature-viscosity characteristics of asphalt.
 - 3. Do not exceed 350 degrees F. (176.6 degrees C.).
- D. Aggregate:
 - 1. Heat-dry aggregates to reduce moisture content to not more than 2.0%.
 - 2. Deliver dry aggregate to mixer at recommended temperature to suit penetration grade and viscosity characteristics of asphalt cement, ambient temperature, and workability of mixture.
 - 3. Accurately weigh or measure dry aggregates and weigh or meter asphalt cement to comply with job-mix formula requirements.
- E. Mix aggregate and asphalt cement to achieve 90-95% of coated particles for base mixtures and 85-90% of coated particles for surface mixture, when tested in accordance with ASTM D 2489.
- F. Transporting:
 - 1. Transport asphalt concrete mixtures from mixing site in trucks having tight, clean compartments.
 - 2. Coat hauling compartments with a lime-water mixture to prevent asphalt concrete mixture from sticking.
 - 3. Elevate and drain compartment of excess solution before loading mix.
 - 4. Provide covers over asphalt concrete mixture when transporting to protect from weather and to prevent loss of heat.
 - 5. During periods of cold weather or for long-distance deliveries, provide insulation around entire truck bed surfaces.

3.04 EQUIPMENT

- A. Provide size and quantity of equipment to complete the work specified within project time schedule.
- B. Bituminous Pavers: Self-propelled that spread hot asphalt concrete mixtures without tearing, shoving or gouging surfaces, and control pavement edges to true lines without use

of stationary forms.

C. Rolling Equipment:

1. Self-propelled, steel-wheeled and pneumatic-tired rollers that can reverse direction without backlash.
2. Other type rollers may be used if acceptable to the County.

D. Hand Tools: Provide rakes, lutes, shovels, tampers, smoothing irons, pavement cutters, portable heaters, and other miscellaneous small tools to complete the work specified.

3.05 PLACING THE MIX

A. Place asphalt concrete mixture on prepared surface, spread and strike-off using paving machine.

B. Spread mixture at a minimum temperature of 225 degrees F. (107.2 degrees C.).

C. Inaccessible and small areas may be placed by hand.

D. Place each course at thickness so that when compacted, it will conform to the indicated grade, cross-section, finish thickness, and density indicated.

E. Paver Placing:

1. Unless otherwise directed, begin placing along centerline of areas to be paved on crowned section, and at high side of sections on one-way slope, and in direction of traffic flow.
2. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips.
3. Complete base courses for a section before placing surface courses.
4. Place mixture in continuous operation as practicable.

F. Hand Placing:

1. Spread, tamp, and finish mixture using hand tools in areas where machine spreading is not possible, as acceptable to County.
2. Place mixture at a rate that will insure handling and compaction before mixture becomes cooler than acceptable working temperature.

G. Joints:

1. Carefully make joints between old and new pavements, or between successive days' work, to ensure a continuous bond between adjoining work.
2. Construct joints to have same texture, density and smoothness as adjacent sections of asphalt concrete course.
3. Clean contact surfaces free of sand, dirt, or other objectionable material and apply tack coat.
4. Offset transverse joints in succeeding courses not less than 24 inches.
5. Cut back edge of previously placed course to expose an even, vertical surface for full course thickness.
6. Offset longitudinal joints in succeeding courses not less than 6 inches.
7. When the edges of longitudinal joints are irregular, honeycombed, or inadequately compacted, cut back unsatisfactory sections to expose an even, vertical surface for

full course thickness.

3.06 COMPACTING THE MIX

- A. Provide sufficient rollers to obtain the required pavement density.
- B. Begin rolling operations as soon after placing when the mixture will bear weight of roller without excessive displacement.
- C. Do not permit heavy equipment, including rollers to stand on finished surface before it has thoroughly cooled or set.
- D. Compact mixture with hot hand tampers or vibrating plate compactors in areas inaccessible to rollers.
- E. Start rolling longitudinally at extreme lower side of sections and proceed toward center of pavement. Roll to slightly different lengths on alternate roller runs.
- F. Do not roll centers of sections first under any circumstances.
- G. Breakdown Rolling:
 - 1. Accomplish breakdown or initial rolling immediately following rolling of transverse and longitudinal joints and outside edge.
 - 2. Operate rollers as close as possible to paver without causing pavement displacement.
 - 3. Check crown, grade, and smoothness after breakdown rolling.
 - 4. Repair displaced areas by loosening at once with lutes or rakes and filling, if required, with hot loose material before continuing rolling.
- H. Second Rolling:
 - 1. Follow breakdown rolling as soon as possible, while mixture is hot and in condition for compaction.
 - 2. Continue second rolling until mixture has been thoroughly compacted.
- I. Finish Rolling:
 - 1. Perform finish rolling while mixture is still warm enough for removal of roller marks.
 - 2. Continue rolling until roller marks are eliminated and course has attained specified density.
- J. Patching:
 - 1. Remove and replace defective areas.
 - 2. Cut-out and fill with fresh, hot asphalt concrete.
 - 3. Compact by rolling to specified surface density and smoothness.
 - 4. Remove deficient areas for full depth of course.
 - 5. Cut sides perpendicular and parallel to direction of traffic with edges vertical.
 - 6. Apply tack coat to exposed surfaces before placing new asphalt concrete mixture.

3.07 MARKING ASPHALT CONCRETE PAVEMENT

- A. Cleaning:
 - 1. Sweep surface with power broom supplemented by hand brooms to remove loose material and dirt.
 - 2. Do not begin marking asphalt concrete pavement until acceptable to the County.
- B. Apply paint with mechanical equipment.
 - 1. Provide uniform straight edges.
 - 2. Not less than two separate coats in accordance with manufacturer's recommended rates.

3.08 CLEANING AND PROTECTION

- A. Cleaning: After completion of paving operations, clean surfaces of excess or spilled asphalt materials to the satisfaction of the County.
- B. Protection:
 - 1. After final rolling, do not permit vehicular traffic on asphalt concrete pavement until it has cooled and hardened, and in no case sooner than 6 hours.
 - 2. Provide barricades and warning devices as required to protect pavement.
 - 3. Cover openings of structures in the area of paving until permanent coverings are placed (if applicable).

END OF SECTION

SECTION 02590 WATER SERVICES ON PRIVATE PROPERTY

PART 1 GENERAL

1.01 SCOPE OF WORK

Furnish all labor, materials, equipment and incidentals necessary for complete installation of potable water services for and on the lots identified on the Drawings when authorized by the County and Property Owner. The Contractor shall construct water service lines on private property from the proposed County meter to a connection point within the customer's water system. In addition, the Contractor shall remove the existing water meter and box assembly and cap and abandon the existing water service at the service line, or as directed by the County. Backflow Preventers and associated Thermal Expansion Tanks and vacuum breakers on all outside hose bibbs shall be installed by the Contractor where cross connection risks are present, as required by the applicable County Ordinances and Plumbing Codes. Installation of Expansion Tanks will often require the Contractor to access inside existing buildings and coordinate work and timing with individual property owners.

1.02 GENERAL

- A. The work shall include furnishing and installing a pipe, fittings, valves, and appurtenances necessary to convey water from the customer's water meter at the property line to the house service connection, including restoration of all lawns, drives, walkways, plants, customer private property, and other activities necessary to restore the site to a condition equal to or better than that which existed prior to construction. The Contractor shall carefully examine the Drawings and shall be responsible for the proper fittings of materials and equipment in each building and on each lot or site. All work shall comply with local code requirements.
- B. Plumbing fixtures, devices and pipe shall be installed in such a manner to prohibit a cross connection or interconnection between a potable water supply and a polluted supply. The plumbing installation shall further prohibit the backflow of sewage, polluted water, or waste into the water supply system. The Contractor shall install vacuum breakers on all outside hose bibbs where backflow preventers are required.
- C. Required materials not covered by the Specifications shall meet the requirements of the local Plumbing Code, other applicable State and Local Ordinances and Codes, the AWWA, NSF, and shall conform to accepted plumbing practice.
- D. The Contractor shall coordinate all work called for in the Contract Documents with the County Meter Superintendent and other involved parties, and shall establish a work plan to install the new water service lines which results in minimal impact to customer private property.
- E. All work on customer service lines conducted on private property shall be performed by a plumber licensed in Manatee County and experienced in furnishing and installing potable water plumbing systems.
- F. Upon completion of water service construction on private property, the Contractor shall obtain a Building Department inspection and approval to place the system into operation.
- G. Pipe openings shall be closed with caps or plugs during installation. Fixtures and

equipment shall be tightly covered and protected against dirt, water and chemical or mechanical injury. Upon completion of all work, the fixtures, materials and equipment shall be thoroughly cleaned, adjusted and operated.

1.03 SUBMITTALS

- A. The Contractor shall submit to the Engineer for review and approval in accordance with the Contract Documents: complete shop drawings, working drawings, and product data for all materials and equipment furnished under this Section. The Contractor shall meet with each property owner to coordinate the routing of the water service line on private property prior to the commencement of any work and shall document the agreed upon route on a sketch signed and dated by all parties and submit them to the Engineer.

1.04 CODES, ORDINANCES AND PERMITS

- A. The Contractor shall comply with all of the laws, ordinances, and codes, rules and regulations of the local and state authorities having jurisdiction over any of the work specified herein. He shall apply and pay for all necessary permits, including Manatee County Building Permits for all lots. Up to 11 permits at \$75 each may be required, with up to 10 adjacent lots on each permit.
- B. If any part of the Plans and Specifications conflict with existing laws and codes, the Contractor shall call it to the Engineer's attention prior to the commencement of work.

1.05 GUARANTEE

- A. The Contractor shall warrant all labor and materials free from defects for a period of one (1) year from the date of acceptance and shall, upon notification during this period, promptly repair or replace any defective items of material or equipment at no additional cost.

1.06 ACCESSIBILITY

- A. The Contractor shall inform himself fully regarding the peculiarities and limitations of the space available for the installation of all material in this Contract.
- B. The Contractor is responsible for obtaining access to the private properties identified on the Drawings. The County will issue notices to the Owners of the Properties requesting their cooperation with the Contractor.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Refer to Manatee County Utility Standards (Manual) for details. All pipe, fittings, materials, and appurtenances shall be furnished and installed to meet the requirements of this project and the requirements of the Florida Building Code - Plumbing, and Residential Chapter 29 (Water Supply & Distribution).
- B. If required by site specific conditions, the Backflow Preventer, Thermal Expansion Tank, and vacuum breakers shall be in accordance with Manatee County Utility Standards, latest edition and are subject to the approval of the Engineer.

- C. Water service pipe shall be per Section 02620 of these Specifications.
- D. A dielectric coupling shall be provided between ferrous and nonferrous materials.
- E. The Contractor shall furnish certified statements from the manufacturer that the material conforms to the requirements specified above.

PART 3 EXECUTION

3.01 PLANNING AND COORDINATION

- A. The Contractor shall coordinate with each water customer, property owner and the County Meter Superintendent to establish a reasonable plan and location for installation of each new customer water service line. The Contractor shall perform exploratory work and have all materials in hand at the commencement of construction to reduce the risk of delays in completion of the work associated with lack of materials.
- B. The Contractor shall schedule the installation of the new water service lines to coordinate with the installation of the new County water line, water services and water meters as a part of this project. The Contractor shall carefully schedule the work of subcontractor licensed plumbers to ensure that customer water service disruption is minimized and is not interrupted for longer than the period specified in the Specifications. The Contractor shall schedule the inspection of the work by Manatee County Building officials as necessary to allow for timely use of the new customer service.
- C. The County will provide new and/or existing water meters to the Contractor to install in proposed meter boxes. The Contractor shall remove existing meters from meter boxes as part of this Contract, return the meters to the County Meter Division, and shall verify with the County Meter Division which meters shall be reinstalled new and which will be reused. Just prior to removing an existing meter from service, the Contractor shall notify the customer, record the existing meter reading, and record the serial number prior to returning meters to the County meter division.

3.02 PRIVATE WATER SERVICE CONSTRUCTION

- A. The Contractor shall install new 1 inch diameter water service lines at a location on the customer's property that is agreed to by the property owner, minimizes impact to existing site features and private property improvements and which most directly connects the new water meter location with the connection point for the customers water service.
- B. The new water service connection on private property shall include new customer service line from the new meter location to the agreed upon point of connection with the customer house water service line; piping, fittings, valves, and appurtenances, excavation and backfill as required; restoration of grass, shrubs, drives, walkways, and other customer property damaged by construction and related work required to result in a new customer service line system that meets code requirements.

3.03 STERILIZATION

The entire potable water collection and distribution system shall be thoroughly sterilized with a

solution of not less than 50 parts per million of available chlorine. The sterilizing solution shall be allowed to remain in the system for a period of three hours after which time all valves and faucets shall be opened and the system shall be flushed with clean water until the residual chlorine content is not greater than 0.92 parts per million, unless otherwise directed.

END OF SECTION

SECTION 02614 STEEL PIPE AND FITTINGS

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment, and incidentals required and install, complete, ready for operation and field test all steel pipe as shown on the drawings and specified herein.
- B. Steel pipe shall include black steel, galvanized steel, and stainless steel pipe and fittings.
- C. Provide steel pipe only where specifically called out on the drawings.

1.02 DESCRIPTION OF SYSTEM

- A. All of the equipment specified herein is intended to be standard steel pipe for use in transporting certain chemicals and liquids as shown on the drawings and specified herein.

1.03 QUALIFICATIONS

- A. All steel pipe shall be furnished by a single manufacturer who is fully experienced, reputable and qualified in the manufacture of the steel pipe to be furnished. The equipment shall be designed, constructed, installed in accordance with the best practices and methods and shall comply with all these specifications.
- B. Steel pipe and fittings shall conform to all applicable standards of ASTM, ANSI and AWWA.

1.04 SUBMITTALS

- A. Submit to the County for approval in accordance with the General Conditions and Section 01340, shop drawings to include dimensioning and technical specifications for all pipe to be furnished.

PART 2 MATERIALS

2.01 STEEL PIPE AND FITTINGS FOR PIPING

- A. Black Steel Pipe: All black steel pipe shall be seamless, Grade B and in conformance with ASTM Designation A-53 and ANSI B36.10.

- B. Stainless Steel Pipe:

Stainless steel pipe shall be provided as shown on the drawings. Pipe shall be Schedule 40S, Type 316L, annealed, white pickle finish and shall be in accordance with ASTM Specification A312 and ANSI B36.19. Where indicated on the Drawings, holes shall be drilled in the pipe at the factory by the manufacture.

- C. Steel Pipe Sleeves:

Sleeves for pipe that passes through floors and walls shall be galvanized Schedule 40 steel pipe conforming to ASTM Designation A120. Sleeve dimensions shall conform to the details shown on the drawings. Sleeve ends shall be cut and ground smooth. Sleeves shall be flush with walls and ceilings, but shall extend above the floor as shown on the drawings.

Sleeves for use with mechanical type seals shall be sized in conformance with the seal manufacturer's requirements.

2.02 STEEL PIPE FOUR (4) INCHES AND LARGER

- A. Except as modified or supplemented herein, all steel pipe, fittings and specials shall conform to the applicable requirements of the following standard specifications latest editions:

AWWA Standards

- C200 Steel Water Pipe 6 Inches and Larger
- C203 Coal-Tar Protecting Coatings and Linings for Steel Water Pipelines - Enamel and Tape-Hot-Applied.
- C205 Cement-Mortar Protective Lining and Coating for Steel Water Pipe - 4 inches and larger - Shop Applied.
- C206 Field Welding of Steel Water Pipe
- C207 Steel Pipe Flanges for Waterworks Service - Sizes 4 inches through 144 inches, Class D.
- C208 Dimensions for Steel Water Pipe Fittings

- B. All steel pipe shall be manufactured and tested in accordance with the standards set forth in AWWA C200 latest edition for fabricated or mill type water pipe. The pipe shall be made from sheet or plate rolled into sections having longitudinal or spirally formed butt-welded seams. Girth seams shall be butt welded and shall be at least 8 feet apart except in specials and fittings. The steel shall conform to the standards established in Section 2 and Section 3 AWWA C200.

1. Minimum Physical Properties of Steel Plate or Sheet:

- a. All steel pipe, specials and fittings shall be manufactured from steel plate or sheet having a specified minimum yield of 35,000 psi and specified minimum tensile of 60,000 psi. Test reports verifying the actual physical and chemical properties of the piping must be submitted to the County as soon as possible after manufacturing and fabrication. The test reports shall state the hydrotest pressure applied to all sections of straight pipe and to straight pipe used in fabrication of specials and fittings.
- b. All steel pipe, specials and fittings shall be manufactured or fabricated to the diameter as shown on the drawings. The normal size shall be the outside diameter of 14 inches and larger. For sizes less than 14 inches, the pipe shall be the normal steel pipe dimensions as listed in ASTM A53 specification. All diameters of steel pipe, specials and fittings shall have minimum nominal wall thicknesses as stated herein below:

<u>Diameter</u>	<u>Minimum Wall Thickness</u>
54"	.375
48"	.375
42"	.375

36"	.375
30"	.375
24" & smaller	.250

- C. All fittings and specials shall be provided with ends as required for installation and shall be fabricated to the dimensions as shown on the drawings. All fittings shall be fabricated in accordance with the standards set forth in AWWA C208 latest edition. Fittings and specials shall be fabricated from hydrostatically tested pipe meeting AWWA C200 and will not require any further hydrostatic test in the shop. In reducing sections, the wall thickness will be governed by the largest end. Elimination of joints shown on the drawings must be approved by the County prior to the fabrication process.
- D. Flanged and Coupling Standards:
1. All flanges, bolts, nuts and gaskets shall meet standards established in AWWA C207. Flanges shall be Class D suitable for pressure up to and including 150 psi with facing and drilling as stated in Section 3 of C207. Procedure for attachment of flanges shall be in accordance with Section 10 of AWWA C207. Blind flanges shall conform in diameter drilling and thickness to the flanges to which they attach and shall produce a watertight joint under the specified test pressure.
 2. Mechanical couplings shall be Dresser Style 38, Rockwell Style 411 or equal. The middle ring of each coupling shall have a minimum thickness at least equal to that specified for the size of pipe on which the coupling is to be used and shall be 7 inches long for pipe 30 inches and smaller, 10 inches long for pipe 36 inches and larger. The pipe stop shall be omitted from the inner surface of the middle rings and the couplings shall be cleaned and shop primed with the manufacturer's standard rust inhibitive primer. The filter backwash header and where shown on the drawings shall the mechanically coupled joints be restrained with harness bolts and lugs. Joint harnesses, where applicable, shall conform to the details on the drawings. Lugs shall be attached to the pipe in the shop and coated as specified for the adjacent pipe. The dimensions shall be stated in AWWA M011 19.8.
- E. Pipe supports, anchors, blocking and hangers shall be fabricated in accordance with the details shown on the drawings and shall be installed complete with all accessories required for proper operation of the system. Should it be necessary to modify the details for proper installation, all such modifications shall be subject to approval by the County. Lugs required for anchorage of the piping system shall be attached in the shop and coated as the adjacent pipe.
- F. All steel pipe, fittings, specials and appurtenances shall be prepared, primed, coated and lined as specified herein below:
1. Exterior surfaces of all steel pipe, fittings, specials, flanges, anchors and pipe supports exposed in above ground or interior locations shall be thoroughly cleaned in the shop by blasting with grit, shot or sand to SSPC SP6. One coat of primer shall be applied to the cleaned dry surface in a proper workmanship like manner and as recommended by the primer manufacturer. The primer shall be subject to approval of the County and compatible to the finish coat as specified in the paid section of the specifications. Field painting of the installed system shall be as specified in the painting section.

2. Interior surfaces of all steel pipe, fittings, and specials, which are to be installed exposed aboveground or in interior locations shall be thoroughly cleaned in the shop by blasting with grit, shot or sand to SSPC SP6. Two coats of paint shall be applied to the interior of the pipe at the shop. The paint coats shall be Koppers Bitumastic Super Tank Solution applied at a minimum of 8 mils D.F.T. per coat.
3. Exterior surfaces of all steel pipe, fittings and specials which are to be installed underground and in manholes which will not be encased in concrete shall be coated in the shop with coal tar enamel in accordance with the standards established in AWWA C203-78, except as modified or supplemented herein.
4. The exterior coating system for below ground steel pipe shall consist of coal tar enamel, fibrous glass mat, asbestos pipelines felt wrap and finally wrapped with kraft paper and shall be applied by the procedure described in AWWA C203. The coating shall be held back 12 inches from ends to be mechanically coupled with uncoated areas primed with coal tar primer. The coating system must be done in the shop by an established pipe coating applicator acceptable to the coating materials manufacture and the County. Repairs of the any damage to the coating system incurred during the shipment and the field coating of couplings and ends where coatings have held back for joints shall be done by experienced and qualified personnel approved by the County. Procedure for such field coating shall be as described in AWWA C203.
5. The interior surfaces of all steel pipe, fittings, and specials which are to be installed below ground shall be cleaned and lined with cement mortar conforming to the standards set forth in AWWA C205-80. All work performed in the lining process shall be done in a thorough and workmanship like manner by trained personnel under the supervision of experienced men skilled in the operations they supervise. The lining thickness shall be as follows:

Pipe Size (Inches)	Coating Thickness (Inches)	Tolerance (Inches)
4-10	1/4	-1/32 + 1/32
11-23	5/16	-1/16 + 1/8
24-36	3/8	-1/16 + 1/8
over 36	1/2	-1/16 + 1/8

Handling and transporting of cement mortar lined pipe shall be in accordance with Section 6 of AWWA C205 and Section 2.14 of AWWA C203.

6. The interior surface of all steel air piping shall be coated with a two part epoxy coating system equivalent to 7.0 mils DFT of Mobil Chemical 78-D-7 followed by 7.0 mils DFT of Mobil Chemical 78-W-3 or equal.

2.03 STEEL PIPE AND FITTING AND CHLORINE GAS PIPING

- A. If steel pipes are used for chlorine gas lines, they shall be Schedule 80 seamless steel pipe conforming to ASTM A120. All joints shall be threaded. Threaded joints shall be made up with a cement prepared from litharge and glycerin, or teflon tape. The cement shall be applied to the male thread only. Fitting except unions, shall be carbon steel 2,000 pounds CWP. Unions shall be of the flanged, ammonia type, either two-bolt or four-bolt square.

PART 3 EXECUTION

3.01 INSTALLATION AND TESTING

- A. Steel pipe shall be installed true to alignment and rigidly supported anchors shall be provided where indicated.

After installation, the piping shall be tested by undergoing a four-hour pressure test at 20 percent above the designed operating pressure plant water supply lines. If any joint or pipe proves to be defective, it shall be repaired to the satisfaction of the County.

- B. Screwed joints shall be made up with good quality thread compound and applied to the male thread only. After having been set up, a joint must not be backed off unless the joint is completely broken, the threads cleaned and new compound applied. All joints shall be air tight.
- C. Stainless steel pipe shall have threaded joints or otherwise as required and shall be installed as shown on the Drawings.
- D. Sleeves of the proper size shall be installed for pipes passing through floors and walls as indicated on the drawings. Sleeves shall be given a prime coat of rust inhibitive primer such as Koppers No. 621, or equal.
- E. When cutting of pipe is required, the cutting shall be done by machine in a neat workmanlike manner without damage to the pipe. Cut ends shall be smooth and at right angles to the axis of the pipe.
- F. All field welding shall be in accordance with the American Welding Society Standards. The strength of the field weld shall develop the strength of the pipe. Welds shall receive a field coating of paint as specified in Section 09900 and as approved by the County.
- G. All galvanized steel pipe thread shall be clean, machine cut, and all pipe shall be reamed before erection. Each length of pipe as erected shall be up-ended and rapped to dislodge dirt and scale.
- H. All galvanized steel piping shall have a sufficient number of unions to allow convenient removal of piping. Unions shall be compatible with pipe.

3.02 PAINTING

- A. Pipe and fittings exposed to view, except stainless steel, shall receive a prime coating of rust inhibitive primer such as Koppers 621 or equal. Prior to prime coating, all surfaces shall be cleaned of all mill scale, rust, dirt, grease and other foreign matter.
- B. All piping and fittings exposed to view except stainless steel pipe shall be painted as specified.

END OF SECTION

SECTION 02615 DUCTILE IRON PIPE AND FITTINGS

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. The Contractor shall furnish all labor, materials, equipment and incidentals required to install ductile iron pipe and restrained joint ductile iron pipe and cast iron or ductile iron restrained joint fittings, complete, as shown on the Drawings and specified in these Standards.
- B. Fittings are noted on the drawings for the Contractor's convenience and do not relieve him from laying and jointing different or additional items where required.
- C. The Contractor shall furnish all labor, materials, equipment and incidentals required to install push-on joint or restrained joint ductile iron pipe, complete as shown on the Drawings and Specifications.
- D. Newly installed pipe shall be kept clean and free of all foreign matter. All DI pipe installed underground shall be poly wrapped unless noted otherwise on the plans.

1.02 SUBMITTALS

- A. The Contractor shall submit to the County, within ten days after receipt of Notice to Proceed, a list of materials to be furnished, the names of the suppliers and the appropriate shop drawings for all ductile iron pipe and fittings.
- B. The Contractor shall submit the pipe manufacturer's certification of compliance with the applicable sections of the Specifications.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Ductile iron pipe shall conform to AWWA C150 and AWWA C151. Pipe shall be Pressure Class 350. All ductile iron pipe used in above ground applications shall be Special Thickness Class 53. All pipe materials used in potable water systems shall comply with NSF Standard 61.
- B. Unrestrained joint pipe shall be supplied in lengths not to exceed 21 ft. and shall be either the rubber-ring compression-type push-on joint or standard mechanical joint pipe as manufactured by the American Cast Iron Pipe Company, U.S. Pipe and Foundry Company, or an approved equal.
- C. All mechanical joint fittings shall be pressure rated for 350 psi for sizes 4-24 inches and 250 psi for sizes 30 inches and larger. All flanged fittings shall be pressure rated for 250 psi for all sizes. All fittings shall meet the requirements of AWWA C110 or AWWA C153.
- D. Rubber gaskets shall conform to AWWA C111 for mechanical and push-on type joints and shall be Ethylene Propylene Diene Monomer (EPDM) rubber for potable water and reclaimed water pipelines. Standard gaskets shall be such as Fastite as manufactured by American Cast Iron Pipe Company, or an approved equal. Acrylonitrile butadiene (NBR) gaskets shall be used for potable water mains that are located in soil that is contaminated with low molecular-weight petroleum products or non-chlorinated organic solvents or non-

aromatic organic solvents. Fluorocarbon (FKM) gaskets shall be used for potable water mains that are located in soil that is contaminated with aromatic hydrocarbons or chlorinated hydrocarbons. Fluorocarbon (FKM) gaskets shall be used where both classes of contaminants are found.

- E. Water Main and Reclaimed Water Main Coatings: All ductile iron pipe used in water and reclaimed water systems shall have a standard thickness cement lining on the inside in accordance with AWWA C104 and a standard 1-mil asphaltic exterior coating per AWWA C151. All ductile iron or gray iron fittings used in water and reclaimed water systems shall have standard thickness cement linings on the inside per AWWA C104 and an asphaltic exterior coating or they shall have factory-applied fusion bonded epoxy coatings both inside and outside in accordance with AWWA C550.
- F. Wastewater Main Coatings: All ductile iron pipe and fittings used in wastewater sewer systems shall have a factory applied dry film thickness 40-mil Protecto 401 or 40-mil Novocoat SP2000W amine cured novalac ceramic epoxy lining on the inside. The interior lining application is to be based on the manufacturer's recommendation for long-term exposure to raw sewage. To ensure a holiday-free lining, documentation must be provided, prior to shipment, showing each section of lined pipe has passed holiday testing at the time of production per ASTM G62. The lining shall have a minimum one year warranty covering failure of the lining and bond failure between liner and pipe.

Exterior coatings for ductile iron pipe and fittings used in wastewater systems shall be either an asphaltic coating per AWWA C151 or a factory-applied epoxy coating per AWWA C550.

- G. Thrust restraint devices shall be provided at all horizontal and vertical bends and fittings, in casings under roads and railroads and at other locations specifically indicated on the construction drawings. Thrust restraint devices shall be either concrete thrust blocks or restraining glands as manufactured by Star Pipe Products, Stargrip 3000 and 3100, Allgrip 3600, or as manufactured by EBAA Iron Sales, Megaflange, 2000 PV, or other approved equal restraining gland products. Restrained joints, where used, shall be installed at bend and fitting locations and at pipe joint locations both upstream and downstream from the bends or fittings at distances as required by these Standards. Restrained joint pipe fittings shall be designed and rated for the following pressures:

350 psi for pipe sizes up to and including 24" diameter
250 psi for pipe sizes 30" diameter and above

2.02 DETECTION

- A. Pipe shall have a 3-inch wide warning tape of the proper color placed directly above the pipe 12 inches below finished grade or a 6-inch warning tape between 12 inches and 24 inches below finished grade.
- B. Pipe shall have a solid, 10 gauge, high strength, copper clad steel wire with a polyethylene jacket of appropriate color installed along the pipe alignment as detailed in these standards. Tracer wire shall be manufactured by Copperhead Industries or Manatee County approved equal.

2.03 IDENTIFICATION

- A. Each length of pipe and each fitting shall be marked with the name of the manufacturer, size and class, lining type, and shall be clearly identified as ductile iron pipe. All gaskets shall be marked with the name of the manufacturer, size and proper insertion direction.
- B. All ductile iron pipe 12 inches and smaller shall be entirely polyethylene-wrapped blue for water mains, purple (Pantone 522 C) for reclaimed water mains and green for sewer mains, per AWWA C105.
- C. All ductile iron pipe greater than 12 inches shall be spiral wrapped with color coded polyethylene at a six-inch minimum spacing, If soil testing, in accordance with AWWA C105, indicates that the soil at the site is corrosive, the ductile iron pipe shall be entirely polyethylene-wrapped with color coded polyethylene.
- D. Poly-wrap shall be by V-Bio™ Enhanced Polyethylene Encasement (or equivalent).
- E. All above ground potable water mains and appurtenances shall be painted safety blue.

END OF SECTION

SECTION 02616 DISINFECTING POTABLE WATER PIPE LINES

PART 1 GENERAL

1.01 SCOPE OF WORK

The Contractor shall furnish all labor, materials, equipment and incidentals required to clean and disinfect potable water pipe lines. This work is required to place all types of pipe into service as potable water lines.

1.02 CLEANING WATER MAINS

At the conclusion of the work, the Contractor shall thoroughly clean all of the new pipes to remove all dirt, stones, pieces of wood or other material which may have entered during the construction period per Section 02618.

1.03 DISINFECTING & BACTERIOLOGICAL TESTING OF POTABLE WATER PIPE LINES

- A. All record drawing requirements must be submitted to the County prior to starting the bacteriological testing of the water lines.
- B. After the new potable water pipelines have been hydrostatically tested, or after existing potable water pipelines have been modified or repaired, they shall be cleaned, disinfected and sampled and tested for the presence of coliform organisms in accordance with AWWA C651.
- C. The County Inspector shall have been notified and shall be present at the time of the introduction of the chlorine disinfectant and water from the supply system into the main.
- D. At the end of the chlorine contact period, the chlorine residual shall be determined by sampling and testing, and the results shall be reported to the regulatory agencies with the County and State. The pipelines shall then be flushed thoroughly with clean potable water until chlorine measurements show that the concentration is no higher than the chlorine concentration that is acceptable for domestic use.
- E. Discharge flows from cleaning or flushing operations, and heavily chlorinated water from disinfecting operations, shall be disposed of in a manner consistent with US EPA, FDEP and SWFWMD regulations. Chapter 62-302 F.A.C. water quality standard for residual chlorine in Class III waters is <0.01 mg/L (ppm).
- F. After final flushing and before the new main is connected to the distribution system, sampling and analysis of the replacement water shall be performed by an approved laboratory or by the Department of Health. Sampling locations shall be as required by AWWA C651 or as determined by the FDEP representative. Pipelines that are tested and return an unsatisfactory test result shall be reflushed and resampled, or re-disinfected, or otherwise reconditioned, until a satisfactory result is attained.
- G. No potable water main shall be placed into service until the results of the bacteriological tests are satisfactory and the FDEP has provided the County with a written letter of acceptance. Potable water services, fire service, and fire hydrant leads that are exempt from a permit from the FDEP but still require bacteriological sampling in accordance with Chapter 62-555, Florida Administrative Code, shall not be placed into service until the results of the

bacteriological tests are satisfactory and the Manatee County Public Works Engineering Department has provided written acceptance.

- H. Special disinfecting procedures when approved by the County, may be used where the method outlined above is not practical.

END OF SECTION

SECTION 02617 INSTALLATION AND TESTING OF PRESSURE PIPE

PART 1 GENERAL

Reference Section 1.8, Installation of Pipelines in the Manatee County Public Works Utility Standards Part 1-Utility Standards Manual.

1.01 GENERAL

- A. Furnish and install pipe, fittings, valves, fire hydrants, services, and all other appurtenances and incidentals complete and in-place as required by the construction drawings.
- B. Where potable or reclaimed water mains are to be installed under pavement, in parking lots, etc., the main shall be DI or protected by a steel casing pipe.
- C. All pipe crossing state or federal roads or local arterials & thoroughfares shall be installed in a casing pipe.
- D. Services under any kind of pavement shall be Type "L" copper or Schedule 40 stainless steel.
- E. Water mains 16-inches and larger shall be ductile iron. High density polyethylene or PVC (for 16" only). The use of HDPE pipe must be authorized by the County prior to ordering and installation.
- F. Soil testing in accordance with AWWA C105 shall be performed during the design phase to determine if the soil is corrosive to ductile iron pipe. One (1) soil test shall be performed for pipe lengths under 500 lineal feet, with an additional soil test every 500 of additional ductile iron pipe to be installed. The soil testing shall be performed by a Florida licensed geotechnical engineering and signed and sealed report shall be supplied to the County for review prior to installation of the ductile iron pipe for evaluation. The soil testing results shall be used to determine if additional requirements for the installation of ductile iron pipe and/or the restrained joints is warranted.
- G. Ductile iron pipe, with gasket materials as required in these Standards, shall be used in soil that is contaminated with low molecular-weight petroleum products, aromatic hydrocarbons, chlorinated hydrocarbons or organic solvents.
- H. Trees shall not be planted or located within 10 feet of any potable water main, reclaimed water main, sanitary force main or gravity sanitary sewer main that is owned and maintained by County. With prior approval, an approved root barrier may be used with 5 feet of clearance.
- I. All distribution waterlines that enter private property become private lines and shall have a back-flow preventer installed at the right-of-way. BFP can be part of a meter assembly or a BFP / detector check assembly.
- J. Installation tolerances of Pipe Lines:
 - 1. Direct Bury:
 - a. Vertical Alignment = ± 0.5 feet
 - b. Horizontal Alignment = ± 1.0 feet

2. Horizontal Directional Drill (Trenchless Technologies):

a. Vertical Alignment:

- 1) max. slope shall not exceed 2% (2.0 feet within a length of 100 feet).
- 2) No reverse curvature within 200 feet
- 3) No vertical deviation greater than ten (10) percent of the proposed depth of cover at that specific station.

b. Horizontal Alignment:

- 1) max. rate of deviation shall not exceed 1.5% (1.5 feet within a length of 100 feet
- 2) No reverse curvature
- 3) Total deviation not to exceed 2.0 feet

1.02 HANDLING AND STORAGE

- A. Prior to installation, all pipe and fittings shall be inspected. Cracked, broken, or otherwise defective materials not in compliance with these standards shall not be used and shall be removed from the project site.
- B. The pipeline installer shall take care in the handling, storage and installation of the pipe and fittings to prevent injury to the materials or coatings. Use proper implements, tools and facilities for the safe and proper protection of the work. Lower the pipe and fittings from the truck to the ground and from the ground into the trench in a manner to avoid any physical damages. Under no circumstances shall the pipe or fittings be dropped onto the ground or into the trenches.
- C. The pipeline installer shall not distribute material on the job site faster than it can be used to good advantage. Unless otherwise approved by the County, installer shall not distribute more than one week's supply of material in advance of laying. Any materials not to be installed within two weeks of delivery shall be protected from the sunlight, atmosphere and weather by suitable enclosures or protective wrapping until ready for installation. Stored PVC pipe shall be placed on suitable racks with bottom tiers raised above the ground to avoid damage. Storage of pipe on the job site shall be done in accordance with the pipe manufacturer's written instructions.

1.03 SURVEY MARKINGS

- A. As a marker for the Surveyor, a PVC pipe marker or 2" x 4" marker shall be inserted by the Contractor on the top of pipe for potable water mains, reclaimed water mains and sanitary force mains at intervals no greater than 200 feet apart and at locations where there is a substantial grade change. The pipe markers shall indicate the pipe diameter and shall be labeled PWM in "safety" blue, RWM in purple, and FM in green, for potable water mains, reclaimed water mains and sanitary force mains, respectively. The Contractor is responsible for making the aforementioned markers available to the Surveyor. The Contractor shall field locate the mains and fittings when markers are not made available to the Surveyor.
- B. As a marker for the Surveyor, a PVC pipe marker or 2" x 4" marker shall be inserted by the Contractor on the top of all pipe fittings (other than sanitary sewer service wyes, potable water saddles and reclaimed water saddles). The markers for fittings shall indicate the type of fitting and shall be labeled PWF in "safety" blue, RWF in purple, and FMF in green, for

potable water fittings, reclaimed water fittings, and sanitary force main fittings, respectively. The Contractor is responsible for making the aforementioned markers available to the Surveyor. The Contractor shall field locate the mains and fittings when markers are not made available to the Surveyor.

- C. A PVC pipe marker or 2" x 4" marker shall be inserted by the Contractor at the beginning and end of each horizontal directional drill (HDD). The HDD Contractor shall provide a certified report and bore log indicating the horizontal and vertical location every 25 linear feet or less along the pipe.
- D. A 2" PVC pipe marker with a painted end cap shall be inserted by the Contractor at the ROW line indicating each individual new service location or stub out. The marker shall be a 6 foot length of PVC pipe inserted 2 feet into the ground and shall be painted "safety" blue for potable water, purple for reclaimed water, and green for sewer.

1.04 PROCEDURE FOR TESTING WATER LINES, FORCE MAINS AND RECLAIMED WATER LINES

- A. A 48-hour notice is needed prior to testing. A letter stating the reasons testing should be scheduled ahead of other jobs must accompany all emergency testing requests.
- B. County and Contractor must be present for all testing, except for testing tapping valves and sleeves.
- C. HYDROSTATIC TESTING
 1. Refer to Manatee County Public Works Utility Standards Part 1-Utility Standards Manual Section 1.8.7.

1.05 INSPECTION/TESTING PROCEDURE COVERING BORED PIPE LINES OR CASING AND CONDUITS INSTALLED ACROSS PREVIOUSLY TESTED AND/OR COUNTY ACCEPTED WATER AND SEWER PIPE WITHIN DEVELOPMENT PROJECTS UNDER ACTIVE CONSTRUCTION

- A. Prior to testing water and sewer lines, every effort will be made to install sleeves for underground utilities that will cross these water and sewer lines or services.
- B. Where it has not been possible to pre-install sleeves prior to testing and bores or conduits are required, it is the responsibility of the utility company and/or their Contractor performing the work to provide Manatee County Utility Operations Department or the Engineer of Record with accurate horizontal and vertical as-built information of the sleeves, bores and conduits installed by said utility company. This applies to all bores and conduits crossing water and sewer lines.
- C. Procedures to be followed for installation of conduits, pipe lines and bores that will cross, or be closer than 5'-0" horizontally and 18 inches vertically to, previously tested water and sewer lines that are still under the ownership of the developer/contractor.
 1. Notify the County and obtain the best as-built information available. Allow sufficient time for the County to field locate the existing pipe lines.
 2. Submit drawings of proposed location to the County and Manatee County Utility Operations Dept. Utility Locations Section for review.
 3. Obtain a County Right-of-Way Use Permit if the work area is within a dedicated area of right-of-way.

4. Perform installation in the presence of a County representative. Call (941) 792-8811, ext. 5061 or ext. 5069 with at least two (2) working days notice.
 5. Submit two (2) copies of as-built information to the County to incorporate into the record drawings to be submitted to the County.
 6. Failure to follow steps 2) thru 5) will result in additional charges for retesting the previously tested water and sewer lines.
- D. Procedures to be followed for installation of conduits, pipe lines and bores crossing or closer than 5'-0" horizontally and 18 inches vertically to previously tested water and sewer lines that have been previously accepted by Manatee County:
1. Obtain record drawing information from the County.
 2. If roadway has been dedicated to Manatee County, obtain Right-of-Way Use Permit and copy the Project Management Department Locations Section with proposed location drawing.
 3. Follow procedures in "Sunshine State One-Call", paying special attention to the requirements of Section VII.
- E. Should water or sewer lines be damaged during the bore pipe line or casing installation, the cost of any repairs and retesting will be paid for by the utility company that installed the bore. The actual clearance between a bored casing crossing a water or sewer pipe should not be less than 18 inches.

1.06 DETECTION

- A. Direct buried pipe shall have 3" detectable metallic tape of the proper color placed directly above the pipe and 12" below finished grade or 6" detectable tape between 12" and 24" below finished grade.
- B. Direct buried or horizontal directional drilled non-metallic pipe shall also have tracer wire installed along the pipe alignment. The tracer wire to be used shall be a solid, 10 gauge, high strength, copper clad steel wire with a polyethylene jacket of appropriate color manufactured by Copperhead Industries or Manatee County approved equal.

END OF SECTION

SECTION 02618 PIPELINE CLEANING

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. The Contractor shall furnish all labor, materials, equipment and incidentals required to clean all new lines 4" and larger, and existing pipelines as specified in this specification and as indicated on the Drawings.
- B. This work shall include the furnishing and installation of all pig launching and retrieval devices and the appropriate pigs for the cleaning procedure, and all necessary excavations, shutdowns, fittings and valves required.

1.02 RELATED WORK

- A. The contractor is responsible for all necessary supply water.
- B. The contractor is responsible for all necessary bypass pumping.
- C. The contractor is responsible for the proper disposal of any materials removed from the pipe lines as a result of the cleaning procedure.

1.03 SUBMITTALS

- B. The Contractor shall submit prior to construction, a cleaning plan, Shop Drawings, and layout diagram for approval to the County.
- B. The Contractor shall submit to the County a list of materials to be furnished, and the names of suppliers.

1.04 QUALIFICATIONS

- A. The Contractor performing this work shall be fully qualified, experienced and equipped to complete this work expeditiously and in a satisfactory manner.
- B. The Contractor shall also be capable of providing crews as needed to complete this work without undue delay.
- C. The County reserves the right to approve or disapprove the Contractor, based on the submitted qualifications.

PART 2 PRODUCTS

2.01 GENERAL

- A. The contractor shall be responsible for furnishing pigs in sufficient numbers and sizes, of appropriate densities, coatings and configurations to properly clean the piping systems.
- B. All pigs used for the cleaning of sewer or reclaimed water lines shall not be used in the cleaning of potable water lines.

2.02 MATERIALS

- A. The pig launching and retrieval equipment shall be of the latest design and construction and shall include the means to maintain constant monitoring of the in-line flows and pressures of the system being cleaned and the constant location of the cleaning pigs in the system. Launching and retrieval systems shall be fabricated, designed and manufactured according to ANSI standards and capable of withstanding working pressures of 150 psi. Launching and receiving devices shall be sized one diameter larger than the system to which it will be attached with a minimum length of 2.5 times the diameter.
- B. The contractor shall have available for immediate use an electronic pig detector for use in the system being cleaned to provide a means of tracking the passage of the pig in the system to locate areas of potential or suspected blockage and other disparities in the system.
- C. The pig shall be constructed of elastomer polyurethane with an open cell construction and a density equal to or suitable for use in the piping system being cleaned. Pig configuration shall consist of a parabolic nose with a concave base and coated with a resilient surface material that will maintain a peripheral seal and will effectively clean the piping system without over abrading the interior pipe wall. Pig characteristics shall include the ability to navigate through 90 degree bends, 180 degree turns, bi-directional fittings, full port valves, reduce its cross sectional area and return to its original design configuration and be propelled by hydraulic pressure.

PART 3 EXECUTION

3.01 PIPELINE CLEANING

- A. The cleaning of the pipe line shall be done by the controlled and pressurized passage of a polyurethane pig of varying dimensions, coatings and densities as determined by the County through the piping system.
- B. A series of pigs shall be entered into the system at a point as near to the beginning as is logistically and mechanically feasible.
- C. A launching assembly shall be used as the entrance point for the pig. This assembly shall allow for the following:
 - 1. The entering of pigs into the system by providing the means to induce flow from an external source, independent of the flows and pressures immediately available from the system, on the back of the pig to develop sufficient pressure to force the pig through the system.
 - 2. A means to control and regulate the flow.
 - 3. A means to monitor the flows and pressures.
 - 4. A means to connect and disconnect from the system without any disruption to the operation of the system.
- D. The pig shall be removed or discharged from the system at a point as near to the end as is logistically and mechanically feasible.
- E. The contractor shall be responsible for the retrieval of the pig at the discharge point. This may include setting a trap that will not disrupt normal flow and operations but will capture the pig and any debris. A retrieval assembly may also be used but said assembly shall be able to connect and disconnect from the system without any disruption to the operation of

the system.

- F. Alternative launching and retrieval methods shall be done with the prior approval of the County.
- G. Any pig that cannot progress through the piping system shall be located by the contractor and removed by excavation of the pipe in order to remove the blockage. All pipe repairs shall be the responsibility of the contractor and shall be performed with as little disruption to the system as possible.
- H. Any increase in pressure that cannot be accounted for, i.e. fittings or valves or additional cleaning runs, shall be investigated, per the Engineers' approval, by locating the pig at the beginning of the increased pressure and excavating to determine the cause of the pressure increase. All pipe repairs shall be the responsibility of the contractor and shall be performed with as little disruption to the system as possible.
- I. Final flushing of the cleansed lines shall be performed after the last successful run of the pig as determined by the County. The contractor shall be responsible for all applicable flushing and disinfection requirements for potable water lines.

3.02 ACCEPTANCE

- A. The contractor shall maintain and provide a report at the end of the cleaning procedure containing the following:
 - 1. The pressures in the pipe during the pigging procedure.
 - 2. Any inline problems encountered during the procedure including all excavations with detailed locations, reason for the excavation and any corrective measures taken to the pipeline.
 - 3. A record of the pigs used, their sizes, styles and other pertinent information regarding what materials were used during the cleaning.
 - 4. An analysis of the condition of the pipeline before and after the cleaning procedure.

END OF SECTION

SECTION 02619 HORIZONTAL DIRECTIONAL DRILLING

PART 1 GENERAL

1.01 SCOPE

The Contractor shall furnish all labor, materials, equipment and incidentals required to install all pipe, fittings and appurtenances as shown on the Drawings and specified in the Contract Documents by Horizontal Directional Drilling (HDD).

1.02 GENERAL

- A. All existing structures, water and sewer lines, storm drains, utilities, driveways, sidewalks, signs, mail boxes, fences, trees, landscaping, and any other improvement or facility in the construction area that the Contractor disturbs for his own construction purposes shall be replaced to original condition at no additional cost to the County.
- B. For "Navigable Waters of the U.S." reference 33 of the Code of Federal Regulations, Part 329.
- C. For "Waters of the U.S." reference 33 of the Code of Federal Regulations, Part 323.
- D. For "Waters of the State" reference Section 62-301 of the Florida Administrative Code.

