INVITATION FOR BID
(IFB) #10-0040-DS
Whitfield Avenue @ Prospect Road Intersection
Project File: 6068360 / 6.2

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

NON-MANDATORY INFORMATION CONFERENCE
In order to insure that all prospective bidders have sufficient information and understanding of the County's needs, an Information Conference will be held **November 12, 2009 @ 3:00 PM at the Manatee County Public Works Department, Project Management Division, (Conference Room A) address 1022 26th Avenue East, Bradenton, FL 34208.** Attendance is not mandatory, but is highly encouraged.

NOTE: Article B. 05 Inspection of Site highly recommended that all potential contractors visit the site to familiarize themselves with all aspects of the construction site. Reference Article B. 05, page number 00200-2.

DEADLINE FOR CLARIFICATION REQUESTS: November 25, 2009 at 2:00 PM
(Reference Bid Article A.06)

TIME AND DATE DUE: December 15, 2009 at 3:00 PM
Manatee County Purchasing, 1112 Manatee Avenue West, Bradenton, FL 34205

TABLE OF CONTENTS

00010 Information to Bidders	00010-1-10
00020 Basis of Award	00020-1 - 2
00030 Terms and Conditions	00030-1 - 8
00100 Bid Summary	00100-1 - 4
00150 Manatee County Local Preference	00150-1 - 4
00300 Bid Form	00300-1 - 8
00430 Contractor's Questionnaire	00430-1 - 3
00491 Certification Forms	00491-1 - 5
00500 Form of Agreement	00500-1 - 5
00700 General Conditions	00700-1- 19
Plan Set	22 pages
Special Provisions	17 pages

Important Note: Lobbying is prohibited (reference Bid Article A.08)

FOR INFORMATION CONTACT:
Donna M. Stevens (941) 708-7528
donna.stevens@mymanatee.org

AUTHORIZED FOR RELEASE: _____

SECTION 00010
INFORMATION TO BIDDERS

A.01 OPENING LOCATION

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

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

A.02 SEALED & MARKED

One original and two copies of your **signed bid** shall be submitted in one sealed package, clearly marked on the outside "**Sealed Bid #10-004-DS, Whitfield Avenue @ Prospect Road Intersection** with your company name.

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

A.03 SECURING OF DOCUMENTS

Complete individual copies of the bidding documents for the project and/or products can be obtained, free of charge, at the Manatee County Public Works Department located at: 1022 26th Avenue East, Bradenton, FL 34208: 941-708-7450, Extension 7349 between the hours of 8:00 AM to 4:00 PM, Monday through Friday, exception of holidays. Complete set of the bidding document must be used in preparing bids. The County assumes no responsibility for errors and misinterpretations resulting from the use of incomplete sets of bidding document.

A.04 BID DOCUMENTS

Bids on http://www.mymanatee.org , Bid documents and the Notices of Source Selection related to those Bids are available for download in a portable document format (.PDF) file on the Manatee County web page on the Purchasing tab under "Bids." You may view and print these files using Adobe Acrobat software. You may download a free copy of this software (Adobe) from the County's web page if you do not have it.
Manatee County collaborates with the Manatee Chamber of Commerce on distributing solicitations using the RFP Tool web page on the Chambers website: http://www.Manateechamber.com to post Bid documents in a portable document

A.04 BID DOCUMENTS (Continued)
format (.PDF) file. This step is in addition to the posting on Manatee County Government web pages.

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

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

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

A.05 MODIFICATION OF BID SPECIFICATIONS
If a bidder wishes to recommend changes to the bid specifications, the bidder shall furnish in writing, data and information necessary to aid the County in evaluating the request to modify the specifications. The County is not obligated to make any changes to the bid specifications. Unless an addendum is issued, the bid specifications shall remain unaltered. **Bidders must fully comply with the bid specifications, terms, and conditions.**

A.06 DEADLINE FOR CLARIFICATION REQUESTS
November 25, 2009 at 2:00 PM shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the Invitation for Bids to the Manatee County Purchasing Office.

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

A.07 CLARIFICATION & ADDENDA
Each bidder shall examine all Invitation for Bids documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Invitation for Bids shall be made through the Manatee County Purchasing Office. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

A.07 CLARIFICATION & ADDENDA (Continued)

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

A.08 LOBBYING

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

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

A.09 UNBALANCED BIDDING PROHIBITED

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

1. Bids showing omissions, alterations of form, additions not specified or required conditional or unauthorized alternate bids.