1.03 TESTING

- A. In place soil compaction tests shall be performed by a qualified testing laboratory.
- B. Compaction tests shall be taken at every excavation, except in the road crossings or road shoulders; tests are to be taken according to current FDOT Standards.
- C. All pipe shall be tested in accordance with the appropriate material specifications.
- D. Reference Standards: American Society for Testing and Materials (ASTM), D1557, Moisture-Density Relations of Soils Using 10-lb. Rammer and 18-in. Drop.
- E. The density of soil in place shall be a minimum of 95 percent in accordance with ASTM test 1557-70T, Method A or C.

1.04 QUALIFICATIONS

- A. Pipe Manufacture: All pipe and fittings shall be furnished by a single manufacturer who is fully experienced, reputable and qualified in the manufacture of the items to be furnished.
- B. Drilling Supervisor: The Contractor shall provide a competent boring specialist who shall remain on the project site during the entirety of the directional boring operation. This includes, but is not limited to, drilling fluid preparation, seaming, boring and pulling. The boring specialist shall have a minimum of five years of experience in supervising directional bores of similar nature, diameter, materials and lengths.
- C. Pipe Fusion: All boring and fusing equipment shall be certified for operation. The Contractor responsible for thermal butt fusing pipe and fittings shall have manufacturer certification for performing such work or a minimum of five years of experience performing this type of work.

If no certification is available, written documentation of the required work experience shall be submitted for approval.

- D. Drilling Fluid Specialist: The personnel responsible for supervising the supply, mixing, monitoring fluid quality, pumping and re-circulation system proposed for the drilling fluid shall have a written certification issued by the Drilling Fluid manufacturer for performing such work or a minimum of five years of experience performing this type of work. If no certification is available, written documentation of the required work experience for the proposed personnel shall be submitted for review and approval.

1.05 SUBMITTALS

- A. Detailed description including specifications and catalog cuts for:
1. Shop drawings and catalog data for all HDD equipment.
 2. The pipe manufacturer's maximum degree of radial bending allowed for the pipe when full and when empty and pullback force recommended setting.
 3. Steering and tracking devices including specific tracer wire.
 4. Drilling fluids; the drilling fluid submittal shall include the ratio of mixture to water, including any additives, based on the Contractor's field observations prior to construction, knowledge and experience with drilling in similar conditions, and any soil data provided in the Contract Documents, which shall be verified by the fluid specialist.
 5. Shop drawings for the breakaway swivel, including the method of setting the swivels' break point and set point to be used.
 6. Shop drawings for sizing of the mandrel for pull through testing
 7. Pipe assembly procedure, details of support devices, and staging area layout including methods to avoid interference with local streets, driveways, and sidewalks.
 8. Details of pipe fusion procedures and copies of the fusion technician qualification certification or documentation.
 9. Drilling fluid technician qualification certification or documentation
- B. If the Contractor proposes any changes to the pull-back distance or profile shown on the drawings, he may be required to submit a complete design for the proposed pipe including an analysis for pull-back forces, external loads including full hydrostatic pressure if empty, external forces due to borehole collapse, ovalization during pull-back, thermal stress while exposed to Sun-light, shortening after release of pull-back force, and tensile stress during pull-back.
- C. Bore Plan: For all contiguous piping installations over 300 feet in length or any installations for piping larger than 4" in diameter, the Contractor shall submit a Bore Plan that includes the following:
1. Contact information and experience for the drilling fluid specialist.
 2. The number of passes the bore will include to get the product pipe installed.
 3. The pilot bore and all reaming bore sizes including the final pullback with the product pipe.
 4. Drilling rod length in feet.
 5. The pilot bore, pre-ream bores (if any) and pullback production rate in minutes per (drilling) rod to maintain adequate mud flow.
 6. Details of the entry and exit pit locations along with entry and exit angles for the bore, drawn to scale, depicting the position of all required equipment, access points, existing facilities to remain in place, existing traffic lanes to be maintained in

- operation, office trailers and storage sites.
7. The method of fusing or joining pipe of adjacent bores to ensure that the joint is on grade with the installed pipe.
- D. Furnish a Bore Path Report to the County within seven days of the completion of each bore path. Data collected by the County Representative does not relieve the Contractor from the responsibility of recording his own data. Include the following in the report:
1. Location of project, project name and number
 2. Name of person collecting data, including title, position and company name
 3. Investigation site location (Contract plans station number or reference to a permanent structure within the project right-of-way)
 4. Driller's Log & identification of the detection method used
 5. Elevations and offset dimensions of installed pipe as referenced to the drawings
 6. Data log of pullback force during product pipe installation
 7. All failed bores. Include length of pipe left in place and explanation of failed installation.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Incidental materials that may or may not be used to install the product depending on field requirements are not paid for separately and will be included in the cost of the installed product.
- B. Drilling Fluids shall use a mixture of bentonite clay or other approved stabilizing agent mixed with potable water with a pH of 8.5 to 10.0 to create the drilling fluid for lubrication and soil stabilization. Vary the fluid viscosity to best fit the soil conditions encountered. Contractor shall have appropriate additives for drilling fluid available for different soil conditions that may be encountered. Do not use any other chemicals or polymer surfactants in the drilling fluid without written consent from the County. Certify to the County in writing that any chemicals to be added are environmentally safe and not harmful or corrosive to the product pipe.
- C. For drilling operations that will be below waters of the State of Florida, only bentonite free drilling fluids shall be used. Acceptable products are BioMax, manufactured by M-I Swaco, Inc., P.O. Box 2216, Laurel, Mississippi 39440, Phone: (800) 731-7331 or Bio-Bore, manufactured by Baroid Drilling Fluids, Inc., P.O. Box 1675, Houston, Texas 77251, Phone: (731) 987-5900 or approved equal.
- D. Identify the source of water for mixing the drilling fluid. Approvals and permits are required for obtaining water from such sources as streams, rivers, ponds or fire hydrants. Any water source used other than potable water may require a pH test.
- E. The tracer wire to be used for all directional drills shall be a solid, 10 gauge, high strength, copper clad steel wire with a polyethylene jacket of appropriate color manufactured by Copperhead Industries or Manatee County approved equal.
- F. Breakaway connectors shall be supplied by DCD Design & Manufacturing, Condux International, Inc. or approved equal.

PART 3 EXECUTION

3.01 SITE CONDITIONS

- A. Carry out excavation for entry, exit, recovery pits, slurry sump pits, or any other excavation as specified in the Contract documents. Sump pits are required to contain drilling fluids if vacuum devices are not operated throughout the drilling operation, unless approved by the County.
- B. Within 48 hours of completing installation of the boring product, clean the work site of all excess slurry or spoils. Take responsibility for the removal and final disposition of excess slurry or spoils. Ensure that the work site is restored to pre-construction conditions or as identified on the plans.
- C. Exposure of product pipe to sunlight shall be limited to 14 consecutive days unless approved by the County.
- D. The pipe shall be supported at intervals along its length with rollers or Teflon pads to minimize frictional forces when being pulled, and to hold the pipe above the ground. Surface cuts or scratches greater than or equal to the maximum defect depth in 3.08 E are not acceptable.

3.02 DAMAGE RESTORATION & REMEDIATION

- A. The Contractor shall take responsibility for restoration for any damage caused by heaving, settlement, separation of pavement, escaping drilling fluid (frac-out), or the directional drilling operation, at no cost to the County.
- B. When required by the County, provide detailed plans which show how damage to any roadway facility will be remedied. These details will become part of the Record Drawings Package. Remediation Plans must follow the same guidelines for development and presentation of the Record Drawings. When remediation plans are required, they must be approved by the County before any work proceeds.
- C. For HDD operations that will be below waters of the State of Florida, the contractor shall be responsible for any damage caused by the drilling operation, including, but not limited to, fracturing of the channel bottom. Any State or Federal required environmental cleanup due to the release of drilling fluids into State waters shall be at the Contractor's expense. The Contractor may at his own expense increase the depth of his drilling operations upon the approval from the County.

3.03 QUALIFICATIONS FOR REJECTION OF DIRECTIONAL BORE

- A. The County may reject any portion of the work that is deemed to be non-responsive to the Contract requirements or not in conformance with approved plans and submittals, and for other factors including the following:
 - 1. Failed Bore: When there is any indication that the installed product has sustained damage, stop all work, notify the County and investigate damage. The County may require a pressure and / or mandrel test at no additional cost to the County and shall have a County representative present during the test. Perform all testing within 24 hours unless otherwise approved by the County. Furnish a copy of the test results and all bore logs to the County for review and approval. The County is allowed up to

5 working days to approve or determine if the product installation is not in compliance with the specifications.

2. Obstructions: If an obstruction is encountered during boring which prevents completion of the installation in accordance with the design location and specification, the pipe may be taken out of service and left in place at the discretion of the County.
3. Pull-back Failure: If the installed breakaway device should fail during pull back.
4. Loss of Drilling Fluids: If the drilling fluid is "lost" during the pull back of the product and cannot be regained within the required timeframe of the manufacturer or if more than a reasonable amount of fluid is used to fill an unknown void and flow cannot be regained. No pipe shall be pulled without visible flow of drilling fluid.
5. Test Failure: If the pipe shall fail a hydraulic pressure test or mandrel test as specified by the County.
6. Damaged Pipe: If at any time when the product is pulled back and any exposed areas have a greater than allowable "gouging" or visible marring of the pipe per the table in 3.08 E.
7. Alignment Tolerance Exceeded: If the vertical and horizontal limits are not within tolerances.
8. Defective Material: Any other defect in material or workmanship which would affect the quality, performance, or installation life of the installed pipeline.

- B. Remediation: All rejected bores shall be at the Contractors expense to correct and provide a satisfactory installed product. The Contractor shall submit to the County a revised installation plan and procedure for approval before resuming work. The County may require non-compliant installations to be filled with excavatable flowable fill or to be completely removed at no additional cost to the County.

3.04 PRODUCT LOCATING AND TRACKING

- A. The County recognizes walkover, wire line, and wire line with surface grid verification, or any other system as approved by the County, as the accepted methods of tracking directional bores. Use a locating and tracking system capable of ensuring that the proposed installation is installed as intended. The locating and tracking system must provide information on:
1. Clock and pitch information
 2. Depth
 3. Transmitter temperature
 4. Battery status
 5. Position (x,y)
 6. Azimuth, where direct overhead readings (walkover) are not possible (i.e. sub aqueous)
- B. Ensure proper calibration of all equipment before commencing directional drilling operation.
- C. Prepare the Driller's Log. Take and record alignment readings or plot points such that elevations on top of and offset dimensions from the center of the product to a permanent fixed feature are provided. Such permanent fixed feature must have prior approval of the County. Provide elevations and dimensions at all bore alignment corrections (vertical and horizontal) with a minimum distance between points of 10 feet. Provide a sufficient number of elevations and offset distances to accurately plot the vertical and horizontal alignment of the installed product.

- D. Installation Location Tolerances:
- a. It shall be the Contractors responsibility to notify the County when the pilot bore activities are taking place. The Contractor shall provide the County a printout of the completed pilot bore path for review prior to pull back of the product.
 - b. The location of the initial bored hole shall be deemed acceptable by the County if the deviations of the bore from the design alignment or approved adjustments do not exceed the following tolerances:
 1. Profile (vertical):
 - a. max. slope shall not exceed 2% (2.0 feet within a length of 100 feet).
 - b. No reverse curvature within 200 feet.
 - c. No vertical deviation greater than ten (10) percent of the proposed depth of cover at that specific station.
 2. Alignment (horizontal):
 - a. max. rate of deviation shall not exceed 1.5% (1.5 feet within a length of 100 feet).
 - b. No reverse curvature.
 - c. Total deviation not to exceed 2.0 feet.
 - c. If the pilot bore does deviate from the above criteria, the Contractor shall notify the County prior to pull back. The County, at its discretion, may require the Contractor to pull back and re-drill the pilot bore to correct any deviations.

3.05 PRODUCT BORE HOLE DIAMETER

Minimize potential damage from soil displacement/settlement by limiting the ratio of the bore hole to the product size. The size of the back reamer bit or pilot bit, if no back reaming is required, will be limited relative to the product diameter to be installed as follows:

Table 2-1. Recommended Relationship between Product Diameter and Reamed Diameter

Product Diameter	Reamed Diameter
< 8"	Diameter of product + 4"
8" - 24"	Diameter of product x 1.5
> 24"	Diameter of product + 12"
*Horizontal Directional Drilling Good Practices Guidelines - HDD Consortium	

3.06 EQUIPMENT REQUIREMENTS

- A. The HDD equipment selected by the Contractor shall be capable of drilling, steering, tracking, reaming and installing the pipeline through all the subsurface conditions that may be present at the site.
- B. Match equipment to the size of pipe being installed. Obtain the County's approval for installations differing from the above chart. Ensure that the drill rod can meet the bend radius required for the proposed installation.
- C. All HDD equipment shall have an electronic data logger to record pull back force during all pipe installations.

- D. All HDD equipment that has the capability to exceed the maximum recommended pulling force shall have a breakaway swivel properly attached to the product pipe that will release if the pullback force exceeds the pipe manufacturers recommended pulling force.

3.07 THRUST / PULLBACK REQUIREMENTS

The Contractor shall provide as part of the required working drawings submittal complete data regarding the operational and maximum thrust or pulling forces to be used for the initial drill head and back-reamer installations, and the final pull-back of the pipe. Gages or other measurement tools shall be used to monitor the forces being used.

3.08 INSTALLATION PROCESS

- A. Ensure adequate removal of soil cuttings and stability of the bore hole by monitoring the drilling fluids such as the pumping rate, pressures, viscosity and density during the pilot bore, back reaming and pipe installation. Relief holes can be used as necessary to relieve excess pressure down hole. Obtain the County’s approval of the location and all conditions necessary to construct relief holes to ensure the proper disposition of drilling fluids is maintained and unnecessary inconvenience is minimized to other facility users.
- B. The Contractor shall determine the pull-back rate in order to allow the removal of soil cuttings without building excess down-hole pressure and to avoid local heaving, or spills. Contain excess drilling fluids at entry and exit points until they are recycled and separated from excavated materials, or removed from the site or vacuumed during drilling operations. Ensure that entry and exit pits and storage tanks are of sufficient size to contain the expected return of drilling fluids and soil cuttings. The bored hole shall always be maintained full of drilling fluids for support of surfaces, and the fluid re-circulation equipment shall operate continuously until the pipe installation is completed and accepted by the County.
- C. Ensure that all drilling fluids are disposed of or recycled in a manner acceptable to the appropriate local, state, or federal regulatory agencies. When drilling in suspected contaminated ground, test the drilling fluid for contamination and appropriately dispose of it. Remove any excess material upon completion of the bore. If in the drilling process it becomes evident that the soil is contaminated, contact the County immediately. Do not continue drilling without the County’s approval.
- D. The timing of all boring processes is critical. Install a product into a bore hole within the same day that the pre-bore is completed to ensure necessary support exists. Once pullback operations have commenced, the operation shall continue without interruption until the pipe is completely pulled into the borehole.
- E. All prepared pipe that is being used for installation shall be adequately supported off the ground along the entire length to avoid damaging of the material during pullback due to ground surface conditions. Surface cuts or scratches greater than or equal to the maximum defect depth are not acceptable.

Pipe Size	Max. Defect Depth
In.	In.
4	1/16
6	1/11
8	5/32
10	3/16

- F. The drilling fluid specialist shall remain on the project site during the entirety of the directional boring operation to ensure proper mixture and production of drilling fluids needed for the bore.
- G. Upon successful completion of the pilot hole, the borehole shall be reamed to a minimum of 25 percent greater than the outside diameter of the pipe being installed.
- H. For bores with more than two radii of curvature (entrance and exit), the borehole should be reamed up to 50 percent larger than the outside diameter of the carrier pipe. Prereaming may be necessary dependent on size of material to be pulled.
- I. Additional passes for prereaming may be required for larger pipe. Incremental increases shall be used as needed until appropriate bore hole size has been achieved.
- J. Prereaming must be accomplished with no product attached to the reamer head on all bore pipe 6" and larger. The bore product maybe pulled back on final pass of prereaming upon prior approval from the County.
- K. After reaming the borehole to the required diameter, the pipe shall be pulled through the hole. In front of the pipe shall be a breakaway swivel and barrel reamer to compact the borehole walls.
- L. The Contractor shall not attempt to ream at a rate greater than the drilling equipment and drilling fluid system are designed to safely handle.
- M. Install all piping such that their location can be readily determined by electronic designation (tracer wire) after installation.
 - 1. For all pipe installations, externally attach two (2) tracer wires; see Section 2.01 - Materials, Part I. above, to the top of product pipe and secure in place with duct tape or 10-mil thickness polyethylene pressure sensitive tape at every joint and at 5 foot intervals.
- N. Connect any break in the conductor line before construction with an electrical clamp, or solder, and coat the connection with a rubber or plastic insulator to maintain the integrity of the connection from corrosion. Clamp connections must be made of brass or copper and of the butt end type with wires secured by compression. Soldered connections must be made by tight spiral winding of each wire around the other with a finished length minimum of 3 inches overlap. Tracking conductors must extend 2 feet beyond bore termini. Test conductors for continuity. Each conductor that passes must be identified as such by removing the last 6 inches of the sheath. No deductions are allowed for failed tracking conductors. Upon completion of the directional bore, the Contractor shall demonstrate to the County that the wire is continuous and unbroken through the entire run of the pipe by providing full signal conductivity (including splices) when energizing for the entire run in the presence of the County Representative. If the wire is broken, the Contractor shall repair or replace it at no additional cost to the County.

3.09

PIPELINE TESTING

A. HYDROSTATIC TESTING

1. Refer to Manatee County Public Works Utility Standards Part 1-Utility Standards Manual Section 1.8.7.

B. MANDREL DEFLECTION TESTING PROCESS

1. The deflection test for flexible pipe systems shall be performed by pulling a mandrel through the pipe line. The mandrel shall have a diameter equal to 80 percent of the inside diameter of the pipe system being tested. When the mandrel cannot be pulled through the pipe line the Contractor shall locate and correct the defect to the satisfaction of the County. After the defect is corrected and trench backfilled, the section of line shall then be retested to compliance.
2. Deflection tests shall be performed not sooner than 24 hours after completion of the pipe pull-back. The Contractor shall take measures to ensure the pipe is clean as not to interfere with the mandrel test.
3. The mandrel types that can be used are:
 - a. a rigid, nonadjustable, odd number of legs (9 legs minimum), mandrel having an effective length not less than its nominal diameter; and (2) be fabricated of steel, fitted with pulling rings at each end, stamped or engraved on some segment other than a runner indicating the pipe material specification, nominal size and be furnished in a suitable carrying case labeled with the same data as stamped or engraved on the mandrel.
 - b. If approved by the County, a smaller diameter piece of similar pipe material that is approximately double the nominal diameter in length and meets the 80% reduction of the inside diameter of the pipe being tested. The pipe length may need to be adjusted to ensure the pipe section cannot become skewed and become lodged; this may cause the test to fail.
4. The mandrel shall be pulled through the pipe by hand to ensure that maximum allowable deflections have not been exceeded or that "necking" has not occurred. Prior to use, the mandrel shall be inspected by County personnel. Use of an unapproved mandrel or a mandrel altered or modified after inspection will invalidate the test. If the mandrel fails to pass, the pipe will be deemed overdeflected or necked.
5. Overdeflected or necked pipe shall be abandoned and reinstalled. The replaced pipe shall be tested for deflection not sooner than 24 hours after installation.

D. The following deficiencies in the flexible pipe system installation shall be corrected by the Contractor at no cost to the County:

1. Overdeflections
2. Stretched or "Necked" Pipe
3. Damaged Pipe
4. Improper Pipe Welds
5. Infiltration Points
6. Debris in the line

E. The County will not accept a credit, maintenance bond, or any other form of compensation in lieu of corrective measures that may be required to correct any sections of flexible pipe

system that are improperly installed or do not meet the requirements of these specifications. In addition, all corrective measures proposed by the Contractor shall be approved by the County. In addition, should repairs of the flexible pipe system be accomplished by the use of any unauthorized materials or procedure, the County will require replacement of those substandard portions or repairs made to conform to the requirements of these specifications.

END OF SECTION

**SECTION 02622 POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS
(AWWA SPECIFICATIONS C-900 & C-905)**

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required to install the PVC piping, iron fittings and other appurtenances complete and ready for use as indicated on the construction drawings.
- B. Provide and install complete all fittings and appurtenances not noted specifically on the construction plans as required to complete the utility system in accordance with these Standards.

1.02 DESCRIPTION OF SYSTEM

The Contractor shall install the piping in the locations as shown on the Drawings.

1.03 QUALIFICATIONS

All plastic pipe, fittings and appurtenances shall be furnished by a single manufacturer who is fully experienced, reputable, qualified and specializes in the manufacture of the items to be furnished. The pipe and fittings shall be designed, constructed and installed in accordance with the best practices and methods and shall comply with these Specifications.

1.04 SUBMITTALS

- A. The Contractor shall submit shop drawings to the County including, but not limited to, dimensions and technical specifications for all piping.
- B. The Contractor shall submit to the County, samples of all materials specified herein.
- C. The Contractor shall submit and shall comply with pipe manufacturer's recommendation for handling, storing and installing pipe and fittings.
- D. The Contractor shall submit pipe manufacturer's certification of compliance with these Specifications.

1.05 TOOLS

The Contractor shall supply special tools, solvents, lubricants, and caulking compounds required for proper installation.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Polyvinyl chloride (PVC) pressure pipe, 4 - 12 inches in diameter, shall be Class 235, DR 18, meeting the requirements of AWWA C900 used for potable and reclaimed water. Mains shall be cast-iron-pipe-equivalent outside diameters (also known as ductile iron pipe size (DIPS)). Each length of pipe shall be hydrostatically tested to four times its pressure class of the pipe by the manufacturer in accordance with AWWA C900.

- B. Polyvinyl chloride (PVC) pressure pipe, 14 inches in diameter, shall be ductile iron pipe size (DIPS) outside diameter and shall meet the requirements of AWWA C905. Pipe used in water, sewer, and reclaimed water service shall be DR 18 and Pressure Class 235. Each length of pipe shall be hydrostatically tested at twice its pressure class in accordance with AWWA C905. Pipe shall be furnished in standard lengths of approximately 20 feet.

PVC pipe shall not be used for potable and reclaimed water mains 16 inches and larger.

- C. Polyvinyl chloride (PVC) pressure pipe, 2-3 inches in diameter, shall be Pressure Rated 200, SDR21, conforming to ASTM D2241, and shall have Iron Pipe Size (IPS) outside diameters. SDR 21 PVC pipe 2-3 inches in diameter shall not be used for working pressures greater than 125 psi. PVC pipe shall not be used in applications, which require pipes that are less than 2 inches in diameter for wastewater force mains. PVC Pipe shall not be used in applications which require pipes that are less than 3 inches in diameter for potable water piping and reclaimed water piping.
- D. Standard PVC pressure pipe joints shall be bell and spigot push-on type with elastomeric ring seals. Ring seal gaskets used at push-on joints shall conform to ASTM F 477 and shall be EPDM rubber for potable and reclaimed water pipes.
- E. Lubricant furnished for lubricating the push-on joints in potable water pipes shall be nontoxic, water soluble, shall not support the growth of bacteria, shall have no deteriorating effects on the gasket or pipe material, and shall not impart color, taste, or odor to the water, and shall be an approved substance per NSF 61.
- F. Thrust restraint devices shall be provided at all horizontal and vertical bends and fittings, in casings under roads and railroads and at other locations as indicated on the construction drawings. Thrust restraint devices for PVC pipe and fittings shall be either concrete thrust blocks or restraining glands as manufactured by Star Pipe Products, Stargrip 3000 and 3100, Allgrip 3600, or as manufactured by EBAA Iron Sales, Megaflange, 2000PV or other approved equal restraining gland products. Restrained joints, where used, shall be installed at bend and fitting locations and at pipe joint locations both upstream and downstream from bends or fittings at distances as required by these Standards.
- G. All fittings for PVC pipe shall be ductile iron or gray iron with mechanical joints and shall conform to AWWA C110 or AWWA C153 and to the applicable sections of these Standards for ductile iron and gray iron fittings.
- H. All pipe materials used in potable water systems shall comply with NSF Standard 61.

PART 3 EXECUTION

3.01 INSTALLATION

The Contractor shall install the plastic pipe in strict accordance with the manufacturer's technical data and printed instructions.

3.02 DETECTION

- A. Direct buried pipe shall have 3" warning tape of the proper color placed directly above the pipe 12" below finished grade or 6" warning tape between 12" and 24" below grade.

- B. PVC pipe shall have a solid, 10 gauge, high strength, copper clad steel wire with a polyethylene jacket of appropriate color installed along the pipe alignment as detailed in these standards. Tracer wire shall be manufactured by Copperhead Industries or Manatee County approved equal.

3.03 IDENTIFICATION

- A. PVC pipe shall bear identification markings in accordance with AWWA C900, AWWA C905 or ASTM D2241.
- B. PVC pipe shall be color coded blue for water, purple (Pantone purple 522C) for reclaimed water or green for pressure sewer using a solid pipe color pigment.

3.04 INSPECTION AND TESTING

All pipelines shall remain undisturbed for 24 hours to develop complete strength at all joints. All pipelines shall be subjected to a hydrostatic pressure and leak testing. Refer to Manatee County Public Works Utility Standards Part 1-Utility Standards Manual Section 1.8.7. Prior to testing, the pipe lines shall be supported in a manner approved by the County to prevent movement during tests.

END OF SECTION

SECTION 02640 VALVES AND APPURTENANCES

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. The Contractor shall furnish all labor, materials, equipment and incidentals required and install complete and ready for operation all valves and appurtenances as shown on the Drawings and as specified herein.
- B. All of the types of valves and appurtenances shall be products of well established reputable firms who are fully experienced and qualified in the manufacture of the particular equipment to be furnished. The equipment shall be designed, constructed and installed in accordance with the best practices and methods and shall comply with these standards as applicable. Valves used in waterworks applications shall comply with Section 8 of NSF Standard 61 for mechanical devices.
- C. All of the equipment and materials specified herein are intended to be standard for use in controlling the flow of potable water, reclaimed water, wastewater, etc., depending on the applications.
- D. All valves and appurtenances shall be of the size shown on the drawings and, to the extent possible, all equipment of the same type on the project shall be from a single manufacturer.
- E. All valves and appurtenances shall have the name of the manufacturer, year of the valve and the working pressure for which they are designed cast in raised letters upon some visible part of the body.
- F. Special tools, if required for the normal operation or maintenance, shall be supplied with the equipment.
- G. All hand actuated buried valves shall have three-piece adjustable valve boxes and 2-inch square AWWA operating nuts. Provide stainless steel extension stems and alignment rings where needed to bring the operating nut to within 4 feet below the box lid.
- H. Water and reclaimed water system isolation valves shall be gate valves for sizes 2-inch through 12-inch and shall be butterfly valves for sizes 16-inch and larger.
- I. Isolation valves for sewer force main pipelines shall be gate valves, unless otherwise noted on the plans. Tapping valves shall be used for tapping force mains. Plug valves shall be full port, have a 100% circular cross section, and must have prior written authorization from the County for use.
- J. Valves shall open when turning the operating nut or wheel counterclockwise and shall close when turning clockwise.
- K. All bonnet bolts, gland bolts, flange connection bolts, nuts, washers, and other trim hardware exposed to the outside environment shall be stainless steel. Thrust collar tie-rod bolts shall be stainless steel. All MJ-type underground bolts, nuts, and washers shall be COR-TEN or stainless steel.
- L. All valves shall have a factory applied, holiday free, fusion bonded epoxy coating on the interior and exterior unless otherwise noted in the plans or the following specification. All

other painted items exposed to sunlight, including field painted box lids, etc., shall be painted the appropriate color with an epoxy type paint.

- M. No valves with a break-way stem shall be allowed.
- N. The equipment shall include, but not be limited to, the following:
 - 1. Gate valves (Sec. 2.01)
 - 2. Combination Pressure Reducing and Pressure Sustaining with Check Valves Option (Sec. 2.02)
 - 3. Ball Valves (Sec. 2.03)
 - 4. Butterfly Valves (Sec. 2.04)
 - 5. Plug Valves (Sec. 2.05)
 - 6. Valve Actuators (Sec. 2.06)
 - 7. Air Release Valves (Sec. 2.07)
 - 8. Valves Boxes (Sec. 2.08)
 - 9. Corporation Stops and Saddles (Sec. 2.09)
 - 10. Flange Adapters and Plain End Couplings (Sec. 2.10)
 - 11. Hose Bibs (Sec. 2.11)
 - 12. Swing Check Valves (Sec. 2.12)
 - 13. Hydrants (Sec. 2.13)
 - 14. Restrained Joints (Sec. 2.14)
 - 15. Tapping Sleeves and Tapping Valves (Sec. 2.15)
 - 16. Tracer Wire Boxes (Sec. 2.16)

1.02 SUBMITTALS

- A. Submit to the County within 30 days after execution of the contract a list of materials to be furnished, the names of the suppliers and the date of delivery of materials to the site.
- B. Complete shop drawings of all valves and appurtenances shall be submitted to the County for approval in accordance with the Specifications.

1.03 TOOLS

Special tools, if required for normal operation and maintenance shall be supplied with the equipment.

PART 2 PRODUCTS

2.01 GATE VALVES

- A. Where indicated on the drawings or necessary due to locations, size, or inaccessibility, chain wheel operators shall be furnished with the valves. Such operators shall be designed with adequate strength for the valves with which they are supplied and provide for easy operation of the valve. Chains for valve operators shall be galvanized.
- B. Gate valves installed underground shall be provided with a box cast in a concrete pad and a box cover. Stainless steel or equivalent valve extension stems shall be provided to place the valve operating nut no more than 4 feet deep. One valve wrench, 6 feet in length, shall be provided for every 15 valves installed.

- C. Gate valves 2 inches to 14 inches in diameter shall be resilient seated, manufactured to meet or exceed the requirements of AWWA C509 or AWWA C515 and shall be UL listed and FM approved where applicable. Valves shall have an unobstructed waterway equal to or greater than the full nominal diameter of the valve.
- D. The valves shall have a non-rising stainless steel stem to eliminate lead content. All bolts, nuts and washers shall be stainless steel to eliminate exterior corrosion and maintain fastener strength. Manufacturer shall use Never-Seez or equivalent during assembly of bolt and nut sets to prevent galling of similar metals. Stem seals shall be provided and shall be of the O-ring type, two above and one below the thrust collar. Valves that are located above grade and located in valve vaults shall be OS&Y with flanged joints.
- E. The wedge shall be ductile iron fully encapsulated with an EPDM rubber. The Elastomer type shall be permanently indicated on the disc or body of the valve. The resilient sealing mechanism shall provide zero leakage at the water working pressure when installed with the line flow in either direction.
- F. The valve body, bonnet, and bonnet cover shall meet or exceed all the requirements of AWWA C515.
- G. Valves meeting AWWA C515 requirements shall be rated for an operating pressure of 250 psi and shall be tested in accordance with AWWA C515.
- H. The valves are to have 2-inch cast or ductile iron AWWA operating nuts and shall open left or counterclockwise.
- I. The valves shall be covered by a Manufacturer's 10 year warranty on manufacturer's defects and reasonable labor costs for replacement. Warranty shall become effective from the date of purchase by the end user and delivered within 30 days from the receipt of the purchase order. For publicly owned and maintained utilities, the end user is Manatee County Government.
- J. Gate valves shall be assembled and tested in a certified ISO 9001:2000 manufacturing facility within the United States and provide their certification of meeting internationally recognized quality control procedures.

2.02 COMBINATION PRESSURE REDUCING & PRESSURE SUSTAINING WITH CHECK VALVE OPTION

- A. Pressure sustaining and check valve shall be pilot operated diaphragm actuated valve with cast iron body, bronze trim, and 125-pound flanged ends. The valve shall be hydraulically operated, diaphragm type globe valve. The main valve shall have a single removable seat and a resilient disc, of rectangular cross section, surrounded on three and a half sides. No external packing glands are permitted and there shall be no pistons operating the main valve or any controls. The valve shall be equipped with isolation valves to service the pilot system while permitting flow if necessary. Main valve and all pilot controls shall be manufactured in the United States of America. Valve shall be single chamber type, with stainless steel stem.
- B. Valve shall automatically reduce pressure for the downstream distribution network and sustain a minimum pressure in the high pressure main regardless of distribution demand, and as an option, shall also close when a pressure reversal occurs for check valve operations. The pilot system shall consist of two direct acting, adjustable, spring loaded diaphragm valves.

- C. Valve shall be cast iron or ductile iron with main valve trim of brass and bronze. The pilot control valves shall be cast brass with 303 stainless steel trim. Valve shall be similar in all respects to Cla-Val Company, Model 92-01 or a similar control valve such as Bermad Model 723, GA Industries Model 4700 or an approved equal.

2.03 BALL VALVES

- A. Ball valves for water and reclaimed water, in sizes 3/4-inch through 2-inch, shall be brass body, stem and ball per ASTM B 62, alloy 85-5-5-5, full port, full flow, 1/4-turn check, ball curb valves, rated for 300 psi, Mueller 300 (as specified in the table below), Ford B-Series, or approved equal, with compression, pack joint, flare, threaded or flanged ends as required. Ball valves for wastewater, 2-inch through 3-inch, shall be 316 stainless steel body, cap, stem and ball per ASTM A351, full port, full flow, 1/4-turn check, ball valves, steam rated for 150 psi, pressure rating 1,000 psi CWT, Apollo 76F or approved equal, with threaded or flanged ends as required.

Curb Stops for Water and Reclaimed Water

Pipe Material	Type of Connection	Model
HDPE	Compression x FIP	B-25170 *
HDPE	Pack Joint x FIP	P-25170 *
Copper	Compression x FIP	B-25170
Copper	Flare x FIP	B-25166
Stainless Steel	FIP x FIP Thread	B-20200
* Insert required, part number per manufacturer product information		

- B. All valves shall be mounted in such a position that valve position indicators are plainly visible. Above grade ball valves shall have a vinyl coated lever handle. Lever handle, handle nut, and lever packing gland shall be 304 or 316 stainless steel.
- C. Potable plastic service pipe material and compression and pack joint connectors shall not be used in soil that is contaminated with low molecular-weight petroleum products, aromatic hydrocarbons, chlorinated hydrocarbons or organic solvents. Appropriate service tubing shall apply.

2.04 BUTTERFLY VALVES

- A. Butterfly valves shall conform to AWWA C504, Class 250 B, Mueller Lineseal XP11, DeZurik AWWA, Pratt HP-250II, or an approved equal.
- B. Valve seats shall be an EPDM elastomer. Valve seats 24 inches and larger shall be field adjustable and replaceable without dismounting operator disc or shaft and without removing the valve from the line. Valves 20 inches and smaller shall have bonded or mechanically restrained seats as outlined in AWWA C504.
- C. All valves shall be subject to hydrostatic and leakage tests at the point of manufacture. The hydrostatic test for Class 250 valves shall be performed with an internal hydrostatic pressure equal to 500 psi applied to the inside of the valve body of each valve. During the hydrostatic test, there shall be no leakage through the metal, the end joints or the valve shaft seal. The leakage test for the Class 250 valves shall be performed at a differential pressure of 250 psi

and against both sides of the valve. No adjustment of the valve disc shall be necessary after pressure test for normal operation of valve. All valves shall be leaktight in both directions.

- D. Butterfly valve actuators shall conform to AWWA C504. Gearing for the actuators shall be totally enclosed in a gear case. Actuators shall be capable of seating and unseating the disc against the full design pressure and shall transmit a minimum torque to the valve. Actuators shall be rigidly attached to the valve body.
- E. The valve shaft shall be constructed of 18-8, ASTM A-276, Type 304 stainless steel and designed for both torsional and shearing stresses when the valve is operated under its greatest dynamic or seating torque. Shaft shall be of either a one piece unit extending full size through the valve disc and valve bearing or it may be of a stub shaft design. Shaft bearings shall be teflon or nylon, self-lubricated type.
- F. Gearing for the operators shall be totally enclosed in a gear case in accordance with paragraph 3.8.3 of the above mentioned AWWA Standard Specification.
- G. Operators shall be capable of seating and unseating the disc against the full design pressure of velocity, as specified for each class, into a dry system downstream and shall transmit a minimum torque to the valve. Operators shall be rigidly attached to the valve body.
- H. The manufacturer shall certify that the required tests on the various materials and on the completed valves have been satisfactory and that the valves conform with all requirements of this Specification and the AWWA standard.
- I. Where indicated on the Drawings, extension stems, floor stands, couplings, stem guides, and floor boxes as required shall be furnished and installed.

2.05 PLUG VALVES

- A. Plug valves shall be eccentric, non-lubricating type with integral plug and shafts and shall be furnished with end connections and with actuating mechanisms as called for on the construction plans or as otherwise required. Valves shall seal bubble-tight or water drop-tight in both directions when tested according to the Leakage Test method of AWWA C504 with a hydrostatic pressure of 150 psi.
- B. Plug valves shall also be subjected to the internal, full body Hydrostatic Test of AWWA C504 at a pressure two times the rated pressure or a minimum pressure of 300 psi, whichever is greater. During the test, there shall be no leakage through the metal, or through the end joints or shaft seal, nor shall any part of the valve be deformed. Plug valves shall be Kennedy or Dezurik.
- C. Flanged valve ends shall be faced and drilled according to ANSI B 16.1, Class 125. Mechanical joint valve ends shall conform to AWWA C111. Threaded ends shall conform to the NPT requirements of ANSI B1.20.1.
- D. The plug valve body, bonnet and gland shall be ductile iron per ASTM A 126, Class B. The integral plug and shafts shall be cast iron ASTM A 126, Class B, or 316 stainless steel. The entire plug, except for the shafts, shall be covered with nitrile (Buna N) rubber. The rubber compound shall have been vulcanized to the metal plug and shall have a peel strength of not less than 75 pounds per inch when tested according to ASTM D 429, method B. The

valve seat shall be at least 90 percent pure nickel, welded-in overlay into the cast iron body. The top and bottom bearings shall be 316 stainless steel.

- E. Plug valves shall have a full port area of 100 percent of the nominal pipe size area.
- F. Valves shall have worm gear type actuators with 2-inch square operating nuts.
- G. Plug valves shall be installed side-ways with plug shaft horizontal so that the plug rotates upward when it opens, with the flow entering the seat end of the valve.
- H. Plug valves shall be coated inside with Protecto 401 or amine-cured novolac ceramic epoxy or another two-part epoxy suitable for sanitary sewer service which has been approved by Manatee County.

2.06 VALVE ACTUATORS

- A. Butterfly valve and plug valve actuators.

Butterfly valve and plug valve actuators shall conform to the requirements for actuators presented in AWWA C 504 and shall be either manual or motor operated. Actuators shall be capable of seating and unseating the disc against the full design pressure and velocity, as specified for each class, into a dry system downstream, and shall transmit a minimum torque to the valve. Actuators shall be rigidly attached to the valve body.

- B. Manual Actuators.

Manual actuators shall have permanently lubricated, totally enclosed gearing with handwheel and gear ratio sized on the basis of actual line pressure and velocities. Actuators shall be equipped with handwheel, position indicator, and mechanical stop-limiting locking devices to prevent over travel of the disc in the open and closed positions. They shall turn counter-clockwise to open valves. Manual actuators shall be of the traveling nut, self-locking type or of the worm gear type and shall be designed to hold the valve in any intermediate position between fully open and fully closed without creeping or fluttering. Valves located above grade shall have handwheel and position indicator, and valves located below grade shall be equipped with a 2-inch square AWWA operating nut located at ground level and cast iron extension type valve box.

- C. Motor Actuators (Modulating)

- (1) The motor actuated valve controller shall include the motor, actuator unit gearing, limit switch gearing, limit switches, position transmitter which shall transmit a 4-20 mA DC signal, control power transformer, electronic controller which will position the valve based on a remote 4-20 milliamp signal, torque switches, bored and key-wayed drive sleeve for non-rising stem valves, declutch lever and auxiliary handwheel as a self-contained unit.
- (2) The motor shall be specifically designed for valve actuator service using 480 volt, 60 Hertz, three phase power as shown, on the electrical drawings. The motor shall be sized to provide an output torque and shall be the totally enclosed, non-ventilated type. The power gearing shall consist of helical gears fabricated from heat treated alloy steel forming the first stage of reduction. The second reduction stage shall be a single stage worm gear. The worm shall be of alloy steel with carburized threads hardened and ground for high efficiency. The worm gear shall be of high tensile strength bronze with

hobbed teeth. All power gearing shall be grease lubricated. Ball or roller bearings shall be used throughout. Preference will be given to units having a minimum number of gears and moving parts. Spur gear reduction shall be provided as required.

- (3) Limit switches and gearing shall be an integral part of the valve control. The limit switch gearing shall be made of bronze and shall be grease lubricated, intermittent type and totally enclosed to prevent dirt and foreign matter from entering the gear train. Limit switches shall be of the adjustable type capable of being adjusted to trip at any point between fully opened valve and fully closed valve.
- (4) The speed of the actuator shall be the responsibility of the system supplier with regard to hydraulic requirements and response compatibility with other components within the control loop. Each valve controller shall be provided with a minimum of two rotor type gear limit switches, one for opening and one for closing. The rotor type gear limit switch shall have two normally open and two normally closed contacts per rotor. Gear limit switches must be geared to the driving mechanism and in step at all times whether in motor or manual operation. Provision shall be made for two additional rotors as described above, each to have two normally open and two normally closed contacts. Each valve controller shall be equipped with a double torque switch. The torque switch shall be adjustable and will be responsive to load encountered in either direction of travel. It shall operate during the complete cycle without auxiliary relays or devices to protect the valve, should excessive load be met by obstructions in either direction of travel. The torque switch shall be provided with double-pole contacts.
- (5) A permanently mounted handwheel shall be provided for manual operation. The handwheel shall not rotate during electric operations, but must be responsive to manual operation at all times except when being electrically operated. The motor shall not rotate during hand operation nor shall a fused motor prevent manual operation. When in manual operating position, the unit will remain in this position until motor is energized at which time the valve operator will automatically return to electric operation and shall remain in motor position until handwheel operation is desired. This movement from motor operation to handwheel operation shall be accomplished by a positive declutching lever which will disengage the motor and motor gearing mechanically, but not electrically. Hand operation must be reasonably fast. It shall be impossible to place the unit in manual operation when the motor is running. The gear limit switches and torque switches shall be housed in a single easily accessible compartment integral with the power compartment of the valve control. All wiring shall be accessible through this compartment. Stepping motor drives will not be acceptable.
- (6) The motor with its control module must be capable of continuously modulating over its entire range without interruption by heat protection devices. The system, including the operator and control module must be able to function, without override protection of any kind, down to zero dead zone.
- (7) All units shall have strip heaters in both the motor and limit switch compartments.
- (8) The actuator shall be equipped with open-stop-close push buttons, an auto-manual selector switch, and indicating lights, all mounted on the actuator or on a separate locally mounted power control station.
- (9) The electronics for the electric operator shall be protected against temporary submergence.

- (10) Actuators shall be Limitorque L120 with Modutronic Control System containing a position transmitter with a 4-20MA output signal or equal.

D. Motor Actuators (Open-Close)

- (1) The electronic motor-driven valve actuator shall include the motor, actuator gearing, limit switch gearing, limit switches, torque switches, fully machined drive sleeve, declutch lever, and auxiliary handwheel as a self-contained unit.
- (2) The motor shall be specifically designed for valve actuator service and shall be of high torque totally enclosed, nonventilated construction, with motor leads brought into the limit switch compartment without having external piping or conduit box.
- (3) The motor shall be of sufficient size to open or close the valve against maximum differential pressure when voltage to motor terminals is 10% above or below nominal voltage.
- (4) The motor shall be prelubricated and all bearings shall be of the anti-friction type.
- (5) The power gearing shall consist of helical gears fabricated from heat treated steel and worm gearing. The worm shall be carburized and hardened alloy steel with the threads ground after heat treating. The worm gear shall be of alloy bronze accurately cut with a hobbing machine. All power gearing shall be grease lubricated. Ball or roller bearings shall be used throughout.
- (6) Limit switches and gearing shall be an integral part of the valve actuator. The switches shall be of the adjustable rotor type capable of being adjusted to trip at any point between fully opened valve and fully closed valve. Each valve controller shall be provided with a minimum of two rotor type gear limit switches, one for opening and one for closing (influent valves require additional contacts to allow stopping at an intermediate position). The rotor type gear limit switch shall have two normally open and two normally closed contacts per rotor. Additional switches shall be provided if shown on the control and/or instrumentation diagrams. Limit switches shall be geared to the driving mechanism and in step at all times whether in motor or manual operation. Each valve actuator shall be equipped with a double torque switch. The torque switch shall be adjustable and will be responsive to load encountered in either direction of travel. It shall operate during the complete cycle without auxiliary relays or devices to protect the valve should excessive load be met by obstructions in either direction of travel. Travel and thrusts shall be independent of wear in valve disc or seat rings.
- (7) A permanently mounted handwheel shall be provided for manual operation. The handwheel shall not rotate during electric operation except when being electrically operated. The motor shall not rotate during hand operation, nor shall a fused motor prevent manual operation. When in manual operating position, the unit will remain in this position until motor is energized at which time the valve actuator will automatically return to electric operation and shall remain in motor position until handwheel operation is desired. Movement from motor operation to handwheel operation shall be accomplished by a positive declutching lever which will disengage the motor and motor gearing mechanically, but not electrically. Hand operation must be reasonably fast. It shall be impossible to place the unit in manual operation when the motor is running.

- (8) Valve actuators shall be equipped with an integral reversing controller and three phase overload relays, Open-Stop-Close push buttons, local-remote-manual selector switch, control circuit transformer, three-phase thermal overload relays and two pilot lights in a NEMA 4X enclosure. In addition to the above, a close coupled air circuit breaker or disconnect switch shall be mounted and wired to the valve input power terminals for the purpose of disconnecting all underground phase conductors.
- (9) The valve actuator shall be capable of being controlled locally or remotely via a selector switch integral with the actuator. In addition, an auxiliary dry contact shall be provided for remote position feedback.
- (10) Valve A.C. motors shall be designed for operation on a 480 volt, 3-phase service. Valve control circuit shall operate from a fuse protected 120 volt power supply.
- (11) Motor operators shall be as manufactured by Limitorque Corporation, Type L120 or approved equal.

2.07 AIR RELEASE VALVES

- A. Air release valves shall be automatic float operated, GA Industries fig-929 for sewer applications, Fig-920 for water and reclaimed water application, or an approved equal, with inlet size and working pressure ratings as required and NPT connections.
- B. Valve bodies shall be ductile iron per ASTM A 126, Class B. The orifice, float and linkage shall be stainless steel. The seat shall be (Buna N) nitrile elastomer.

2.08 VALVE BOXES

- A. Buried valves shall have adjustable cast iron or HDPE valve boxes. Lids shall be cast iron drop type, and shall have "WATER", "SEWER", or "RECLAIM", as applicable, cast into the top. Lids will be painted "safety" blue for potable, purple for reclaimed, and green for sanitary sewer.
- B. Cast iron boxes shall be two-piece, or three-piece, as required, screw type, Tyler Pipe, 6850 Series, Box 461-S through 668-S, with extensions, as required to make the desired box length, or an approved equal. Bottom barrel shall be 5-1/4 inches inside diameter, with a flanged bottom with sufficient bearing area to prevent settling.
- C. HDPE boxes shall be two-piece, adjustable, 1/4-inch thick minimum heavy wall, high density polyethylene, with cast iron top and stainless steel adjustable stem, Trench Adapter, as manufactured by American Flow Control, or an approved equal. Bottom barrel shall have flanged bottom to prevent settling. All bolts, screws and pins shall be stainless steel.
- D. Reclaimed Valve Boxes shall be square 9-inch x 9-inch load bearing marked "Reclaimed Water" and painted Pantone 522C purple.
- E. All valves shall either have operating nuts within 4 feet below the top of the lid or shall have extension stems with centering guides to provide an extended operating nut within 4 feet below the lid. Extension stems shall be fixed to the valve operating nut with a stainless steel fastener.
- F. All potable water, sewer, and reclaimed water grade-adjustment risers shall be cast iron material just like the valve box. No plastic or steel risers shall be allowed.

- G. A centering device BoxLok or equal shall be installed in the valve box.
- H. Stand pipe shall match color code of the system being installed, (blue for potable, Pantone purple 522 C for reclaimed, and green for sanitary sewer).

2.09 CORPORATION STOPS AND SADDLES

- A. Corporation stops for connections to ductile iron and PVC water and reclaimed water mains shall be all red brass, alloy 85-5-5-5, per ASTM B 62, and shall conform to AWWA C800. 1-inch through 2-inch corporation stops shall be ball type, 300 psi working pressure rated, with AWWA MIP threaded inlets and compression, pack joint, flare, or FIP threaded joint outlets, Mueller as shown in the table below, or an approved equal. All joints made to CTS size HDPE tubing shall use stainless steel insert stiffeners.

Corporation Stops

Pipe Material	Type of Connection	Mueller 300 Model
HDPE	Compression x AWWA IP Thread	B-25028 (Saddle) *
HDPE	Compression x AWWA Taper Thread	B-25008 (Direct Tap) *
HDPE	Pack Joint x AWWA IP Thread	P-25028 (Saddle) *
HDPE	Pack Joint x AWWA Taper Thread	P-25008 (Direct Tap) *
Copper	Compression x AWWA IP Thread	B-25028 (Saddle)
Copper	Pack Joint x AWWA Taper Thread	B-25008 (Direct Tap)
Copper	Pack Joint x AWWA IP Thread	P-25028 (Saddle)
Copper	Pack Joint x AWWA Taper Thread	P-25008 (Direct Tap)
Copper	Flare x AWWA IP Thread	B-25025 (Saddle)
Copper	Flare x AWWA Taper Thread	B-25000 (Direct Tap)
Stainless Steel	FIP Thread x AWWA IP Thread	B-20046 (Saddle)
Stainless Steel	FIP Thread x AWWA Taper Thread	B-20045 (Direct Tap)
* Insert required, part number per manufacturer product information		

- B. Potable plastic service pipe material and compression and pack joint connectors shall not be used in soil that is contaminated with low molecular-weight petroleum products, aromatic hydrocarbons, chlorinated hydrocarbons or organic solvents. Appropriate service tubing shall apply.
- C. Water and reclaimed water service connections to PVC and DIP mains shall be made using red brass saddles, alloy 85-5-5-5, per ASTM B 62. Straps, washers and nuts shall be brass or stainless steel. No ductile iron, cast iron or steel saddles will be allowed. Saddles shall be Smith Blair 325 Bronze saddles with Stainless Steel or brass extra wide strap or equivalent.
- D. Connections to PVC sanitary force mains for services up to 2 inches shall be made using Romac Style 306 double bolt stainless steel service saddles or equivalent.
- E. Service and air release valve (ARV) connections to HDPE water, reclaimed water and sewer mains may be made using Romac Style 306H saddle or approved equal. All saddles shall be properly sized per the manufacturer product information and be installed according to the manufacturer's written instructions. Connections to HDPE mains shall not be made using narrower saddles similar to the Smith-Blair 325.

2.10 FLANGED ADAPTERS AND PLAIN END COUPLINGS

Plain end couplings and adapters shall be fusion-bonded epoxy coated carbon steel with Ethylene Propylene Diene Monomer (EPDM) rubber gaskets and stainless steel nuts, bolts and spacers. Acrylonitrile butadiene (NBR) gaskets shall be used for potable water mains that are located in soil that is contaminated with low molecular-weight petroleum products or non-chlorinated organic solvents or non-aromatic organic solvents. Fluorocarbon (FKM) gaskets shall be used for potable water mains that are located in soil that is contaminated with aromatic hydrocarbons or chlorinated hydrocarbons. Fluorocarbon (FKM) gaskets shall be used for potable water mains if the soil is contaminated with aromatic hydrocarbons or chlorinated hydrocarbons, and is also contaminated with low molecular-weight petroleum products or organic solvents. Couplings shall be Dresser Style 38, or another approved equal. Flange adapters shall have a plain end compression seal similar to the style 38, with an ANSI 125 Class flange on the opposite end, and shall be Dresser Style 128W or an approved equal. Stainless steel backup rings shall be used for force mains that are located in corrosive environments including wetwells and valve vaults.

2.11 HOSE BIBS

Hose bibs shall be 3/4" or 1" brass, polished chromium plated brass, with vacuum breaker as noted on the drawings.

2.12 SWING CHECK VALVES

- A. Check valves shall be swing type, weighted lever, conforming to AWWA C508. Valves shall be iron-body, bronze-mounted, single disk, 175 psi working pressure for 2- through 12-inch, 150 psi for 14- through 30-inch, with ANSI B16.1 Class 125 flanged ends, by Mueller; No. A-2600-6-01 (sewer), No. A-2602-6-01 (water), or AVK Series 41, or an approved equal.
- B. When there is no flow through the line, the disc shall hang lightly against its seat in practically a vertical position. When open, the disc shall swing clear of the waterway.
- C. Check valves shall have bronze seat and body rings, extended bronze or stainless steel hinge pins and stainless steel nuts and bolts on bolted covers.
- D. Valves shall be so constructed that disc and body seat may easily be removed and replaced without removing the valve from the line. Valves shall be fitted with an extended hinge arm with outside lever and weight.

2.13 HYDRANTS

Hydrants shall be dry barrel, nostalgic style, and shall be AVK Series 2780, American Darling B-84-B, Mueller Super Centurian 250, or approved equal and shall conform to AWWA C502 and UL/FM certified, and shall in addition meet the specific requirements and exceptions which follow:

- A. Hydrants shall be according to manufacturer's standard pattern or nostalgic style and of standard size, and shall have one 5-inch Storz connection or equivalent with two 2½-inch hose nozzles.
- B. Hydrant inlet connections shall have mechanical joints for 6-inch pipe.
- C. Hydrant valve opening shall have an area at least equal to that area of a 5 1/4-inch minimum diameter circle and be obstructed only by the valve rod. Each hydrant shall

be able to deliver 500 gpm minimum through its two 2 1/2 -inch hose nozzles when opened together with a loss of not more than 2 psi in the hydrant per AWWA C502.

- D. The upper and lower stem rod shall be stainless steel and shall have a breakable stem-rod coupling of stainless steel, or cast iron or ductile iron with a fusion bonded epoxy coating, with stainless steel pins and clips.
- E. Hydrants shall be hydrostatically tested as specified in AWWA C502 and shall be rated at 250 psi minimum.
- F. The operating nut shall be 1½ -inch pentagon shaped with a protective weather cover, and open counter clockwise.
- G. All nozzle threads shall be American National Standard.
- H. Each nozzle cap shall be provided with a Buna N rubber washer.
- I. All hydrants shall be traffic break away type and allow for 360 degree rotation to position the Storz connection/nozzle in the desired direction after installation.
- J. Hydrants must be capable of being extended without removing any operating parts.
- K. Hydrant extensions shall be fusion bonded epoxy coated inside and outside with a stainless steel stem. The breakaway coupling can be fusion bonded epoxy coated or stainless steel. Only one hydrant extension is allowed per hydrant.
- L. Weepholes shall be excluded from fire hydrants.
- M. Hydrant main valve closure shall be of the compression type opening against the pressure and closing with the pressure. The main valve shall be faced or covered with EPDM elastomer, which shall seat on a bronze ring.
- N. Hydrant bonnets, weather cover, nozzle section, caps and shoe shall be cast iron or ductile iron, and shall be holiday free fusion-bonded epoxy coated at the factory, per AWWA C550, inside and outside. Lower barrel shall be fusion bonded epoxy coated inside and outside. Aboveground parts shall also have a top coat of Sherwin-Williams Acrolon 218 HS acrylic polyurethane or approved equal; color Safety Yellow for fire hydrants that are connected to the potable water system or Pantone 522C purple for fire hydrants that are connected to the reclaimed water system.
- O. Exterior nuts, bolts and washers shall be stainless steel. Bronze nuts may be used below grade.
- P. All internal operating parts shall be removable without requiring excavation.

2.14

RESTRAINED JOINTS

- A. Pipe joints shall be restrained by poured-in-place concrete thrust blocks or by other mechanical methods, including tie rods, Stargrip and Allgrip, as manufactured by Star Pipe Products or Megaflange and 2000 PV, as manufactured by EBAA Iron Sales. Flanged joints may be used above ground.

- B. All T-bolts, bolts, nuts, washers, and all thread rods shall meet ASTM A-588 requirements (Cor-ten or equivalent) “weathering steel” or be 316 stainless steel. The use of rebar with welded thread is prohibited.

A certification from the supplier shall be provided to the County during the shop drawing review process ensuring all T-bolts, bolts, nuts, washers, and all thread rods meet the A-588 requirements and shall state the project name and contractor in the certification letter. If stainless steel is to be used, no certification letter is required.

- C. Restrained joints may also be Lok-Ring, as manufactured by American Cast Iron Pipe Company, or an approved equal.
- D. Restrained joint designs, which require wedges and/or shims to be driven into the joints in order to disassemble the pipe shall not be allowed.

2.15 TAPPING SLEEVES AND VALVES

- A. Tapping valves shall meet the requirements of AWWA C509/C515 with ductile iron body and shall be rated for a pressure of 250 psi. The valves shall be flanged with alignment ring by mechanical joint with a nonrising stainless steel stem. All bolts, nuts and washers shall be stainless steel. Manufacturer shall use Never-Seez or equivalent during assembly of bolt and nut sets to prevent galling of similar metals. Stem seals shall be provided and shall be of the O-ring type, two above and one below the valve’s thrust collar. Valve shall be designed for vertical burial and shall open counterclockwise. Operating nut shall be AWWA standard 2-inch square for valves 2 inches and up. Valves shall have an unobstructed waterway equal to or greater than the full nominal diameter of the valve to accommodate full size shell cutter. Gaskets shall cover the entire area of the flange surface and be 1/8-inch minimal thickness of red rubber. The wedge shall be ductile iron fully encapsulated with EPDM rubber. All bolts, nuts and washers between the sleeve and valve shall be stainless steel.
- B. Tapping sleeves and saddles shall be stainless steel, seal to the pipe by the use of a gasket compounded for water or sewer, and shall be able to withstand a pressure test of 180 psi for water lines or 150 psi for sewer force mains for one hour with no leakage in accordance with AWWA C110. A stainless steel 3/4-inch NPT test plug shall be provided for pressure testing. All bolts joining the two halves shall be stainless steel and shall be included with the sleeve or saddle; Romac SST III or Romac SST-H.

2.16 TRACER WIRE TEST STATION BOXES

Tracer wire test station boxes shall be provided at plug valves, butterfly valves, blowoff valves, gate valves, fire hydrants and backflow preventers as indicated in these Standards. Tracer wire test station boxes for yard service shall be 2 ½ inch diameter, 15 inch length, ABS plastic with a cast iron rim and lid, P200NFGT as manufactured by Bingham & Taylor, or equal approved by Manatee County. Where test boxes will be in streets or subject to vehicular traffic, use B&T Model P525RD, 5 ¼ -inch diameter or equal, centered in a separate concrete pad similar to a valve box pad.

PART 3 EXECUTION

3.01 INSTALLATION

- A. All valves and appurtenances shall be installed in the location shown, true to alignment and rigidly supported. Any damage occurring to the above items before they are installed shall be repaired to the satisfaction of the County.
- B. After installation, all valves and appurtenances shall be tested at least two hours at the working pressure corresponding to the class of pipe, unless a different test pressure is specified. If any joint proves to be defective, it shall be repaired to the satisfaction of the County.
- C. Install all floor boxes, brackets, extension rods, guides, the various types of operators and appurtenances as shown on the Drawings that are in masonry floors or walls, and install concrete inserts for hangers and supports as soon as forms are erected and before concrete is poured. Before setting these items, the Contractor shall check all plans and figures which have a direct bearing on their location and he shall be responsible for the proper location of these valves and appurtenances during the construction of the structures.
- D. Pipe for use with flexible couplings shall have plain ends as specified in the respective pipe sections.
- E. Flanged joints and mechanical joints shall be made with high strength, low alloy Corten or 316 stainless steel bolts, nuts and washers.
- F. Prior to assembly of split couplings, the grooves as well as other parts shall be thoroughly cleaned. The ends of the pipes and outside of the gaskets shall be moderately coated with petroleum jelly, cup grease, soft soap or graphite paste, and the gasket shall be slipped over one pipe end. After the other pipe has been brought to the correct position, the gasket shall be centered properly over the pipe ends with the lips against the pipes. The housing sections then shall be placed. After the bolts have been inserted, the nuts shall be tightened until the housing sections are firmly in contact, metal-to-metal, without excessive bolt tension.
- G. Prior to the installation of sleeve-type couplings, the pipe ends shall be cleaned thoroughly for a distance of 8". Soapy water may be used as a gasket lubricant. A follower and gasket, in that order, shall be slipped over each pipe to a distance of about 6" from the end.
- H. Valve boxes with concrete bases shall be installed as shown on the Drawings. Mechanical joints shall be made in the standard manner. Valve stems shall be vertical in all cases. Place cast iron box over each stem with base bearing on compacted fill and the top flush with final grade. Boxes shall have sufficient bracing to maintain alignment during backfilling. Knobs on cover shall be parallel to pipe. Remove any sand or undesirable fill from valve box.

3.02 HYDRANTS

- A. Hydrants shall be set at the locations designated by the County and/or as shown on the Drawings and shall be bedded on a firm foundation. A drainage pit on crushed stone as shown on the Drawings shall be filled with gravel or crushed stone and satisfactorily compacted. During backfilling, additional gravel or crushed stone shall be brought up around and 6" over the drain port. Each hydrant shall be set in true vertical alignment and shall be properly braced. Concrete thrust blocks shall be placed between the back of the hydrant inlet and undisturbed soil at the end of the trench. Minimum bearing area shall be as shown on the plans. Felt paper shall be placed around the hydrant elbow prior to placing concrete. CARE MUST BE TAKEN TO INSURE THAT CONCRETE DOES NOT PLUG

THE DRAIN PORTS. Concrete used for backing shall be as specified herein.

- B. When installations are made under pressure, the flow of water through the existing main shall be maintained at all times. The diameter of the tap shall be a minimum of 2" less than the inside diameter of the branch line.
- C. The entire operation shall be conducted by workmen thoroughly experienced in the installation of tapping sleeves and valves, and under the supervision of qualified personnel furnished by the manufacturer. The tapping machine shall be furnished by the Contractor if tap is larger than 12" in diameter.
- D. The Contractor shall determine the locations of the existing main to be tapped to confirm the fact that the proposed position for the tapping sleeve will be satisfactory and no interference will be encountered such as the occurrence of existing utilities or of a joint or fitting at the location proposed for the connection. No tap will be made closer than 30" from a pipe joint.
- E. Tapping valves shall be set in vertical position and be supplied with a 2" square operating nut for valves 2" and larger. The valve shall be provided with an oversized seat to permit the use of full sized cutters.
- F. Tapping sleeves and valves with boxes shall be set vertically or horizontally as indicated on the Drawings and shall be squarely centered on the main to be tapped. Adequate support shall be provided under the sleeve and valve during the tapping operation. Sleeves shall be no closer than 30" from water main joints. Thrust blocks shall be provided behind all tapping sleeves. Proper tamping of supporting earth around and under the valve and sleeve is mandatory. After completing the tap, the valve shall be flushed to ensure that the valve seat is clean.

3.03 SHOP PAINTING

Ferrous surfaces of valves and appurtenances shall receive a coating of rust-inhibitive primer. All pipe connection openings shall be capped to prevent the entry of foreign matter prior to installation.

3.04 FIELD PAINTING

All metal valves and appurtenances specified herein and exposed to view shall be painted safety blue.

3.05 INSPECTION AND TESTING

All pipelines shall remain undisturbed for 24 hours to develop complete strength at all joints. All pipelines shall be subjected to a hydrostatic pressure and leak testing. Refer to Manatee County Public Works Utility Standards Part 1-Utility Standards Manual Section 1.8.7. Prior to testing, the pipe lines shall be supported in a manner approved by the County to prevent movement during tests.

All leaks shall be repaired and lines retested as approved by the County.

END OF SECTION

BID ATTACHMENTS 4 THROUGH 7, PLAN SET / DRAWINGS, AND BID ATTACHMENTS 10 THROUGH 12, CAD FILES

NOTE - These attachments are uploaded as separate documents on the Procurement page of the County website with the solicitation document and available for download.

BID ATTACHMENT 8, GEOTECHNICAL REPORT

**REPORT OF THE
GEOTECHNICAL INVESTIGATION
MOCCASIN WALLOW ROAD WIDENING
MANATEE COUNTY, FLORIDA**

October 28, 2020

Stantec
6900 Professional Parkway East
Sarasota, Florida 34240

Attn: Mr. Rob Engel

**RE: Report of the Geotechnical Investigation
Moccasin Wallow Roadway Widening
Manatee County, Florida
Our File: DES 208603**

Dear Mr. Engel:

Pursuant to your authorization, **DRIGGERS ENGINEERING SERVICES, INC.** has completed a series of exploratory borings for the subject project. Presented herein are the results of our field and laboratory testing together with our geotechnical recommendations.

FIELD INVESTIGATION PROGRAM

To investigate the subsurface soil and groundwater conditions within the adjacent planned ponds and roadway areas of the Moccasin Wallow roadway widening, four (4) Standard Penetration Test (SPT) borings and a total of thirty (30) classification or hand auger borings were performed. The SPT borings were conducted within the planned ponds along Moccasin Wallow Road while the hand auger borings were scattered within the planned roadway alignments and selected existing roadway sections. The SPT borings were terminated within nominal depths of 30 feet below existing grade within the pond areas. The roadway hand auger borings penetrated to depths of 6 to 8 feet below existing grade. Please note that a number of the hand auger borings (C1 - C8) were conducted within the existing roadway section to provide pavement section information in conjunction with subgrade soil and groundwater conditions.

The appended logs visually describe the soil strata from existing grades to the termination depth of the borings in accordance with the Unified Soil Classification system. The boring locations were located in the field by the project surveyor along with accompanying ground elevations.

INDICATED SUBSURFACE CONDITIONS

EXISTING PAVEMENT AND SUBGRADE SOIL CONDITIONS – The borings performed within the existing roadway sections (C1 - C8) revealed an asphalt pavement ranging in thickness of 4 to 6 inches. Below the asphalt, the borings revealed a limestone base material measuring 3 to 12 inches in thickness.

The exploratory borings typically penetrated an upper unit of fine sands with varying silt and clay fines to varying depths of 18 to 23 feet below existing grade. These non-plastic to low plasticity sandy soils comprise the SP, SP-SM, SM-SC and SM Unified Soil Classifications. Below these sandy soils, the borings identified a clay soil (CH) with varying content of sand and phosphate to a depth of 23 to 30 feet below existing grade. Two of the deeper SPT borings encountered a seam of silty to clayey fine sand with phosphate from 23 to 30 feet below grade.

It should be noted that boring R-1, R-18 and R-20 penetrated organic to highly organic soils. Organic soils with heavy root concentration at R-1 were identified from 2.0 to 2.5 feet below grade while highly organic soils were encountered at borings R-18 and R-20 from depths ranging from 4.0 to 6.0 feet and 3 to 4 feet, respectively.

All the borings identified varying content of what appears to be phosphate at varying depths. Phosphatic soils within these locations were not tested for Radium-226 at this time. However, preliminary Radium-226 testing within Phase 1 suggested that phosphatic soils within the project may have elevated Radium-226 contents and a resulting increased potential for producing Radon gas. Further testing and recommendations of the usability of such soils will need to be the decision of the project's environmental consultant.

GROUNDWATER - Groundwater was typically encountered at a depth of 1.0 to 1.2 feet below existing grade within the pond locations while groundwater was recorded at 2.1 to 3.4 feet below grade at the remaining borings which were all conducted in September of 2020. These water levels were recorded during the typical wet season of the year.

Review of the Web Soil Survey of Manatee County suggests that EauGallie fine sands are the principal upland soil type in the project vicinity. Intersecting areas also include Canova, Anclote and Okeelanta Soils, Delray Complex, Floridana-Immokalee-Okeelanta Association and Palmetto Sand. The majority EauGallie fine sand complex suggest a seasonal high at 6 to 18 inches while the intersecting complexes suggest seasonal high groundwater at 0 to 6 inches below historical grade. It should be noted that the existing roadway and adjacent right-of-way areas

appear to have received a fill application to raise grades about 1 to 2 feet or more above historical grades.

Based upon results of our studies and the Web Soil Survey, we anticipate that groundwater levels could occur slightly above the existing groundwater levels in response to the more frequent rainfall during typical peak wet season and/or a tropical weather event. A table of the normal estimated seasonal high groundwater determination has been included in the report attachments. Refinement in the normal seasonal groundwater estimation would require monitoring of groundwater levels during the upcoming rainy season. Groundwater levels can be monitored via shallow-depth piezometers constructed at selected locations.

EVALUATION AND RECOMMENDATIONS

FILL SUITABILITY – The soil types evidenced in our exploration and testing program and their geotechnical suitability for use as fill during site development are discussed below.

Clean to Slightly Silty Sands (SP and SP-SM) – The relatively clean to slightly silty sands evidenced within various depths of the test borings would represent select fill material for site development from a geotechnical viewpoint. These SP to SP-SM soils are relatively free draining and would typically respond well to excavation, placement and vibratory compaction.

Clayey to Silty Sands (SC and SM) – Low plasticity clayey fine sand soils and non-plastic silty fine sands would also be a suitable fill, from a geotechnical viewpoint. These soils, excavated from below the groundwater table, will require drying to reduce moisture contents prior to use. Their workability can be enhanced through blending with the overlying cleaner sands.

Clays and Silt (CL to CH and MH) – These types of clays encountered should be excluded from use as fill since they would be very difficult to process and compact properly. Clayey soils are also susceptible to shrinking and swelling upon changes in soil moisture.

Phosphatic Materials – Mention must also be made of the soils with varying content of phosphatic fine sands. No testing was requested or conducted at this time to examine Radon potential within these soil strata. However, these soils depending on their silt and clay content may be considered for utility backfill, green areas (yards) and non-enclosed

space areas. Monitoring of this material during excavation may find it suitable for certain structural applications.

In general, fill soils placed in structure and pavement areas should be limited to soils having a liquid limit not exceeding 40, a plasticity index of 10 or less and no more than about 35 percent silt and clay fines. Organic content should not exceed about 5 percent, by weight. The soils will become increasingly moisture sensitive as the fines content and plasticity increases. These soils will require careful moisture control, placement in thin lifts and typically respond well to compactive efforts utilizing sheepsfoot rollers.

PAVEMENT SUBGRADE CONDITIONS AND PREPARATION - Our geotechnical investigation program has generally identified the presence of near surface fine sands which are considered suitable for support of an anticipated flexible pavement structure provided proper subgrade preparation is incorporated. The near surface subgrade soils consisted principally of fine sands comprising the SP to SP-SM Unified Soil Classification. Exceptions did occur at borings R-1, R-18 and R-20 that penetrated organic with heavy root concentrations to highly organic soil that warrant removal and replacement with compacted clean soils as described below. It would be prudent to conduct offset borings at these locations to help better evaluate the vertical and lateral extent of such soil that will require undercutting and replacement.

In addition to removal of buried unsuitable soils, further subgrade preparation must include careful stripping of surface vegetation, as well as any organic topsoil and root concentrations followed by proof-rolling of the subgrade with heavy vibratory compaction equipment. Backfill and fill soils used to develop proposed grades including areas where unsuitable soils were removed should consist of clean to slightly silty fine sands with a Unified Soil Classification of SP to SP-SM or superior, although non-plastic to low plasticity silty sands may also be suitable, as previously discussed.

All backfill soils and roadway embankment fill soils should be compacted to not less than 98% of the Modified Proctor maximum dry density per AASHTO T-180. Moisture contents should be controlled to within $\pm 2\%$ of optimum moisture.

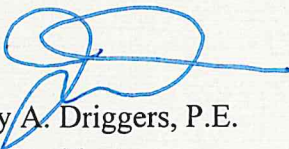
Specific pavement thickness design is typically based upon detailed information relative to expected traffic and vehicular wheel loads. The design civil consultant will need to design thickness of the pavement structure to accommodate specific area traffic frequency and design axle loads, where applicable.

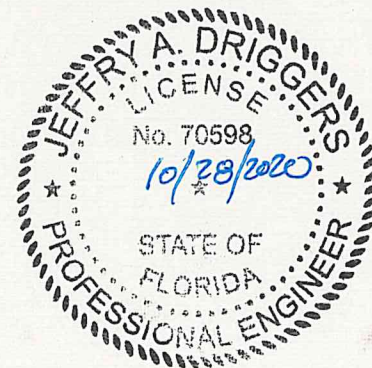
Limerock Bearing Ratio (LBR) testing was not conducted. However, our experience suggests that the near surface, relatively clean fine sands and similar fine sands which may be excavated from the pond areas may have LBR values on the order of 15 to 20. In order to improve the bearing characteristics of the fine sand deposits to an LBR of near 40, a stabilizing admixture such as limerock, crushed concrete, shell or even clayey fine sand would be required. Evaluation of the bearing characteristics of the subgrade soils should be performed during construction, particularly where road embankments would be elevated above existing grades. The upper 12 inches of the subgrade immediately below the pavement structure should be uniformly compacted so as to achieve a uniform density of no less than 98% of the Modified Proctor (AASHTO T-180) maximum dry density.

Pavement grades should be designed to maintain the bottom of the base course at least a foot above the normal seasonal high groundwater table. No grading plans were available at this time for our review but we have assumed that grades will match or be similar to the adjacent existing pavement section. In the event that grades cannot be maintained above the minimum elevation of a foot above the seasonal high groundwater table, an appropriate more "water friendly" base course of cement treated base or crushed concrete and underdrains should be considered. Of course, a positive outflow will be required for the design of underdrains to ensure that they will perform correctly.

DRIGGERS ENGINEERING SERVICES, INC. appreciates the opportunity to assist you on this project. If you have any questions concerning our findings, please contact the undersigned at your convenience.

Respectfully submitted,
DRIGGERS ENGINEERING SERVICES, INC.


Jeffrey A. Driggers, P.E.
Vice President
FL Registration No. 70598



JAD-REP\208603

Copies submitted: Email:

APPENDIX

PLATE I – BORING LOCATION PLAN

**PLATE II – ESTIMATED NORMAL SEASONAL
HIGH GROUNDWATER ELEVATIONS**

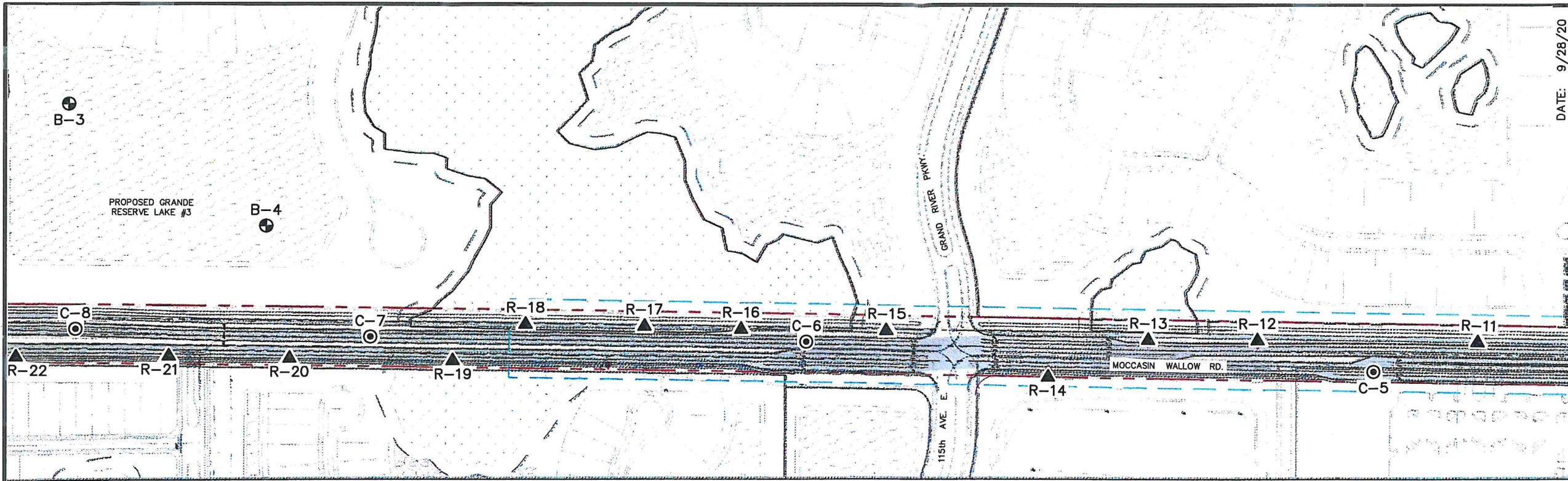
STANDARD PENETRATION TEST BORINGS

HAND AUGER BORING LOGS

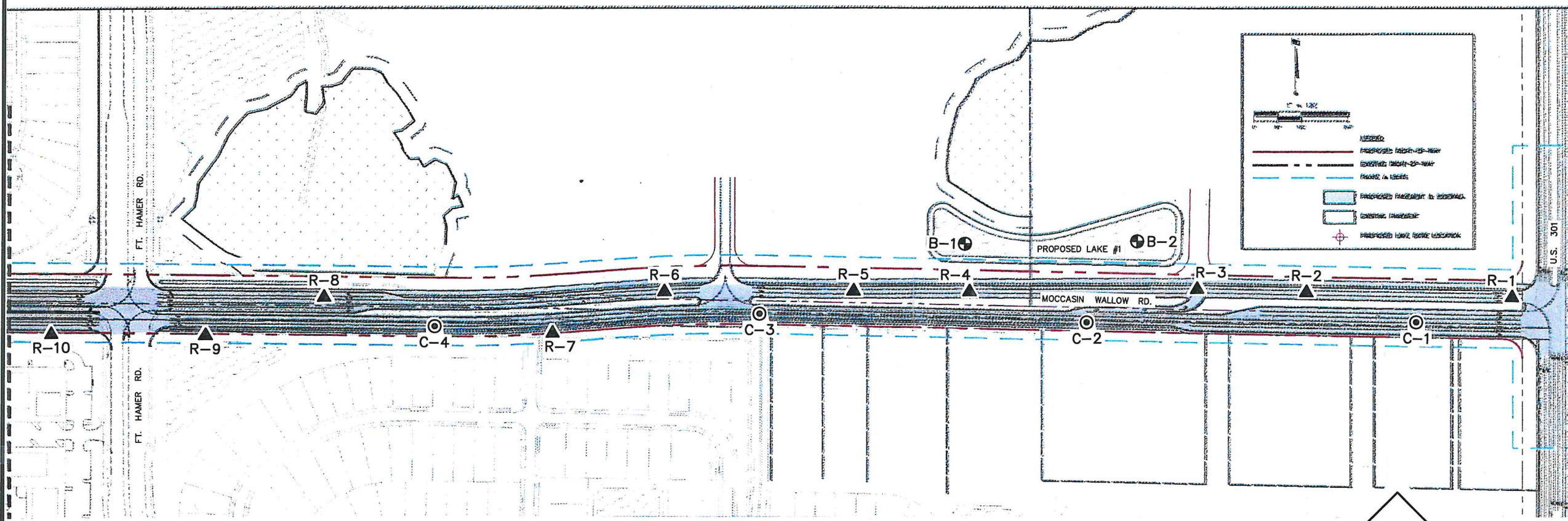
LABORATORY TESTING RESULTS

METHOD OF TESTING

PLATE I - BORING LOCATION PLAN

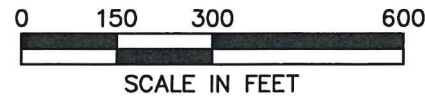


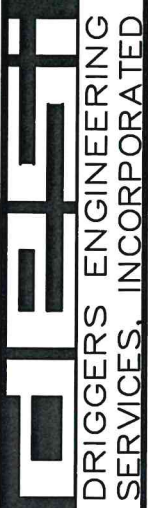
DATE: 9/28/20



LEGEND:

- ▲ HAND AUGER BORING LOCATION
- ⊕ STANDARD PENETRATION TEST BORING LOCATION
- ⊙ ASPHALT CORE/HAND AUGER BORING LOCATION



CAD / ENGINEER	SHEET TITLE	PROJECT NO.
R.D.B. / J.A.D.	BORING LOCATION PLAN	DES 208603
PREPARED BY	PROJECT NAME	SHEET NO.
	ROADWAY & POND INVESTIGATION MOCCASIN WALLOW ROAD - PHASE A MANATEE COUNTY, FLORIDA	PLATE 1

**PLATE II – ESTIMATED NORMAL SEASONAL
HIGH GROUNDWATER ELEVATIONS**

**MOCCASIN WALLOW ROAD - PHASE A
MANATEE COUNTY, FLORIDA
DES 208603**

BORING NO.	APPROX. GROUND SURFACE ELEVATION (NAVD) (ft.)	EXISTING GROUND-WATER DEPTH (ft.)	APPROX. EXISTING GROUND-WATER ELEVATION (NAVD) (ft.)	ESTIMATED NORMAL SEASONAL HIGH GROUND-WATER ELEVATION (NAVD) (ft.)
B-1	+34.0+/-	1.2	+32.8	+33.5+/-
B-2	+37.1+/-	NA	NA	+35.25+/-
B-3	+27.9+/-	1.0	+26.9	+27.0+/-
B-4	+27.7+/-	1.2	+26.5	+27.0+/-
C-1	+41.7+/-	3.2	+38.5	+37.0+/-
C-2	+40.8+/-	3.2	+37.6	+38.0+/-
C-3	+40.4+/-	3.4	+37.0	+37.5+/-
C-4	+39.0+/-	3.2	+35.8	+36.25+/-
C-5	+36.6+/-	3.3	+33.3	+34.0+/-
C-6	+30.1+/-	3.2	+26.9	+27.5+/-
C-7	+28.4+/-	3.3	+25.1	+25.75+/-
C-8	+28.0+/-	3.3	+24.7	+25.5+/-
R-1	+40.9+/-	3.2	+37.7	+38.5+/-
R-2	+40.8+/-	2.9	+37.9	+38.5+/-
R-3	+40.3+/-	3.2	+37.1	+37.75+/-
R-4	+40.1+/-	3.2	+36.9	+37.5+/-
R-5	+39.9+/-	3.4	+36.5	+37.0+/-
R-6	+39.8+/-	3.2	+36.6	+37.0+/-
R-7	+39.7+/-	3.3	+36.4	+37.0+/-
R-8	+38.4+/-	3.2	+35.2	+35.75+/-
R-9	+38.9+/-	NA	NA	+36.25+/-
R-10	+37.8+/-	3.0	+34.8	+35.25+/-
R-11	+36.1+/-	2.1	+34.0	+34.5+/-
R-12	+35.2+/-	3.0	+32.2	+32.75+/-
R-13	+35.2+/-	2.7	+32.5	+33.0+/-
R-14	+33.8+/-	3.2	+30.6	+31.25+/-
R-15	+31.0+/-	2.1	+28.9	+29.5+/-

BORING NO.	APPROX. GROUND SURFACE ELEVATION (NAVD) (ft.)	EXISTING GROUND-WATER DEPTH (ft.)	APPROX. EXISTING GROUND-WATER ELEVATION (NAVD) (ft.)	ESTIMATED NORMAL SEASONAL HIGH GROUND-WATER ELEVATION (NAVD) (ft.)
R-16	+29.3+/-	2.2	+27.1	+27.75+/-
R-17	+28.9+/-	2.2	+26.7	+27.25+/-
R-18	+27.8+/-	2.3	+25.5	+30.0+/-
R-19	+28.1+/-	2.8	+25.3	+25.75+/-
R-20	+27.8+/-	2.6	+25.2	+25.75+/-
R-21	+27.6+/-	2.3	+25.3	+25.75+/-
R-22	+28.3+/-	2.8	+25.5	+26.0+/-

STANDARD PENETRATION TEST BORINGS



DRIGGERS ENGINEERING SERVICES INCORPORATED

Project No. DES 208603 **BORING NO. B-1**
 Project Roadway & Pond Investigation, Moccasin Wallow Road - Phase A, Manatee County, Florida
 Location See Plate I Foreman J.G.
 Completion Date 9/29/20 Depth To Water 1.2' Time _____ Date 9/29/20

DEPTH, FT	SYMBOL	SAMPLES	SOIL DESCRIPTION	BLOWS ON SAMPLER PER 6" OR PEN. STR.	STANDARD PENETRATION TEST BLOWS/FT. ON 2" O.D. SAMPLER-140 LB. HAMMER, 30" DROP					
					10	20	40	60	80	
SURF. EL: +34.0+/-'										
0			Light grayish-brown Fine SAND with trace of roots (SP)							
			Light brownish-gray Fine SAND (SP)							
			Tan Fine SAND (SP)	7/7/8						
			Medium dense light brown Fine SAND (SP)							
5			Medium dense gray clayey Fine SAND (SC)	5/7/13						
			Dense to medium dense light grayish-brown to gray slightly silty Fine SAND (SP-SM)	7/15/23						
				12/10/7						
10			Medium dense gray silty, clayey Fine SAND with phosphate fragments (SM-SC)	6/7/9						
			Loose gray silty Fine SAND with trace of phosphate (SM)	6/2/4						
			Loose gray phosphatic, silty Fine SAND (SM)	7/3/5						
15										
			Very stiff gray sandy CLAY with phosphate (CH)	9/7/12						
20										
			Medium dense gray clayey Fine SAND with trace of phosphate (SC)	12/10/9						
25										
30				10/11/10						

Remarks _____ Casing Length _____



DRIGGERS ENGINEERING SERVICES INCORPORATED

Project No. DES 208603 **BORING NO. B-2**
 Project Roadway & Pond Investigation, Moccasin Wallow Road - Phase A, Manatee County, Florida
 Location See Plate I Foreman J.G.
 Completion Date 9/28/20 Depth To Water ** Time _____ Date 9/28/20

DEPTH, FT	SYMBOL	SAMPLES	SOIL DESCRIPTION	BLOWS ON SAMPLER PER 6" OR PEN. STR.	STANDARD PENETRATION TEST BLOWS/FT. ON 2" O.D. SAMPLER-140 LB. HAMMER, 30" DROP					
					10	20	40	60	80	
SURF. EL: +37.1+/-'										
0			Dark gray slightly organic Fine SAND with roots (SP)							
			Light brown Fine SAND (SP)							
			Medium dense grayish-brown clayey Fine SAND (SC)	9/6/9						
5			Medium dense brown silty Fine SAND (SM)	7/5/6						
			Dense to medium dense gray silty Fine SAND with trace of phosphate (SM)	13/15/17						
				16/12/14						
10				13/15/13						
				12/12/19						
15			Medium dense gray phosphatic, silty, slightly clayey Fine SAND (SM)	7/8/5						
			Very stiff green CLAY with seam of gray phosphatic, silty Fine SAND (CH/SM)	8/8/15						
20										
			Medium dense grayish-green phosphatic, silty Fine SAND (SM)	10/10/9						
25										
			Very stiff green CLAY with phosphate (CH)	9/9/10						
30										

Remarks ****** Groundwater not identified above clayey soil
 Casing Length _____



DRIGGERS ENGINEERING SERVICES INCORPORATED

Project No. DES 208603 **BORING NO. B-3**
 Project Roadway & Pond Investigation, Moccasin Wallow Road - Phase A, Manatee County, Florida
 Location See Plate I Foreman S.F.
 Completion Depth 31.5' Date 9/30/20 Depth To Water 1.0' Time _____ Date 9/30/20

DEPTH, FT	SYMBOL	SAMPLES	SOIL DESCRIPTION	BLOWS ON SAMPLER PER 6" OR PEN. STR.	STANDARD PENETRATION TEST BLOWS/FT. ON 2" O.D. SAMPLER-140 LB. HAMMER, 30" DROP					
					10	20	40	60	80	
SURF. EL: +27.9+/-'										
0			Light brown Fine SAND with trace of roots (SP)							
			Brown Fine SAND (SP)							
			Medium dense light grayish-brown slightly silty Fine SAND (SP-SM)	6/7/6						
5				6/9/8						
				10/12/12						
			Medium dense to dense light grayish-brown to light brown silty Fine SAND (SM)	9/8/12						
10				17/16/16						
			Loose to medium dense gray phosphatic, silty Fine SAND (SM)	9/8/10						
15				3/4/4						
				6/7/7						
20										
			Very stiff grayish-green sandy CLAY (CH)							
25				11/10/12						
			Very stiff grayish-green clayey SILT (MH)							
30				10/13/17						

Remarks _____ Casing Length _____



DRIGGERS ENGINEERING SERVICES INCORPORATED

Project No. DES 208603 **BORING NO. B-4**
 Project Roadway & Pond Investigation, Moccasin Wallow Road - Phase A, Manatee County, Florida
 Location See Plate I Foreman S.F.
 Completion Date 9/30/20 Depth To Water 1.2' Time _____ Date 9/30/20

DEPTH, FT	SYMBOL	SAMPLES	SOIL DESCRIPTION	BLOWS ON SAMPLER PER 6" OR PEN. STR.	STANDARD PENETRATION TEST BLOWS/FT. ON 2" O.D. SAMPLER-140 LB. HAMMER, 30" DROP					
					10	20	40	60	80	
			SURF. EL: +27.7+/-'							
0			Dark grayish-brown slightly silty Fine SAND with roots (SP-SM)							
			Gray Fine SAND with roots (SP)							
			Light brown Fine SAND with roots (SP)	6/7/6						
5			Medium dense light brown to light grayish-brown Fine SAND (SP)	9/7/7						
			Medium dense light grayish-brown silty Fine SAND (SM)	7/9/10						
				7/9/9						
10			Medium dense light grayish-brown phosphatic, slightly silty Fine SAND (SP-SM)	9/9/12						
			Medium dense light grayish-brown slightly phosphatic, silty Fine SAND (SM)	6/7/9						
15			Medium dense to loose gray phosphatic, silty Fine SAND (SM)	7/8/7						
20										
			Very stiff grayish-green sandy CLAY with phosphate (CH)	3/3/3						
25										
			Hard greenish-gray sandy CLAY (CL)	10/9/12						
30										
				13/15/19						

Remarks _____ Casing Length _____

HAND AUGER BORING LOGS



DRIGGERS ENGINEERING SERVICES INCORPORATED

ASPHALT CORE/HAND AUGER BORING LOG

PROJECT: Roadway & Pond Investigation Moccasin Wallow Road - Phase A Manatee County, Florida Project No.: DES 208603	CLIENT: Stantec Consulting Services	
	WATER TABLE: 3.2'	DATE: 9/24/20
TECHNICIAN: S.F.	DATE: 9/24/20	COMPLETION DEPTH: 6.0'
LOCATION: See Plate I	TEST NUMBER: C-1	

ELEV. (FT)	DESCRIPTION	DEPTH (FT)	SYMBOL	REMARKS
	4" Asphalt Pavement	0		Surface Elevation: +41.7+/-'
41	12" Cream Colored Limerock Base	1		
40	Light brown slightly silty Fine SAND with shell (SP-SM)			
	Dark gray Fine SAND with trace of wood (SP)	2		
39	Gray Fine SAND (SP)			
	Dark brown Fine SAND (SP)	3		
38		4		
	Light brown Fine SAND (SP)	5		
37		6		
36		7		
35				



DRIGGERS ENGINEERING SERVICES INCORPORATED

ASPHALT CORE/HAND AUGER BORING LOG				
PROJECT: Roadway & Pond Investigation Moccasin Wallow Road - Phase A Manatee County, Florida Project No.: DES 208603		CLIENT: Stantec Consulting Services		
TECHNICIAN: S.F.		WATER TABLE: 3.2'	DATE: 9/24/20	
LOCATION: See Plate I		DATE: 9/24/20	COMPLETION DEPTH: 6.0'	
		TEST NUMBER: C-2		
ELEV. (FT)	DESCRIPTION	DEPTH (FT)	SYMBOL	REMARKS
	5" Asphalt Pavement	0		Surface Elevation: +40.8+/-'
	3" Cream Colored Limerock Base			
40	Light brown slightly silty Fine SAND with shell (SP-SM)	1		
39	Gray Fine SAND (SP)			
	Dark gray Fine SAND (SP)	2		
38	Brownish-gray Fine SAND (SP)	3		
37	Light brown Fine SAND (SP)	4		
	Orangish-brown slightly silty Fine SAND (SP-SM)			
36	Light brown Fine SAND (SP)	5		
35		6		
34		7		



DRIGGERS ENGINEERING SERVICES INCORPORATED

ASPHALT CORE/HAND AUGER BORING LOG

PROJECT:	Roadway & Pond Investigation Moccasin Wallow Road - Phase A Manatee County, Florida Project No.: DES 208603	CLIENT:	Stantec Consulting Services		
		WATER TABLE:	3.4'	DATE:	9/24/20
TECHNICIAN:	S.F.	DATE:	9/24/20	COMPLETION DEPTH:	6.0'
LOCATION:	See Plate I	TEST NUMBER:	C-3		

ELEV. (FT)	DESCRIPTION	DEPTH (FT)	SYMBOL	REMARKS
	5" Asphalt Pavement	0		Surface Elevation: +40.4+/-'
40	11" Cream Colored Limerock Base			
		1		
39	Light brown slightly silty Fine SAND with shell (SP-SM)			
	Gray Fine SAND (SP)	2		
38				
		3		
37	Brown slightly silty Fine SAND (SP-SM)			
	Light brown slightly silty Fine SAND (SP-SM)	4		
36				
		5		
35		6		
34		7		



DRIGGERS ENGINEERING SERVICES INCORPORATED

ASPHALT CORE/HAND AUGER BORING LOG

PROJECT: Roadway & Pond Investigation Moccasin Wallow Road - Phase A Manatee County, Florida Project No.: DES 208603		CLIENT: Stantec Consulting Services	
TECHNICIAN: S.F.		WATER TABLE: 3.2'	DATE: 9/24/20
LOCATION: See Plate I		DATE: 9/24/20	COMPLETION DEPTH: 6.0'
		TEST NUMBER: C-4	