2. Bids quoting prices that substantially deviate, either higher or lower, from those included in the bids of competitive bidders for the same line item unit costs.

3. Bids where the unit costs offered are in excess of or below reasonable cost analysis values.

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

A.09 UNBALANCED BIDDING PROHIBITED (Continued)
presumptive unbalanced bids where the bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs.

A.10 FRONT END LOADING OF BID PRICING PROHIBITED
Prices offered for performance and/or acquisition activities to occur early in the project schedule, such as: mobilization, clearing and grubbing; or maintenance of traffic, that are substantially higher than pricing of competitive bidders within the same portion of the project schedule, will be presumed to be front end loaded. Front end loaded bids could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the Contractor to complete the work or otherwise creating an appearance of an under-capitalized bidder.

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

A.11 WITHDRAWAL OF OFFERS
Vendors may withdraw offers as follows: a) Mistakes discovered before the opening of a solicitation may be withdrawn by written notice from the bidder submitting the offer. This request must be received in the office designated for receipt of offers in the solicitation document prior to the time set for delivery and opening of the offers. A copy of the request shall be retained and the unopened offer returned to that vendor. b) After the responses to a solicitation are opened or a selection has been determined, but before a contract is signed, a vendor alleging a material mistake of fact may be permitted to withdraw their offer if: (1) the mistake is clearly evident on the solicitation document; or (2) the bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. Request to withdraw and offer must be in writing and approved by the Purchasing Official.

A.12 IRREVOCABLE OFFER
Any bid may be withdrawn up until the date and time set for opening of the bid. Any bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 90 days to sell to Manatee County the goods or services set forth in the attached specifications until one or more of the bids have been duly accepted by the County.

A.13 BID EXPENSES
All expenses for making bids to the County are to be borne by the bidder.

A.14 RESERVED RIGHTS

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

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

A.15 APPLICABLE LAWS

Bidder must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting agreement. Any involvement with any Manatee County procurement shall be in accordance with Manatee County Purchasing Code of Laws as amended. Any actual or prospective bidder who is aggrieved in connection with the solicitation or award of a contract may protest to the Board of County Commissioners of Manatee County as required in Section 2-26/61 of the Purchasing Code.

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

A.16 COLLUSION

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

A.16 COLLUSION (Continued)
of a joint bid each party thereto certifies as to their own organization, that in connection with this bid:

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

b. any prices and/or cost data quoted for this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder, prior to the scheduled opening, directly or indirectly to any other bidder or to any competitor;

c. no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;

d. the only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into; and

e. no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding or a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by bidder for purpose of doing business.

A.17 CODE OF ETHICS
With respect to this bid, if any bidder violates or is a party to a violation of the Code of Ethics of Manatee County per Manatee County Purchasing Code Ordinance 08-43, Article 3, Ethics in Public Contracting, and/or the State of Florida per Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from performing the work described in this bid or from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for work or for goods or services for Manatee County. The County anticipates that all statements made and materials submitted in a bid will be truthful. If a bidder is determined to be untruthful in its bid or any related presentation, such bidder may be disqualified from further consideration regarding this Invitation For Bid.

A.18 BID FORMS
Bids must be submitted on attached County forms, although additional pages may be attached. **Bidders must fully comply with all bid specifications, terms and conditions**. Failure to comply shall result in contract default, whereupon, the defaulting vendor shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by the County.

A.19 LEGAL NAME

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

A.20 DRUG FREE WORK PLACE

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

A.21 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

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

In addition, the Manatee County Code prohibits the award of any contract to any person or entity who/which has, within the past 5 years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the purchasing official, establishes reasonable grounds to believe the person or business entity will not conduct business in a responsible matter. To insure compliance with the foregoing, the Code requires all persons or entities desiring to contract with the County to execute and file with the purchasing official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with the County. In the case of a business entity other than a partnership or a corporation, such affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, such affidavit shall be executed by the general partner(s). A Public Contracting and Environmental Crimes Certification is attached for this purpose.

A.22 DISCOUNTS

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

A.23 TAXES

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

A.24 DESCRIPTIVE INFORMATION

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

A.25 AMERICANS WITH DISABILITIES ACT

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

A.26 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

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

A.27 MBE/WBE

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

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

A.28 MATHEMATICAL ERRORS

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

A.29 DISCLOSURE

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

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

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

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

END OF SECTION

SECTION 00020
BASIS OF AWARD

B.01 BASIS OF AWARD

Award shall be to the most responsive, responsible bidder meeting specifications and having the lowest Total Bid Price for **Bid "A",** or the lowest Total Bid Price for **Bid "B",** for the requirements listed on the Bid Form for the Work as set forth in this Invitation For Bid. Bid Prices shall include costs for furnishing all labor, equipment and/or materials for the completion of the Work in accordance with and in the manner set forth and described in the Contract Documents to the County's satisfaction within the prescribed time.

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

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

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

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

B.02 SUBCONTRACTORS

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

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

B.03 QUALIFICATIONS OF BIDDERS

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

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

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

B.04 PREPARATION OF CONTRACT

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

B.05 INSPECTION OF SITE

Highly recommended that all potential contractors visit the site to familiarize themselves with all aspects of the construction site. Reference Article B.05 page number 00200-2.

END OF SECTION

SECTION 00030

GENERAL TERMS AND CONDITIONS OF THE CONTRACT

C.01 CONTRACT FORMS

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

C.02 ASSIGNMENT OF CONTRACT

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

C.03 COMPLETION OF WORK

The Work will be completed and ready for final inspection within the specified calendar days from the date the Contract Time commences to run. Two bids shall be considered based on **Bid "A" 160 calendar days** and **Bid "B"** based on **220 calendar days**. The County has the sole authority to select the bid based on the Completion Time which is in the best interest of the County. Only one award shall be made.

C.04 LIQUIDATED DAMAGES

If the Contractor refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will hinder its completion within the time specified, the County may seek damages. The actual damages for delay will be impossible to determine and in lieu thereof, the Contractor shall pay to the Owner the sum of **$1,423.00** as fixed, agreed, and liquidated damages for each calendar day of the delay until the Work is finally accepted by the County and the Contractor and his Surety shall be liable for the amount thereof.

C.05 PAYMENT

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

C.05 PAYMENT (Continued)

Any damage to or loss of said materials is the full responsibility of the Contractor. Any Periodical Pay Estimate signed by the Contractor shall be final as to the Contractor for any or all work covered by the Periodical Pay Estimate.

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

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

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

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

C.06 RETAINAGE

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

C.07 WARRANTY AND GUARANTEE PROVISIONS

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

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

The Owner shall, following discovery thereof, promptly give written notice to the contractor of faulty materials, equipment, or workmanship within the period of the guarantee and the contractor shall promptly replace any part of the faulty equipment, material, or workmanship at his own cost. These warranty and guarantee provisions create no limitations on the Owner as to any claims or actions for breach of guaranty or breach of warranty that the Owner might have against parties other than the contractor, and do not constitute exclusive remedies of the Owner against the contractor.

C.8 ROYALTIES AND PATENTS

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

C.9 AUTHORIZED PRODUCT REPRESENTATION

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

C.10 REGULATIONS

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

C.11 CANCELLATION

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

C.12 INDEMNIFICATION

The contractor covenants and agrees to indemnify and save harmless the County, its agents and employees, from and against all claims, suits, actions, damages, causes of action, or judgments arising out of the terms of the resulting agreement for any personal injury, loss of life, or damage to the property sustained as a result of the performance or non-performance of services or delivery of goods; from and against any orders, judgments, or decrees, which may be entered against the County, its agents or employees; and from and against all costs, attorney's fees, expenses and other liabilities incurred in the defense of any such claim, suit or action, and the investigation thereof. Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of the County as set forth in Florida Statute Section 768.28.

C.13 MANUALS, SCHEMATICS, HANDBOOKS

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

C.14 INSURANCE

The contractor will not commence work under a contract until all insurance under this section and such insurance coverage as might be required by the County has been obtained. The contractor shall obtain, and submit to purchasing within 10 calendar days of request, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

a. Workers' Compensation/Employers' Liability

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

C.14 INSURANCE (Continued)

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

$100,000	(Each Accident)
$500,000	(Disease-Policy Limit)
$100,000	(Disease-Each Employee)

b. Commercial General Liability

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

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

c. Business Auto Policy

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

d. Owners Protective Liability Coverage

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

e. Property Insurance

If this contract includes construction of or additions to above ground buildings or structures, contractor shall provide "**Builder's Risk**" insurance with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).

C.14 INSURANCE (Continued)

f. Installation Floater

If this contract does not include construction of or additions to above ground building or structures, **but does involve** the installation of machinery or equipment, contractor shall provide an "**Installation Floater**" with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).

g. Certificates of Insurance and Copies of Polices

Certificates of Insurance in triplicate evidencing the insurance coverage specified in the six above paragraphs a., b., c., d., e., and f., shall be filed with the Purchasing Director before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the bid number, project title and location of project. Insurance shall remain in force at least one year after completion and acceptance of the project by the County, in the amounts and types as stated herein, with coverage for all products and services completed under this contract.