ELEV. (FT)	DESCRIPTION	DEPTH (FT)	SYMBOL	REMARKS
39	5" Asphalt Pavement	0		Surface Elevation: +39.0+/-'
	7" Cream Colored Limerock Base			
38	Brown slightly silty Fine SAND with trace of limestone fragments (SP-SM)	1		
	Dark grayish-brown slightly silty Fine SAND (SP-SM)			
37	Gray Fine SAND (SP)	2		
	Brown Fine SAND (SP)			
36		3		
35	Light brown Fine SAND (SP)	4		
34		5		
33		6		
32		7		



DRIGGERS ENGINEERING SERVICES INCORPORATED

ASPHALT CORE/HAND AUGER BORING LOG

PROJECT:	Roadway & Pond Investigation Moccasin Wallow Road - Phase A Manatee County, Florida Project No.: DES 208603	CLIENT:	Stantec Consulting Services		
		WATER TABLE:	3.3'	DATE:	9/24/20
TECHNICIAN:	S.F.	DATE:	9/24/20	COMPLETION DEPTH:	6.0'
LOCATION:	See Plate I	TEST NUMBER:	C-5		

ELEV. (FT)	DESCRIPTION	DEPTH (FT)	SYMBOL	REMARKS
	6" Asphalt Pavement	0		Surface Elevation: +36.6+/-'
36	10" Cream Colored Limerock Base	1		
35	Grayish-brown slightly silty Fine SAND with shell (SP-SM)	2		
34	Dark grayish-brown slightly silty Fine SAND with finely divided organic material (SP-SM)	3		
33	Gray Fine SAND (SP)	4		
32	Dark brown slightly silty Fine SAND (SP-SM)	5		
31	Brown slightly silty Fine SAND with trace of roots (SP-SM)	6		
30		7		



DRIGGERS ENGINEERING SERVICES INCORPORATED

ASPHALT CORE/HAND AUGER BORING LOG						
PROJECT: Roadway & Pond Investigation Moccasin Wallow Road - Phase A Manatee County, Florida Project No.: DES 208603		CLIENT: Stantec Consulting Services				
TECHNICIAN: S.F.		WATER TABLE: 3.2'	DATE: 9/24/20			
LOCATION: See Plate I		DATE: 9/24/20	COMPLETION DEPTH: 6.0'			
		TEST NUMBER: C-6				
ELEV. (FT)	DESCRIPTION	DEPTH (FT)	SYMBOL	REMARKS		
30	3" Asphalt Pavement	0		Surface Elevation: +30.1+/-'		
	Brown slightly silty Fine SAND with shell (SP-SM)					
29		1				
28					2	
		Grayish-brown Fine SAND (SP)				
		Dark grayish-brown Fine SAND (SP)			3	
27						
		Dark grayish-brown slightly silty Fine SAND with trace of roots and trace of shell (SP-SM)			4	
26						
		Light grayish-brown Fine SAND (SP)				
25					5	
24		6				
23		7				



DRIGGERS ENGINEERING SERVICES INCORPORATED

ASPHALT CORE/HAND AUGER BORING LOG				
PROJECT: Roadway & Pond Investigation Moccasin Wallow Road - Phase A Manatee County, Florida Project No.: DES 208603		CLIENT: Stantec Consulting Services		
TECHNICIAN: S.F.		WATER TABLE: 3.3'	DATE: 9/24/20	
LOCATION: See Plate I		DATE: 9/24/20	COMPLETION DEPTH: 6.0'	
		TEST NUMBER: C-7		
ELEV. (FT)	DESCRIPTION	DEPTH (FT)	SYMBOL	REMARKS
28	6" Asphalt Pavement	0		Surface Elevation: +28.4+/-'
	8" Cream Colored Limerock Base	1		
27	Orangish-brown slightly silty Fine SAND with shell (SP-SM)			
	Gray Fine SAND (SP)	2		
26	Brown Fine SAND (SP)			
		3		
25				
		4		
24	Light brown Fine SAND (SP)			
		5		
23	Grayish-brown silty, slightly clayey Fine SAND (SM)			
		6		
22				
		7		



DRIGGERS ENGINEERING SERVICES INCORPORATED

ASPHALT CORE/HAND AUGER BORING LOG

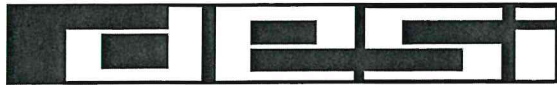
PROJECT:	Roadway & Pond Investigation Moccasin Wallow Road - Phase A Manatee County, Florida Project No.: DES 208603	CLIENT:	Stantec Consulting Services	
		WATER TABLE:	3.3'	DATE: 9/24/20
TECHNICIAN:	S.F.	DATE:	9/24/20	COMPLETION DEPTH: 6.0'
LOCATION:	See Plate I	TEST NUMBER:	C-8	

ELEV. (FT)	DESCRIPTION	DEPTH (FT)	SYMBOL	REMARKS
28	6" Asphalt Pavement	0		Surface Elevation: +28.0+/-'
	8" Cream Colored Limerock Base			
27	Light brown slightly silty Fine SAND with shell (SP-SM)	1		
	Dark grayish-brown Fine SAND (SP)			
26	Light gray Fine SAND (SP)	2		
	Brown Fine SAND (SP)			
25		3		
	Light brown Fine SAND (SP)			
24		4		
23		5		
22		6		
21		7		



DRIGGERS ENGINEERING SERVICES INCORPORATED

HAND AUGER BORING LOG				
PROJECT: Roadway & Pond Investigation Moccasin Wallow Road - Phase A Manatee County, Florida Project No.: DES 208603		CLIENT: Stantec Consulting Services		
		WATER TABLE: 3.2'	DATE: 9/23/20	
TECHNICIAN: S.F.		DATE: 9/23/20	COMPLETION DEPTH: 6.0'	
LOCATION: See Plate I		TEST NUMBER: R-1		
ELEV. (FT)	DESCRIPTION	DEPTH (FT)	SYMBOL	REMARKS
	Dark gray slightly silty Fine SAND with roots (SP-SM)	0		Surface Elevation: +40.9+/-'
40	Brownish-gray Fine SAND (SP)			
		2		
38	Dark gray organic, silty Fine SAND with abundant roots (SM/Pt)			
	Brown slightly silty Fine SAND (SP-SM)			
		4		
36	Light brown slightly silty Fine SAND (SP-SM)			
		6		
34				
		8		
32				
		10		
30				
		12		
28				
		14		



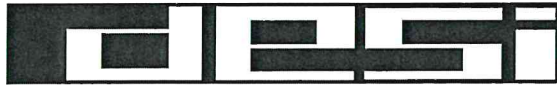
DRIGGERS ENGINEERING SERVICES INCORPORATED

HAND AUGER BORING LOG				
PROJECT: Roadway & Pond Investigation Moccasin Wallow Road - Phase A Manatee County, Florida Project No.: DES 208603		CLIENT: Stantec Consulting Services		
		WATER TABLE: 2.9'	DATE: 9/23/20	
TECHNICIAN: S.F.		DATE: 9/23/20	COMPLETION DEPTH: 6.0'	
LOCATION: See Plate I		TEST NUMBER: R-2		
ELEV. (FT)	DESCRIPTION	DEPTH (FT)	SYMBOL	REMARKS
	Dark gray organic Fine SAND with roots (SP-SM/Pt)	0		Surface Elevation: +40.8+/-'
40	Grayish-brown Fine SAND (SP)			
		2		
38	Brown slightly silty Fine SAND (SP-SM)			
	Grayish-brown slightly silty Fine SAND with trace of shell (SP-SM)	4		
36	Grayish-brown slightly silty Fine SAND (SP-SM)			
		6		
34				
		8		
32				
		10		
30				
		12		
28				
		14		



DRIGGERS ENGINEERING SERVICES INCORPORATED

HAND AUGER BORING LOG				
PROJECT: Roadway & Pond Investigation Moccasin Wallow Road - Phase A Manatee County, Florida Project No.: DES 208603		CLIENT: Stantec Consulting Services		
		WATER TABLE: 3.2'	DATE: 9/23/20	
TECHNICIAN: S.F.		DATE: 9/23/20	COMPLETION DEPTH: 6.0'	
LOCATION: See Plate I		TEST NUMBER: R-3		
ELEV. (FT)	DESCRIPTION	DEPTH (FT)	SYMBOL	REMARKS
40	Dark gray Fine SAND with roots (SP)	0		Surface Elevation: +40.3+/-'
	Brown Fine SAND with trace of shell and rock fragments (SP)			
38	Light brown Fine SAND (SP)	2		
36	Light grayish-brown slightly silty Fine SAND (SP-SM)	4		
34		6		
32		8		
30		10		
28		12		
26		14		



DRIGGERS ENGINEERING SERVICES INCORPORATED

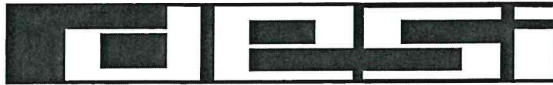
HAND AUGER BORING LOG				
PROJECT: Roadway & Pond Investigation Moccasin Wallow Road - Phase A Manatee County, Florida Project No.: DES 208603		CLIENT: Stantec Consulting Services		
TECHNICIAN: S.F.		WATER TABLE: 3.2'	DATE: 9/23/20	
LOCATION: See Plate I		DATE: 9/23/20	COMPLETION DEPTH: 6.0'	
		TEST NUMBER: R-4		
ELEV. (FT)	DESCRIPTION	DEPTH (FT)	SYMBOL	REMARKS
40	Orangish-brown slightly silty Fine SAND with trace of roots (SP-SM)	0	[Symbol]	Surface Elevation: +40.1+/-'
	Light brown slightly silty Fine SAND (SP-SM)		[Symbol]	
38	Grayish-brown and orange clayey Fine SAND (SC)	2	[Symbol]	
			[Symbol]	
36	Grayish-brown slightly silty Fine SAND (SP-SM)	4	[Symbol]	
			[Symbol]	
34		6	[Symbol]	
			[Symbol]	
32		8	[Symbol]	
			[Symbol]	
30		10	[Symbol]	
			[Symbol]	
28		12	[Symbol]	
			[Symbol]	
26		14	[Symbol]	



DRIGGERS ENGINEERING SERVICES INCORPORATED

HAND AUGER BORING LOG			
PROJECT: Roadway & Pond Investigation Moccasin Wallow Road - Phase A Manatee County, Florida Project No.: DES 208603		CLIENT: Stantec Consulting Services	
TECHNICIAN: S.F.		WATER TABLE: 3.4'	DATE: 9/23/20
LOCATION: See Plate I		DATE: 9/23/20	COMPLETION DEPTH: 6.0'
		TEST NUMBER: R-5	

ELEV. (FT)	DESCRIPTION	DEPTH (FT)	SYMBOL	REMARKS
	Dark gray slightly organic, slightly silty Fine SAND with roots (SP-SM)	0	[Symbol: Dotted pattern]	Surface Elevation: +39.9+/-'
	Light brown silty Fine SAND (SM)		[Symbol: Dotted pattern]	
38	Light grayish-brown silty Fine SAND (SM)	2	[Symbol: Dotted pattern]	
			[Symbol: Dotted pattern]	
36	Orangish-brown slightly silty Fine SAND (SP-SM)	4	[Symbol: Dotted pattern]	
			[Symbol: Dotted pattern]	
34	Light grayish-brown silty Fine SAND (SM)	6	[Symbol: Dotted pattern]	
			[Symbol: Dotted pattern]	
32		8	[Symbol: Dotted pattern]	
			[Symbol: Dotted pattern]	
30		10	[Symbol: Dotted pattern]	
			[Symbol: Dotted pattern]	
28		12	[Symbol: Dotted pattern]	
			[Symbol: Dotted pattern]	
26		14	[Symbol: Dotted pattern]	



DRIGGERS ENGINEERING SERVICES INCORPORATED

HAND AUGER BORING LOG				
PROJECT: Roadway & Pond Investigation Moccasin Wallow Road - Phase A Manatee County, Florida Project No.: DES 208603		CLIENT: Stantec Consulting Services		
		WATER TABLE: 3.2'	DATE: 9/23/20	
TECHNICIAN: S.F.		DATE: 9/23/20	COMPLETION DEPTH: 6.0'	
LOCATION: See Plate I		TEST NUMBER: R-6		
ELEV. (FT)	DESCRIPTION	DEPTH (FT)	SYMBOL	REMARKS
	Dark brown slightly silty Fine SAND with roots (SP-SM)	0		Surface Elevation: +39.8+/-'
	Brown slightly silty Fine SAND (SP-SM)			
38	Light brown and brown slightly silty Fine SAND (SP-SM)	2		
36	Grayish-brown and orange silty, slightly clayey Fine SAND (SM)	4		
34	Light brown slightly silty Fine SAND (SP-SM)	6		
32		8		
30		10		
28		12		
26		14		



DRIGGERS ENGINEERING SERVICES INCORPORATED

HAND AUGER BORING LOG				
PROJECT: Roadway & Pond Investigation Moccasin Wallow Road - Phase A Manatee County, Florida Project No.: DES 208603		CLIENT: Stantec Consulting Services		
TECHNICIAN: S.F.		WATER TABLE: 3.3'	DATE: 9/23/20	
LOCATION: See Plate I		DATE: 9/23/20	COMPLETION DEPTH: 6.0'	
		TEST NUMBER: R-7		
ELEV. (FT)	DESCRIPTION	DEPTH (FT)	SYMBOL	REMARKS
	Dark gray and gray slightly silty Fine SAND with roots (SP-SM)	0	SYMBOL	Surface Elevation: +39.7+/-'
	Brown and light brown slightly silty Fine SAND (SP-SM)			
38		2		
	Gray Fine SAND (SP)			
	Brown Fine SAND (SP)			
36		4		
	Light brown slightly silty Fine SAND (SP-SM)			
34		6		
32		8		
30		10		
28		12		
26		14		



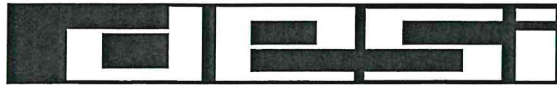
DRIGGERS ENGINEERING SERVICES INCORPORATED

HAND AUGER BORING LOG				
PROJECT:		Roadway & Pond Investigation Moccasin Wallow Road - Phase A Manatee County, Florida Project No.: DES 208603		CLIENT: Stantec Consulting Services
TECHNICIAN:		S.F.		DATE: 9/23/20
LOCATION:		See Plate I		COMPLETION DEPTH: 6.0'
		TEST NUMBER:		R-8
ELEV. (FT)	DESCRIPTION	DEPTH (FT)	SYMBOL	REMARKS
38	Dark brownish-gray Fine SAND with roots (SP)	0	[Symbol: Dotted pattern]	Surface Elevation: +38.4+/-'
	Brown slightly silty Fine SAND (SP-SM)			
	Light grayish-brown Fine SAND (SP)			
36	Brown slightly silty Fine SAND (SP-SM)	2		
	Grayish-brown Fine SAND (SP)			
	Light brown Fine SAND (SP)	4		
34				
		6		
32				
		8		
30				
		10		
28				
		12		
26				
		14		



DRIGGERS ENGINEERING SERVICES INCORPORATED

HAND AUGER BORING LOG				
PROJECT: Roadway & Pond Investigation Moccasin Wallow Road - Phase A Manatee County, Florida Project No.: DES 208603		CLIENT: Stantec Consulting Services		
TECHNICIAN: S.F.		WATER TABLE: See "Note"	DATE: 9/23/20	
LOCATION: See Plate I		DATE: 9/23/20	COMPLETION DEPTH: 6.0'	
		TEST NUMBER: R-9		
ELEV. (FT)	DESCRIPTION	DEPTH (FT)	SYMBOL	REMARKS
		0		Surface Elevation: +38.9+/-'
38	Light brown silty, slightly clayey Fine SAND with trace of gravel (SM)			
	Grayish-brown clayey Fine SAND with shell and gravel (SC)			
	Brown Fine SAND (SP)			
	Gray Fine SAND (SP)	2		
36	Dark brown Fine SAND (SP)			
	Light brown Fine SAND (SP)	4		
34	Brown Fine SAND (SP)			
	Light brown silty Fine SAND (SM)			
		6		Note: Water Table not encountered above shallow clayey soils.
32				
		8		
30				
		10		
28				
		12		
26				
		14		



DRIGGERS ENGINEERING SERVICES INCORPORATED

HAND AUGER BORING LOG				
PROJECT: Roadway & Pond Investigation Moccasin Wallow Road - Phase A Manatee County, Florida Project No.: DES 208603		CLIENT: Stantec Consulting Services		
		WATER TABLE: 3.0'	DATE: 9/24/20	
TECHNICIAN: S.F.		DATE: 9/24/20	COMPLETION DEPTH: 6.0'	
LOCATION: See Plate I		TEST NUMBER: R-10		
ELEV. (FT)	DESCRIPTION	DEPTH (FT)	SYMBOL	REMARKS
	Gray Fine SAND with roots (SP)	0		Surface Elevation: +37.8+/-'
	Brown slightly silty Fine SAND with trace of roots (SP-SM)			
36	Gray Fine SAND (SP)	2		
34	Light brown slightly silty Fine SAND (SP-SM)	4		
	Light brown Fine SAND (SP)			
32	Light brown slightly silty Fine SAND (SP-SM)	6		
30		8		
28		10		
26		12		
24		14		



DRIGGERS ENGINEERING SERVICES INCORPORATED

HAND AUGER BORING LOG				
PROJECT: Roadway & Pond Investigation Moccasin Wallow Road - Phase A Manatee County, Florida Project No.: DES 208603		CLIENT: Stantec Consulting Services		
TECHNICIAN: J.G.		WATER TABLE: 2.1'	DATE: 9/23/20	
LOCATION: See Plate I		DATE: 9/23/20	COMPLETION DEPTH: 6.0'	
		TEST NUMBER: R-11		
ELEV. (FT)	DESCRIPTION	DEPTH (FT)	SYMBOL	REMARKS
36	Dark gray slightly silty Fine SAND with roots (SP-SM)	0	[Symbol: Dotted pattern]	Surface Elevation: +36.1+/-'
	Grayish-brown slightly silty Fine SAND (SP-SM)			
	Gray Fine SAND (SP)			
	Brown slightly silty Fine SAND (SP-SM)			
34	Brown Fine SAND (SP)	2		
	Light brown Fine SAND (SP)			
	Brown Fine SAND (SP)			
32	Light brown slightly silty Fine SAND (SP-SM)	4		
30		6		
28		8		
26		10		
24		12		
22		14		



DRIGGERS ENGINEERING SERVICES INCORPORATED

HAND AUGER BORING LOG				
PROJECT: Roadway & Pond Investigation Moccasin Wallow Road - Phase A Manatee County, Florida Project No.: DES 208603		CLIENT: Stantec Consulting Services		
TECHNICIAN: J.G.		WATER TABLE: 3.0'	DATE: 9/23/20	
LOCATION: See Plate I		DATE: 9/23/20	COMPLETION DEPTH: 6.0'	
		TEST NUMBER: R-12		
ELEV. (FT)	DESCRIPTION	DEPTH (FT)	SYMBOL	REMARKS
	Dark gray slightly silty Fine SAND with finely divided organic material and roots (SP-SM)	0		Surface Elevation: +35.2+/-'
34	Brown slightly silty Fine SAND (SP-SM)			
	Light brown Fine SAND (SP)			
	Brown slightly silty Fine SAND (SP-SM)	2		
32	Dark brown Fine SAND (SP)			
		4		
	Grayish-brown slightly silty Fine SAND with trace of shell (SP-SM)			
30	Light grayish-brown slightly silty Fine SAND with trace of shell (SP-SM)			
		6		
28				
		8		
26				
		10		
24				
		12		
22				
		14		



DRIGGERS ENGINEERING SERVICES INCORPORATED

HAND AUGER BORING LOG

PROJECT: Roadway & Pond Investigation Moccasin Wallow Road - Phase A Manatee County, Florida Project No.: DES 208603	CLIENT: Stantec Consulting Services	
	WATER TABLE: 2.7'	DATE: 9/23/20
TECHNICIAN: J.G.	DATE: 9/23/20	COMPLETION DEPTH: 6.0'
LOCATION: See Plate I	TEST NUMBER: R-13	

ELEV. (FT)	DESCRIPTION	DEPTH (FT)	SYMBOL	REMARKS
	Grayish-brown Fine SAND with roots (SP)	0		Surface Elevation: +35.2+/-'
34	Light brown and brown slightly silty Fine SAND (SP-SM)			
	Light brown slightly silty Fine SAND (SP-SM)	2		
	Light brown silty Fine SAND (SM)			
32	Light grayish-brown slightly silty Fine SAND (SP-SM)			
	Gray Fine SAND (SP)	4		
	Light grayish-brown Fine SAND (SP)			
30				
		6		
28				
		8		
26				
		10		
24				
		12		
22				
		14		



DRIGGERS ENGINEERING SERVICES INCORPORATED

HAND AUGER BORING LOG				
PROJECT: Roadway & Pond Investigation Moccasin Wallow Road - Phase A Manatee County, Florida Project No.: DES 208603		CLIENT: Stantec Consulting Services		
		WATER TABLE: 3.2'	DATE: 9/23/20	
TECHNICIAN: J.G.		DATE: 9/23/20	COMPLETION DEPTH: 6.0'	
LOCATION: See Plate I		TEST NUMBER: R-14		
ELEV. (FT)	DESCRIPTION	DEPTH (FT)	SYMBOL	REMARKS
	Grayish-brown Fine SAND with roots (SP)	0		Surface Elevation: +33.8+/-'
	Grayish-brown slightly silty Fine SAND (SP-SM)			
32	Brown slightly silty Fine SAND (SP-SM)	2		
	Light brown Fine SAND (SP)			
30		4		
28		6		
26		8		
24		10		
22		12		
20		14		



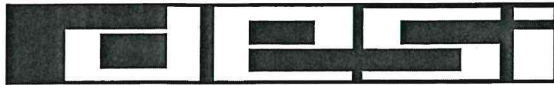
DRIGGERS ENGINEERING SERVICES INCORPORATED

HAND AUGER BORING LOG				
PROJECT: Roadway & Pond Investigation Moccasin Wallow Road - Phase A Manatee County, Florida Project No.: DES 208603		CLIENT: Stantec Consulting Services		
TECHNICIAN: K.M.		WATER TABLE: 2.1'	DATE: 9/23/20	
LOCATION: See Plate I		DATE: 9/23/20	COMPLETION DEPTH: 6.0'	
		TEST NUMBER: R-15		
ELEV. (FT)	DESCRIPTION	DEPTH (FT)	SYMBOL	REMARKS
	Gray Fine SAND with roots (SP)	0	[Symbol: Dotted pattern]	Surface Elevation: +31.0+/-'
30	Light brown slightly silty Fine SAND with rock fragments and trace of shell (SP-SM)		[Symbol: Dotted pattern]	
	Gray slightly silty Fine SAND (SP-SM)		[Symbol: Dotted pattern]	
	Light grayish-brown and orange silty, slightly clayey Fine SAND (SM)	2	[Symbol: Dotted pattern]	
28	Dark gray slightly silty Fine SAND with finely divided organic material (SP-SM)		[Symbol: Dotted pattern]	
	Light grayish-brown Fine SAND (SP)	4	[Symbol: Dotted pattern]	
26			[Symbol: Dotted pattern]	
		6	[Symbol: Dotted pattern]	
24			[Symbol: Dotted pattern]	
		8	[Symbol: Dotted pattern]	
22			[Symbol: Dotted pattern]	
		10	[Symbol: Dotted pattern]	
20			[Symbol: Dotted pattern]	
		12	[Symbol: Dotted pattern]	
18			[Symbol: Dotted pattern]	
		14	[Symbol: Dotted pattern]	



DRIGGERS ENGINEERING SERVICES INCORPORATED

HAND AUGER BORING LOG				
PROJECT: Roadway & Pond Investigation Moccasin Wallow Road - Phase A Manatee County, Florida Project No.: DES 208603		CLIENT: Stantec Consulting Services		
TECHNICIAN: K.M.		WATER TABLE: 2.2'	DATE: 9/23/20	
LOCATION: See Plate I		DATE: 9/23/20	COMPLETION DEPTH: 6.0'	
		TEST NUMBER: R-16		
ELEV. (FT)	DESCRIPTION	DEPTH (FT)	SYMBOL	REMARKS
	Gray Fine SAND with roots (SP)	0		Surface Elevation: +29.3+/-'
28	Grayish-brown slightly silty Fine SAND with trace of rock fragments and trace of shell (SP-SM)			
	Gray Fine SAND (SP)	2		
26	Light brown Fine SAND (SP)			
		4		
24	Grayish-brown clayey Fine SAND (SC)			
	Grayish-brown silty Fine SAND (SM)	6		
22				
		8		
20				
		10		
18				
		12		
16				
		14		



DRIGGERS ENGINEERING SERVICES INCORPORATED

HAND AUGER BORING LOG				
PROJECT: Roadway & Pond Investigation Moccasin Wallow Road - Phase A Manatee County, Florida Project No.: DES 208603		CLIENT: Stantec Consulting Services		
		WATER TABLE: 2.2'	DATE: 9/23/20	
TECHNICIAN: K.M.		DATE: 9/23/20	COMPLETION DEPTH: 6.0'	
LOCATION: See Plate I		TEST NUMBER: R-17		
ELEV. (FT)	DESCRIPTION	DEPTH (FT)	SYMBOL	REMARKS
	Dark grayish-brown slightly silty Fine SAND with roots and shell (SP-SM)	0		Surface Elevation: +28.9+/-'
28	Dark grayish-brown slightly silty Fine SAND with shell (SP-SM)			
	Brown Fine SAND (SP)			
	Dark brown slightly silty Fine SAND (SP-SM)	2		
26				
	Brown Fine SAND (SP)	4		
24				
		6		
22				
		8		
20				
		10		
18				
		12		
16				
		14		



DRIGGERS ENGINEERING SERVICES INCORPORATED

HAND AUGER BORING LOG				
PROJECT: Roadway & Pond Investigation Moccasin Wallow Road - Phase A Manatee County, Florida Project No.: DES 208603		CLIENT: Stantec Consulting Services		
TECHNICIAN: J.G.		WATER TABLE: 2.3'	DATE: 9/23/20	
LOCATION: See Plate I		DATE: 9/23/20	COMPLETION DEPTH: 8.0'	
		TEST NUMBER: R-18		
ELEV. (FT)	DESCRIPTION	DEPTH (FT)	SYMBOL	REMARKS
	Dark grayish-brown slightly silty Fine SAND with roots (SP-SM)	0		Surface Elevation: +27.8+/-'
	Grayish-brown Fine SAND with trace of shell (SP)			
26	Dark grayish-brown Fine SAND (SP)	2		
	Gray Fine SAND (SP)			
	Light brown Fine SAND (SP)			
24	Dark brown highly organic, silty Fine SAND (Pt)	4		
22		6		
	Light grayish-brown Fine SAND (SP)			
20		8		
18		10		
16		12		
14		14		



DRIGGERS ENGINEERING SERVICES INCORPORATED

HAND AUGER BORING LOG							
PROJECT:		Roadway & Pond Investigation Moccasin Wallow Road - Phase A Manatee County, Florida Project No.: DES 208603		CLIENT:	Stantec Consulting Services		
TECHNICIAN:		K.M.		WATER TABLE:	2.8'	DATE:	9/23/20
LOCATION:		See Plate I		DATE:	9/23/20	COMPLETION DEPTH:	8.0'
				TEST NUMBER:	R-19		
ELEV. (FT)	DESCRIPTION	DEPTH (FT)	SYMBOL	REMARKS			
28	Dark gray Fine SAND with roots (SP)	0		Surface Elevation: +28.1+/-'			
	Dark brown highly organic, silty Fine SAND with roots (Pt)						
26	Grayish-brown Fine SAND (SP)	2					
24	Dark gray slightly silty Fine SAND with finely divided organic material (SP-SM)	4					
	Dark brown slightly silty Fine SAND (SP-SM)						
22		6					
	Light brown slightly silty Fine SAND (SP-SM)						
20		8					
18		10					
16		12					
14		14					



DRIGGERS ENGINEERING SERVICES INCORPORATED

HAND AUGER BORING LOG				
PROJECT: Roadway & Pond Investigation Moccasin Wallow Road - Phase A Manatee County, Florida Project No.: DES 208603		CLIENT: Stantec Consulting Services		
TECHNICIAN: J.G.		WATER TABLE: 2.6'	DATE: 9/23/20	
LOCATION: See Plate I		DATE: 9/23/20	COMPLETION DEPTH: 8.0'	
		TEST NUMBER: R-20		
ELEV. (FT)	DESCRIPTION	DEPTH (FT)	SYMBOL	REMARKS
	Dark gray Fine SAND with roots (SP)	0		Surface Elevation: +27.8+/-'
	Light brown Fine SAND with trace of roots (SP)			
26	Light brown slightly silty Fine SAND with trace of shell (SP-SM)			
	Dark grayish-brown Fine SAND with trace of shell (SP)	2		
	Light grayish-brown silty Fine SAND with shell (SM)			
24	Dark gray highly organic, silty Fine SAND with abundant roots (Pt)	4		
	Grayish-brown slightly silty Fine SAND (SP-SM)			
22	Light grayish-brown slightly silty Fine SAND (SP-SM)	6		
20		8		
18		10		
16		12		
14		14		



DRIGGERS ENGINEERING SERVICES INCORPORATED

HAND AUGER BORING LOG				
PROJECT: Roadway & Pond Investigation Moccasin Wallow Road - Phase A Manatee County, Florida Project No.: DES 208603		CLIENT: Stantec Consulting Services		
TECHNICIAN: K.M.		WATER TABLE: 2.3'	DATE: 9/23/20	
LOCATION: See Plate I		DATE: 9/23/20	COMPLETION DEPTH: 8.0'	
		TEST NUMBER: R-21		
ELEV. (FT)	DESCRIPTION	DEPTH (FT)	SYMBOL	REMARKS
	Dark gray Fine SAND with roots and finely divided organic material (SP)	0		Surface Elevation: +27.6+/-'
26	Light brown slightly silty Fine SAND with shell (SP-SM)	2		
24	Light brown Fine SAND (SP)	4		
22	Dark grayish-brown Fine SAND with trace of tree roots (SP)	6		
20	Dark gray highly organic, silty Fine SAND with roots (Pt)	8		
	Brown slightly silty Fine SAND (SP-SM)			
18		10		
16		12		
14		14		



DRIGGERS ENGINEERING SERVICES INCORPORATED

HAND AUGER BORING LOG				
PROJECT:		Roadway & Pond Investigation Moccasin Wallow Road - Phase A Manatee County, Florida Project No.: DES 208603		CLIENT: Stantec Consulting Services
TECHNICIAN:		J.G.	DATE: 9/23/20	COMPLETION DEPTH: 8.0'
LOCATION:		See Plate I		TEST NUMBER: R-22
ELEV. (FT)	DESCRIPTION	DEPTH (FT)	SYMBOL	REMARKS
28	Dark gray Fine SAND with roots and finely divided organic material (SP)	0	[Symbol: Diagonal lines and dots pattern]	Surface Elevation: +28.3+/-'
	Brown slightly silty Fine SAND with trace of shell (SP-SM)			
26	Light brown slightly silty Fine SAND with shell (SP-SM)	2		
	Brown Fine SAND (SP)			
24		4		
	Light brown slightly silty Fine SAND (SP-SM)			
22		6		
20		8		
18		10		
16		12		
14		14		

SUMMARY OF LABORATORY TESTING RESULTS

SUMMARY OF LABORATORY TEST RESULTS

BORING NO.	DEPTH (ft)	DESCRIPTION	W %	Y _d (pcf)	G _s	ATTERBERG LIMITS			U.C.	CON.	G.S.	ORG. (%)	pH	Cl. (ppm)	SO ₄ (ppm)	RES. (ohm-cm)
						LL	PL	PI								
B-1	4.0-5.5	Gray clayey Fine SAND	16.1			37	16	21			**					
B-2	2.0-3.5	Grayish-brown clayey Fine SAND	21.3			27	20	7			**					
R-4	1.1-3.3	Grayish-brown and orange clayey Fine SAND	16.6			34	19	15			**					
R-5	2.2-3.7	Dark gray slightly silty Fine SAND with finely divided organic material										3.9				
R-19	3.7-4.1	Dark gray slightly silty Fine SAND with finely divided organic material										2.1				

W % = Water Content
 Y_d (pcf) = Dry Density
 G_s = Specific Gravity
 LL = Liquid Limit
 PL = Plastic Limit
 PI = Plasticity Index
 P.P. (tsf) = Pocket Penetrometer
 U.C. = Unconfined Compression

= Consolidation Test
 = Grainsize Analysis (Hydrometer)
 = Organic Content
 = Total Chloride
 = Total Sulfate
 = Lab Resistivity
 = See Test Curves
 = Percent Passing No. 200 Sieve

CLIENT: Stantec Consulting Services
PROJECT: Roadway & Pond Investigation,
 Moccasin Wallow Road – Phase A, Manatee County, FL
FILE: DES 208603

METHOD OF TESTING

STANDARD PENETRATION TEST AND SOIL CLASSIFICATION

STANDARD PENETRATION TEST (ASTM D-1586)

In the Standard Penetration Test borings, a rotary drilling rig is used to advance the borehole to the desired test depth. A viscous drilling fluid is circulated through the drill rods and bit to stabilize the borehole and to assist in removal of soil and rock cuttings up and out of the borehole.

Upon reaching the desired test depth, the 2 inch O.D. split-barrel sampler or "split-spoon", as it is sometimes called, is attached to an N-size drill rod and lowered to the bottom of the borehole. A 140 pound hammer, attached to the drill string at the ground surface, is then used to drive the sampler into the formation. The hammer is successively raised and dropped for a distance of 30 inches using a rope and "cathead" assembly. The number of blows is recorded for each 6 inch interval of penetration or until virtual refusal is achieved. In the above manner, the samples are ideally advanced a total of 18 inches. The sum of the blows required to effect the final 12 inches of penetration is called the blowcount, penetration resistance or "N" value of the particular material at the sample depth.

After penetration, the rods and sampler are retracted to the ground surface where the core sample is removed, sealed in a glass jar and transported to the laboratory for verification of field classification and storage.

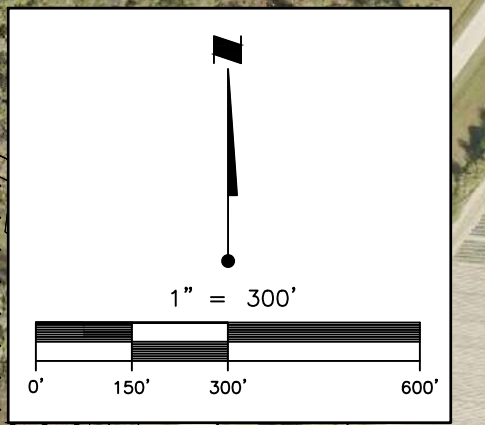
SOIL SYMBOLS AND CLASSIFICATION

Soil and rock samples secured in the field sampling operation were visually classified as to texture, color and consistency. The Unified Soil Classification was assigned to each soil stratum per ASTM D-2487. Soil classifications are presented descriptively and symbolically for ease of interpretation. The stratum identification lines represent the approximate boundary between soil types. In many cases, this transition may be gradual.

Consistency of the soil as to relative density or undrained shear strength, unless otherwise noted, is based upon Standard Penetration resistance values of "N" values and industry-accepted standards. "N" values, or blowcounts, are presented in both tabular and graphical form on each respective boring log at each sample interval. The graphical plot of blowcount versus depth is for illustration purposes only and does not warrant continuity in soil consistency or linear variation between sample intervals.

The borings represent subsurface conditions at respective boring locations and sample intervals only. Variations in subsurface conditions may occur between boring locations. Groundwater depths shown represent water depths at the dates and time shown only. The absence of water table information does not necessarily imply that groundwater was not encountered.

BID ATTACHMENT 9, EXHIBIT_PHASING_AERIAL



ZONING: PDR
(PLANNED DEVELOPMENT RESIDENTIAL)
FLU: UF-3
CURRENT USE:
GRAZING CLASS 1

ZONING: PD-MU
(PLANNED DEVELOPMENT MIXED USE)
FLU: UF-3
CURRENT USE: CLASS 1/
AGRICULTURE
PROJECT NAME: NORTH RIVER RANCH

ZONING: PD-MU
(PLANNED DEVELOPMENT MIXED USE)
FLU: UF-3
CURRENT USE: CLASS 1/
AGRICULTURE
PROJECT NAME: NORTH RIVER RANCH

ZONING: PD-MU
(PLANNED DEVELOPMENT MIXED USE)
FLU: UF-3
CURRENT USE: CLASS 1/
AGRICULTURE

ZONING: A, A-1
(GENERAL AGRICULTURE)
FLU: UF-3
CURRENT USE:
GRAZING CLASS 1

ZONING: A, A-1
(GENERAL AGRICULTURE)
FLU: UF-3
CURRENT USE:
GRAZING CLASS 1

EXISTING LAKE #3

EXISTING LAKE #8

EXISTING LAKE #9

EXISTING LAKE #6A

EXISTING LAKE #6B

LAKE #1

STA: 630+88.07

WETLAND W37

WETLAND
STA: 178+84.97
MOCCASIN WALLOW ROAD
SEGMENT 1 PHASE LINE

SWFWM PROJECT AREA = 33.48 AC

MOCCASIN WALLOW ROAD
SEGMENT 1 PHASE LINE

EXISTING LAKE #L-4B

ZONING: PDR
(PLANNED DEVELOPMENT RESIDENTIAL)
FLU: UF-3
CURRENT USE: RESIDENTIAL
COMMON AREA
PROJECT NAME: SUMMERWOODS

WETLAND W38

EXISTING LAKE #L-2

EXISTING LAKE

ZONING: PDR
(PLANNED DEVELOPMENT RESIDENTIAL)
FLU: UF-3
CURRENT USE: VACANT/
PUBLIC COUNTY SCHOOL

ZONING: PDR
(PLANNED DEVELOPMENT RESIDENTIAL)
FLU: UF-3
CURRENT USE: RESIDENTIAL
COMMON AREA
PROJECT NAME: COPPERSTONE

EXISTING LAKE #16

ZONING: PD-MU
(PLANNED DEVELOPMENT MIXED USE)
FLU: UF-3
CURRENT USE: VACANT/
AGRICULTURE
PROJECT NAME: MORGAN'S GLEN

ZONING: A-1
(PLANNED DEVELOPMENT RESIDENTIAL)
FLU: UF-3
CURRENT USE: SINGLE FAMILY

ZONING: A-1, VIL
(GENERAL AGRICULTURE)
FLU: UF-3
CURRENT USE:
GRAZING CLASS 1

STA: 620+12.22

STA: 245+00.00

LAKE #301A

LAKE #301B

ZONING: A-1, VIL
(GENERAL AGRICULTURE)
FLU: UF-3
CURRENT USE:
GRAZING CLASS 1

ZONING: VIL
(PLANNED DEVELOPMENT RESIDENTIAL)
FLU: UF-3, RES-6
CURRENT USE:
SINGLE FAMILY

ZONING: A-1
(SINGLE FAMILY RESIDENTIAL)
FLU: UF-3
CURRENT USE:
SINGLE FAMILY

REV. NO.	REVISION	DATE	DRAWN BY / EMP. NO.	CHECKED BY / EMP. NO.	WM APPROVED BY:	ACTIVITY	INITIALS/EMP. NO.	DATE
D	REVISED PROJECT AREA	4/15/22	MSC/98616			DESIGNED BY:		10/2020
C	ADDED PROJ NAMES & LAKE NAMES. REVISED PROJ AREA	11/5/21	MSC/98616			CHECKED BY:		10/2020
						CONTRACT ADMIN. BY:		
						WM APPROVED BY:		

6900 Professional Parkway East, Sarasota, FL 34240-8414
Phone 941-907-6900 • Fax 941-907-6910
Certificate of Authorization #27013 • www.stantec.com

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

CLIENT: MANATEE COUNTY
PUBLIC WORKS DEPARTMENT
PROJECT: MOCCASIN WALLOW ROAD
SEGMENT 1

DATE: 10/2020
HORIZONTAL SCALE: 1" = 300'
VERTICAL SCALE:

TITLE: AERIAL SITE PLAN

ROBERT A. ENGEL, P.E.
FLORIDA LICENSE NO. 58602
PROJECT NUMBER: 215615900
SHEET NUMBER: 2 OF 112

BID ATTACHMENT 13, PERMIT_404 PUBLIC NOTICE



FLORIDA DEPARTMENT OF Environmental Protection

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

Southwest District Office
13051 North Telecom Parkway #101
Temple Terrace, Florida 33637-0926

June 14, 2022

STATE 404 PROGRAM PUBLIC NOTICE

Permit Application No. 0400385-001-SFI

TO WHOM IT MAY CONCERN: The Department of Environmental Protection has received an application for a State 404 Program permit pursuant to 62-331, Florida Administrative Code, as described below:

APPLICANT: Manatee County
c/o Scott May
1022 26th Avenue East
Bradenton, FL 34208
(941)-708-7450

LOCATION: Project is located on Moccasin Wallow Road and spans roughly 7,500 feet from the eastern terminus in Parrish, Florida 34219, Located in Manatee County. A map of the location is provided in Attachment 1.

APPROXIMATE CENTRAL COORDINATES:
Latitude 27°35'38.43" / Longitude -82°26'33.10"

PROJECT PURPOSE: The purpose of the project is to provide improvements and widening of approximately 7551 linear feet of the eastern terminus of Moccasin Wallow Road. Work is anticipated to begin in the 3rd quarter of 2022 and be complete during 2023. Roadway improvement due to increased traffic along Moccasin Wallow Road associated with new residential and commercial developments in a growing portion of Manatee County.

PROPOSED WORK: The applicant seeks authorization to construct an approximately 7,554 of linear feet of roadway improvements on the Moccasin Wallow roadway from the eastern end of the terminus of the road. Within a 31.64-acre project construction area for the 4 lane highway. Improvements will include construction of a roadway, widening, reconstruction, and rigid pavement rehab of Moccasin Wallow.

As part of the construction, the applicant proposes to place approximately 10,512 cubic yards of fill to OSW's and 4,739 cubic yards to wetlands within the project area. The fill material utilized will be consistent and made sure that the fill is clean, contains no muck, large vegetative matter (i.e. stumps, branches, brush, roots, etc.), rubbish, or rebar. The work is expected to be completed in less than five years.

The described work will result in permanent impacts to 0.34 acres of vegetated non-forested mixed (FLUCCS 640), 0.94 acres of wetland hardwood forests (FLUCCS 610), and 4.06 acres of streams and waterways (FLUCCS 510). **The applicant has accepted that all wetlands and other surface waters delineated under Chapter 62-340, F.A.C. are considered Waters of the United States (WOTUS).** Please see Table 1 below for a summary of wetland impacts:

Impact Type	Streams and Waterways (acres)	Wetlands Hardwood Forests (acres)	Vegetated Non-Forested Mixed (acres)	Sum (acres)
Permanent Impacts	4.06	0.94	0.34	5.34
Secondary Impacts	2.18	0.47	0.16	2.81
Totals	3.32	1.41	0.50	8.15

Table 1: Summary of wetland impacts

EXISTING CONDITIONS: The proposed project area comprises 31.64 acres and will impact a variety of both upland and wetland environments. Of which the upland conditions existing contain open land (FLUCCS 190), hardwood and conifer mixed (FLUCCS 434), and roads and highways (FLUCCS 814). Totaling 23.49 acres of the total project.

AVOIDANCE AND MINIMIZATION INFORMATION: An alternatives analysis was performed in accordance with 62-331, F.A.C. The alignment that Manatee County proposed has been determined to be the least damaging as compared to the alternatives proposed. Manatee County utilized a wide variety of criteria to determine the least damaging alternative such as social impacts, cultural impacts, the natural environment, and physical impacts to determine the least damaging alternative.

COMPENSATORY MITIGATION: The proposed project will result in a functional loss of 0.18 acres of vegetated non-forested mixed (FLUCCS 640), and 0.60 acres of wetlands hardwood forest (FLUCCS 610). Functional loss was determined by utilizing the Uniform Mitigation Assessment Method (UMAM), in accordance with 62-345, F.A.C. Accordingly, the Applicant will purchase 0.18 freshwater herbaceous federal credits and the applicant will also purchase .60 acres of federal freshwater forested credits from both the Tampa Bay Mitigation Bank and Bullfrog Creek Mitigation Bank.

CULTURAL RESOURCES: The Department has requested review from the State Historic Preservation Officer (SHPO) and those federally recognized Tribes with concerns in Florida and the permit area. SHPO and the Seminole Tribe provided no further comments regarding cultural resources.

FEDERALLY AND STATE-LISTED SPECIES: The project is located within the U.S. Fish and Wildlife Service (USFWS) Consultation Areas for the Florida grasshopper sparrow (*Ammodramus savannarum floridanus*, Federally Endangered), Florida scrub-jay (*Aphelocoma coerulescens*, Federally Threatened [FT]), and Core Foraging Area (CFA) for the wood stork (*Mycteria americana*, FT). The project site may also provide habitat for the eastern indigo snake (*Drymarchon corais couperi*, FT).

Florida Fish and Wildlife Conservation Commission (FWC) staff determined the proposed project will have no effect on the Florida scrub-jay, Florida grasshopper sparrow, and the eastern indigo snake and may affect but is not likely to adversely affect wood stork. At this time, impacts to state-listed species are not anticipated.

Florida Grasshopper Sparrow: Florida grasshopper sparrow habitat consists of dry, open prairies that contain bunch grasses, low shrubs, and saw palmetto. They generally occupy large, open landscapes, avoid forested edges, and preferentially use the centers of open patches. The project lies within the Consultation Area for the Florida grasshopper sparrow, but there is no suitable habitat within the project site for this species. Therefore, FWC staff has determined the project would have “no effect” on the Florida grasshopper sparrow and no State 404 permit conditions are necessary for this species.

Florida Scrub-Jay: The Florida scrub-jay is endemic to peninsular Florida’s ancient dune ecosystems of oak-dominated scrub, or xeric oak scrub habitat, which occur on well-drained to excessively well-drained sandy soils. Optimal habitat for scrub-jays is dominated by low growing oaks (sand live oak [*Quercus geminata*],

Chapman oak [*Q. chapmanii*], myrtle oak [*Q. myrtifolia*], scrub oak [*Q. inopina*]), which are 1 to 3 meters high, interspersed with 10 to 50 percent unvegetated, sandy openings for foraging and acorn-caching space, and a sand pine (*Pinus clausa*) canopy of less than 20 percent. The project lies within the Consultation Area for the Florida scrub-jay, but existing site conditions do not contain suitable habitat for this species. Based on this information, FWC staff has determined that the project would have “no effect” on the Florida scrub-jay and no State 404 permit conditions are necessary for this species.

Eastern Indigo Snake: The eastern indigo snake inhabits dry scrub, sandhills, wet prairies, and hydric hardwood hammocks and is often found in or around gopher tortoise (*Gopherus polyphemus*, State Threatened) burrows. No gopher tortoise burrows were observed during a 2019 survey of the site and the soils are not considered suitable for the species. The USFWS Florida Ecological Services Field Office currently applies a buffer of 0.62 miles around documented locations of eastern indigo snakes to assess the likelihood of occurrence on project sites. Based on coordination with USFWS staff, the subject project site does not fall within any buffer area. Based on this information, FWC staff has determined that the project would have “no effect” on the eastern indigo snake and no State 404 permit conditions are necessary for this species.