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

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

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

C.15 BID BOND/CERTIFIED CHECK

By offering a submission to this Invitation For Bid, the bidder agrees should the bidder's bid be accepted, to execute the form of contract and present the same to Manatee County for approval within 10 days after being notified of the awarding of the contract. The bidder further agrees that failure to execute and deliver said form of contract **within 10 days** will result in damages to Manatee County and as guarantee of payment of same a bid bond/certified check shall be enclosed within the submitted sealed bid in the amount of five (5%) percent of the total amount of the bid.

C.15 BID BOND/CERTIFIED CHECK (Continued)

The bidder further agrees that in case the bidder fails to enter into a contract, as prescribed by Manatee County, the bid bond/certified check accompanying the bid shall be forfeited to Manatee County as agreed liquidated damages. If the County enters into a contract with a bidder, or if the County rejects any and/or all bids, accompanying bond will be promptly returned.

C.16 PERFORMANCE AND PAYMENT BONDS

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

Furnishing the performance and payment bonds shall be requisite to execution of a contract with the County. Said performance and payment bonds will remain in force for the duration of the contract with the premiums paid by the contractor. Failure of successful bidder to execute such contract and to supply the required bonds shall be just cause for annulment of the award.

The County may then contract with another acceptable bidder or re-advertise this Invitation For Bid. If another bidder is accepted, and notice given within 90 days after the opening of bids, this acceptance shall bind the bidder as though they were originally the successful bidder.

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

C.17 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. Reference Page 12 of Special Provisions, "Project Schedule".

C.18 NO DAMAGES FOR DELAY

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County by reason of any delays. The Contractor shall not be entitled to an increase in the Total Contract Price or payment or compensation of any kind from the County or direct, indirect, consequential impact or other costs, expenses for damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any

C.18 NO DAMAGES FOR DELAY (Continued)
cause whatsoever; provided, however, that this provision shall not preclude recovery or damages by the Contractor for hindrance or delays due solely to fraud, bad faith, or active interference on part of the County or its agents. Otherwise, the Contractor shall only be entitled to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extend specifically provided above.

C.19 NO INTEREST
Any monies not paid by the County when claimed to be due to the Contractor under this Contract shall not be subject to interest including prejudgment interest. Any monies not paid by the County when claimed to be due to the Contractor for damages awarded in the case of construction delays shall not be subject to prejudgment interest.

C.20 CONSTRUCTION OF CONTRACT
This Contract and the rights and responsibilities hereunder shall not be construed more strongly against either party, regardless of the extent to which such party may have participated in the preparation hereof.

END OF SECTION

SECTION 00100
BID SUMMARY

D.01 THE WORK

The WORK is generally described as the improvements to the Whitfield Avenue at Prospect Road Intersection. The Work shall include removal of existing pavement, excavation, installing of piping, inlets, manholes, mitered end sections, design and coordination of installation with Florida Power and Light (FPL) for joint use pole; install traffic signal poles and equipment, new pavement, pavement overlay, pavement markings and sodding.

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.

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.

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

D.02 SUBCONTRACTORS, SUPPLIERS AND OTHERS

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

If apparent successful Bidder declines to make any such substitution, County may award the contract to the next lowest qualified Bidder that proposes to use acceptable subcontractors, suppliers, and other persons who County does not make written objection to Contractor shall not be required to employ any subcontractor, supplier, other person or organization who Contractor has reasonable objection to.

D.02 SUBCONTRACTORS, SUPPLIERS AND OTHERS (Continued)

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

D.03 BIDS

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

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

D.04 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

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

The accuracy of the existing utility locations shown on the plans is approximate and without express or implied warranty. Each Bidder may, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine his Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

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

County will provide each Bidder access to the site to conduct such explorations and tests. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by County unless otherwise provided in the Contract Documents.

D.05 MATERIALS AND WORKMANSHIP

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

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

D.06 REGULATIONS AND MATERIAL DISPOSAL

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

D.07 PROJECT CLOSE-OUT

Clean construction site and remove any and all excess materials. Correct any damages to property that may have occurred as a result of installation and/or delivery. Repair and patch all surfaces cut for installation. The Contractor shall remedy any deficiencies promptly should the County determine any work is incomplete or defective.