Wood Stork: The project lies within the 15 buffer of the Ayers Point - Dot Dash wood stork nesting colony. The applicant is proposing to provide mitigation at an approved mitigation bank which is within the appropriate CFA and of matching hydroperiod of the proposed impacts, and the project is not contrary to the Habitat Management Guidelines for the Wood Stork in the Southeast Region. Use of the USFWS South Florida Ecological Services Office Effect Determination Key, May 2010 resulted in the following sequential determination: A > B > C > E, “not likely to adversely affect.” FWC staff will work with USFWS staff, Florida Department of Environmental Protection staff, and the applicant to create any necessary permit conditions based on these commitments.

OTHER INFORMATION: Other information associated with this project is available online at the following web address: https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/ST404_400385/facility!search

COMMENTS regarding the potential authorization of the work proposed should be submitted in writing to Gregory Alba at 13051 N Telecom Pkwy. Temple Terrace, FL 33637, or by electronic mail at Greg.Alba@floridadep.gov, within 30 days from the date of this notice. Written comments will be made part of the record and should reference the above permit application number. Objections must be factual, specific, and fully describe the reasons upon which any objection is founded. Any comments received will be considered by the Department to determine whether to issue, modify, condition, or deny a permit for this proposal. Unless a written request is filed with the Department within the 30-day public comment period, the Department may decide on the application without a public meeting.

EVALUATION: The determination as to whether a permit will be issued, or a public meeting held, will be based on an evaluation of all relevant factors, including the public comments received and the effect of the proposed work on the public interest, including, but not limited to, fish, wildlife, historical resources, and pollution. The specific permit decision criteria can be found in Chapter 62-331, Florida Administrative Code.

The Department is soliciting comments from the public; federal, state, and local agencies and officials; Indian Tribes; and other interested parties in order to consider and evaluate the impacts of this proposed activity. To make this consideration, comments are used to assess impacts to endangered species, historic properties, water quality, general environmental effects, and other public interest factors. Comments are also used to determine the need for a public meeting and to determine the overall public interest of the proposed activity.

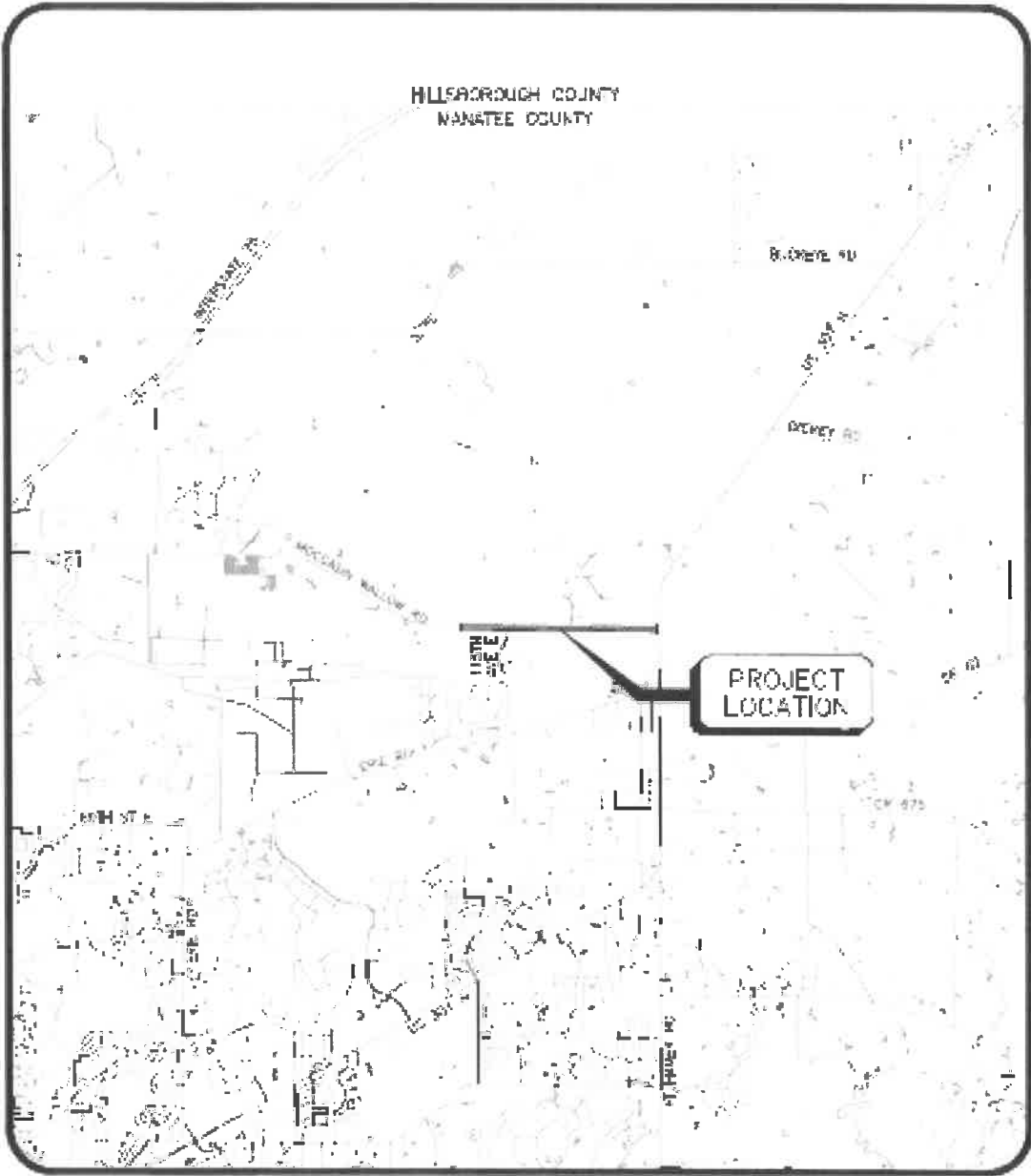
File Name: Moccasin Wallow
FDEP File No.: 0400385-001-SFI
Page 4 of 5

FOR FURTHER INFORMATION regarding this application, contact the project manager, Gregory Alba, in writing at 13051 N Telecom Parkway Temple Terrace, FL 33637; by electronic mail at Greg.Alba@floridadep.gov; or by telephone at (813) 470-5773. Please include the permit application number referenced at the top of this page in any correspondence.

REQUEST FOR PUBLIC MEETING: Any person may request a public meeting. The request must be submitted to Gregory Alba within the designated comment period of the notice and must state the specific reasons for requesting the public meeting.

Full file can be accessed here: https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/ST404_400385/facility!search

Attachment 1: Project Location Map



SITE MAP

BID ATTACHMENT 14, PERMIT_FDEP_NOI-PWS



NOTICE OF INTENT TO USE THE GENERAL PERMIT FOR CONSTRUCTION OF WATER MAIN EXTENSIONS FOR PWSs

INSTRUCTIONS: This notice shall be completed and submitted by persons proposing to construct projects permitted under the "General Permit for Construction of Water Main Extensions for Public Water Systems" in Rule 62-555.405, F.A.C. AT LEAST 30 DAYS BEFORE BEGINNING CONSTRUCTION OF A WATER MAIN EXTENSION PROJECT, complete and submit one copy of this notice to the appropriate Department of Environmental Protection (DEP) District Office or Approved County Health Department (ACHD) along with payment of the proper permit processing fee. (When completed, Part II of this notice serves as the preliminary design report for a water main extension project, and thus, it is unnecessary to submit a separate preliminary design report or drawings, specifications, and design data with this notice.) All information provided in this notice shall be typed or printed in ink. The DEP permit processing fee for projects requiring the services of a professional engineer during design is \$650, and the DEP permit processing fee for projects not requiring the services of a professional engineer during design is \$500.* Some ACHDs charge a county permit processing fee in addition to the DEP permit processing fee. Checks for permit processing fees shall be made payable to the Department of Environmental Protection or the appropriate ACHD. NOTE THAT A SEPARATE NOTIFICATION AND A SEPARATE PERMIT PROCESSING FEE ARE REQUIRED FOR EACH NON-CONTIGUOUS PROJECT.†

* Except as noted in paragraphs 62-555.520(3)(a) and (b), F.A.C., projects shall be designed under the responsible charge of one or more professional engineers licensed in Florida.

† Non-contiguous projects are projects that are neither interconnected nor located nearby one another (i.e., on the same site, on adjacent streets, or in the same neighborhood).

I. General Project Information

- A. Name of Project: Moccasin Wallow Road - Segment 1
- B. Description of Project and Its Purpose: Approx. 7,500 LF of 4-lane divided roadway.
The project consists of removing an existing 30" CIP watermain, and replacing it with a new 30" DIP watermain.
The proposed watermain lengths are as follows: 6,030 LF of 30" DIP, 726 LF of 24" DIP, 40 LF of 24" PVC,
199 LF of 12" PVC, 151 LF of 8" PVC, & 5 fire hydrants.
- C. Location of Project
 - 1. County Where Project Located: Manatee County
 - 2. Description of Project Location: Section 19 & 20 ; Township 33S ; Range 19E
East of Summerwoods Drive to U.S. 301 along Moccasin Wallow Road
- D. Estimate of Cost to Construct Project: \$3,640,000
- E. Estimate of Dates for Starting and Completing Construction of Project: June 2022 to June 2023

F. Permittee

PWS/Company Name: Manatee County Public Works		PWS Identification No.:	
PWS Type:	<input checked="" type="checkbox"/> Community	<input type="checkbox"/> Non-Transient Non-Community	<input type="checkbox"/> Transient Non-Community
Contact Person: Scott May, P.E. Deputy Director Engineering Services		Contact Person's Title: County Engineer	
Contact Person's Mailing Address: 1022 26th Avenue East			
City: Bradenton	State: FL	Zip Code: 34208	
Contact Person's Telephone Number: (941) 708-7450		Contact Person's Fax Number:	
Contact Person's E-Mail Address: scott.may@mymanatee.org			

* This information is required only if the permittee is a public water system (PWS).

G. Public Water System (PWS) Supplying Water to Project

PWS Name: Manatee County Public Works		PWS Identification No.: 6411132	
PWS Type:	<input checked="" type="checkbox"/> Community	<input type="checkbox"/> Non-Transient Non-Community	<input type="checkbox"/> Transient Non-Community
PWS Owner: Manatee County Government		Contact Person's Title: County Engineer	
Contact Person: Scott May, P.E., Deputy Director Engineering Services			
Contact Person's Mailing Address: 1022 26th Avenue East			
City: Bradenton	State: FL	Zip Code: 34208	
Contact Person's Telephone Number: (941) 708-7450		Contact Person's Fax Number: (941) 708-7549	
Contact Person's E-Mail Address: scott.may@mymanatee.org			

NOTICE OF INTENT TO USE THE GENERAL PERMIT FOR CONSTRUCTION OF WATER MAIN EXTENSIONS FOR PWSs

Project Name: Moccasin Wallow Road - Segment 1	Permittee: Manatee County Public Works
---	---

H. Public Water System (PWS) that Will Own Project After It Is Placed into Permanent Operation

PWS Name: Manatee County Public Works		PWS Identification No.:* 6411132	
PWS Type:* <input checked="" type="checkbox"/> Community <input type="checkbox"/> Non-Transient Non-Community <input type="checkbox"/> Transient Non-Community <input type="checkbox"/> Consecutive			
PWS Owner: Manatee County Government			
Contact Person: Scott May, P.E., Deputy Director Engineering Services		Contact Person's Title: County Engineer	
Contact Person's Mailing Address: 1022 26th Avenue East			
City: Bradenton		State: FL	Zip Code: 34208
Contact Person's Telephone Number: (941) 708-7450		Contact Person's Fax Number: (941) 708-7549	
Contact Person's E-Mail Address: scott.may@mymanatee.org			

* This information is required only if the owner/operator is an existing PWS.

I. Professional Engineer(s) or Other Person(s) in Responsible Charge of Designing Project*

Company Name: Stantec Consulting Services Inc.			
Designer(s): Robert A. Engel, P.E.		Title(s) of Designer(s): Project Manager	
Qualifications of Designer(s):			
<input checked="" type="checkbox"/> Professional Engineer(s) Licensed in Florida – License Number(s): 58602			
<input type="checkbox"/> Public Officer(s) Employed by State, County, Municipal, or Other Governmental Unit of State [†]			
<input type="checkbox"/> Plumbing Contractor(s) Licensed in Florida – License Number(s): ^ _____			
Mailing Address of Designer(s): 6920 Professional Parkway East			
City: Sarasota		State: FL	Zip Code: 34240
Telephone Number of Designer(s): (941) 907-6900		Fax Number of Designer(s): (941) 907-6910	
E-Mail Address(es) of Designer(s): rob.engel@stantec.com			

* Except as noted in paragraphs 62-555.520(3)(a) and (b), F.A.C., projects shall be designed under the responsible charge of one or more professional engineers licensed in Florida.

[†] Attach a detailed construction cost estimate showing that the cost to construct this project is \$10,000 or less.

[^] Attach documentation showing that this project will be installed by the plumbing contractor(s) designing this project, documentation showing that this project involves a public water system serving a single property and fewer than 250 fixture units, and a detailed construction cost estimate showing that the cost to construct this project is \$50,000 or less.

II. Preliminary Design Report for Project*

A. Service Area, Water Use, and Service Pressure Information

1. Design Type and Number of Service Connections, and Average Daily Water Demands and Maximum-Day Water Demands, in the Entire Area to Be Served by the Water Mains Being Constructed Under this Project:

A = Type of Service Connection	B = Number of Service Connections	C = Average Daily Water Demand Per Service Connection, gpd	D = Total Average Daily Water Demand ^a , gpd (Columns BxC for Residential Service Connections)	E = Total Maximum-Day Water Demand ^b , gpd
Single-Family Home				
Mobile Home				
Apartment				
Commercial, Institutional, or Industrial Facility ^a				
Total				

a. Description of Commercial, Institutional, or Industrial Facilities and Explanation of Method(s) Used to Estimate Average Daily Water Demand for These Facilities: **There are no new facilities associated with this project, or an increase in demand as a result of this project.**

b. Explanation of Peaking Factor(s) or Method(s) Used to Estimate Maximum-Day Water Demand: **N/A**
Project only replaces the existing water main.

NOTICE OF INTENT TO USE THE GENERAL PERMIT FOR CONSTRUCTION OF WATER MAIN EXTENSIONS FOR PWSs

Project Name: **Moccasin Wallow Road - Segment 1** | Permittee: **Manatee County Public Works**

2. Explanation of Peaking Factor(s) or Method(s) Used to Estimate Design Peak-Hour Water Demand and, for Small Water Systems that Use Hydropneumatic Tanks or that Are Not Designed to Provide Fire Protection, Peak Instantaneous Water Demand: **N/A - Project only replaces the existing water main.**

3. Design Fire-Flow Rate and Duration: **N/A - Project only replaces the existing water main.**

4. Design Service Pressure Range: **44 psi to 70 psi**

B. Project Site Information

1. ATTACH A SITE PLAN OR SKETCH SHOWING THE SIZE AND APPROXIMATE LOCATION OF NEW OR ALTERED WATER MAINS, SHOWING THE APPROXIMATE LOCATION OF HYDRANTS, VALVES, METERS, AND BLOW-OFFS IN SAID MAINS, AND SHOWING HOW SAID MAINS CONNECT TO THE PUBLIC WATER SYSTEM SUPPLYING WATER FOR THE PROJECT.
2. Description of Any Areas Where New or Altered Water Mains Will Cross Above or Under Surface Water or Be Located in Soil that Is Known to Be Aggressive: **None.**

C. Information About Compliance with Design and Construction Requirements

1. If this project is being designed to comply with the following requirements, initial in ink before the requirements. If any of the following requirements do not apply to this project or if this project includes exceptions to any of the following requirements as allowed by rule, mark "X" before the requirements and complete Part II.C.2 below. *RSWW = Recommended Standards for Water Works* as incorporated into Rule 62-555.330, F.A.C.

- RE** a. This project is being designed to keep existing water mains and service lines in operation during construction or to minimize interruption of water service during construction. [RSWW 1.3.a; exceptions allowed under FAC 62-555.330]
- RE** b. All pipe, pipe fittings, pipe joint packing and jointing materials, valves, fire hydrants, and meters installed under this project will conform to applicable American Water Works Association (AWWA) standards. [FAC 62-555.320(21)(b), RSWW 8.0, and AWWA standards as incorporated into FAC 62-555.330; exceptions allowed under FAC 62-555.320(21)(c)]
- RE** c. All public water system components, excluding fire hydrants, that will be installed under this project and that will come into contact with drinking water will conform to NSF International Standard 61 as adopted in Rule 62-555.335, F.A.C., or other applicable standards, regulations, or requirements referenced in paragraph 62-555.320(3)(b), F.A.C. [FAC 62-555.320(3)(b); exceptions allowed under FAC 62-555.320(3)(d)]
- RE** d. All pipe and pipe fittings installed under this project will contain no more than 8.0% lead, and any solder or flux used in this project will contain no more than 0.2% lead. [FAC 62-555.322]
- RE** e. All pipe and pipe fittings installed under this project will be color coded or marked in accordance with subparagraph 62-555.320(21)(b)3, F.A.C., using blue as a predominant color. (Underground plastic pipe will be solid-wall blue pipe, will have a co-extruded blue external skin, or will be white or black pipe with blue stripes incorporated into, or applied to, the pipe wall; and underground metal or concrete pipe will have blue stripes applied to the pipe wall. Pipe striped during manufacturing of the pipe will have continuous stripes that run parallel to the axis of the pipe, that are located at no greater than 90-degree intervals around the pipe, and that will remain intact during and after installation of the pipe. If tape or paint is used to stripe pipe during installation of the pipe, the tape or paint will be applied in a continuous line that runs parallel to the axis of the pipe and that is located along the top of the pipe; for pipe with an internal diameter of 24 inches or greater, tape or paint will be applied in continuous lines along each side of the pipe as well as along the top of the pipe. Aboveground pipe will be painted blue or will be color coded or marked like underground pipe.) [FAC 62-555.320(21)(b)3]
- X** f. All new or altered water mains included in this project are sized after a hydraulic analysis based on flow demands and pressure requirements. ATTACH A HYDRAULIC ANALYSIS JUSTIFYING THE SIZE OF ANY NEW OR ALTERED WATER MAINS WITH AN INSIDE DIAMETER OF LESS THAN THREE INCHES. [FAC 62-555.320(21)(b) and RSWW 8.1]

NOTICE OF INTENT TO USE THE GENERAL PERMIT FOR CONSTRUCTION OF WATER MAIN EXTENSIONS FOR PWSs

Project Name: Moccasin Wallow Road - Segment 1	Permittee: Manatee County Public Works
--	--

- ~~72~~ g. The inside diameter of new or altered water mains that are included in this project and that are being designed to provide fire protection and serve fire hydrants will be at least six inches. [FAC 62-555.320(21)(b) and *RSWW* 8.1.2]
- ~~72~~ h. New or altered water mains that are included in this project and that are not being designed to carry fire flows do not have fire hydrants connected to them. [FAC 62-555.320(21)(b) and *RSWW* 8.1.5]
- ~~72~~ i. This project is being designed to minimize dead-end water mains by making appropriate tie-ins where practical. [FAC 62-555.320(21)(b) and *RSWW* 8.1.6.a]
- ~~X~~ j. New or altered dead-end water mains included in this project will be provided with a fire or flushing hydrant or blow-off for flushing purposes. [FAC 62-555.320(21)(b) and *RSWW* 8.1.6.b]
- ~~72~~ k. Sufficient valves will be provided on new or altered water mains included in this project so that inconvenience and sanitary hazards will be minimized during repairs. [FAC 62-555.320(21)(b) and *RSWW* 8.2]
- ~~72~~ l. New or altered fire hydrant leads included in this project will have an inside diameter of at least six inches and will include an auxiliary valve. [FAC 62-555.320(21)(b) and *RSWW* 8.3.3]
- ~~72~~ m. All fire hydrants that will be installed under this project and that will have unplugged, underground drains will be located at least three feet from any existing or proposed storm sewer, stormwater force main, pipeline conveying reclaimed water regulated under Part III of Chapter 62-610, F.A.C., or vacuum-type sanitary sewer; at least six feet from any existing or proposed gravity- or pressure-type sanitary sewer, wastewater force main, or pipeline conveying reclaimed water not regulated under Part III of Chapter 62-10, F.A.C.; and at least ten feet from any existing or proposed "on-site sewage treatment and disposal system." [FAC 62-555.314(4)]
- ~~72~~ n. At high points where air can accumulate in new or altered water mains included in this project, provisions will be made to remove the air by means of air relief valves, and automatic air relief valves will not be used in situations where flooding of the valve manhole or chamber may occur. [FAC 62-555.320(21)(b) and *RSWW* 8.4.1]
- ~~72~~ o. The open end of the air relief pipe from all automatic air relief valves installed under this project will be extended to at least one foot above grade and will be provided with a screened, downward-facing elbow. [FAC 62-555.320(21)(b) and *RSWW* 8.4.2]
- ~~72~~ p. New or altered chambers, pits, or manholes that contain valves, blow-offs, meters, or other such water distribution system appurtenances and that are included in this project will not be connected directly to any sanitary or storm sewer, and blow-offs or air relief valves installed under this project will not be connected directly to any sanitary or storm sewer. [FAC 62-555.320(21)(b) and *RSWW* 8.4.3]
- ~~72~~ q. New or altered water mains included in this project will be installed in accordance with applicable AWWA standards or in accordance with manufacturers' recommended procedures. [FAC 62-555.320(21)(b), *RSWW* 8.5.1, and AWWA standards as incorporated into FAC 62-555.330]
- ~~72~~ r. A continuous and uniform bedding will be provided in trenches for underground pipe installed under this project; backfill material will be tamped in layers around underground pipe installed under this project and to a sufficient height above the pipe to adequately support and protect the pipe; and unsuitably sized stones (as described in applicable AWWA standards or manufacturers' recommended installation procedures) found in trenches will be removed for a depth of at least six inches below the bottom of underground pipe installed under this project. [FAC 62-555.320(21)(b), *RSWW* 8.5.2]
- ~~72~~ s. All water main tees, bends, plugs, and hydrants installed under this project will be provided with thrust blocks or restrained joints to prevent movement. [FAC 62-555.320(21)(b) and *RSWW* 8.5.4]
- ~~72~~ t. New or altered water mains that are included in this project and that will be constructed of asbestos-cement or polyvinyl chloride pipe will be pressure and leakage tested in accordance with AWWA Standard C603 or C605, respectively, as incorporated into Rule 62-555.330, F.A.C., and all other new or altered water mains included in this project will be pressure and leakage tested in accordance with AWWA Standard C600 as incorporated into Rule 62-555.330. [FAC 62-555.320(21)(b)] and AWWA standards as incorporated into FAC 62-555.330]
- ~~72~~ u. New or altered water mains, including fire hydrant leads and including service lines that will be under the control of a public water system and that have an inside diameter of three inches or greater, will be disinfected and bacteriologically evaluated in accordance with Rule 62-555.340, F.A.C. [FAC 62-555.320(21)(b)2 and FAC 62-555.340]
- ~~X~~ v. New or altered water mains that are included in this project and that will be installed in areas where there are known aggressive soil conditions will be protected through use of corrosion-resistant water main materials, through encasement of the water mains in polyethylene, or through provision of cathodic protection. [FAC 62-555.320(21)(b) and *RSWW* 8.5.7.d]

NOTICE OF INTENT TO USE THE GENERAL PERMIT FOR CONSTRUCTION OF WATER MAIN EXTENSIONS FOR PWSs

Project Name: Moccasin Wallow Road - Segment 1	Permittee: Manatee County Public Works
---	---

FE

w. New or relocated, underground water mains included in this project will be laid to provide a horizontal distance of at least three feet between the outside of the water main and the outside of any existing or proposed vacuum-type sanitary sewer, storm sewer, stormwater force main, or pipeline conveying reclaimed water regulated under Part III of Chapter 62-610, F.A.C.; a horizontal distance of at least six feet between the outside of the water main and the outside of any existing or proposed gravity-type sanitary sewer (or a horizontal distance of at least three feet between the outside of the water main and the outside of any existing or proposed gravity-type sanitary sewer if the bottom of the water main will be laid at least six inches above the top of the sewer); a horizontal distance of at least six feet between the outside of the water main and the outside of any existing or proposed pressure-type sanitary sewer, wastewater force main, or pipeline conveying reclaimed water not regulated under Part III of Chapter 62-610, F.A.C.; and a horizontal distance of at least ten feet between the outside of the water main and all parts of any existing or proposed "on-site sewage treatment and disposal system." [FAC 62-555.314(1); exceptions allowed under FAC 62-555.314(5)]

FE

x. New or relocated, underground water mains that are included in this project and that will cross any existing or proposed gravity- or vacuum-type sanitary sewer or storm sewer will be laid so the outside of the water main is at least six inches above the other pipeline or at least 12 inches below the other pipeline; and new or relocated, underground water mains that are included in this project and that will cross any existing or proposed pressure-type sanitary sewer, wastewater or stormwater force main, or pipeline conveying reclaimed water will be laid so the outside of the water main is at least 12 inches above or below the other pipeline. [FAC 62-555.314(2); exceptions allowed under FAC 62-555.314(5)]

FE

y. At the utility crossings described in Part II.C.1.w above, one full length of water main pipe will be centered above or below the other pipeline so the water main joints will be as far as possible from the other pipeline or the pipes will be arranged so that all water main joints are at least three feet from all joints in vacuum-type sanitary sewers, storm sewers, stormwater force mains, or pipelines conveying reclaimed water regulated under Part III of Chapter 62-610, F.A.C., and at least six feet from all joints in gravity- or pressure-type sanitary sewers, wastewater force mains, or pipelines conveying reclaimed water not regulated under Part III of Chapter 62-610, F.A.C. [FAC 62-555.314(2); exceptions allowed under FAC 62-555.314(5)]

X

z. New or altered water mains that are included in this project and that will cross above surface water will be adequately supported and anchored, protected from damage and freezing, and accessible for repair or replacement. [FAC 62-555.320(21)(b) and *RSWW* 8.7.1]

X

aa. New or altered water mains that are included in this project and that will cross under surface water will have a minimum cover of two feet. [FAC 62-555.320(21)(b) and *RSWW* 8.7.2]

X

bb. New or altered water mains that are included in this project and that will cross under surface water courses greater than 15 feet in width will have flexible or restrained, watertight pipe joints and will include valves at both ends of the water crossing so the underwater main can be isolated for testing and repair; the aforementioned isolation valves will be easily accessible and will not be subject to flooding; the isolation valve closest to the water supply source will be in a manhole; and permanent taps will be provided on each side of the isolation valve within the manhole to allow for insertion of a small meter to determine leakage from the underwater main and to allow for sampling of water from the underwater main. [FAC 62-555.320(21)(b) and *RSWW* 8.7.2]

FE

cc. This project is being designed to include proper backflow protection at those new or altered service connections where backflow protection is required or recommended under Rule 62-555.360, F.A.C., or in *Recommended Practice for Backflow Prevention and Cross-Connection Control*, AWWA Manual M14, as incorporated into Rule 62-555.330, F.A.C.; or the public water system that will own this project after it is placed into operation has a cross-connection control program requiring water customers to install proper backflow protection at those service connections where backflow protection is required or recommended under Rule 62-555.360, F.A.C., or in AWWA Manual M14. [FAC 62-555.360 and AWWA Manual M14 as incorporated into FAC 62-555.330]

X

dd. Neither steam condensate, cooling water from engine jackets, nor water used in conjunction with heat exchangers will be returned to the new or altered water mains included in this project. [FAC 62-555.320(21)(b) and *RSWW* 8.8.2]

NOTICE OF INTENT TO USE THE GENERAL PERMIT FOR CONSTRUCTION OF WATER MAIN EXTENSIONS FOR PWSs

Project Name: Moccasin Wallow Road - Segment 1	Permittee: Manatee County Public Works
---	---

2. Explanation for Requirements Marked "X" in Part II.C.1 Above, Including Justification, Documentation, Assurances, and/or Alternatives as Required by Rule for Exceptions to Requirements in Part II.C.1:

f. There are no new connection associated with, or increase in demand as a result of this project.

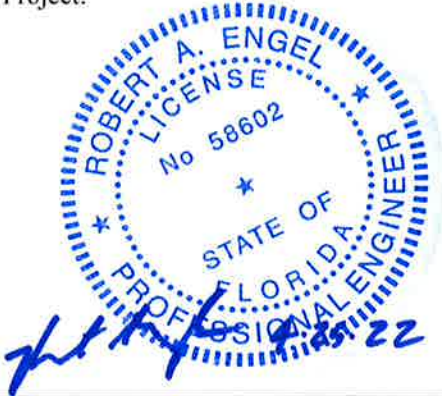
j. No dead end water mains are proposed.

z. No watermains are proposed to be above surface waters.

v. no aggressive soils; aa.-bb. no watermain will cross under a surface water.

dd.: The proposed system has no steam condensation, cooling water from engine jackets or water used in conjunction with heat exchanges.

I completed Part II of this notice, and the information provided in Part II and on the attachment(s) to Part II is true and accurate to the best of my knowledge and belief.

Signature, Seal, and Date of Professional Engineer (PE) or Signature and Date of Other Person in Responsible Charge of Designing Project:*

Printed/Typed Name: Robert A. Engel, P.E.
License Number of PE or License Number or Title of Other Person in Responsible Charge of Designing Project:*
58602
Portion of Preliminary Design Report for Which Responsible:
Entire project

Signature, Seal, and Date of Professional Engineer (PE) or Signature and Date of Other Person in Responsible Charge of Designing Project:*
Printed/Typed Name:
License Number of PE or License Number or Title of Other Person in Responsible Charge of Designing Project:*
Portion of Preliminary Design Report for Which Responsible:

* Except as noted in paragraphs 62-555.520(3)(a) and (b), F.A.C., projects shall be designed under the responsible charge of one or more PEs licensed in Florida. If this project is being designed under the responsible charge of one or more PEs licensed in Florida, Part II of this notice shall be completed, signed, sealed, and dated by the PE(s) in responsible charge. If this project is not being designed under the responsible charge of one or more PEs licensed in Florida, Part II shall be completed, signed, and dated by the person(s) in responsible charge of designing this project.

NOTICE OF INTENT TO USE THE GENERAL PERMIT FOR CONSTRUCTION OF WATER MAIN EXTENSIONS FOR PWSs

Project Name: Moccasin Wallow Road - Segment 1	Permittee: Manatee County Public Works
---	---

III. Certifications

A. Certification by Permittee

I am duly authorized to sign this notice on behalf of the permittee identified in Part I.F of this notice. I certify that, to the best of my knowledge and belief, this project complies with Chapter 62-555, F.A.C. I also certify that construction of this project has not begun yet and that, to the best of my knowledge and belief, this project does not include any of the following construction work:

- construction of water mains conveying raw or partially treated drinking water;
- construction of drinking water treatment, pumping, or storage facilities or conflict manholes;
- construction of water mains in areas contaminated by low-molecular-weight petroleum products or organic solvents;
- construction of an interconnection between previously separate public water systems or construction of water mains that create a "new system" as described under subsection 62-555.525(1), F.A.C.; or
- construction of water mains that will remain dry following completion of construction.

(A specific construction permit is required for each project involving any of the above listed construction work.)

I understand that, if this project is designed under the responsible charge of one or more professional engineers (PEs) licensed in Florida, the permittee must retain a Florida-licensed PE to take responsible charge of inspecting construction of this project for the purpose of determining in general if the construction proceeds in compliance with the Department of Environmental Protection construction permit, including the approved preliminary design report, for this project. I understand that the permittee must have complete record drawings prepared for this project. I also understand that the permittee must submit a certification of construction completion to the Department and obtain written approval, or clearance, from the Department before the permittee places this project into operation for any purpose other than disinfection or testing for leaks.

	Scott May, P.E., County Engineer	Deputy Director of Eng. Services
Signature and Date	Printed or Typed Name	Title

B. Certification by PWS Supplying Water to Project

I am duly authorized to sign this notice on behalf of the PWS identified in Part I.G of this notice. I certify that said PWS will supply the water necessary to meet the design water demands for this project. As indicated below, the water treatment plant(s) to which this project will be connected has(have) the capacity necessary to meet the design water demands for this project, and I certify that all other PWS components affected by this project also have the capacity necessary to meet the design water demands for this project. I certify that said PWS is in compliance with applicable planning requirements in Rule 62-555.348, F.A.C.; applicable cross-connection control requirements in Rule 62-555.360, F.A.C.; and to the best of my knowledge and belief, all other applicable rules in Chapters 62-550, 62-555, and 62-699, F.A.C.; furthermore, I certify that, to the best of my knowledge and belief, said PWS's connection to this project will not cause said PWS to be in noncompliance with Chapter 62-550 or 62-555, F.A.C. I also certify that said PWS has reviewed the preliminary design report for this project and that said PWS considers the connection(s) between this project and said PWS acceptable as designed.

- Name(s) of Water Treatment Plant(s) to Which this Project Will Be Connected: _____
- Total Permitted Maximum Day Operating Capacity of Plant(s), gpd: _____
- Total Maximum Day Flow at Plant(s) as Recorded on Monthly Operating Reports During Past 12 Months, gpd: _____

	Scott May, P.E., County Engineer	Deputy Director of Eng. Services
Signature and Date	Printed or Typed Name	Title

C. Certification by PWS that Will Own Project After It Is Placed into Permanent Operation

I am duly authorized to sign this notice on behalf of the PWS identified in Part I.H of this notice. I certify that said PWS will own this project after it is placed into permanent operation. I also certify that said PWS has reviewed the preliminary design report for this project and that said PWS considers this project acceptable as designed.

	Scott May, P.E., County Engineer	Deputy Director of Eng. Services
Signature and Date	Printed or Typed Name	Title

NOTICE OF INTENT TO USE THE GENERAL PERMIT FOR CONSTRUCTION OF WATER MAIN EXTENSIONS FOR PWSs

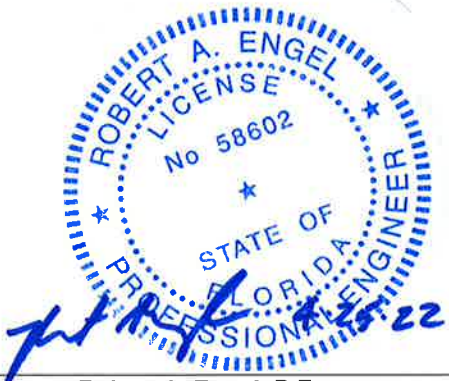
Project Name: Moccasin Wallow Road - Segment 1	Permittee: Manatee County Public Works
---	---

D. Certification by Professional Engineer(s) in Responsible Charge of Designing Project*

I, the undersigned professional engineer licensed in Florida, am in responsible charge of designing this project. I certify that, to the best of my knowledge and belief, the design of this project complies with Chapter 62-555, F.A.C. I also certify that, to the best of my knowledge and belief, this project is not being designed to include any of the following construction work:

- construction of water mains conveying raw or partially treated drinking water;
- construction of drinking water treatment, pumping, or storage facilities or conflict manholes;
- construction of water mains in areas contaminated by low-molecular-weight petroleum products or organic solvents;
- construction of an interconnection between previously separate public water systems or construction of water mains that create a "new system" as described under subsection 62-555.525(1), F.A.C.; or
- construction of water mains that will remain dry following completion of construction.

(A specific construction permit is required for each project involving any of the above listed construction work.)

Signature, Seal, and Date:

Printed/Typed Name: Robert A. Engel, P.E.
License Number: 58602
Portion of Preliminary Design Report for Which Responsible: Entire project

Signature, Seal, and Date:
Printed/Typed Name:
License Number:
Portion of Preliminary Design Report for Which Responsible:

* Except as noted in paragraphs 62-555.520(3)(a) and (b), F.A.C., projects shall be designed under the responsible charge of one or more professional engineers (PEs) licensed in Florida. If this project is being designed under the responsible charge of one or more PEs licensed in Florida, Part III.D of this notice shall be completed by the PE(s) in responsible charge. If this project is not being designed under the responsible charge of one or more PEs licensed in Florida, Part III.D does not have to be completed.

BID ATTACHMENT 15, PERMIT_SWFWMD ERP



Southwest Florida Water Management District

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

An Equal
Opportunity
Employer

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

Sarasota Service Office
78 Sarasota Center Boulevard
Sarasota, Florida 34240-9770
(941) 377-3722 or
1-800-320-3503 (FL only)

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

February 18, 2022

Manatee County Government Public Works
Attn: Scott May, P.E.
1022 26th Avenue East
Bradenton, FL 34208

Subject: **Notice of Intended Agency Action - Approval
ERP Individual Construction**

Project Name: Moccasin Wallow Road
App ID/Permit No: 821065 / 43043575.005
County: Manatee
Sec/Twp/Rge: S19/T33S/R19E, S20/T33S/R19E

Dear Permittee(s):

The Southwest Florida Water Management District (District) has completed its review of the application for Environmental Resource Permit. Based upon a review of the information you have submitted, the District hereby gives notice of its intended approval of the application.

The File of Record associated with this application can be viewed at <http://www18.swfwmd.state.fl.us/erp/erp/search/ERPSearch.aspx> and is also available for inspection Monday through Friday, except for District holidays, from 8:00 a.m. through 5:00 p.m. at the District's Tampa Service Office, 7601 U.S. Highway 301 North, Tampa, Florida 33637.

If you have any questions or concerns regarding the application or any other information, please contact the Environmental Resource Permit Bureau in the Tampa Service Office.

Sincerely,

David Kramer, P.E.
Bureau Chief
Environmental Resource Permit Bureau
Regulation Division

cc: FDEP - Southwest District
FDEP - Southwest District, Attn: Greg Alba
Robert A. Engel, P.E., Stantec Consulting Services, Inc.



Southwest Florida Water Management District

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

An Equal
Opportunity
Employer

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

Sarasota Service Office
78 Sarasota Center Boulevard
Sarasota, Florida 34240-9770
(941) 377-3722 or
1-800-320-3503 (FL only)

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

February 18, 2022

Manatee County Government Public Works
Attn: Scott May, P.E.
1022 26th Avenue East
Bradenton, FL 34208

Subject: **Notice of Agency Action - Approval
ERP Individual Construction**

Project Name: Moccasin Wallow Road
App ID/Permit No: 821065 / 43043575.005
County: Manatee
Sec/Twp/Rge: S19/T33S/R19E, S20/T33S/R19E

Dear Permittee(s):

The Southwest Florida Water Management District (District) is in receipt of your application for the Environmental Resource Permit. Based upon a review of the information you submitted, the application is approved.

Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action on the permit application described in this letter.

If approved construction plans are part of the permit, construction must be in accordance with these plans. These drawings are available for viewing or downloading through the District's Application and Permit Search Tools located at www.WaterMatters.org/permits.

The District's action in this matter only becomes closed to future legal challenges from members of the public if such persons have been properly notified of the District's action and no person objects to the District's action within the prescribed period of time following the notification. The District does not publish notices of agency action. If you wish to limit the time within which a person who does not receive actual written notice from the District may request an administrative hearing regarding this action, you are strongly encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Publishing notice of agency action will close the window for filing a petition for hearing. Legal requirements and instructions for publishing notices of agency action, as well as a noticing form that can be used, are available from the District's website at www.WaterMatters.org/permits/noticing. If you publish notice of agency action, a copy of the affidavit of publication provided by the newspaper should be sent to the District's Tampa Service Office for retention in this permit's File of Record.

If you have any questions or concerns regarding your permit or any other information, please contact the Environmental Resource Permit Bureau in the Tampa Service Office.

Sincerely,

David Kramer, P.E.
Bureau Chief
Environmental Resource Permit Bureau
Regulation Division

Enclosures: Approved Permit w/Conditions Attached
 [As-Built Certification and Request for Conversion to Operation Phase](#)
 Notice of Authorization to Commence Construction
 Notice of Rights

cc: FDEP - Southwest District
 FDEP - Southwest District, Attn: Greg Alba
 Robert A. Engel, P.E., Stantec Consulting Services, Inc.

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
INDIVIDUAL CONSTRUCTION
PERMIT NO. 43043575.005**

EXPIRATION DATE: February 18, 2027

PERMIT ISSUE DATE: February 18, 2022

This permit is issued under the provisions of Chapter 373, Florida Statutes, (F.S.), and the Rules contained in Chapter 62-330, Florida Administrative Code, (F.A.C.). The permit authorizes the Permittee to proceed with the construction of a surface water management system in accordance with the information outlined herein and shown by the application, approved drawings, plans, specifications, and other documents, attached hereto and kept on file at the Southwest Florida Water Management District (District). Unless otherwise stated by permit specific condition, permit issuance constitutes certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C. 1341. All construction, operation and maintenance of the surface water management system authorized by this permit shall occur in compliance with Florida Statutes and Administrative Code and the conditions of this permit.

PROJECT NAME: Moccasin Wallow Road

GRANTED TO: Manatee County Government Public Works
Attn: Scott May, P.E.
1022 26th Avenue East
Bradenton, FL 34208

OTHER PERMITTEES: N/A

ABSTRACT: This permit authorization is for the construction of a stormwater management system serving a 31.64-acre roadway project. The proposed activities include the construction and widening of 7,600 linear feet of an existing two-lane road to a four-lane roadway with associated stormwater. One new wet detention pond will provide treatment and attenuation for runoff from the site, along with six ponds previously authorized under Permit Nos. 43030935.017 and 43043575.003. This permit amends the previously issued Permit Nos. 43030935.017 and 43043575.003, and adds conditions. All other original permit conditions remain in effect. Information regarding the 100-year floodplain, wetlands and/or surface waters is stated below and on the permitted construction drawings for the proposed project. The project is located on Moccasin Wallow Road, west of US Highway 301, in Manatee County.

OP. & MAIN. ENTITY: Manatee County Government Public Works

OTHER OP. & MAIN. ENTITY: Fieldstone Community Development District

COUNTY: Manatee

SEC/TWP/RGE: S19/T33S/R19E, S20/T33S/R19E

TOTAL ACRES OWNED

OR UNDER CONTROL: 31.64

PROJECT SIZE: 31.64 Acres

LAND USE: Road Projects

DATE APPLICATION FILED: March 15, 2021

AMENDED DATE: N/A

I. Water Quantity/Quality

POND No.	Area Acres @ Top of Bank	Treatment Type
1	1.24	MAN-MADE WET DETENTION
	Total: 1.24	

Water Quantity/Quality Comments:

The proposed pond provides treatment for runoff from the site via wet detention. Previously permitted Ponds 7 and 8, authorized under Permit No. 43030935.017, and Ponds 12, 13, 16, and 19, under Permit No. 43043575.003, will also provide treatment and attenuation for portions of the roadway.

The project is located within the watershed of an impaired water body, Buffalo Creek (WBID 1823), which is listed as impaired for dissolved oxygen. Water quality certification is waived as a condition of this permit. The Engineer-of-Record provided calculations demonstrating net improvement is achieved by the proposed project.

The stormwater system provides attenuation of the post-development 25-year, 24-hour peak discharge rate to the pre-development 25-year, 24-hour peak discharge rate.

The plans and calculations reflect the North American Vertical Datum of 1988 (NAVD 88).

A mixing zone is not required.

A variance is not required.

II. 100-Year Floodplain

Encroachment (Acre-Feet of fill)	Compensation (Acre-Feet of excavation)	Compensation Type	Encroachment Result* (feet)
7.19	0.00	Storage Modeling	N/A

Floodplain Comments:

On-site floodplain elevations have been established by the Buffalo Canal Watershed Model. Encroachment into the 100-year floodplain has been demonstrated to have no adverse impacts on off-site locations by dynamic stormwater modeling.

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

III. Environmental Considerations

Wetland/Other Surface Water Information

Wetland/Other Surface Water Name	Total Acres	Not Impacted Acres	Permanent Impacts		Temporary Impacts	
			Acres	Functional Loss*	Acres	Functional Loss*
W5	0.46	0.00	0.46	0.17	0.00	0.00
W37	0.38	0.00	0.38	0.17	0.00	0.00
W42	1.11	0.04	1.07	0.43	0.00	0.00
OSWs	6.37	0.13	4.06	0.00	2.18	0.00
Total:	8.32	0.17	5.97	0.77	2.18	0.00

* For impacts that do not require mitigation, their functional loss is not included.

Wetland/Other Surface Water Comments:

There are 1.95 acres of wetlands (FLUCCS 610 and 641) located within the project area for this ERP. Permanent dredging and filling impacts to 1.28 acres of wetlands will occur for construction of the project. Permanent dredging and filling impacts to 1.28 acres of qualifying wetlands were evaluated using the Uniform Mitigation Assessment Method (UMAM) as required pursuant to Chapter 62-345, F.A.C. The results of the UMAM analysis indicate a functional loss of 0.70 units due to the permanent impacts proposed. Secondary wetland impacts to 0.63 acre of qualifying wetlands were evaluated using the UMAM as required pursuant to Chapter 62-345, F.A.C. The results of the Secondary UMAM analysis indicate a functional loss of 0.07 units due to the secondary impacts associated with the project. The results of the UMAM analysis identify a total functional loss of 0.77 units due to the project's proposed permanent and secondary wetland impacts.

There are 6.37 acres of surface waters (FLUCCS 510) located within the project area. Permanent dredging and filling impacts to 4.06 acres of the project surface waters and temporary dredging and filling impacts to 2.18 acres of the project surface waters will occur for construction of the project.

Mitigation Information

Name	Creation		Enhancement		Preservation		Restoration		Enhancement +Preservation		Other	
	Acres	Functional Gain	Acres	Functional Gain	Acres	Functional Gain	Acres	Functional Gain	Acres	Functional Gain	Acres	Functional Gain
Tampa Bay Mitigation Bank	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.18
Big Bullfrog Creek Mitigation Bank	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.60
Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.78

Mitigation Comments:

Wetland mitigation for permanent direct and secondary impacts will be provided by the purchase of 0.18 freshwater herbaceous credits from the Tampa Bay Mitigation Bank, ERP No. 43020546.042, and 0.60 freshwater forested credits from the Big Bullfrog Creek Mitigation Bank, ERP No. 43043491.002. The results of the UMAM analysis indicate a relative functional gain of 0.78 units. The UMAM analysis determined that the mitigation provided by the permit adequately offsets the project's proposed impacts to functional wetland habitat.

Wetland mitigation will not be required for the permanent and temporary impacts to 6.24 acres of surface waters pursuant to Subsection 10.2.2 of the ERP Applicant's Handbook Vol. I. Under this Section, wetland mitigation is not required for impacts that have been determined to be de minimis to fish, wildlife and listed species.

Specific Conditions

1. If the ownership of the project area covered by the subject permit is divided, with someone other than the Permittee becoming the owner of part of the project area, this permit may be terminated, unless the terms of the permit are modified by the District or the permit is transferred pursuant to Rule 40D-1.6105, F.A.C. In such situations, each land owner shall obtain a permit (which may be a modification of this permit) for the land owned by that person. This condition shall not apply to the division and sale of lots or units in residential subdivisions or condominiums.
2. The Permittee shall retain the design professional registered or licensed in Florida, to conduct on-site observations of construction and assist with the as-built certification requirements of this project. The Permittee shall inform the District in writing of the name, address and phone number of the design professional so employed. This information shall be submitted prior to construction.
3. The following boundaries, as shown on the approved construction drawings, shall be clearly delineated on the site prior to initial clearing or grading activities:
 - a. wetland and surface water areas
 - b. wetland buffers
 - c. limits of approved wetland impacts

The delineation shall endure throughout the construction period and be readily discernible to construction and District personnel.

4. This Permit No. 43043575.005, amends the previously issued Permit Nos. 43030935.017 and 43043575.003, and adds conditions. All other original permit conditions remain in effect.
5. Certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C. 1341 is waived.
6. If limestone bedrock is encountered during construction of the stormwater management system, the District must be notified and construction in the affected area shall cease.
7. The Permittee shall notify the District of any sinkhole development in the stormwater management system within 48 hours of discovery and must submit a detailed sinkhole evaluation and repair plan for approval by the District within 30 days of discovery.
8. The Permitted Plan Set for this project includes: Plan Sheets from the submittal received by the District on November 29, 2021.
9. The operation and maintenance entity shall provide for the inspection of the permitted project after conversion of the permit to the operation and maintenance phase. For systems utilizing wet detention, the inspections shall be performed five (5) years after operation is authorized and every five (5) years thereafter.

The operation and maintenance entity must maintain a record of each inspection, including the date of inspection, the name and contact information of the inspector, whether the system was functioning as designed and permitted, and make such record available upon request of the District.

Within 30 days of any failure of a stormwater management system or deviation from the permit, an inspection report shall be submitted using Form 62-330.311(1), "Operation and Maintenance Inspection Certification" describing the remedial actions taken to resolve the failure or deviation.

10. District staff must be notified in advance of any proposed construction dewatering. If the dewatering activity is likely to result in offsite discharge or sediment transport into wetlands or surface waters, a written dewatering plan must either have been submitted and approved with the permit application or submitted to the District as a permit prior to the dewatering event as a permit modification. A water use permit may be required prior to any use exceeding the thresholds in Chapter 40D-2, F.A.C.

11. Off-site discharges during construction and development shall be made only through the facilities authorized by this permit. Water discharged from the project shall be through structures having a mechanism suitable for regulating upstream stages. Stages may be subject to operating schedules satisfactory to the District.
12. The permittee shall complete construction of all aspects of the stormwater management system, including wetland compensation (grading, mulching, planting), water quality treatment features, and discharge control facilities prior to beneficial occupancy or use of the development being served by this system.
13. The following shall be properly abandoned and/or removed in accordance with the applicable regulations:
 - a. Any existing wells in the path of construction shall be properly plugged and abandoned by a licensed well contractor.
 - b. Any existing septic tanks on site shall be abandoned at the beginning of construction.
 - c. Any existing fuel storage tanks and fuel pumps shall be removed at the beginning of construction.
14. All stormwater management systems shall be operated to conserve water in order to maintain environmental quality and resource protection; to increase the efficiency of transport, application and use; to decrease waste; to minimize unnatural runoff from the property and to minimize dewatering of offsite property.
15. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the occupation of the site or operation of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to a local government or other responsible entity.
16. This permit is valid only for the specific processes, operations and designs indicated on the approved drawings or exhibits submitted in support of the permit application. Any substantial deviation from the approved drawings, exhibits, specifications or permit conditions, including construction within the total land area but outside the approved project area(s), may constitute grounds for revocation or enforcement action by the District, unless a modification has been applied for and approved. Examples of substantial deviations include excavation of ponds, ditches or sump areas deeper than shown on the approved plans.
17. The Permittee shall not begin construction within the project area until the Tampa Bay Mitigation Bank has received a permit modification authorizing the withdrawal of 0.18 freshwater herbaceous credits from mitigation bank permit number 43020545.042, and a copy of this modification is provided to the District, or this permit has been modified to provide an equivalent level of mitigation to be completed by the Permittee. Initiation of construction prior to issuance of the required permit modification shall be a violation of this permit.
18. Issuance of this authorization also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.
19. This permit does not authorize the Permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com.
20. Construction of all aspects of the stormwater management system for Permit No. 43030935.017, entitled North River Ranch Phase 1B, 1C, 1D, and Permit No. 43043575.003, entitled Morgan's Glen Subdivision, shall be completed prior to, or concurrent with, the construction of the stormwater management system for this project.

GENERAL CONDITIONS

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

David Kramer, P.E.

Authorized Signature

EXHIBIT A

GENERAL CONDITIONS:

- 1 The following general conditions are binding on all individual permits issued under this chapter, except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate, project-specific conditions.
 - a. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C., or the permit may be revoked and the permittee may be subject to enforcement action.
 - b. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
 - c. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007)*, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, which are both incorporated by reference in subparagraph 62-330.050(8)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
 - d. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice,"[effective date], incorporated by reference herein (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5),F.A.C. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.
 - e. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
 - f. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 1. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex - "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
 2. For all other activities - "As-Built Certification and Request for Conversion to Operation Phase" [Form 62-330.310(1)].
 3. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
 - g. If the final operation and maintenance entity is a third party:

1. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
 2. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310 (2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
- h. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
- i. This permit does not:
1. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 2. Convey to the permittee or create in the permittee any interest in real property;
 3. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 4. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
- j. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
- k. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
- l. The permittee shall notify the Agency in writing:
1. Immediately if any previously submitted information is discovered to be inaccurate; and
 2. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.
- m. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
- n. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving

subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S. (2012).

- o. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
 - p. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
 - q. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
 - r. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.
2. In addition to those general conditions in subsection (1) above, the Agency shall impose any additional project-specific special conditions necessary to assure the permitted activities will not be harmful to the water resources, as set forth in Rules 62-330.301 and 62-330.302, F.A.C., Volumes I and II, as applicable, and the rules incorporated by reference in this chapter.

SOUTHWEST FLORIDA
WATER MANAGEMENT DISTRICT

**NOTICE OF
AUTHORIZATION
TO COMMENCE CONSTRUCTION**

Moccasin Wallow Road

PROJECT NAME

Road Projects

PROJECT TYPE

Manatee

COUNTY

S19/T33S/R19E, S20/T33S/R19E

SEC(S)/TWP(S)/RGE(S)

Manatee County Government Public Works

PERMITTEE

APPLICATION ID/PERMIT NO: 821065 / 43043575.005

DATE ISSUED: February 18, 2022



David Kramer, P.E.

Issuing Authority

**THIS NOTICE SHOULD BE CONSPICUOUSLY
DISPLAYED AT THE SITE OF THE WORK**

Notice of Rights

ADMINISTRATIVE HEARING

1. You or any person whose substantial interests are or may be affected by the District's intended or proposed action may request an administrative hearing on that action by filing a written petition in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), Uniform Rules of Procedure Chapter 28-106, Florida Administrative Code (F.A.C.) and District Rule 40D-1.1010, F.A.C. Unless otherwise provided by law, a petition for administrative hearing must be filed with (received by) the District within 21 days of receipt of written notice of agency action. "Written notice" means either actual written notice, or newspaper publication of notice, that the District has taken or intends to take agency action. "Receipt of written notice" is deemed to be the fifth day after the date on which actual notice is deposited in the United States mail, if notice is mailed to you, or the date that actual notice is issued, if sent to you by electronic mail or delivered to you, or the date that notice is published in a newspaper, for those persons to whom the District does not provide actual notice.
2. Pursuant to Subsection 373.427(2)(c), F.S., for notices of intended or proposed agency action on a consolidated application for an environmental resource permit and use of state-owned submerged lands concurrently reviewed by the District, a petition for administrative hearing must be filed with (received by) the District within 14 days of receipt of written notice.
3. Pursuant to Rule 62-532.430, F.A.C., for notices of intent to deny a well construction permit, a petition for administrative hearing must be filed with (received by) the District within 30 days of receipt of written notice of intent to deny.
4. Any person who receives written notice of an agency decision and who fails to file a written request for a hearing within 21 days of receipt or other period as required by law waives the right to request a hearing on such matters.
5. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding District intended or proposed action is not available prior to the filing of a petition for hearing.
6. A request or petition for administrative hearing must comply with the requirements set forth in Chapter 28-106, F.A.C. A request or petition for a hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's intended action or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no material facts in dispute, and (3) otherwise comply with Rules 28-106.201 and 28-106.301, F.A.C. Chapter 28-106, F.A.C. can be viewed at www.flrules.org or at the District's website at www.WaterMatters.org/permits/rules.
7. A petition for administrative hearing is deemed filed upon receipt of the complete petition by the District Agency Clerk at the District's Tampa Service Office during normal business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding District holidays. Filings with the District Agency Clerk may be made by mail, hand-delivery or facsimile transfer (fax). The District does not accept petitions for administrative hearing by electronic mail. Mailed filings must be addressed to, and hand-delivered filings must be delivered to, the Agency Clerk, Southwest Florida Water Management District, 7601 Highway 301 North, Tampa, FL 33637-6759. Faxed filings must be transmitted to the District Agency Clerk at (813) 367-9776. Any petition not received during normal business hours shall be filed as of 8:00 a.m. on the next business day. The District's acceptance of faxed petitions for filing is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation, available for viewing at www.WaterMatters.org/about.

JUDICIAL REVIEW

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

BID ATTACHMENT 16, FDOT SFGA EXECUTED AGREEMENT_447300-1

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
10/2020

FPN: <u>447300-1-54-01</u>	Fund: <u>EM21</u>	FLAIR Category: <u>088862</u>
	Org Code: <u>55014010106</u>	FLAIR Obj: <u>751000</u>
FPN: _____	Fund: _____	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
County No: <u>13 - Manatee County</u>	Contract No: <u>G1Y00</u>	Vendor No: <u>F596000727031</u>

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on June 11th, 2021,

(This date to be entered by DOT only)

by and between the State of Florida Department of Transportation, ("Department"), and Manatee County, a political subdivision of the State of Florida, ("Recipient"). The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below*):
 - Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
 - Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
 - Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - Chapter 2020-111, Laws of Florida , Specific Appropriation 1989A , CFSA 55.039

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the construction of Moccasin Wallow road expansion, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before June 30th, 2024. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-60
PROGRAM MANAGEMENT
10/2020

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall **not begin the construction phase of the Project until the Department issues a written Notice to Proceed** for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

- 4. Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
- 5. Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
- 6. Project Cost:**
 - a. The estimated cost of the Project is **\$3,600,000.00**. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of **\$3,600,000.00** and, additionally the Department's participation in the Project **shall not exceed N/A% of the total cost** of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-60
PROGRAM MANAGEMENT
10/2020

- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. **Invoices** shall be submitted no more often than **monthly and no less than quarterly** by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the **format for the invoice** and **progress report that is approved by the Department**.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, **Contract Payment Requirements**.
- e. **Travel expenses are not compensable** under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the **deficiency to be corrected**, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty **(30) days** after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. **Inspection and approval of deliverables** and costs incurred shall take **no longer than 20 days from the Department's receipt of the invoice**. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within **40 days**, a **separate interest penalty** at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-60
PROGRAM MANAGEMENT
10/2020

payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-60
PROGRAM MANAGEMENT
10/2020

files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-60
PROGRAM MANAGEMENT
10/2020

obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
10/2020

plans for compliance with all applicable standards of the Department, as provided in **Exhibit “O”, Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department’s Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department’s Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient’s contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit “C”, Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

shall

shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit “D”**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient’s use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-60
PROGRAM MANAGEMENT
10/2020

cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-60
PROGRAM MANAGEMENT
10/2020

Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

- vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the **convicted vendor** list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the **Discriminatory Vendor** List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. An entity or affiliate who has had its Certificate of Qualification **suspended, revoked, denied** or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for **lobbying** the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized **aliens** a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-60
PROGRAM MANAGEMENT
10/2020

- i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY] hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- -
 -
 - d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-60
PROGRAM MANAGEMENT
10/2020

insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-60
PROGRAM MANAGEMENT
10/2020

- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. **Exhibits A, B, D, F, and J** are attached to and incorporated into this Agreement.
- b. The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.
- c. Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- e. A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- f. The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
10/2020

g. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

*Exhibit C: Engineer's Certification of Compliance

Exhibit D: Recipient Resolution

Exhibit F: Contract Payment Requirements

*Exhibit H: Alternative Advance Payment Financial Provisions

Exhibit J: State Financial Assistance (Florida Single Audit Act)

*Exhibit K: Advance Project Reimbursement

*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): _____

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
10/2020

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT : MANATEE COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF FLORIDA

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: [Signature]
Name: Vanessa Baugh
Title: CHAIRPERSON 6/8/21

DocuSigned by:
By: [Signature]
Name: John Kubler
Title: DISTRICT SECRETARY OR DESIGNEE



ATTEST: MANATEE COUNTY
CLERK OF CIRCUIT COURT AND
COUNTY COMPTROLLER
[Signature]
DEPUTY CLERK

Legal Review:
DocuSigned by:
By: [Signature] DS
Name: Don Conway DC

EXHIBIT A**PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 447300-1-54-01

This exhibit forms an integral part of the State-Funded Grant Agreement between the State of Florida, Department of Transportation and

Manatee County, a political subdivision of the State of Florida (the Recipient)

PROJECT LOCATION:

- The project is on the National Highway System.
- The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 1.373 miles**PROJECT DESCRIPTION:** Moccasin Wallow Road Expansion

The general objective is for Manatee County to provide contract administration, management services, construction engineering and inspection services and quality acceptance reviews of all work associated with the construction of the associated improvements. The services performed shall be in accordance with the approved plans, or as revised, as necessary, by Manatee County Public Works, and the Manatee County Public Works Standards - Part 3 - Highway & Traffic Standards Manual and Manual of Uniform Minimum Standards for Design, Construction and Maintenance (Florida Greenbook). Construction within FDOT right of way shall meet or exceed FDOT Roadway and Traffic Design standards (latest revision) and FDOT Standard Specifications for Road and Bridge Construction (latest revision), unless otherwise noted. The intent of this project is to construct approximately 1.373 miles of roadway improvements to Moccasin Wallow Road. Drainage infrastructure and stormwater management systems will also be constructed. The roadway improvements to Moccasin Wallow Road will include widening and extension to connect from 115th Street East to US 301 as a four-lane facility with bike lanes, median, curb and gutter, sidewalk, trail and street lighting.

Specifically and non inclusive, the following are included in the Scope of Services:

1. Construct approximately 1.373 miles of roadway improvements to Moccasin Wallow Road.
2. Milling and resurfacing of existing asphalt and drainage improvements, as appropriate.
3. Provide signing and pavement markings to meet the latest MUTCD standards.
4. Maintain existing traffic during the entire construction period.
5. Provide Construction Engineering and Inspection (CEI) and Quality Assurance Engineering to document construction as per specifications.
6. Construct or reconstruct, as appropriate, sideroad and driveway turnouts.
7. Coordination with utility owners during construction will be required to determine and avoid potential impacts. Where unavoidable, disposition of the utility conflicts should be coordinated.
8. Assure all surveying and mapping products and services comply with pertinent Florida Statutes and the Florida Administrative Code.
9. Identifying and obtaining any geotechnical investigation, analysis and design dictated by the project needs. All geotechnical work necessary shall be performed in accordance with the governing regulations.
10. Acquisition of all applicable stormwater and environmental permits in accordance with Chapter 62-25, Regulation of Storm water Discharge, Florida Administrative Code; Chapter 373 and 403, Florida Statutes; Chapters 40 and 62, Florida Administrative Code; Rivers and Harbors Act of 1899; Section 404 of the Clean Water Act; and parts 114 and 115, Title 33, Code of Federal Regulations. In addition, permitting required by local agencies shall be prepared in accordance with their

specific regulations. Acquisition includes all associated permit fees.

11. Coordinate construction activities with other construction projects that are impacted by or impact this project. This includes projects under the jurisdiction of local governments or other regional and state agencies.

12. Provide, upon completion of construction, Final As-built Construction Plans, signed and sealed by a Professional Engineer, registered in the State of Florida.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Design to be completed on or before December 31, 2021
- b) Right-of-Way to be certified on or before December 31, 2021
- c) Construction contract to be let on or before June 30, 2022
- d) Construction to be completed by June 30, 2024

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT B**
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: Manatee County P.O. Box 1000 Bradenton, Florida 34206-1000	FINANCIAL PROJECT NUMBER: 447300-1-54-01
--	--

I. PHASE OF WORK by Fiscal Year:	FY 2020/2021	FY	FY	TOTAL
Design- Phase 34	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Right of Way- Phase 44	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Construction/CEI - Phase 54	\$ 3,600,000.00	\$ 0.00	\$ 0.00	\$3,600,000.00
Maximum Department Participation - (EM21)	% or \$ 3,600,000.00	% or \$	% or \$	% or \$ 3,600,000.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and MANATEE COUNTY

PROJECT DESCRIPTION: MOCCASIN WALLOW ROAD EXPANSION

FPID#: 447300-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____ P.E.

SEAL: Name: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

RESOLUTION R-21-093

A RESOLUTION APPROVING THE STATE-FUNDED GRANT AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF ROADWAY IMPROVEMENTS ON MOCCASIN WALLOW ROAD FROM 115TH STREET EAST TO US 301 AS A FOUR-LANE FACILITY AND AUTHORIZING THE CHAIRPERSON OR VICE CHAIRPERSON TO EXECUTE THE AGREEMENT ON ITS BEHALF; MAKING RELATED FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Manatee County (County) is preparing to construct approximately 1.373 miles of roadway improvements to Moccasin Wallow Road including widening and extension to connect from 115th Street East to US 301 as a four-lane facility with bike lanes, median, curb and gutter, sidewalk, trail and street lighting (Project); and

WHEREAS, the State of Florida (State) has authorized a \$3,600,000 grant to the County to assist with the Project; and

WHEREAS, to receive the grant funds from the State, the County must enter into a State-Funded Grant Agreement (Agreement) with the Florida Department of Transportation (FDOT), and

WHEREAS, as evidence of the County's authority and approval of the Agreement, a resolution must be passed authorizing execution of the Agreement on behalf of the County; and

WHEREAS, the Board of County Commissioners of Manatee County, Florida, (Board) finds the terms and conditions of the Agreement, attached hereto as Exhibit A and by reference incorporated herein, acceptable and reasonable; and

WHEREAS, the Board finds that it is in the County's best interest to execute the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, THAT:

1. The recitals set forth above are hereby adopted as findings of the Board and are incorporated herein by reference.
2. The Board hereby approves, and the Chairperson or Vice Chairperson of the Board is hereby authorized to execute the Agreement, attached as Exhibit A.
3. The Chairperson or Vice Chairperson of the Board or his or her designee is authorized to transmit the executed Agreement and this Resolution to the FDOT.

Resolution R-21-093

- 4. The County Administrator, Acting County Administrator or his designee is authorized to take such further action as is necessary and appropriate to proceed in accordance with the terms and conditions of the Agreement.
- 5. This Resolution shall be effective immediately upon adoption.

PASSED and DULY ADOPTED with a quorum present and voting this the 8th day of June, 2021.



BOARD OF COUNTY COMMISSIONERS OF
MANATEE COUNTY, FLORIDA

By: [Signature]
Chairperson

ATTEST: ANGELINA COLONNESO

Clerk of the Circuit Court and Comptroller
By: [Signature]
Deputy Clerk

STATE OF FLORIDA, COUNTY OF MANATEE
This is to certify that the foregoing is a true and correct copy of the document on file in my office.

No redactions Redacted pursuant to law
 Full Document Page ___ of ___
 Not LOA Letter of Administration is in full force and effect

Witness my hand and official seal, dated 6/8/21
 MANATEE COUNTY CLERK OF COURT
 By: [Signature]
 Deputy Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS****Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

- State Project Title and CSFA Number:**
- County Incentive Grant Program (CIGP), (CSFA 55.008)
 - Small County Outreach Program (SCOP), (CSFA 55.009)
 - Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - Chapter 2020-111, LOF, Specific Appropriation 1958A, CSFA 55.039

***Award Amount:** \$3,600,000.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT O****TERMS AND CONDITIONS OF CONSTRUCTION IN DEPARTMENT RIGHT OF WAY****Section 10.e. of the Agreement is amended as follows for Construction on the Department's Right of Way.**

1. If the Project involves construction on, under, or over the Department's right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department's right-of-way shall be submitted to the Department for review prior to any work being commenced, and the following provisions shall apply:

- a. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual ("FDM") and the Department Traffic Engineering Manual.

Designs that do not meet Department standards may be rejected by the Department at its sole discretion. The Department may allocate Department-managed resources to facilitate compliance with applicable design standards. If changes to the Department approved plans are required, the Recipient shall notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Recipient shall maintain the area of the Project, at all times, and coordinate any work needs of the Department during construction of the Project.

- b. The Recipient shall notify the Department a minimum of 48 hours before beginning construction within, under, or over Department right-of-way. The Recipient shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Trisha Hartzell, P.E. Manatee Operations Engineer.
- c. The Recipient shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Recipient is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Recipient that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- d. The Recipient shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- e. The Recipient will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- f. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on, under, or over the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right-of-way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Recipient, except as may otherwise be provided in separate agreements. The Recipient shall not acquire any right, title, interest or estate in Department right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Recipient's use, occupancy or possession of Department right-of-way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.

- g.** The Recipient shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- h.** The Recipient shall perform all required testing associated with the design and construction of the Project. Testing results shall be entered into the department's Materials Testing and Certification database application and the department must provide the final Materials Certification for the Project. The Department shall have the right to perform its own independent testing during the course of the Project.
- i.** The Recipient shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Recipient, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- j.** If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from on, under, or over its right-of-way at the sole cost, expense, and effort of the Recipient. The Recipient shall bear all construction delay costs incurred by the Department.
- k.** The Recipient shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- l.** The Recipient will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- m.** The acceptance procedure will include a final "walk-through" by Recipient and Department personnel. Upon completion of construction, the Recipient will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Recipient's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- n.** If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Recipient. The Recipient shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Recipient and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Recipient fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Recipient with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Recipient's sole cost and expense, without Department liability to the Recipient for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Recipient with an invoice for the costs incurred by the Department and the Recipient shall pay the invoice within thirty (30) days of the date of the invoice.
- o.** The Recipient shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Recipient shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

- p. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- q. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- r. Restricted hours of operation will be from N/A, (N/A), unless otherwise approved by the Operations Engineer, or designee.
- s. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Brian R. Rick
Communications Specialist
Florida Department of Transportation
(863) 519-2828

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

**BID ATTACHMENT 17, FDOT SFGA EXECUTED SUPPLEMENTAL
AGREEMENT_447300-1**

RESOLUTION R-22-011

A RESOLUTION APPROVING THE FIRST SUPPLEMENTAL AGREEMENT TO THE STATE-FUNDED GRANT AGREEMENT BETWEEN MANATEE COUNTY AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF ROADWAY IMPROVEMENTS ON MOCCASIN WALLOW ROAD FROM 115TH STREET EAST TO US 301 AS A FOUR-LANE FACILITY AND AUTHORIZING THE CHAIRPERSON OR VICE CHAIRPERSON TO EXECUTE THE AGREEMENT ON ITS BEHALF; MAKING RELATED FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Manatee County (County) is preparing to construct approximately 1.373 miles of roadway improvements to Moccasin Wallow Road including widening and extension to connect from 115th Street East to US 30 as a four-lane facility with bike lanes, median, curb and gutter, sidewalk, trail, and street lighting (the "Project");

WHEREAS, the State of Florida (State) has authorized a \$3,600,000 grant to the County to assist with the Project;

WHEREAS, the State of Florida (the "State") authorized a Supplemental Agreement to add \$3,600,000 from Specific Appropriation 1915A of Chapter 2021-36, Laws of Florida to State-Funded Grant Agreement No. G1Y00, which increases the maximum amount of the Department's participation in the Project to \$7,200,000.00;

WHEREAS, to receive the additional grant funds from the State, the County must enter into a Supplemental Agreement (the "Agreement") with the Florida Department of Transportation (the "FDOT");

WHEREAS, as evidence of the County's authority and approval of the Agreement, a resolution must be passed authorizing execution of the Agreement on behalf of the County;

WHEREAS, the Board of County Commissioners of Manatee County, Florida, (the "Board") finds the terms and conditions of the Agreement, attached hereto as Exhibit A and by reference incorporated herein, acceptable and reasonable; and

WHEREAS, the Board finds that it is in the County's best interest to execute the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Manatee County, Florida, that:

1. The recitals set forth above are hereby adopted as findings of the Board and are incorporated herein by reference.

2. The Board hereby approves, and the Chairperson or Vice Chairperson of the Board is hereby authorized to execute the Agreement, attached as Exhibit A.

3. The Chairperson or Vice Chairperson of the Board or his or her designee is authorized to transmit the executed Agreement and this Resolution to the FDOT.

4. The County Administrator, Acting County Administrator or his designee is authorized to take such further action as is necessary and appropriate to proceed in accordance with the terms and conditions of the Agreement.

5. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED with a quorum present and voting this 11th day of January, 2022.



**BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA**

By: *He Vad*
Chairperson

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: *Angie Colonneso*
Deputy Clerk

**STATE-FUNDED GRANT
SUPPLEMENTAL AGREEMENT**

SUPPLEMENTAL NO.

01

CONTRACT NO.

G1Y00

FPN

447300-1-54-01/02Recipient: Manatee County, a political subdivision of the State of Florida

This Supplemental Agreement ("Supplemental"), dated 03/28/2022 arises from the desire to supplement the State-Funded Grant Agreement ("Agreement") entered into and executed on June 11th, 2021 as identified above. All provisions in the Agreement and supplements, if any, remain in effect except as expressly modified by this Supplemental.

The parties agree that the Agreement is to be amended and supplemented as follows:

Paragraph 6. a.) The estimated cost of the Project is \$7,200,000.00. This amount is based upon the Schedule of Financial Assistance in Exhibit "B", attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.

Paragraph 6. b.) The Department agrees to add \$3,600,000 from Specific Appropriation 1915A of Chapter 2021-36, Laws of Florida, to Agreement G1Y00 which increases the maximum amount of the Department's participation in the Project to \$7,200,000.00 and, additionally the Department's participation in the Project shall not exceed N/A% of the total cost of the Project, and as more described in Exhibit "B", Schedule of Financial Assistance. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.

Exhibit "B" Schedule of Financial Assistance is hereby deleted and replaced with attached Exhibit "B".

Exhibit "J" State Financial Assistance (Florida Single Audit Act) is hereby amended as follows:

*Award Amount: \$7,200,000.00

Reason for this Supplemental and supporting engineering and/or cost analysis:

Specific Appropriation 1915A of the Fiscal Year 2021-22 General Appropriations Act, Chapter 2021-36, Laws of Florida, which provides \$3,600,000 corridor analysis, survey, design, engineering, environmental planning and supervision of construction as noted in Senate Form 1355 and House Bill 2689. The additional allocation will be utilized to complete the existing segment, due to the increase in construction and land acquisition costs.

**STATE-FUNDED GRANT
SUPPLEMENTAL AGREEMENT**

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

RECIPIENT:
MANATEE COUNTY, A POLITICAL SUBDIVISION
OF THE STATE OF FLORIDA

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: *[Signature]*
Name:
Title: CHAIRPERSON *1/11/2022*

DocuSigned by:
By: *John Kubler*
Name: John Kubler
Title: DISTRICT SECRETARY OR DESIGNEE



ATTEST: MANATEE COUNTY
CLERK OF CIRCUIT COURT AND
COUNTY COMPTROLLER
BY: *[Signature]*
DEPUTY CLERK

Legal Review:
DocuSigned by:
Don Conway DS
DC
937D1D5420A84D9...

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: <u>Manatee County</u> <u>P.O. Box 1000</u> <u>Bradenton, Florida 34206-1000</u>	FINANCIAL PROJECT NUMBER: <u>447300-1-54-01/02</u>
---	--

I. PHASE OF WORK by Fiscal Year:	FY 20/21	FY21/22	FY23/24	TOTAL
Design- Phase 34	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (<u>Insert Program Name</u>)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (<u>Insert Program Name</u>)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (<u>Insert Program Name</u>)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Right of Way- Phase 44	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (<u>Insert Program Name</u>)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (<u>Insert Program Name</u>)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (<u>Insert Program Name</u>)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Construction/CEI - Phase 54	\$ 3,600,000.00	\$ 3,600,000.00	\$ 0.00	\$7,200,000.00
Maximum Department Participation - (<u>Local Transportation Projects, EM 21</u>)	% or \$ 3,600,000.00	% or \$	% or \$	% or \$ 3,600,000.00
Maximum Department Participation - (<u>Local Transportation Projects, EM 22</u>)	% or \$	% or \$ 3,600,000.00	% or \$	% or \$ 3,600,000.00
Maximum Department Participation - (<u>Insert Program Name</u>)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00

Insert Phase and Number (if applicable)	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	or % \$ 0.00	or % \$ 0.00	or % \$ 0.00	or % \$ 0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
II. TOTAL PROJECT COST:	\$3,600,000.00	\$3,600,000.00	\$0.00	\$7,200,000.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Jobin Abraham

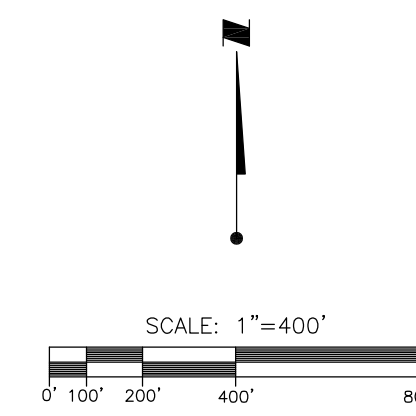
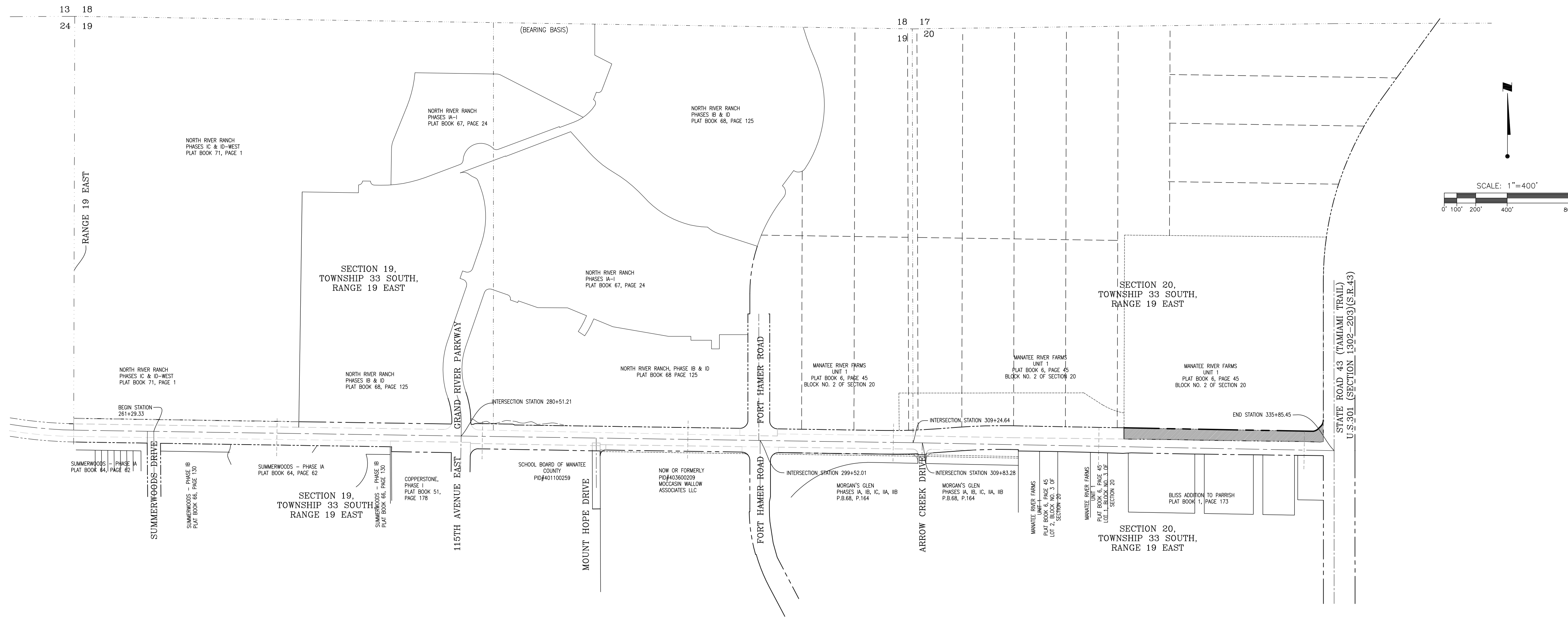
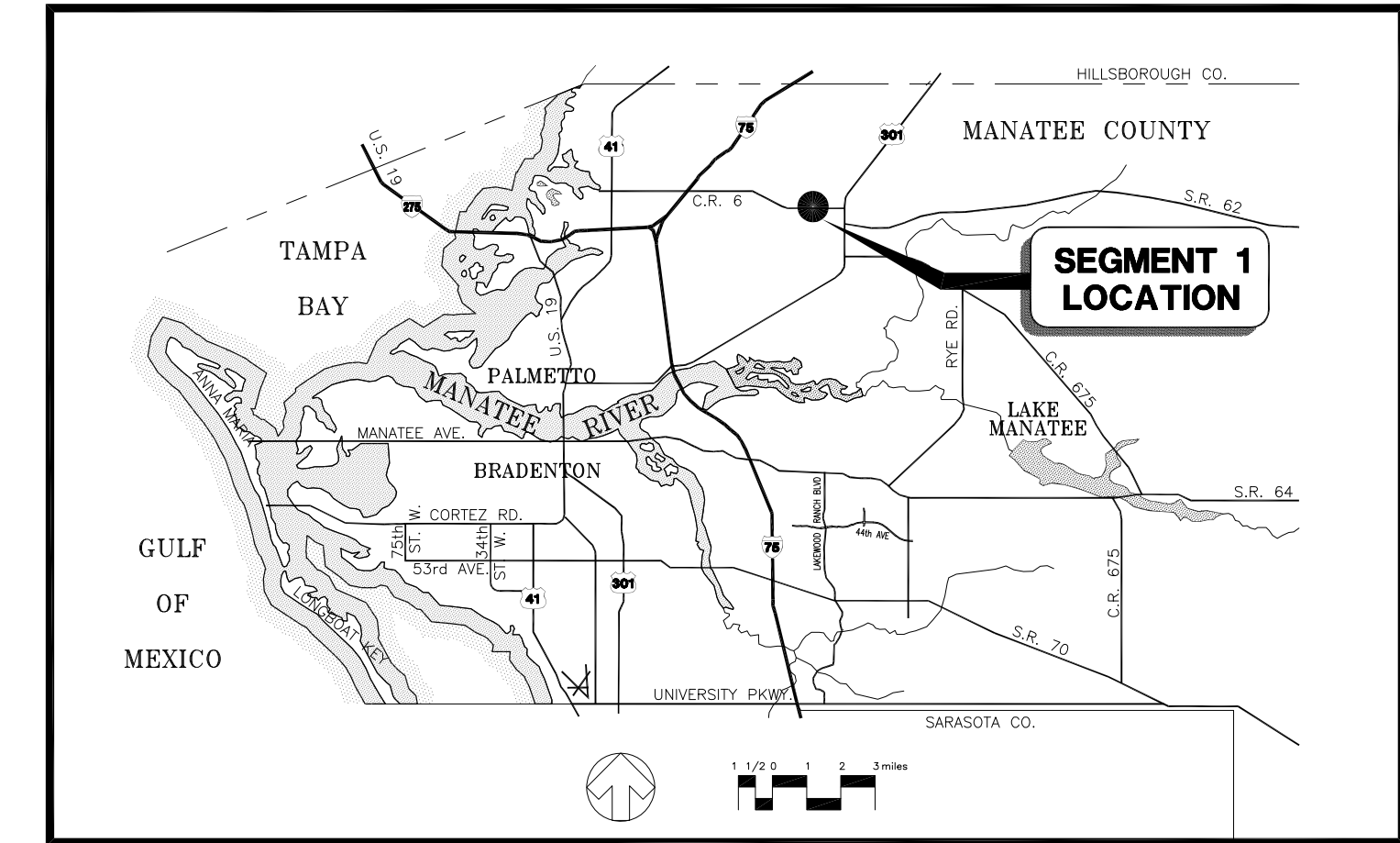
District Grant Manager Name

Jobin Abraham
Signature

08/23/2021
Date

BID ATTACHMENT 18, ROW-MAP

RIGHT-OF-WAY MAP
MOCCASIN WALLOW ROAD WIDENING PROJECT
I-75 TO U.S. 301 - SEGMENT 1
SECTIONS 19 & 20 - TOWNSHIP 33 S - RANGE 19 E
MANATEE COUNTY, FLORIDA



SHEET NO.	DESCRIPTION
SHEET 1	LOCATION MAP, SHEET INDEX & NOTES
SHEET 2	INDEX MAP
SHEET 3-5	RIGHT-OF-WAY DETAIL

NOTES:

Bearings shown hereon are grid bearings based on the north line of Section 19, Township 33 South, Range 19 East, having a bearing of S.89°08'38"E.

Improvements such as, but not limited to, underground utilities, foundations, irrigation equipment and landscape features, etc. have not been located except as shown.

Symbols shown hereon may not be drawn to scale.

Distances and bearings are the same as platted or deeded, unless shown otherwise.

Ownership of fences has not been determined.

This Exhibit was performed for the sole and exclusive benefit of the parties listed herein and shall not be relied upon by any other entity or individual whomsoever. Likewise, any reuse of this survey for any purpose other than which was originally intended, without the written permission of the undersigned Surveyor & Mapper, will be done so at the risk of the reusing party and without any liability to the undersigned Surveyor & Mapper.

These documents are protected by copyright. They may not be reproduced, distributed or published in any way without the consent of Stantec Consulting Services Inc.

Aerial Photography shown on sheets 3-6 are 2020 aeriels, downloaded from www.mymanatee.org/ExpressZip.

THIS SURVEY IS REFERENCED TO A GRID PROJECTION OF THE STATE PLANE COORDINATE SYSTEM OF FLORIDA WEST ZONE (NAD 83/11 ADJUSTMENT).

WE CERTIFY TO: NP LAND PARTNERS, LLC;

that a RIGHT-OF-WAY MAP OF Moccasin Wallow Road right-of-way Segment 1, (I-75 to U.S. 301) located in Sections 19 & 20, Township 33 South, Range 19 East, Manatee County, Florida, was completed under our direction on .

This RIGHT-OF-WAY MAP meets the Standards of Practice set forth by the Florida Board of Surveying & Mapping, pursuant to Section 472.027, Florida Statutes, and Chapter 5J-17.05, Florida Administrative Code. No other person or entity may rely upon this survey.

STANTEC CONSULTING SERVICES, INC. (LB#7866)
 6900 Professional Parkway East
 Sarasota, Florida 34240-8414
 Phone: (941) 907-6900

BY: _____ 11/17/2021
 Robert R. Cunningham, PSM 3924 Date of Signature

NOTE: This Certification is only for the lands as described. It is not a certification of title, zoning, easements or freedom of encumbrances.

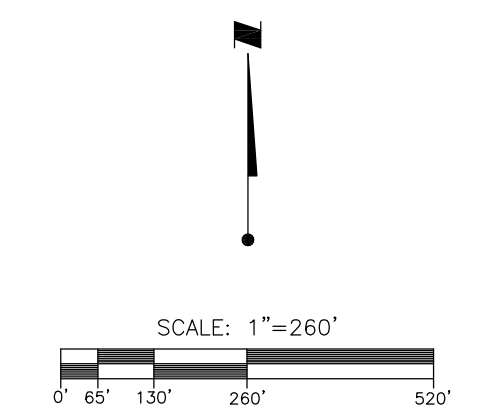
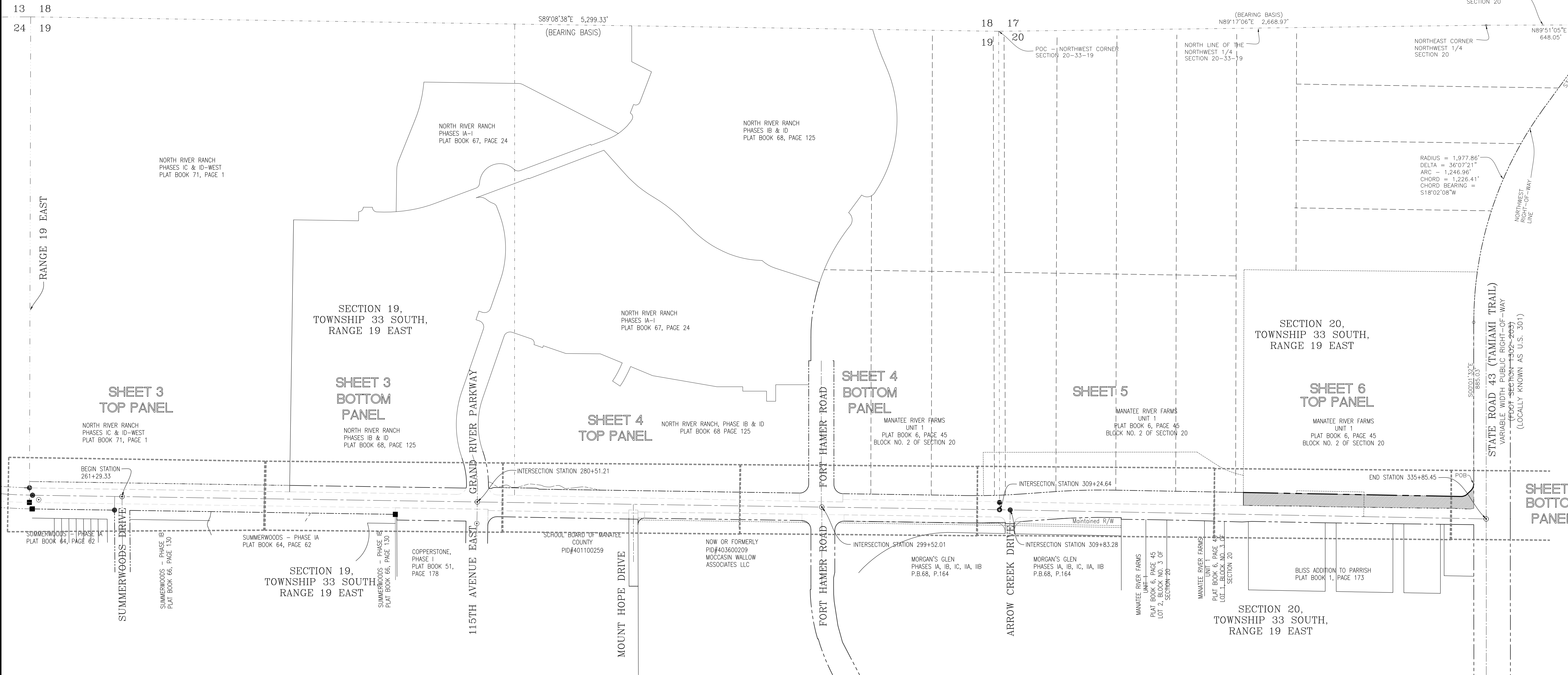
RIGHT-OF-WAY MAP
MOCCASIN WALLOW ROAD WIDENING PROJECT
COMPREHENSIVE RIGHT-OF WAY DETAIL



Stantec
 6900 Professional Parkway East, Sarasota, FL 34240-8414
 Phone 941-907-6900 • Fax 941-907-6910
 Certificate of Authorization #27013 • www.stantec.com
 Licensed Business Number 7866

DWG: MW R/W MAP	PROJECT MANAGER: RC	DRAWN BY: JB
PROJECT: 215615359		DATE: 07/2021

SHEET
 1
 OF 6



SYMBOL LEGEND	
■	FOUND CONCRETE MONUMENT (AS NOTED)
●	FOUND IRON ROD (AS NOTED)
○	FOUND IRON PIPE (AS NOTED)
⊙	FOUND CAPPED IRON ROD (AS NOTED)
○	5/8" x 18" IRON ROD SET "LB#7866"
⊙	NAIL & DISK FOUND (AS NOTED)
⊙	NAIL & DISK SET "LB#7866"
O.R.B.#	OFFICIAL RECORDS BOOK
P.	PAGE
PID#	PROPERTY IDENTIFICATION NUMBER
P.B.	PLAT BOOK
---	RIGHT-OF-WAY
- - -	PROPOSED RIGHT-OF-WAY
---	ENGINEER BASELINE
---	SURVEY BASELINE
---	SECTION LINE
---	EASEMENT LINE
---	LOT LINE
---	OWNERSHIP/PLAT BOUNDARY
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT

**MOCCOSIN WALLOW ROAD RIGHT-OF-WAY
I-75 TO U.S. 301 - SEGMENT I
(SUMMERWOODS DRIVE TO U.S. 301)**

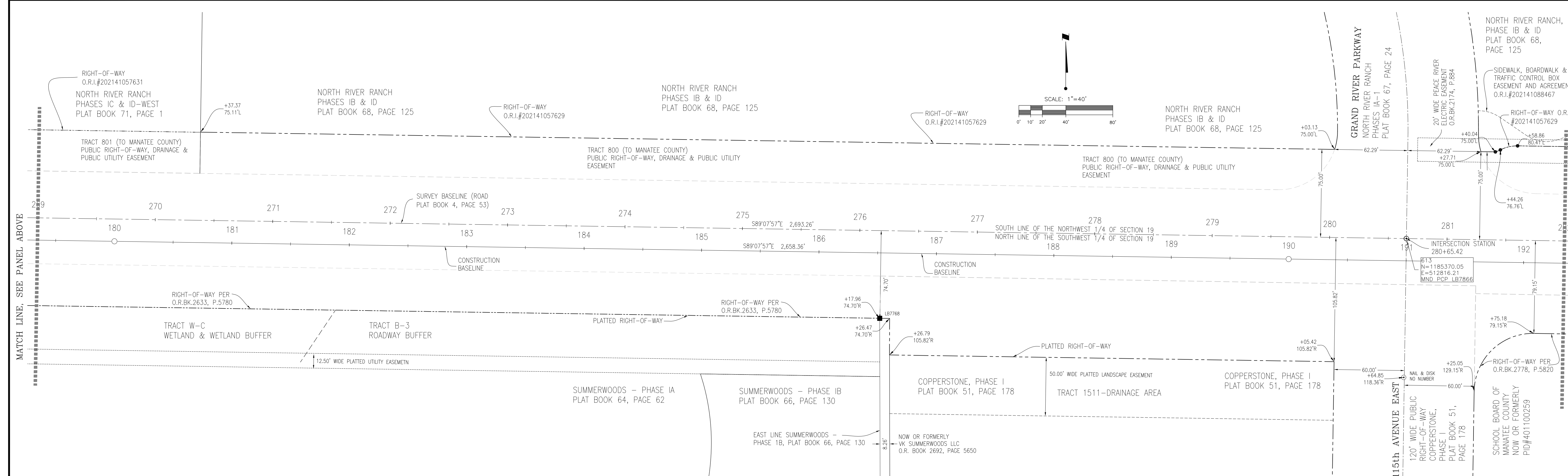
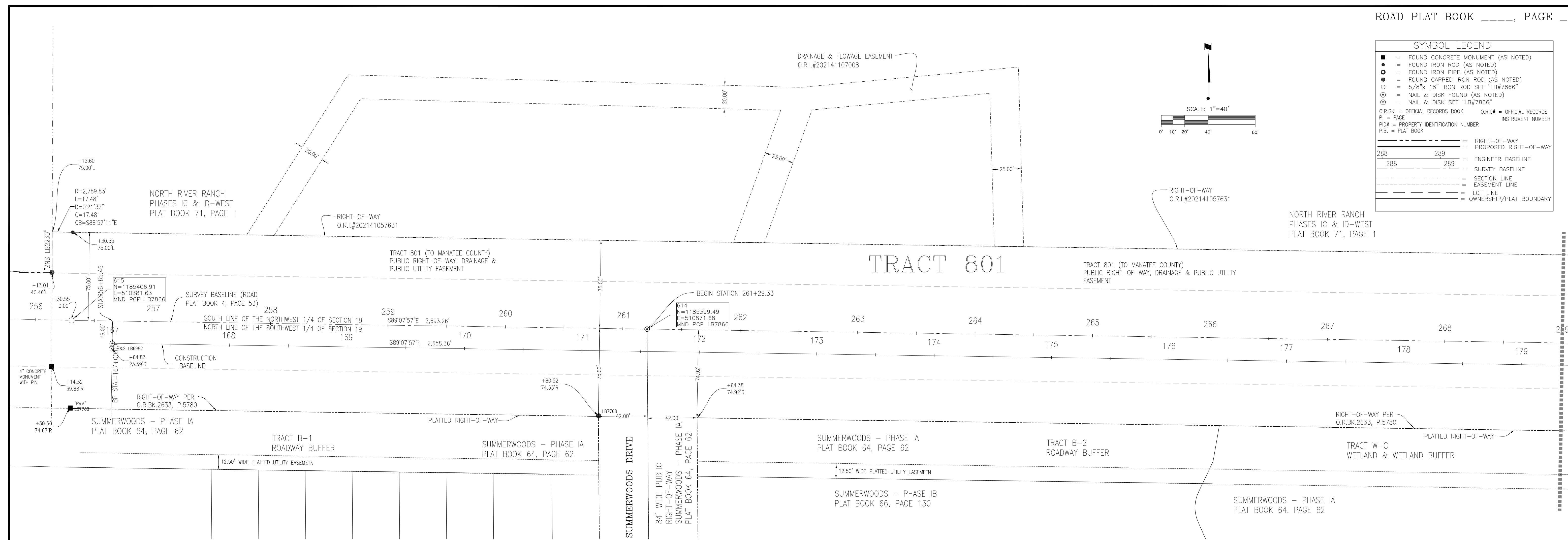
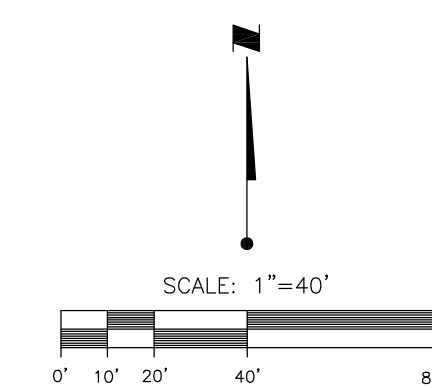
NO.	REVISION	DATE	DRAWN BY/EMP. NO.	CHECKED BY/EMP. NO.	FIELD BOOK/PAGE	CHIEF


Stantec
 6900 Professional Parkway East, Sarasota, FL 34240-8414
 Phone 941-907-6900 • Fax 941-907-6910
 Certificate of Authorization #27013 • www.stantec.com
 Licensed Business Number 7866

TITLE: RIGHT-OF-WAY MAP OF
MOCCASIN WALLOW ROAD - SEGMENT I
IN SECTIONS 19 & 20, TOWNSHIP 33 SOUTH, RANGE 19 EAST,
MANATEE COUNTY, FLORIDA

DATE: 2/26/2021	CLIENT: NP LAND PARTNERS, LLC
HORIZONTAL SCALE: 1" = 150'	
VERTICAL SCALE: 1" = 150'	
CROSS REFERENCE FILE NO.: 215615359	PROJECT NO.: 215615359
TASK CODE: 610	SHEET NUMBER: 2 OF 6
DRAWING/FILE NUMBER: 215615359v-surw01	

SYMBOL LEGEND	
●	= FOUND CONCRETE MONUMENT (AS NOTED)
○	= FOUND IRON ROD (AS NOTED)
○	= FOUND IRON PIPE (AS NOTED)
○	= FOUND CAPPED IRON ROD (AS NOTED)
○	= 5/8" x 18" IRON ROD SET "LB#7866"
○	= NAIL & DISK FOUND (AS NOTED)
○	= NAIL & DISK SET "LB#7866"
O.R.B.K.	= OFFICIAL RECORDS BOOK O.R.I.# = OFFICIAL RECORDS INSTRUMENT NUMBER
P.	= PAGE
PID#	= PROPERTY IDENTIFICATION NUMBER
P.B.	= PLAT BOOK
---	= RIGHT-OF-WAY
---	= PROPOSED RIGHT-OF-WAY
---	= ENGINEER BASELINE
---	= SURVEY BASELINE
---	= SECTION LINE
---	= EASEMENT LINE
---	= LOT LINE
---	= OWNERSHIP/PLAT BOUNDARY



NO.	REVISION	DATE	BY/EMP. NO.	CHECKED BY/EMP. NO.	FIELD BOOK/PAGE	CHIEF

Stantec
 6900 Professional Parkway East, Sarasota, FL 34240-8414
 Phone 941-907-6900 • Fax 941-907-6910
 Certificate of Authorization #20713 • www.stantec.com
 Licensed Business Number 7866

TITLE: RIGHT-OF-WAY MAP OF MOCCASIN WALLOW ROAD - SEGMENT I IN SECTIONS 19 & 20, TOWNSHIP 33 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA

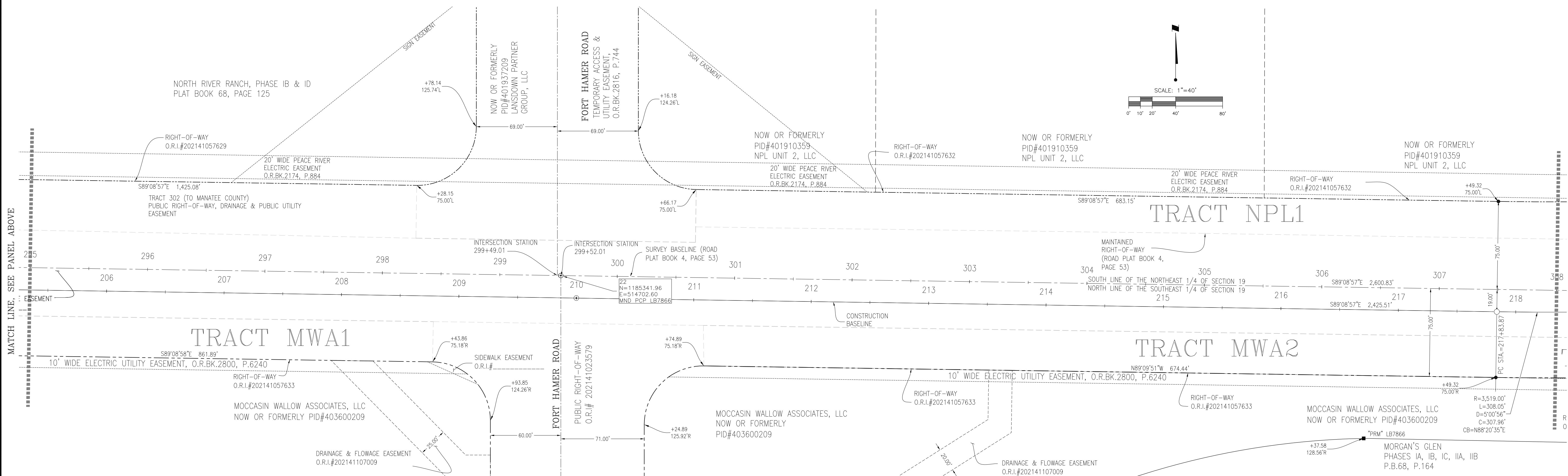
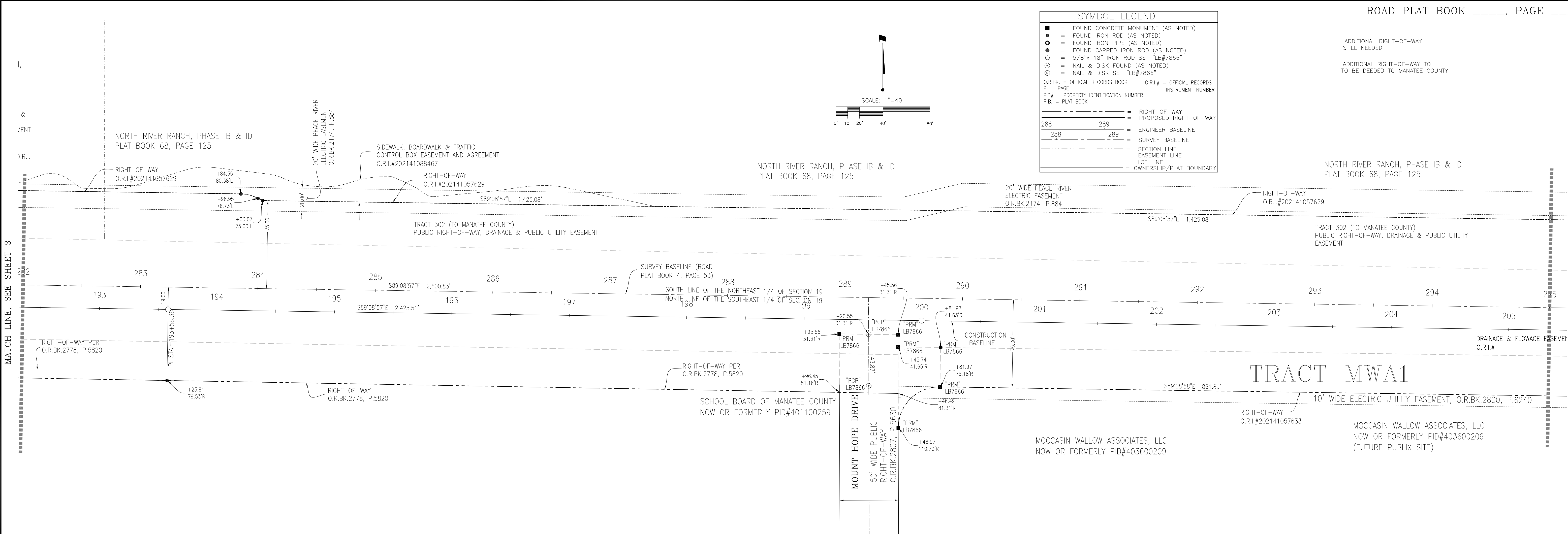
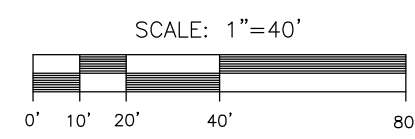
DATE: 2/26/2021	CLIENT: NP LAND PARTNERS, LLC
HORIZONTAL SCALE: 1" = 40'	
VERTICAL SCALE: 1" = 40'	
CROSS REFERENCE FILE NO.: 215615900	PROJECT NO.: 215615359
TASK CODE: 610	SHEET NUMBER: 3 OF 6
DRAWING/FILE NUMBER: 215615359V-SURW01	

SYMBOL LEGEND

- = FOUND CONCRETE MONUMENT (AS NOTED)
- = FOUND IRON ROD (AS NOTED)
- = FOUND IRON PIPE (AS NOTED)
- = FOUND CAPPED IRON ROD (AS NOTED)
- = 5/8" x 18" IRON ROD SET "LB#7866"
- = NAIL & DISK FOUND (AS NOTED)
- ⊙ = NAIL & DISK SET "LB#7866"

O.R.B.K. = OFFICIAL RECORDS BOOK O.R.I.# = OFFICIAL RECORDS INSTRUMENT NUMBER
 P. = PAGE
 PID# = PROPERTY IDENTIFICATION NUMBER
 P.B. = PLAT BOOK

- = RIGHT-OF-WAY
- - - = PROPOSED RIGHT-OF-WAY
- = ENGINEER BASELINE
- - - = SURVEY BASELINE
- · - · - = SECTION LINE
- · - · - = EASEMENT LINE
- · - · - = LOT LINE
- · - · - = OWNERSHIP/PLAT BOUNDARY



NO.	REVISION	DATE	DRAWN BY/EMP. NO.	CHECKED BY/EMP. NO.	FIELD BOOK/PAGE	CHIEF

Stantec
 6900 Professional Parkway East, Sarasota, FL 34240-8414
 Phone 941-907-6900 • Fax 941-907-6910
 Certificate of Authorization #2013 • www.stantec.com
 Licensed Business Number 7866

TITLE: RIGHT-OF-WAY MAP OF MOCCASIN WALLOW ROAD - SEGMENT I IN SECTIONS 19 & 20, TOWNSHIP 33 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA

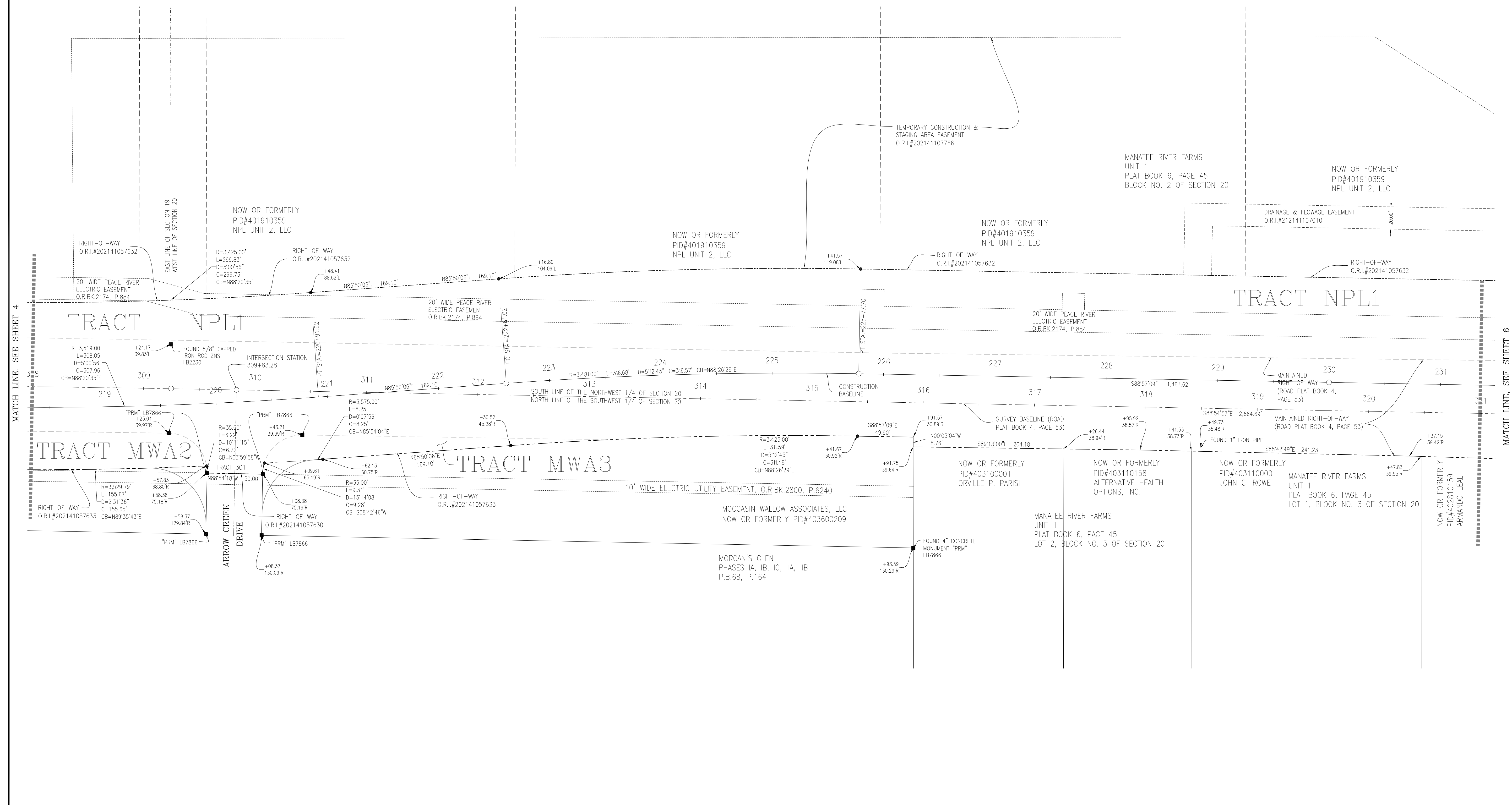
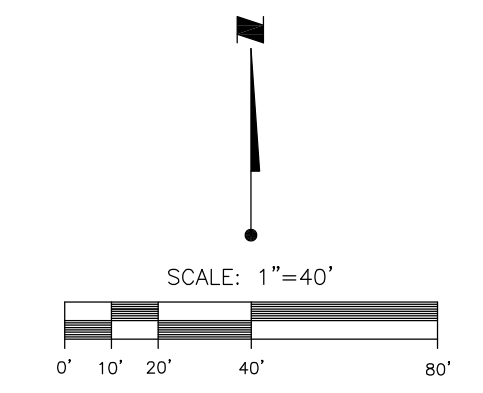
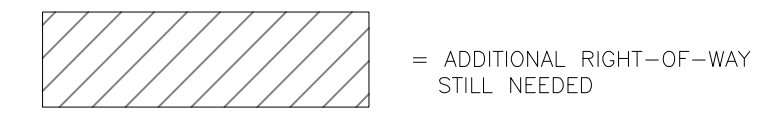
DATE: 2/26/2020	CLIENT: NP LAND PARTNERS, LLC
HORIZONTAL SCALE: 1"=40'	PROJECT NO.: 215615359
VERTICAL SCALE: 1"=10'	TASK CODE: 610
CROSS REFERENCE FILE NO.: 215615359	SHEET NUMBER: 4 of 6
	DRAWING/FILE NUMBER: 215615359v-surf01

SYMBOL LEGEND

- = FOUND CONCRETE MONUMENT (AS NOTED)
- = FOUND IRON ROD (AS NOTED)
- = FOUND IRON PIPE (AS NOTED)
- ⊙ = FOUND CAPPED IRON ROD (AS NOTED)
- = 5/8" 18" IRON ROD SET "LB#7866"
- ⊙ = NAIL & DISK FOUND (AS NOTED)
- ⊙ = NAIL & DISK SET "LB#7866"

O.R.B.K. = OFFICIAL RECORDS BOOK O.R.I.# = OFFICIAL RECORDS INSTRUMENT NUMBER
 P. = PAGE
 PID# = PROPERTY IDENTIFICATION NUMBER
 P.B. = PLAT BOOK

- = RIGHT-OF-WAY
- = PROPOSED RIGHT-OF-WAY
- = ENGINEER BASELINE
- = SURVEY BASELINE
- = SECTION LINE
- = EASEMENT LINE
- = LOT LINE
- = OWNERSHIP/PLAT BOUNDARY

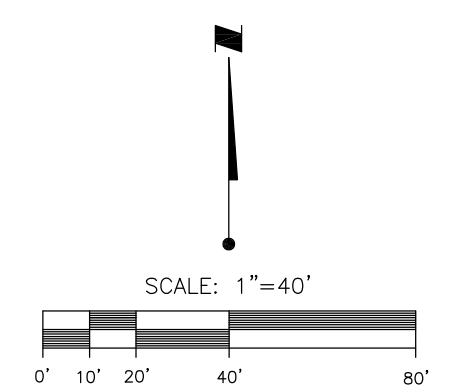
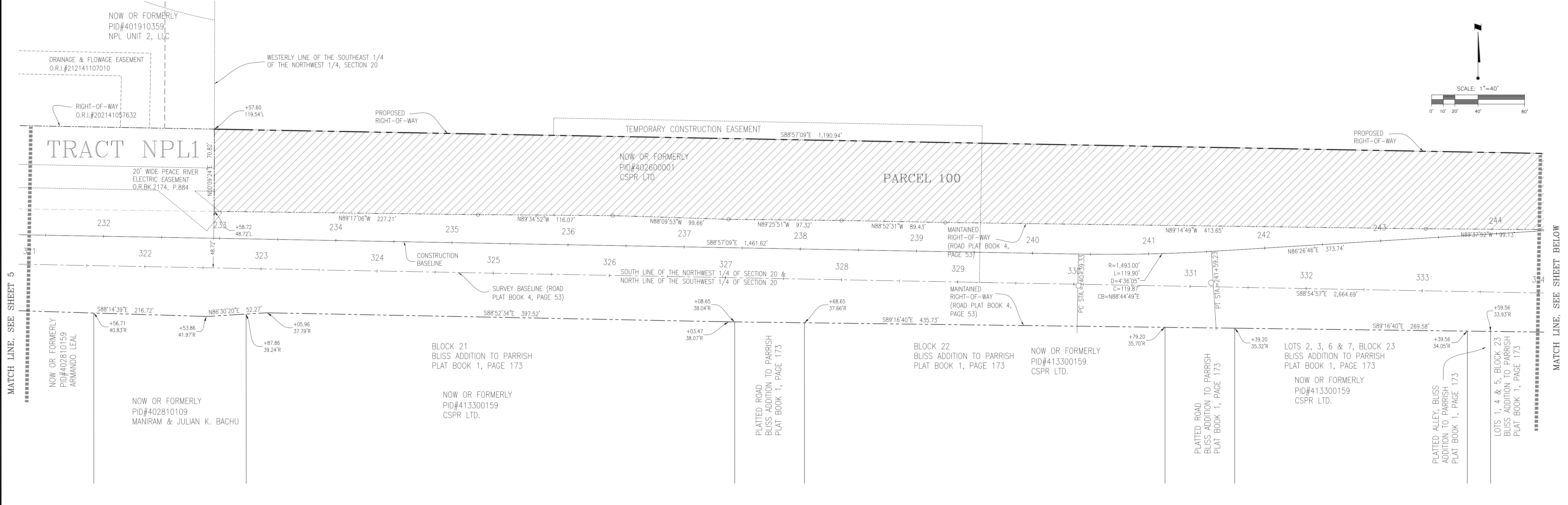


NO.	REVISION	DATE	DRAWN BY/EMP. NO.	CHECKED BY/EMP. NO.	FIELD BOOK/PAGE	CHIEF

Stantec
 6900 Professional Parkway East, Sarasota, FL 34240-8414
 Phone 941-907-6900 • Fax 941-907-6910
 Certificate of Authorization #20713 • www.stantec.com
 Licensed Business Number 7866

TITLE: RIGHT-OF-WAY MAP OF MOCCASIN WALLOW ROAD - SEGMENT I IN SECTIONS 19 & 20, TOWNSHIP 33 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA

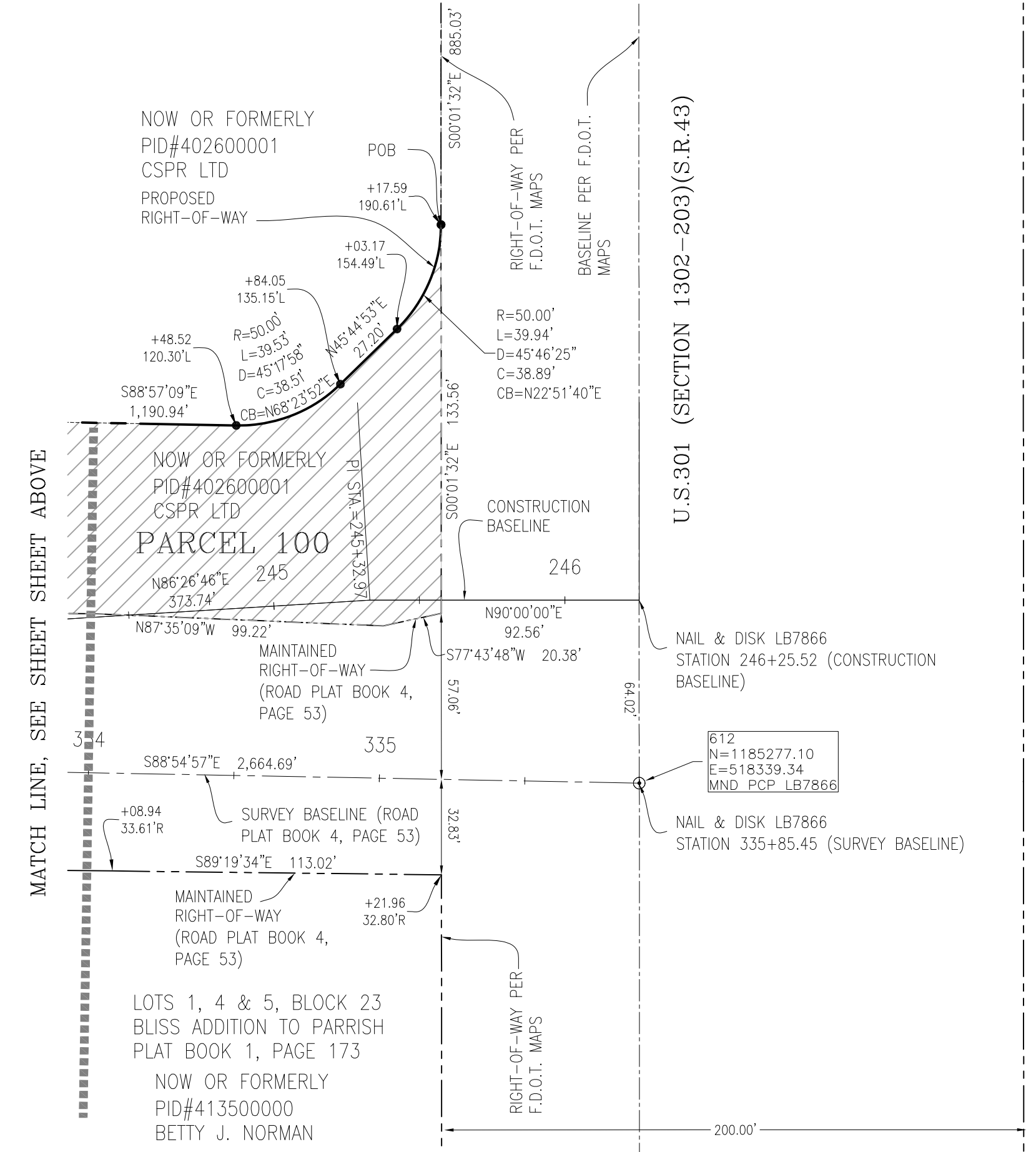
DATE: 2/26/2020	CUSTOMER: NP LAND PARTNERS, LLC
HORIZONTAL SCALE: 1" = 40'	
VERTICAL SCALE: 1" = 10'	
CROSS REFERENCE FILE NO.: 215615900	PROJECT NO.: 215615359
TASK CODE: 610	SHEET NUMBER: 5 of 6
DRAWING/FILE NUMBER: 215615359v-sucw01	



MATCH LINE, SEE SHEET 5

MATCH LINE, SEE SHEET BELOW

SEE SHEET 2 FOR POINT OF COMMENCEMENT



SYMBOL LEGEND

- = FOUND CONCRETE MONUMENT (AS NOTED)
- = FOUND IRON ROD (AS NOTED)
- = FOUND IRON PIPE (AS NOTED)
- = FOUND CAPPED IRON ROD (AS NOTED)
- = 5/8" x 18" IRON ROD SET "LB#7866"
- = NAIL & DISK FOUND (AS NOTED)
- = NAIL & DISK SET "LB#7866"

O.R.B.K. = OFFICIAL RECORDS BOOK O.R.I.# = OFFICIAL RECORDS INSTRUMENT NUMBER
 P. = PAGE
 P.I.# = PROPERTY IDENTIFICATION NUMBER
 P.B. = PLAT BOOK

- = RIGHT-OF-WAY
- - - = PROPOSED RIGHT-OF-WAY
- = ENGINEER BASELINE
- - - = SURVEY BASELINE
- - - = SECTION LINE
- - - = EASEMENT LINE
- - - = LOT LINE
- - - = OWNERSHIP/PLAT BOUNDARY

▨ = ADDITIONAL RIGHT-OF-WAY STILL NEEDED

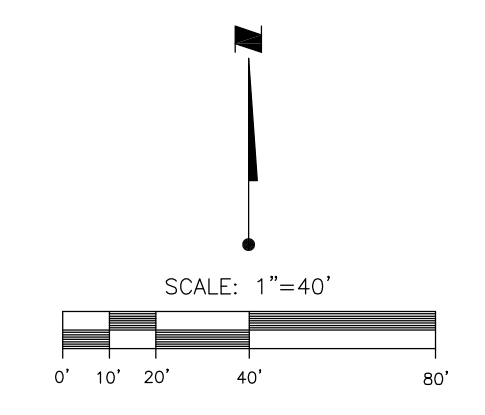


TABLE OF OWNERSHIP

PARCEL NO.	SHEET NO.	NAME	AREA TAKEN	AREA REMAINING	COMMENTS
100	6	CSPR, Ltd., a Florida Limited Partnership	87,565 SQ/FT 2.0102+/- ACRES	1,547,547 SQ/FT 35.5268+/- ACRES	FEE SIMPLE ACQUISITION

NO.	REVISION	DATE	DRAWN BY/EMP. NO.	CHECKED BY/EMP. NO.	FIELD BOOK/PAGE	CHIEF

Stantec
 6900 Professional Parkway East, Sarasota, FL 34240-8414
 Phone 941-907-6900 • Fax 941-907-6910
 Certificate of Authorization #27013 • www.stantec.com
 Licensed Business Number 7866

TITLE: RIGHT-OF-WAY MAP OF MOCCASIN WALLOW ROAD - SEGMENT I IN SECTIONS 19 & 20, TOWNSHIP 33 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA

DATE: 2/26/2020	CLIENT: NP LAND PARTNERS, LLC
HORIZONTAL SCALE: 1" = 40'	
CROSS REFERENCE FILE NO.: 215615900	PROJECT NO.: 215615359
TASK CODE: 610	SHEET NUMBER: 6 OF 6
DRAWING/FILE NUMBER: 215615359v-surrw01	

**SECTION D, SAMPLE CONSTRUCTION AGREEMENT WITH GENERAL
CONDITIONS OF THE CONSTRUCTION AGREEMENT AND AGREEMENT
EXHIBITS**

CONSTRUCTION AGREEMENT

for

STIPULATED SUM

between

MANATEE COUNTY (AS OWNER)

and

_____ (AS CONTRACTOR)

AGREEMENT NO.

**CONSTRUCTION AGREEMENT FOR
STIPULATED SUM
[PROJECT NAME]**

THIS AGREEMENT (“Agreement”) is made and entered into by and between Manatee County, a political subdivision of the State of Florida, referred to herein as “Owner”, and the firm of _____, incorporated in the State of _____ and registered and licensed to do business in the State of Florida (license # _____), referred to herein as “Contractor.”

WHEREAS, the Owner intends to construct **[PROJECT DESCRIPTION]**, the aforementioned improvements being hereinafter referred to and defined as the “Project”; and

WHEREAS, in response to Owner’s Invitation for Bid Construction No. _____ (the “IFBC”), Contractor has submitted its Bid (the “Contractor’s Bid”) to provide the aforementioned construction services.

NOW THEREFORE, the Owner and the Contractor, in consideration of the mutual covenants hereinafter set forth, the sufficiency of which is hereby acknowledged, agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement and attached Exhibits, the attached General Conditions of the Construction Agreement, Supplementary Conditions (if any), Special Conditions (if any), Drawings (the titles of which are attached hereto as Exhibit A), Specifications (the titles of which are attached hereto as Exhibit B), Addenda issued prior to execution of this Agreement, the Invitation for Bid (including any Instructions to Bidders, Scope of Work, Bid Summary, Supplements, and Technical Specifications), any interpretations issued pursuant to the Invitation for Bid, the Contractor’s Bid, permits, notice of intent to award, Notice to Proceed, purchase order(s), any other documents listed in this Agreement, and Modifications [to include written Amendment(s), Change Order(s), Work Directive Change(s) and Field Directive(s)] issued after execution of this Agreement. These form the Agreement, and are as fully a part of the Agreement as if attached or repeated herein. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. No other documents shall be considered Contract Documents.

2. Work. The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

3. Date of Commencement and Substantial Completion.

A. Date of Commencement. The date of commencement of the Work shall be the date fixed in a Notice to Proceed issued by the Owner.

B. Contract Time. The Contract Time shall be measured from the date of commencement.

C. Substantial Completion. The Contractor shall achieve Substantial Completion of the entire Work not later than ___ days from the date of commencement, or as follows:

Portion of Work	Substantial Completion Date
------------------------	------------------------------------

subject to adjustments of this Contract Time as provided in the Contract Documents.

Time is of the essence in the Contract Documents and all obligations thereunder. If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents (to include not only the entire Work but any portion of the Work as set forth above), the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the sum of \$_____ per calendar day, commencing upon the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur because of delayed completion of the Work. The Owner may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the Owner at the demand of the Owner, together with interest from the date of the demand at the maximum allowable rate.

4. Contract Sum.

A. Payment. The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be _____ Dollars and Zero Cents (\$_____), subject to additions and deductions as provided in the Contract Documents.

B. Alternates. The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner. *(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

C. Unit Prices. Unit prices, if any, are reflected in the Contractor's Bid.

5. Payments.

A. Progress Payments.

(1) Based upon Applications for Payment submitted to the Architect/Engineer by the Contractor and Certificates for Payment issued by the Architect/Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

(2) The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

- (3) Payments shall be made by Owner in accordance with the requirements of Section 218.735, Florida Statutes.
- (4) Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect/Engineer may require. This schedule, unless objected to by the Owner or Architect/Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment.
- (5) Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- (6) Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 - i. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5.00%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 3.3.B. of the General Conditions;
 - ii. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), supported by paid receipts, less retainage of five percent (5.00%);
 - iii. Subtract the aggregate of previous payments made by the Owner; and
 - iv. Subtract amounts, if any, for which the Architect/Engineer has withheld or nullified an Application for Payment, in whole or in part as provided in Section 3.3.C. of the General Conditions.
- (7) The progress payment amount determined in accordance with Section 5.A(6) shall be further modified under the following circumstances:
 - i. Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect/Engineer shall determine for

incomplete Work, retainage applicable to such work and unsettled claims.

- ii. Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 3.2.B. of the General Conditions.

- (8) Reduction or limitation of retainage, if any, shall be as follows:

Notwithstanding the foregoing, upon completion of at least 50% of the Work, as determined by the Architect/Engineer and Owner, the Owner may, with the concurrence of the Architect/Engineer, reduce to two and one-half percent (2.5%) the amount of retainage withheld from each subsequent progress payment.

- (9) Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

B. Final Payment. Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- (1) The Contractor has fully performed the Work except for the Contractor's responsibility to correct Work as provided in Section 2.4.C. of the General Conditions, and to satisfy other requirements, if any, which extend beyond final payment; and

- (2) A final Application for Payment has been approved by the Architect/Engineer.

6. Termination or Suspension.

A. Termination. The Agreement may be terminated by the Owner or the Contractor as provided in Article XIV of the General Conditions.

B. Suspension by Owner. The Work may be suspended by the Owner as provided in Article XIV of the General Conditions.

7. Other Provisions.

A. Substantial Completion Defined. Substantial Completion shall be defined as provided in Article I of the General Conditions. In the event a temporary certificate of occupancy or completion is issued establishing Substantial Completion, the Contractor shall diligently pursue the issuance of a permanent certificate of occupancy or completion.

B. Project Meetings. There shall be a project meeting, at the jobsite or other location acceptable to the parties, on a regularly scheduled basis. The meeting will be attended by a representative of the Contractor, Architect/Engineer and Owner. These representatives shall be authorized to make decisions that are not otherwise contrary to the requirements of this Agreement.

C. Weather. Any rainfall, temperatures below 32 degrees Fahrenheit or winds greater than 25 m.p.h. which actually prevents Work on a given day, shall be considered lost time and an additional day added to the Contract Time, provided no work could be done on site, and provided written notice has been submitted to the Owner by the Contractor documenting same.

D. Shop Drawings; Critical Submittals. In consideration of the impact of timely review of submittals and shop drawings on the overall progress of the Work, it is hereby agreed that the Owner shall cause his agents and design professionals to accomplish the review of any particular "critical" submittals and/or shop drawings and return same to the Contractor within fourteen (14) days.

E. Applications for Payment. Applications for Payment shall be submitted once monthly at regular intervals and shall include detailed documentation of all costs incurred.

F. Punch List. Within 30 days after obtainment of Substantial Completion, the Owner shall generate a "punch list" of all work items requiring remedial attention by the Contractor. Within 5 days thereafter the Architect/Engineer shall assign a fair value to the punch list items, which sum shall be deducted from the next scheduled progress payment to the Contractor. Upon satisfactory completion of the punch list items, as certified by the Architect/Engineer, the previously deducted sum shall be paid to the Contractor.

G. Closeout documentation. Within 30 days after obtainment of Substantial Completion and before final payment, Contractor shall gather and deliver to Owner all warranty documentation, all manufacturer's product and warranty literature, all manuals (including parts and technical manuals), all schematics and handbooks, and all as-built drawings.

H. Governing Provisions; Conflicts. In the event of a conflict between this Agreement and the Specifications or as between the General Conditions and the Specifications, the Specifications shall govern.

I. E-Verify. The Contractor's employment of unauthorized aliens is a violation of Section 274(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of all Subcontractors.

8. Insurance and Bonding. If and to the extent required by the Invitation for Bid documents, the Contractor shall furnish insurance coverage for (but not necessarily limited to) workers' compensation, commercial general liability, auto liability, excess liability, and builder's risk. The Contractor shall furnish to the Owner all appropriate policies and Certificate(s) of Insurance. The Contractor shall also post a Payment and Performance Bond for the Contract Sum, within ten (10) days following notification of intent to award, and otherwise in accordance with the Invitation for Bid documents.

9. Independent Contractor. The Contractor acknowledges that it is functioning as an independent contractor in performing under the terms of this Agreement, and it is not acting as an employee of the Owner.

10. Entire Agreement. This Agreement (inclusive of the Contract Documents incorporated herein by reference) represents the full agreement of the parties.

11. Amendments; Waivers; Assignment.

A. Amendments. This Agreement may be amended only pursuant to an instrument in writing that has been jointly executed by authorized representatives of the parties hereto.

B. Waivers. Neither this Agreement nor any portion of it may be modified or waived orally. However, each party (through its governing body or properly authorized officer) shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

C. Assignment. The rights and obligations of either party to this Agreement may be assigned to a third party only pursuant to a written amendment hereto.

12. Validity. Each of the Owner and Contractor represents and warrants to the other its respective authority to enter into this Agreement.

13. Covenant to Defend. Neither the validity of this Agreement nor the validity of any portion hereof may be challenged by any party hereto, and each party hereto hereby waives any right to initiate any such challenge. Furthermore, if this Agreement or any portion hereof is challenged by a third party in any judicial, administrative, or appellate proceeding (each party hereby covenanting with the other party not to initiate, encourage, foster, promote, cooperate with, or acquiesce to such challenge), the parties hereto collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through a final judicial determination or other resolution, unless all parties mutually agree in writing not to defend such challenge or not to appeal any decision invalidating this Agreement or any portion thereof.

14. Disclaimer of Third-Party Beneficiaries; Successors and Assigns. This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof. This Agreement shall be binding upon, and its benefits and advantages shall inure to, the successors and assigns of the parties hereto.

15. Construction.

A. Headings and Captions. The headings and captions of articles, sections, and paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or be taken into consideration in interpreting this Agreement.

B. Legal References. All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to “applicable law” and “general law” shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

16. Severability. The provisions of this Agreement are declared by the parties hereto to be severable. In the event any term or provision of this Agreement shall be held invalid by a court of competent jurisdiction, such invalid term or provision should not affect the validity of any other term or provision hereof; and all such terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Agreement; provided, however, if any term or provision of this Agreement is held to be invalid due to the scope or extent thereof, then, to the extent permitted by law, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

17. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Florida. Venue for any petition for writ of certiorari or other court action allowed by this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida.

18. Attorney’s Fees and Costs. In any claim dispute procedure or litigation arising from this Agreement, each party hereto shall be solely responsible for paying its attorney’s fees and costs.

19. Notices. All notices, comments, consents, objections, approvals, waivers, and elections under this Agreement shall be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested, or by electronic mail with delivery confirmation. All such communications shall be addressed to the applicable addressees set forth below or as any party may otherwise designate in the manner prescribed herein.

To the Owner: _____

Email: _____

To the Contractor: _____

Email: _____

Notices, comments, consents, objections, approvals, waivers, and elections shall be deemed given when received by the party for whom such communication is intended at such party's address herein specified, or such other physical address or email address as such party may have substituted by notice to the other.

20. Public Records Law. The Contractor shall comply with the Florida Public Records Act (Chapter 119, Florida Statutes), and shall:

- A. Keep and maintain public records required by the Owner to perform the services called for in this Agreement.
- B. Upon request from the Owner's custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the Owner.
- D. Upon completion of this Agreement, transfer, at no cost, to the Owner all public records in possession of the Contractor or keep and maintain such public records. If the Contractor transfers all public records to the Owner upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE OWNER'S CUSTODIAN OF PUBLIC RECORDS AT 941-748-4501, EXT. 5845; DEBBIE.SCACCIANOCE@MYMANATEE.ORG; POST OFFICE BOX 1000, BRADENTON, FLORIDA 34206.

21. Exhibits. Exhibits to this Agreement are as follows:

Exhibit A—Title(s) of Drawings

Exhibit B—Title(s) of Specifications

Exhibit C—Affidavit of No Conflict

Exhibit D—Certificate(s) of Insurance

Exhibit E—Payment and Performance Bond

Exhibit F—Standard Forms

- 1—Application for Payment
- 2—Certificate of Substantial Completion
- 3—Final Reconciliation / Warranty / Affidavit
- 4—Change Order

(Remainder of this page intentionally left blank)

SAMPLE

WHEREFORE, the parties hereto have executed this Agreement as of the date last executed below.

Name of Contractor

By: _____

Printed Name: _____

Title: _____

Date: _____

MANATEE COUNTY, a political subdivision
of the State of Florida

By: _____

Printed Name: _____

Title: _____

Date: _____

SAMPLE

GENERAL CONDITIONS
of the
CONSTRUCTION AGREEMENT

SAMPLE

TABLE OF CONTENTS FOR GENERAL CONDITIONS

	<u>Page</u>
Article I -- Definitions.....	GC-1
1.1 Definitions.....	GC-1
A. Acceptance	GC-1
B. Application for Payment.....	GC-1
C. Architect/Engineer	GC-1
D. Change Order	GC-1
E. Construction Services.....	GC-1
F. Construction Team	GC-1
G. Contract Sum.....	GC-1
H. Contract Time.....	GC-1
I. Contractor's Personnel.....	GC-1
J. Days	GC-1
K. Defective.....	GC-2
L. Field Directive.....	GC-2
M. Final Completion Date.....	GC-2
N. Float Time.....	GC-2
O. Force Majeure	GC-2
P. Notice to Proceed	GC-2
Q. Owner	GC-2
R. Owner's Project Representative.....	GC-2
S. Payment and Performance Bond.....	GC-2
T. Permitting Authority.....	GC-2
U. Procurement Ordinance	GC-2
V. Progress Report.....	GC-2
W. Project.....	GC-2
X. Project Costs	GC-3
Y. Project Manager.....	GC-3
Z. Project Plans and Specifications.....	GC-3
AA Project Schedule.....	GC-3
BB. Project Site.....	GC-3
CC. Subcontractor	GC-3
DD. Substantial Completion and Substantially Complete.....	GC-3
EE. Substantial Completion Date	GC-3
FF. Substitute.....	GC-3
GG. Unit Price Work	GC-4
HH. Work.....	GC-4
II. Work Directive Change.....	GC-4
Article II -- Relationship and Responsibilities	GC-4
2.1 Relationship between Contractor and Owner	GC-4
A. Purpose.....	GC-4
B. Construction Team	GC-4
C. Owner's Reliance on Bid (or GMP).....	GC-4

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

A. Adjustments.....	GC-18
B. Valuation	GC-18
C. Unit Price Work	GC-19
3.2 Schedule of Compensation.....	GC-19
A. Periodic Payments for Services	GC-19
B. Payment for Materials and Equipment	GC-19
C. Credit toward Contract Sum	GC-19
3.3 Invoice and Payment.....	GC-20
A. Invoices.....	GC-20
B. Additional Information; Processing of Invoices	GC-20
C. Architect/Engineer's Approval.....	GC-20
D. Warrants of Contractor with Respect to Payments.....	GC-20
E. All Compensation Included	GC-20
Article IV -- Subcontractors.....	GC-21
4.1 Subcontracts.....	GC-21
A. Subcontracts Generally	GC-21
B. No Damages for Delay	GC-21
C. Subcontractual Relations	GC-21
D. Insurance; Acts & Omissions.....	GC-22
4.2 Relationship and Responsibilities	GC-22
4.3 Payments to Subcontractors; Monthly Statements.....	GC-22
A. Payment	GC-22
B. Final Payment of Subcontractors	GC-22
4.4 Responsibility for Subcontractors.....	GC-22
4.5 Contingent Assignment of Subcontracts.....	GC-23
Article V -- Changes in Work	GC-23
5.1 General.....	GC-23
5.2 Minor Changes in the Work.....	GC-23
5.3 Emergencies.....	GC-24
5.4 Concealed Conditions.....	GC-24
5.5 Hazardous Materials	GC-24
5.6 Change Orders; Adjustments to Contract Sum	GC-25
A. Change Orders Generally	GC-25
5.7 Owner-Initiated Changes	GC-25
5.8 Unauthorized Work.....	GC-25
5.9 Defective Work.....	GC-25
5.10 Estimates for Changes.....	GC-26
5.11 Form of Proposed Changes.....	GC-26
5.12 Changes to Contract Time.....	GC-26
Article VI -- Role of Architect/Engineer	GC-26
6.1 General.....	GC-26
A. Retaining.....	GC-26
B. Duties.....	GC-26
C. Termination	GC-26
6.2 Administration	GC-27

<i>A. Site Visits</i>	GC-27
<i>B. Reporting</i>	GC-27
6.3 Interpretation of Project Plans and Specifications	GC-27
6.4 Rejection of Non-Conforming Work	GC-27
6.5 Correction of Work	GC-27
6.6 Timely Performance of Architect/Engineer	GC-28
Article VII -- Owner's Rights and Responsibilities	GC-28
7.1 Project Site; Title	GC-28
7.2 Project Plans and Specifications; Architect/Engineer	GC-28
7.3 Surveys; Soil Tests and Other Project Site Information	GC-28
7.4 Information; Communication; Coordination.....	GC-29
7.5 Governmental Body	GC-29
7.6 Pre-Completion Acceptance	GC-29
7.7 Ownership and Use of Drawings, Specifications and Other Instruments of Service.....	GC-29
7.8 Owner's Project Representative.....	GC-30
<i>A. Responsibilities</i>	GC-30
<i>B. Limitations</i>	GC-31
Article VIII -- Resolution of Disagreements; Claims for Compensation.....	GC-31
8.1 Owner to Decide Disputes	GC-31
8.2 Finality	GC-31
8.3 No Damages for Delay.....	GC-31
8.4 Permitted Claims Procedure.....	GC-32
8.5 Contract Claims and Disputes.....	GC-32
8.6 Claims for Consequential Damages.....	GC-33
Article IX -- Indemnity	GC-33
9.1 Indemnity	GC-33
<i>A. Indemnification Generally</i>	GC-33
<i>B. Indemnification; Enforcement Actions</i>	GC-33
<i>C. Claims by Employees</i>	GC-33
9.2 Duty to Defend.....	GC-33
Article X-- Accounting Records; Ownership of Documents	GC-33
10.1 Accounting Records.....	GC-34
10.2 Inspection and Audit	GC-34
10.3 Access	GC-34
10.4 Ownership of Documents.....	GC-34
Article XI -- Public Contract Laws	GC-35
11.1 Equal Opportunity Employment	GC-35
<i>A. Employment</i>	GC-35
<i>B. Participation</i>	GC-35
11.2 Immigration Reform and Control Act of 1986	GC-35
11.3 No Conflict of Interest	GC-35

<i>A. No Interest in Business Activity</i>	GC-35
<i>B. No Appearance of Conflict</i>	GC-36
11.4 Truth in Negotiations	GC-36
11.5 Public Entity Crimes	GC-36
Article XII-- Force Majeure, Fire or Other Casualty.....	GC-36
12.1 Force Majeure	GC-36
<i>A. Unavoidable Delays</i>	GC-36
<i>B. Concurrent Contractor Delays</i>	GC-36
<i>C. Notice; Mitigation</i>	GC-36
12.2 Casualty; Actions by Owner and Contractor	GC-37
12.3 Approval of Plans and Specifications	GC-37
12.4 Notice of Loss or Damage	GC-37
Article XIII -- Representations, Warranties and Covenants	GC-38
13.1 Representations and Warranties of Contractor	GC-38
13.2 Representations of the Owner	GC-40
Article XIV -- Termination and Suspension.....	GC-41
14.1 Termination for Cause by Owner.....	GC-41
<i>A. Nonperformance</i>	GC-41
<i>B. Insolvency</i>	GC-42
<i>C. Illegality</i>	GC-42
<i>D. Rights of Owner</i>	GC-42
14.2 Termination without Cause by Owner	GC-42
<i>A. Release of Contractor</i>	GC-43
<i>B. Waiver of Protest</i>	GC-43
14.3 Suspension without Cause	GC-43
14.4 Termination Based Upon Abandonment, Casualty or Force Majeure	GC-43
14.5 Vacation of Project Site; Delivery of Documents.....	GC-43
14.6 Termination by the Contractor.....	GC-44

GENERAL CONDITIONS
ARTICLE I
DEFINITIONS

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

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

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

C. Architect/Engineer: _____, a _____ corporation or limited liability company, registered and licensed to do business in the State of Florida, OR _____, an employee of Owner.

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

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

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

G. Contract Sum: The total compensation to be paid to the Contractor for Construction Services rendered pursuant to the Contract Documents, as set forth in Contractor's Bid (or Guaranteed Maximum Price Addendum), unless adjusted in accordance with the terms of the Contract Documents

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

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

J. Days: Calendar days except when specified differently. When time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or legal holiday, such day will be omitted from the computation.

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

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

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

N. Float Time: The time available in the Project Schedule during which an unexpected activity can be completed without delaying Substantial Completion of the Work.

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

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

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

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

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

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

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

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

W. Project: The total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by Owner and by separate contractors. For the purposes of the Contract Documents, the term Project shall

include all areas of proposed improvements and all areas which may reasonably be judged to have an impact on the Project.

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

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

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

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

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

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

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

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

FF. Substitute: Materials or equipment offered by the Contractor as an alternative to that set forth in the Project Plans and Specifications, where (i) the Project Plans and Specifications do not authorize an "approved equal", or (ii) the Owner, in its reasonable discretion, determines that a pre-authorized "approved equal" will result in a substantial change to the Work because of cost, quality or other difference in comparison to the materials or equipment specified.

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

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

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

ARTICLE II RELATIONSHIP AND RESPONSIBILITIES

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

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

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

C. Owner’s Reliance on Bid (or Guaranteed Maximum Price Addendum). The Contractor acknowledges that the representations, statements, information and pricing contained in its Bid (or Guaranteed Maximum Price Addendum) have been relied upon by the Owner and have resulted in the award of this Project to the Contractor.

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

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

B. Cooperation with Architect/Engineer. The Contractor's services shall be provided in conjunction with the services of the Architect/Engineer. In the performance of professional services, the Contractor acknowledges that time is critical for Project delivery. The Contractor acknowledges that timely construction utilizing the services of an Architect/Engineer and a Contractor requires maximum cooperation between all parties.

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

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

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

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

extent required by the Contract Documents, and shall provide for expeditious and practicable execution of Work.

- A. The Project Schedule shall show a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of Work, subject to review of Owner and Architect/Engineer and approval or rejection by Owner. The Project Schedule shall show, at a minimum, the approximate dates on which each segment of the Work is expected to be started and finished, the proposed traffic flows during each month, the anticipated earnings by the Contractor for each month and the approximate number of crews and equipment to be used. The Project Schedule shall include all phases of procurement, approval of shop drawings, proposed Change Orders in progress, schedules for Change Orders, and performance testing requirements. The Project Schedule shall include a construction commencement date and Project Substantial Completion Date, which dates shall accommodate known or reasonably anticipated geographic, atmospheric and weather conditions.
- B. The Project Schedule shall serve as the framework for the subsequent development of all detailed schedules. The Project Schedule shall be used to verify Contractor performance and to allow the Owner's Project Representative to monitor the Contractor's efforts.
- C. The Project Schedule may be adjusted by the Contractor pursuant to Article V. The Owner shall have the right to reschedule Work provided such rescheduling is in accord with the remainder of terms of the Contract Documents.
- D. The Contractor shall prepare a submittal schedule, promptly after being awarded the Agreement and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect/Engineer's approval. The Architect/Engineer's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect/Engineer reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.
- E. The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect/Engineer.

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

A. Construction of Project. The Contractor shall work from the receipt of a Notice to Proceed through the Substantial Completion of the Project in accordance with the terms of the Contract Documents to manage the construction of the Project. The Construction Services provided by the Contractor to construct the Project shall include without limitation (1) all services

necessary and commensurate with established construction standards, and (2) all services described in the Invitation for Bid (or Request for Proposal) and the Bid (or Guaranteed Maximum Price Addendum).

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

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

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

E. Accountability for Work. The Contractor shall be solely accountable for its Work, including plans review and complete submittals. The Contractor shall be solely responsible for means, methods, techniques, sequences and procedures of construction. If a specific means, method, technique, sequence or procedure of construction is required by the Contract Documents, the Contractor may utilize an alternative means, method, technique, sequence or procedure acceptable to the Architect/Engineer if the Contractor submits sufficient information to allow the Architect/Engineer to determine that the alternative is equivalent to that required by the Contract Documents.

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

G. Governing Specifications. In the absence of specified Owner design standards or guidelines, the Architect/Engineer shall use, and the Contractor shall comply with, the most recent version of the applicable FDOT or AASHTO design standards. In general, the Project shall be constructed by the Contractor in accordance with applicable industry standards. The Contractor shall be responsible for utilizing and maintaining current knowledge of any laws,

ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications or other mandates relevant to the Project or the services to be performed.

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

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

(1) The Contractor, as soon as practicable after award of the Agreement, shall furnish in writing to the Owner through the Architect/Engineer the name and qualifications of the proposed superintendent. The Architect/Engineer may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect/Engineer has reasonable objection to the proposed superintendent or (2) that the Architect/Engineer requires additional time to review. Failure of the Architect/Engineer to reply within 14 days shall constitute notice of no reasonable objection.

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

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

K. Overtime-Related Costs. Contractor shall pay for all additional Architect/Engineer charges, inspection costs and Owner staff time for any overtime work which may be authorized. Such additional charges shall be an obligation of Contractor and no extra payment shall be made by Owner because such overtime work. At Owner's option, such overtime costs may be deducted from Contractor's monthly payment request or Contractor's retainage prior to release of final payment. Contractor's obligation to pay all overtime-related costs shall not apply if Contractor is directed by Owner to work overtime solely for Owner's convenience.

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

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

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

O. Safety and Protection. Contractor shall comply with all applicable federal, state and local safety regulations. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:

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

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

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

Q. Substitutes. For Substitutes not included with the Bid (or Guaranteed Maximum Price Addendum), but submitted after the effective date of the Agreement (or

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

- (1) Architect/Engineer will be allowed a reasonable time within which to evaluate each proposed Substitute. Architect/Engineer will be the sole judge of acceptability and no Substitute will be ordered, installed or utilized without Architect/Engineer's prior written acceptance which will be evidenced by either a Change Order or an approved shop drawing. Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any Substitute.
- (2) Contractor shall reimburse Owner for the charges of Architect/Engineer and Architect/Engineer's Consultants for evaluating each proposed Substitute submitted after the effective date of the Agreement and all costs resulting from any delays in the Work while the Substitute was undergoing review.

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

S. Suitability of Project Site. The Contractor has, by careful examination, satisfied itself as to the nature and location of the Work and all other matters which can in any way affect the Work, including, but not limited to details pertaining to borings, as shown on the drawings. Such boring information is not guaranteed to be more than a general indication of the materials likely to be found adjacent to holes bored at the Project Site, approximately at the locations indicated. The Contractor has examined boring data, where available, made its own interpretation of the subsurface conditions and other preliminary data, and has based its Bid (or Guaranteed Maximum Price Addendum) on its own opinion of the conditions likely to be

encountered. Except as specifically provided in Sections 2.4.U., 5.4 and 5.5, no extra compensation or extension of time will be considered for any Project Site conditions that existed at the time of bidding (or at the time of execution of the Guaranteed Maximum Price Addendum). No verbal agreement or conversation with any officer, agent or employee of the Owner, before or after the execution of the Agreement, shall affect or modify any of the terms or obligations herein contained.

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

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

- (1) The dates of Substantial Completion shall be equitably adjusted based on delays, if any, incurred in connection with remediation efforts.
- (2) Contractor, and any Subcontractors which have mobilized on the Project Site, shall be paid for demonstrated costs of overhead operations at the Project Site during any period of delay of more than seven (7) days, except to the extent that Work proceeds concurrently with remediation. The categories of costs to be reimbursed are limited to those reasonably incurred at the jobsite during the delay period (such as trailers or offices, telephones, faxes, and the like); equipment dedicated to the Project and located at the Project Site; salaries and associated costs of personnel dedicated to the Project to the extent that they do not perform work on other projects; and other jobsite costs that are reasonable and which are incurred during the delay period. Subcontractors and suppliers which have not mobilized are limited to the costs set forth in Section 2.4.U(3).
- (3) Contractor and any Subcontractor or supplier on the Project who is eligible for compensation shall be paid any demonstrated costs of escalation in materials or labor, and reasonable costs of off-site storage of materials identified to the Project, arising because of any delay of more than seven (7) days. Such Contractor, Subcontractors and suppliers are obligated to take all reasonable steps to mitigate escalation costs, such as through early purchase of materials.

- (4) Contractor, for itself and all Subcontractors and suppliers on the Project, hereby agrees that the extension of time for delays under Section 2.4.U(1), and payment of the costs identified in Sections 2.4.U(2) and/or Section 2.4.U(3), are the sole remedies for costs and delays described in this Section, and waives all claims and demands for extended home office overhead (including, but not limited to, "Eichleay" claims), lost profit or lost opportunities, and any special, indirect, or consequential damages arising as a result of delays described in this Section. The Contract Sum shall be adjusted to reflect payment of allowable costs.
- (5) If any delay described in this section causes the time or cost for the Project to exceed the Contract Time or the Contact Sum, then the Owner may terminate the Agreement pursuant to Section 14.2.
- (6) Contractor and any Subcontractor or supplier seeking additional costs under this Section 2.4.U. shall promptly submit estimates or any costs as requested by Owner, and detailed back-up for all costs when payment is sought or whenever reasonably requested by Owner. All costs are auditable, at Owner's discretion. Bid, estimate and pricing information reasonably related to any request for additional compensation will be provided promptly upon request.
- (7) Contractor shall include provisions in its subcontracts and purchase orders consistent with this Section.

V. Interfacing.

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

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

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

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

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

- (1) Building Permit. The Owner and Architect/Engineer shall provide such information to any Permitting Authority as is necessary to obtain approval from the Permitting Authority to commence construction prior to beginning construction. The Contractor shall pull any required building permit, and shall be responsible for delivering and posting the building permit at the Project Site prior to the commencement of construction. The cost of the building permit is included in the Contract Sum. The Owner and Architect/Engineer shall fully cooperate with the Contractor when and where necessary.
- (2) Code Inspections. The Project requires detailed code compliance inspection during construction in disciplines determined by any Permitting Authority. These disciplines normally include, but are not necessarily limited to, structural, mechanical, electrical, plumbing, general building and fire. The Contractor shall notify the appropriate inspector(s) and the Architect/Engineer, no less than 24 hours in advance, when the Work is ready for inspection and before the Work is covered up. All inspections shall be made for conformance with the applicable ordinances and building codes. Costs for all re-inspections of Work found defective and subsequently repaired shall not be included as Project Costs and shall be borne by the Contractor or as provided in the contract between Contractor and Subcontractor.

- (3) Contractor's Personnel. The Contractor shall maintain sufficient off-site support staff and competent full-time staff at the Project Site authorized to act on behalf of the Contractor to coordinate, inspect, and provide general direction of the Work and progress of the Subcontractors. At all times during the performance of the Work, the Owner shall have the right to demand replacement of Contractor Personnel to whom the Owner has reasonable objection, without liability to the Contractor.
- (4) Lines of Authority. To provide general direction of the Work, the Contractor shall establish and maintain lines of authority for its personnel and shall provide this information to the Owner and all other affected parties, such as the code inspectors of any Permitting Authority, the Subcontractors, and the Architect/Engineer. The Owner and Architect/Engineer may attend meetings between the Contractor and his Subcontractors; however, such attendance is optional and shall not diminish either the authority or responsibility of the Contractor to administer the subcontracts.

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

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

CC. Job Requirements.

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

suppliers and distributors; daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures, and provide copies of same to Owner/Architect/Engineer;

- (l) Record names, addresses and telephone numbers of all Contractors, Subcontractors and major suppliers of materials and equipment;
 - (m) Furnish Owner/Architect/Engineer periodic reports, as required, of progress of the Work and Contractor's compliance with the approved progress schedule and schedule of shop drawing submissions;
 - (n) Consult with Owner/Architect/Engineer in advance of scheduling major tests, inspections or start of important phases of the Work;
 - (o) Verify, during the course of the Work, that certificates, maintenance and operations manuals and other data required to be assembled and furnished are applicable to the items actually installed, and deliver same to Owner/Architect/Engineer for review prior to final Acceptance of the Work; and
 - (p) Cooperate with Owner in the administration of grants.
- (2) The Contractor shall provide personnel and equipment, or shall arrange for separate Subcontractors to provide each of the following as a Project Cost:
- (a) Services of independent testing laboratories, and provide the necessary testing of materials to ensure conformance to contract requirements; and
 - (b) Printing and distribution of all required bidding documents and shop drawings, including the sets required by Permitting Authority inspectors.

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

EE. Progress Reports. The Contractor shall forward to the Owner, as soon as practicable after the first day of each month, a summary report of the progress of the various parts of the Work, to include those parts of the Work in fabrication and in the field, stating the existing status, estimated time of completion and cause of delay, if any. Together with the summary report, the Contractor shall submit any necessary revisions to the original schedule for the Owner's review

and approval. In addition, more detailed schedules may be required by the Owner for daily traffic control.

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

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

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

HH. Schedule of Values. Unit prices shall be established for this Agreement by the submission of a schedule of values within ten (10) days of receipt of the Notice to Proceed. The schedule shall include quantities and prices of items equaling the Contract Sum and will subdivide the Work into components in sufficient detail to serve as the basis for progress payments during construction. Such prices shall include an appropriate amount of overhead and profit applicable to each item of Work. Upon request of the County, the Contractor shall support the values with data which will substantiate their correctness.

II. Other Contracts. The Owner reserves the right to let other contracts in connection with this Work. The Contractor shall afford other contractors reasonable

opportunity for the introduction and storage of their materials and execution of their work, and promptly connect and coordinate the Work with theirs.

ARTICLE III COMPENSATION

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

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

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

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

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

- (1) If the total cost of a particular item of Unit Price Work amounts to 5% or more of the Contract Sum and the variation in the quantity of the particular item of Unit Price Work performed by Contractor differs by more than 15% from the estimated quantity of such item indicated in the Agreement; and
- (2) If there is no corresponding adjustment with respect to any other item of Work; and
 - (i) If Contractor believes that it has incurred additional expense as a result thereof; or
 - (ii) If Owner believes that the quantity variation entitles it to an

adjustment in the unit price; or

- (iii) If the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

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

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

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

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

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

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

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

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

D. Warrants of Contractor with Respect to Payments. The Contractor warrants that (1) upon payment of any retainage, materials and equipment covered by a partial payment

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

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

ARTICLE IV SUBCONTRACTORS

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

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

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

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

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

"LIMITATION OF REMEDIES – NO DAMAGES FOR DELAY. The Subcontractor's exclusive remedy for delays in the performance of the

contract caused by events beyond its control, including delays claimed to be caused by the Owner or Architect/Engineer or attributable to the Owner or Architect/Engineer and including claims based on breach of contract or negligence, shall be an extension of its contract time and shall in no way involve any monetary claim.”

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V CHANGES IN WORK

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

shall proceed promptly, unless otherwise provided in the Change Order, Work Directive Change or order for a minor change in the Work.

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

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

5.4 Concealed Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect/Engineer before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. The Architect/Engineer will promptly investigate such conditions and, if the Architect/Engineer determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect/Engineer determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect/Engineer shall promptly notify the Owner and Contractor in writing, stating the reasons. If the Contractor disputes the Architect/Engineer's determination or recommendation, the Contractor may proceed as provided in Article VIII. If the Owner disputes the Architect/Engineer's determination or recommendation, the Owner may appeal directly to the Purchasing Official and shall thereafter follow the process set forth in Section 8.5.

5.5 Hazardous Materials. In the event the Contractor encounters on the Project Site material reasonably believed to be hazardous, petroleum or petroleum related products, or other hazardous or toxic substances, except as provided in Section 2.4.U, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and the Architect/Engineer in writing. The Work in the affected area shall not thereafter be resumed except by Change Order or written amendment, if in fact the material or substance has not been rendered harmless. The Work in the affected area shall be resumed when the Project Site has been rendered harmless, in accordance with the final determination by the Architect/Engineer or other appropriate professional employed by Owner. The Contractor shall not be required to perform without its consent any Work relating to hazardous materials, petroleum or petroleum related products, or

other hazardous or toxic substances. In the event the Contractor encounters on the Project Site materials believed in good faith to be hazardous or contaminated material, and the presence of such hazardous or contaminated material was not known and planned for at the time the Contractor submitted its Bid (or Guaranteed Maximum Price proposal), and it is necessary for the Contractor to stop Work in the area affected and delays Work for more than a seven (7) day period, adjustments to the Contract Sum and/or Contract Time shall be made in accordance with this Article V.

5.6 Change Orders; Adjustments to Contract Sum.

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

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

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

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

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

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

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

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

5.12 Changes to Contract Time. The Contract Time may only be changed pursuant to a Change Order or a written amendment to the Contract Documents. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making the claim to the other party. Notice of the extent of the claim with supporting data shall be delivered within fifteen (15) days from detection or beginning of such occurrence and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled to because of the occurrence of said event. The Contract time will be extended in an amount equal to time lost due to delays beyond the control of Contractor. Such delays shall include, but not be limited to, acts or neglect by Owner or others performing additional Work; or to fires, floods, epidemics, abnormal weather conditions or acts of God. Failure to deliver a written notice of claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.

ARTICLE VI ROLE OF ARCHITECT/ENGINEER

6.1 General.

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

B. Duties. Duties, responsibilities and limitations of authority of the Architect/Engineer as set forth in the Contract Documents shall not be restricted, modified or

extended without written consent of the Owner and Architect/Engineer. Consent shall not be unreasonably withheld.

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

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

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

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

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

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

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

rejected Work, including compensation for Architect/Engineer's additional services made necessary thereby.

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

ARTICLE VII OWNER'S RIGHTS AND RESPONSIBILITIES

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

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

7.3 Surveys; Soil Tests and Other Project Site Information. Owner shall be responsible for providing a legal description and certified land survey of the Project Site in a form and content and with such specificity as may be required by the Architect/Engineer and Contractor to perform their services. To the extent deemed necessary by Owner and Architect/Engineer, and solely at Owner's expense, Owner may engage the services of a geotechnical consultant to perform test borings and other underground soils testing as may be deemed necessary by the Architect/Engineer or the Contractor. Contractor shall not be obligated to provide such surveys or

soil tests and shall be entitled to rely upon the accuracy and completeness of the information provided; subject, however, to the provisions of Section 2.4.S hereof. Owner shall provide Contractor, as soon as reasonably possible following the execution of the Contract Documents, all surveys or other survey information in its possession describing the physical characteristics of the Project Site, together with soils reports, subsurface investigations, utility locations, deed restrictions, easements, and legal descriptions then in its possession or control. Upon receipt of all surveys, soils tests, and other Project Site information, Contractor shall promptly advise Owner of any inadequacies in such information and of the need for any additional surveys, soils or subsoil tests. In performing this Work, Contractor shall use the standard of care of experienced contractors and will use its best efforts timely to identify all problems or omissions. Owner shall not be responsible for any delay or damages to the Contractor for any visible or disclosed site conditions or disclosed deficiencies in the Project Site which should have been identified by Contractor and corrected by Owner prior to the execution of the Contract Documents.

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

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

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

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

- (1) The Architect/Engineer and the Architect/Engineer's consultants shall be deemed the authors and owners of their respective instruments of service, including the Project Plans and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The

Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the instruments of service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect/Engineer's or Architect/Engineer's consultants' reserved rights.

- (2) The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the drawings and specifications provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Project Plans and Specifications or other instruments of service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the drawings or specifications on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect/Engineer and the Architect/Engineer's consultants.

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

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

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

- (5) Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to Owner/Architect/Engineer; and
- (6) Perform those duties as set forth elsewhere within the Contract Documents.

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

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

ARTICLE VIII RESOLUTION OF DISAGREEMENTS; CLAIMS FOR COMPENSATION

8.1 Owner to Decide Disputes. The Owner shall reasonably decide all questions and disputes (with the exception of matters pertaining to the interpretation of the Project Plans and Specifications which shall be resolved by the Architect/Engineer pursuant to Section 6.3) that may arise in the execution and fulfillment of the services provided for under the Contract Documents, in accordance with the Procurement Ordinance.

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

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

Contractor shall be responsible for liquidated damages for delay if otherwise provided for in the Contract Documents.

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

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

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

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

- (1) damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons, unless any of such damages or losses are covered by insurance placed by the Contractor; and
- (2) damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

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

ARTICLE IX INDEMNITY

9.1 Indemnity.

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

B. Indemnification; Enforcement Actions. The Contractor's duty to indemnify and hold harmless the Owner in Section 9.1 above shall extend to fines, penalties and costs incurred by the Owner as related to any enforcement action taken by local, state, regional or federal regulatory entities. The Owner may deduct any of such fines, penalties and costs as described in this Section from any unpaid amounts then or thereafter due the Contractor under the Contract Documents. Any of such fines, penalties and costs not so deducted from any unpaid amounts due the Contractor shall be payable to the Owner at the demand of the Owner, together with interest from the date of the demand at the maximum allowable rate.

C. Claims by Employees. In claims against any person or entity indemnified under this Section 9.1 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly

employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 9.1.A. shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

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

ARTICLE X ACCOUNTING RECORDS; OWNERSHIP OF DOCUMENTS

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

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

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

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

**ARTICLE XI
PUBLIC CONTRACT LAWS**

11.1 Equal Opportunity Employment.

A. Employment. The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, disability or age, and will take affirmative action to ensure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, creed, sex, color, national origin, disability or age. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining, including apprenticeship and on-the-job training.

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

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

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

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

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

11.4 Truth in Negotiations. By execution of the Contract Documents, the Contractor certifies to truth-in-negotiations and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original Contract Sum and any additions thereto shall be adjusted to exclude any significant sums where the Owner determines the Contract Sum was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year after final payment to the Contractor.

11.5 Public Entity Crimes. The Contractor is directed to the Florida Public Entity Crimes Act, Section 287.133, Florida Statutes, specifically section 2(a), and the Owner's requirement that the Contractor comply with it in all respects prior to and during the term of the Agreement.

ARTICLE XII FORCE MAJEURE, FIRE OR OTHER CASUALTY

12.1 Force Majeure.

A. Unavoidable Delays. Delays in any performance by any party contemplated or required hereunder due to fire, flood, sinkhole, earthquake or hurricane, acts of God, unavailability of materials, equipment or fuel, war, declaration of hostilities, revolt, civil strife, altercation or commotion, strike, labor dispute, or epidemic, archaeological excavation, lack of or failure of transportation facilities, or any law, order, proclamation, regulation, or ordinance of any government or any subdivision thereof, or for any other similar cause to those enumerated, beyond the reasonable control and which with due diligence could not have been reasonably anticipated, shall be deemed to be events of Force Majeure and any such delays shall be excused. In the event such party is delayed in the performance of any Work or obligation pursuant to the Contract Documents for any of the events of Force Majeure stated in this Section 12.1, the date for performance required or contemplated by the Contract Documents shall be extended by the number of calendar days such party is actually delayed.

B. Concurrent Contractor Delays. If a delay is caused for any reason provided in Section 12.1.A. and during the same time period a delay is caused by Contractor, the date for performance shall be extended as provided in 12.1.A. but only to the extent the time is or was concurrent.

C. Notice; Mitigation. The party seeking excuse for nonperformance based on Force Majeure shall give written notice to the Owner, if with respect to the Contractor, or to the Contractor if with respect to the Owner, specifying its actual or anticipated duration. Each party seeking excuse from nonperformance based on Force Majeure shall use its best efforts to rectify any condition causing a delay and will cooperate with the other party, except that neither party shall be obligated to incur any unreasonable additional costs and expenses to overcome any loss of time that has resulted.

12.2 Casualty; Actions by Owner and Contractor. During the construction period, if the Project or any part thereof shall have been damaged or destroyed, in whole or in part, the Contractor shall promptly make proof of loss; and Owner and Contractor shall proceed promptly to collect, or cause to be collected, all valid claims which may have arisen against insurers or others based upon such damage or destruction. The Contractor shall diligently assess the damages or

destruction and shall prepare an estimate of the cost, expenses, and other charges, including normal and ordinary compensation to the Contractor, necessary for reconstruction of the Project substantially in accordance with the Project Plans and Specifications. Within fifteen (15) days following satisfaction of the express conditions described in subsections (1), (2) and (3) below, the Contractor covenants and agrees diligently to commence reconstruction and to complete the reconstruction or repair of any loss or damage by fire or other casualty to the Project to substantially the same size, floor area, cubic content, and general appearance as prior to such loss or damage:

- (1) Receipt by the Owner or the trustee of the proceeds derived from collection of all valid claims against insurers or others based upon such damage or destruction, and receipt of other sums from any source such that the funds necessary to pay the Project Cost and any additions to the Project Cost necessitated for repair or reconstruction are available;
- (2) Written agreement executed by the Contractor and the Owner, by amendment to the Contract Documents or otherwise, authorizing and approving the repair or reconstruction and any additions to the Project Cost necessitated thereby, including any required adjustment to the Contract Sum; and
- (3) Final approval by the Owner of the Project Plans and Specifications for such repair or reconstruction and issuance of any required building permit.

12.3 Approval of Plans and Specifications. The Owner agrees to approve the plans and specifications for such reconstruction or repair if the reconstruction or repair contemplated by such plans and specifications is economically feasible, and will restore the Project, or the damaged portion thereof, to substantially the same condition as prior to such loss or damage, and such plans and specifications conform to the applicable laws, ordinances, codes, and regulations. The Owner agrees that all proceeds of any applicable insurance or other proceeds received by the Owner or the Contractor as a result of such loss or damage shall be used for payment of the costs, expenses, and other charges of the reconstruction or repair of the Project.

12.4 Notice of Loss or Damage. The Contractor shall promptly give the Owner written notice of any significant damage or destruction to the Project, defined as loss or damage which it is contemplated by Contractor will increase the Contract Sum or extend the Substantial Completion Date, stating the date on which such damage or destruction occurred, the then expectations of Contractor as to the effect of such damage or destruction on the use of the Project, and the then proposed schedule, if any, for repair or reconstruction of the Project. Loss or damage which the Contractor determines will not affect the Contract Sum or Substantial Completion Date will be reported to Owner and Architect/Engineer immediately, and associated corrective actions will be undertaken without delay.

ARTICLE XIII REPRESENTATIONS, WARRANTIES AND COVENANTS

13.1 Representations and Warranties of Contractor. The Contractor represents and warrants to the Owner each of the following.

A. The Contractor is a construction company, organized under the laws of the State of _____, authorized to transact business in the State of Florida, with _____ as the primary qualifying agent. Contractor has all requisite power and authority to carry on its business as now conducted, to own or hold its properties, and to enter into and perform its obligations hereunder and under each instrument to which it is or will be a party, and is in good standing in the State of Florida.

B. Each Contract Document to which the Contractor is or will be a party constitutes, or when entered into will constitute, a legal, valid, and binding obligation of the Contractor enforceable against the Contractor in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

C. There are no pending or, to the knowledge of the Contractor, threatened actions or proceedings before any court or administrative agency, within or without the State of Florida, against the Contractor or any partner, officer, or agent of the Contractor which question the validity of any document contemplated hereunder, or which are likely in any case, or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder, or materially adversely affect the financial condition of the Contractor.

D. The Contractor has filed or caused to be filed all federal, state, local, or foreign tax returns, if any, which were required to be filed by the Contractor, and has paid, or caused to be paid, all taxes shown to be due and payable on such returns or on any assessments levied against the Contractor.

E. Neither Contractor nor any agent or person employed or retained by Contractor has acted fraudulently or in bad faith or in violation of any statute or law in the procurement of this Agreement.

F. The Contractor shall timely fulfill or cause to be fulfilled all of the terms and conditions expressed herein which are within the control of the Contractor or which are the responsibility of the Contractor to fulfill. The Contractor shall be solely responsible for the means and methods of construction.

G. It is recognized that neither the Architect/Engineer, the Contractor, nor the Owner has control over the cost of labor, materials, or equipment, over a Subcontractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions.

H. During the term of the Contract Documents, and the period of time that the obligations of the Contractor under the Contract Documents shall be in effect, the Contractor shall cause to occur and to continue to be in effect those instruments, documents, certificates, and events contemplated by the Contract Documents that are applicable to, and the responsibility of, the Contractor.

I. The Contractor shall assist and cooperate with the Owner and shall accomplish the construction of the Project in accordance with the Contract Documents and the Project Plans and Specifications, and will not knowingly violate any laws, ordinances, rules, regulations, or orders that are or will be applicable thereto.

J. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective, and that Owner, representatives of Owner, and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. Contractor shall give Architect/Engineer timely notice of readiness of the Work for all required approvals and shall assume full responsibility, including costs, in obtaining required tests, inspections, and approval certifications and/or acceptance, unless otherwise stated by Owner.

K. If any Work (including Work of others) that is to be inspected, tested, or approved is covered without written concurrence of Architect/Engineer, it must, if requested by Architect/Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Architect/Engineer timely notice of Contractor's intention to cover the same and Architect/Engineer has not acted with reasonable promptness in response to such notice. Neither observations by Architect/Engineer nor inspections, tests, or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

L. If the Work is defective, or Contractor fails to supply sufficient skilled workers, or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof and terminate payments to the Contractor until the cause for such order has been eliminated. Contractor shall bear all direct, indirect and consequential costs for satisfactory reconstruction or removal and replacement with non-defective Work, including, but not limited to fees and charges of Architect/Engineers, attorneys and other professionals and any additional expenses experienced by Owner due to delays to other Contractors performing additional Work and an appropriate deductive change order shall be issued. Contractor shall further bear the responsibility for maintaining the schedule and shall not be entitled to an extension of the Contract Time or the recovery of delay damages due to correcting or removing defective Work.

M. If Contractor fails within seven (7) days after written notice to correct defective Work, or fails to perform the Work in accordance with the Contract Documents, or fails to comply with any other provision of the Contract Documents, Owner may correct and remedy any such deficiency to the extent necessary to complete corrective and remedial action. Owner may temporarily exclude Contractor from all or part of the site, temporarily take possession of all or part of the Work, Contractor's tools, construction equipment and machinery at the site or for which Owner has paid Contractor but which are stored elsewhere, all for such duration as is reasonably necessary to correct the deficiency. All direct and indirect costs of Owner in exercising such rights and remedies will be charged against Contractor in an amount approved as to reasonableness by Architect/Engineer and a Change Order will be issued incorporating the necessary revisions.

N. If within three (3) years after the Substantial Completion Date or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work or if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the

terms of such instruction, Owner may have the defective Work corrected/removed and all direct, indirect and consequential costs of such removal and replacement will be paid by Contractor. Failing payment by the Contractor and notwithstanding any other provisions of the Contract Documents to the contrary, Owner shall have the right to bring a direct action in the Circuit Court to recover such costs.

13.2 Representations of the Owner. To the extent permitted by law, the Owner represents to the Contractor that each of the following statements is presently true and accurate:

- A. The Owner is a validly existing political subdivision of the State of Florida.
- B. The Owner has all requisite corporate or governmental power and authority to carry on its business as now conducted and to perform its obligations under the Contract Documents and each Contract Document contemplated hereunder to which it is or will be a party.
- C. The Contract Documents and each Contract Document contemplated hereby to which the Owner is or will be a party has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by, the Owner, and neither the execution and delivery thereof nor compliance with the terms and provisions thereof or hereof: (a) requires the approval and consent of any other person or party, except such as have been duly obtained or as are specifically noted herein; (b) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on the Owner; or (c) contravenes or results in any breach of, default under, or result in the creation of any lien or encumbrance upon the Owner under any indenture, mortgage, deed of trust, bank loan, or credit agreement, the charter, ordinances, resolutions, or any other agreement or instrument to which the Owner is a party, specifically including any covenants of any bonds, notes, or other forms of indebtedness of the Owner outstanding on the date of the Contract Documents.
- D. The Contract Documents and each document contemplated hereby to which the Owner is or will be a party constitutes, or when entered into will constitute, a legal, valid, and binding obligation of the Owner enforceable against the Owner in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws from time to time in effect which affect creditors' rights generally, and subject to usual equitable principles in the event that equitable remedies are involved.
- E. There are no pending or, to the knowledge of the Owner, threatened actions or proceedings before any court or administrative agency against the Owner which question the validity of the Contract Documents or any document contemplated hereunder, or which are likely in any case or in the aggregate to materially adversely affect the consummation of the transactions contemplated hereunder or the financial or corporate condition of the Owner.
- F. The Owner shall use due diligence to timely fulfill or cause to be fulfilled all of the conditions expressed in the Contract Documents which are within the control of the Owner or which are the responsibility of the Owner to fulfill.
- G. During the pendency of the Work and while the obligations of the Owner under the Contract Documents shall be in effect, the Owner shall cause to occur and to continue to be in effect and take such action as may be necessary to enforce those instruments, documents,

certificates and events contemplated by the Contract Documents that are applicable to and the responsibility of the Owner.

H. The Owner shall assist and cooperate with the Contractor in accomplishing the construction of the Project in accordance with the Contract Documents and the Project Plans and Specifications, and will not knowingly violate any laws, ordinances, rules, regulations, orders, contracts, or agreements that are or will be applicable thereto or, to the extent permitted by law, enact or adopt any resolution, rule, regulation, or order, or approve or enter into any contract or agreement, including issuing any bonds, notes, or other forms of indebtedness, that will result in the Contract Documents or any part thereof, or any other instrument contemplated by and material to the timely and effective performance of a party's obligations hereunder, to be in violation thereof.

ARTICLE XIV TERMINATION AND SUSPENSION

14.1 Termination for Cause by Owner. This Agreement may be terminated by Owner upon written notice to the Contractor should Contractor fail substantially to perform a material obligation in accordance with the terms of the Contract Documents through no fault of the Owner. In the event Owner terminates for cause and it is later determined by a court of competent jurisdiction that such termination for cause was not justified, then in such event such termination for cause shall automatically be converted to a termination without cause pursuant to Section 14.2.

A. Nonperformance. If the Contractor fails to timely perform any of its obligations under the Contract Documents, including any obligation the Contractor assumes to perform Work with its own forces, or if it persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or fails, without being excused, to maintain an established schedule (failure to maintain schedule shall be defined as any activity that falls thirty (30) days or more behind schedule) which has been adopted by the Construction Team, or it fails to make prompt payment to Subcontractors for materials or labor, or disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of substantial violations of the Agreement the Owner may, after seven (7) days written notice, during which period the Contractor fails to perform such obligation, make good such deficiencies and perform such actions. The Contract Sum shall be reduced by the cost to the Owner of making good such deficiencies, and the Contractor's compensation shall be reduced by an amount required to manage the making good of such deficiencies. Provided, however, nothing contained herein shall limit or preclude Owner from pursuing additional damages from Contractor because of its breach.

B. Insolvency. If the Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed because its insolvency, then the Owner may, without prejudice to any other right or remedy, and after giving the Contractor and its surety, if any, fourteen (14) days written notice, and during which period the Contractor fails to cure the violation, terminate the Agreement. In such case, the Contractor shall not be entitled to receive any further payment. Owner shall be entitled to recover all costs and damages arising because of failure of Contractor to perform as provided in the Contract Documents, as well as reasonable termination expenses, and costs and damages incurred by the Owner may be deducted from any payments left owing the Contractor.

C. Illegality. Owner may terminate the Agreement if Contractor disregards laws or regulations of any public body having jurisdiction.

D. Rights of Owner. The Owner may, after giving Contractor (and the surety, if there is one) seven (7) days written notice, terminate the services of Contractor for cause; exclude Contractor from the Project Site and take possession of the Work and of all Contractor's tools, construction equipment and machinery at the Project Site and use the same to the full extent they could be used (without liability to Contractor for trespass or conversion); incorporate in the Work all materials and equipment stored at the Project Site or for which Owner has paid Contractor but which are stored elsewhere, and finish the Work as Owner may deem expedient. In such case, Contractor shall not be entitled to receive any further payment beyond an amount equal to the value of material and equipment not incorporated in the Work, but delivered and suitably stored, less the aggregate of payments previously made. If the direct and indirect costs of completing the Work exceed the unpaid balance of the Contract Sum, Contractor shall pay the difference to Owner. Such costs incurred by Owner shall be verified by Owner in writing; but in finishing the Work, Owner shall not be required to obtain the lowest quote for the Work performed. Contractor's obligations to pay the difference between such costs and such unpaid balance shall survive termination of the Agreement. In such event and notwithstanding any other provisions of the Contract Documents to the contrary, Owner shall be entitled to bring a direct action in the Circuit Court to recover such costs.

14.2 Termination without Cause by Owner. The Owner, through its County Administrator or designee, shall have the right to terminate the Agreement, in whole or in part, without cause upon sixty (60) calendar days' written notice to the Contractor. In the event of such termination for convenience, the Owner shall compensate Contractor for payments due through the date of termination, and one subsequent payment to cover costs of Work performed through the date of termination, subject to the terms and conditions of Section 3.1. The Contractor shall not be entitled to any other further recovery against the Owner, including, but not limited to, anticipated fees or profit on Work not required to be performed, or consequential damages or costs resulting from such termination.

A. Release of Contractor. As a condition of Owner's termination rights provided for in this subsection, Contractor shall be released and discharged from all obligations arising by, through, or under the terms of the Contract Documents, and the Payment and Performance Bond shall be released. Owner shall assume and become responsible for the reasonable value of Work performed by Subcontractors prior to termination plus reasonable direct close-out costs, but in no event shall Subcontractors be entitled to unabsorbed overhead, anticipatory profits, or damages for early termination.

B. Waiver of Protest. Contractor hereby waives any right to protest the exercise by Owner of its rights under this Section that may apply under the Procurement Ordinance.

14.3 Suspension without Cause. Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by written notice to Contractor, which will fix the date on which Work will be resumed. Contractor shall be allowed an increase in the Contract Sum or an extension of the Contract Time, or both, directly attributable to any suspension if Contractor makes an approved claim therefor.

14.4 Termination Based Upon Abandonment, Casualty or Force Majeure. If, after the construction commencement date (i) Contractor abandons the Project (which for purposes of this paragraph shall mean the cessation of all construction and other activities relating to the Project, excluding those which are necessary to wind down or otherwise terminate all outstanding obligations with respect to the Project, and no recommencement of same within one hundred twenty (120) days following the date of cessation), or (ii) the Project is stopped for a period of thirty (30) consecutive days due to an instance of Force Majeure or the result of a casualty resulting in a loss that cannot be corrected or restored within one hundred twenty (120) days (excluding the time required to assess the damage and complete the steps contemplated under Section 12.2), the Owner shall have the right to terminate the Agreement and pay the Contractor its compensation earned or accrued to date.

14.5 Vacation of Project Site; Delivery of Documents. Upon termination by Owner pursuant to Section 14.2 or 14.4, Contractor shall withdraw its employees and its equipment, if any, from the Project Site on the effective date of the termination as specified in the notice of termination (which effective date shall not be less than two (2) working days after the date of delivery of the notice), regardless of any claim the Contractor may or may not have against the Owner. Upon termination, the Contractor shall deliver to the Owner all original papers, records, documents, drawings, models and other material set forth and described in the Contract Documents.

14.6 Termination by the Contractor. If, through no act or fault of Contractor, the Work is suspended for a period of more than ninety (90) consecutive days by Owner or under an order of court or other public authority, or Owner fails to act on any Application for Payment or fails to pay Contractor any sum finally determined to be due; then Contractor may, upon fourteen (14) days written notice to Owner terminate the Agreement and recover from Owner payment for all Work executed, any expense sustained plus reasonable termination expenses. In lieu of terminating the Agreement, if Owner has failed to act on any Application for Payment or Owner has failed to make any payment as aforesaid, Contractor may upon fourteen (14) days written notice to Owner stop the Work until payment of all amounts then due.

(Remainder of this page intentionally left blank)

Exhibit A
Title(s) of Drawings

SAMPLE

Exhibit B
Title(s) of Specifications

SAMPLE

Exhibit C
Affidavit of No Conflict

SAMPLE

Exhibit D
Contractor's Certificate(s) of Insurance

SAMPLE

Exhibit E
Contractor's Payment and Performance Bond

SAMPLE

Exhibit F
Standard Forms

SAMPLE

APPLICATION FOR PAYMENT

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

Project: _____
 From: _____ To: _____

CONTRACT PAYMENT SUMMARY

Original Contract Amount:				\$	-
Change Order(s):				\$	-
Change order summary:					
Number	Date Approved	Additive	Deductive		
SUBTOTALS:		\$	-	\$	-
Net change order subtotal (Additive less Deductive):				\$	-
Current Contract Amount (CCA): (Original Amount + Change Order(s))				\$	-
		Previous Status	Total WIP		
Value of the Work in Place (WIP)	\$	-	\$	-	
Value of Stored Materials	\$	-	\$	-	
Total Earned (\$ and % of CCA)	\$	-	\$	-	
Retainage (\$ and % of CCA)	\$	-	\$	-	
Net Earned (Total earned minus retainage)				\$	-
TOTAL PREVIOUS PAYMENTS				\$	-
AMOUNT DUE THIS PAYMENT (Net Earned minus Previous Payments)				\$	-

CONTRACTOR'S AFFIDAVIT OF NOTICE

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

NOTARY:

CONTRACTOR:

State of Florida, County of _____

 Name of person authorized to sign Affidavit of Notice

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

TITLE

 (Name of person giving notice)

Contractor name, address and telephone no.:

 (Signature of Notary Public - State of Florida)

Print, Type or Stamp Commissioned Name of Notary Public:

Personally Known _____ or Produced Identification _____

Type of Identification Produced: _____

VERIFICATION, RECOMMENDATION, CONCURRENCES AND APPROVALS

(Signatures)

(Date)

Quantities verified by: _____

Consultant/Engineer: _____

Project Management: _____

Department Head: _____

Payment approved by the Board of County Commissioners: _____

Attested to by the Clerk of Circuit Court: _____

CERTIFICATE OF SUBSTANTIAL COMPLETION (S.C.)	CHECK ONE:	
	Partial	Total
Project Title:	Date Submitted:	
Contractor Data: Name: Address: City/State/Zip:	Project No:	
	S. C. Date (Proposed)	
<p>If the "Partial" completion box above is checked, the following description applies to the work for which substantial completion is being sought. Otherwise, the work described in the Contract including approved changes, if any, is certified to be substantially complete: (Description of the portion of work substantially completed):</p> <div style="text-align: center; font-size: 2em; opacity: 0.3; transform: rotate(-30deg); pointer-events: none;"> SAMPLE </div> <p style="text-align: center;">(USE CONTINUATION SHEETS IF NECESSARY)</p>		
<p>A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item does not alter the Contractor's responsibility to complete all of the contract work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by the Contractor within _____ days of substantial completion. The approved substantial completion date is: _____</p>		
Contractor Signature	Date	Engineer's Approval
		Date
Printed Name and Title	Printed Name and Title	
<p>The Contractor shall be responsible for security, operation, safety, maintenance, HVAC, insurance and warranties in accordance with the Contract. The County will assume the responsibility for paying the cost of electrical power from midnight of the date of Engineer's approval as indicated above.</p>		
<p>ATTACH THE INSPECTOR'S FINAL WALKTHROUGH LIST OF DEFICIENCIES.</p>		

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

Project Title: _____	Date Submitted: _____
----------------------	-----------------------

Contractor Data: Name: _____ Address: _____ City/State/Zip: _____	Project No: _____
	Warranty (months): _____

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

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

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

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

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

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

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

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

(Affiant Signature)

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

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

Personally Known or Produced Identification
Type of Identification Produced _____

CONTRACT CHANGE ORDER

(for Total Contract Adjusted Amount Greater than \$1,000,000)

PROJECT: _____

Change Order No.: _____

Contract Amount
(Present Value)

Project Number: _____

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

TOTAL DECREASE:

TOTAL INCREASE:

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

THE NET CHANGE OF
ADJUSTS THE CURRENT CONTRACT AMOUNT FROM _____
TO _____
____ CALENDAR DAYS ARE ADDED TO THE SCHEDULE
WHICH CHANGES THE FINAL COMPLETION DATE TO
MONTH DAY, YEAR

RECOMMENDATION, CONCURRENCES AND APPROVALS

SIGNATURES

DATE

Consultant / Engineer: _____

Project Manager: _____

Division Manager: _____

Manatee County Purchasing: _____

Project Management Division Manager

Purchasing Official

Authority to execute this contract per Manatee County Code, Chapter 2-26,
and per the delegation by the County Administrator effective 1/26/2009

JUSTIFICATION FOR CHANGE

Change Order No :

Project Number:

1. NECESSITY FOR CHANGE:

2. Is change an alternate bid? (If yes, explain)

3. Does change substantially alter the physical size of the project? (If yes, explain)

4 Effect of this change on other "Prime" contractors?

5 Has the Surety and insurance company been notified, if applicable? CONTRACTOR RESPONSIBILITY