When the County determines the Work is acceptable in accordance with this Invitation for Bid, the Contractor shall provide the close out submittals, including but not necessarily limited to the following:

1 set – Certificate of warranties
1 set - Manufacturer's product literature
1 set - Project Record Drawings

D.09 DISCRETIONARY WORK

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

END OF SECTION

SECTION 00150

MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION

E.01 Vendor Registration

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Goods or services provided under a cooperative purchasing agreement or similar "piggyback" contract;

2. Contracts for professional services subject to Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, except as provided for in subsection (e) above;

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

3. Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;

4. Purchases or contracts made pursuant to a non-competitive award process, unless otherwise provided by this section;

5. Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the county commission or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.

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

1. Has not within the five years prior to the bid announcement admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law, or a law or administrative regulation regarding fraud;

2. Is not currently subject to an unresolved citation or notice of violation of any Manatee County Code provision, except citations or notices which are the subject of a current legal appeal, as of the date of the bid announcement;

3. Is not delinquent in the payment of any fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, except any such sums which are the subject of a current legal appeal.

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

END OF SECTION

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

A. Authorized Representative

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

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

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

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

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

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

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

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

Signature of Affiant_____

STATE OF FLORIDA

COUNTY OF_____

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

(Notary Seal) Signature of Notary:_____

Name of Notary (Typed or Printed)_____

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

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

BID FORM
SECTION 00300

For: Whitfield Avenue @ Prospect Road Intersection, Bradenton, FL

TOTAL BID PRICE "A": $ _____
Based on a Completion Time of **160**calendar days
TOTAL BID PRICE "B": $ _____
Based on a Completion Time of **220** calendar days

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

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

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

Communications concerning this Bid shall be addressed as follows:

Person's Name: _____

Address: _____ Phone:_____

Date: _____ FLContractorLicense#_____

Bidder is a WBE/MBE Vendor? _____ Certification _____

COMPANY'S NAME: _____

AUTHORIZED SIGNATURE(S):_____

Name and Tile of Above Signer(s) _____

CO. MAILING ADDRESS: _____

_____

STATE OF INCORPORATION_____ (if applicable)

TELEPHONE: (___) _____FAX: (____) _____

Email address: _____

Acknowledge Addendum No.__ Dated: ____ Acknowledge Addendum No. ___ Dated____
Acknowledge Addendum No.__ Dated: ____ Acknowledge Addendum No. ___ Dated: ___

BID FORM
(Submit in Triplicate)
Section 00300

BID "A"

IFB10-0040-DS Whitfield Avenue @ Prospect Road Intersection
BID "A" Based on Completion time of 160 Calendar Days (Project No. 6068360 / 6.2)

ITEM #	FDOT ITEM	DESCRIPTION	QTY.	U/M	BID PRICE PER UNIT	TOTAL BID PRICE
1	101-1	MOBILIZATION	1	LS	$	$
2	102-1	MAINTENANCE OF TRAFFIC	1	LS	$	$
3	334-1	1.75" Type S-III Asphalt	678	TON	$	$
4	285-709	10" Lime Rock Base Material (LBR 100)	2130	SY	$	$
5	160-6	10" Stabilized Sub Base (LBR40)	2130	SY		$
6	327-70-13	Pavement Milling	4780	SY	$	$
7	300-2	Prime and Mat	6906	SY	$	$
8	220-1-03	Place, Shape and Compact Base Materials	2130	SY	$	$
9	110-1-1	Clearing & Grubbing (SWALES)	0.35	AC	$	$
10	120-1	Regular Excavation	1419	CY	$	$
11	120-6	Embankment (Regular)	282	CY	$	$
12	522-2	Concrete Driveways 6"	208	SY	$	$
13	570-1-2	Sodding-Bahia	1681	SY	$	$
14	520-1-10	Curb & Gutter Conc. (Type F)	274	LF	$	$
15	104-13-1	Staked Silt Fence, Type III	2366	LF	$	$
16	425-3-61	Junction Box	3	EA	$	$
17	425-1-201	Curb Inlet Top (type 9)	1	EA	$	$
18	430-171-201	12" X 18" ERCP and 15" RCP	1024	LF	$	$
19	430-171-101	24" RCP	195	LF	$	$

Bidder:_____

BID FORM
(Submit in Triplicate)
Section 00300

BID "A"

IFB10-0040-DS Whitfield Avenue @ Prospect Road Intersection
BID "A" Based on Completion time of 160 Calendar Days (Project No. 6068360 / 6.2)

ITEM #	FDOT ITEM	DESCRIPTION	QTY.	U/M	BID PRICE PER UNIT	TOTAL BID PRICE
20	430-984-623	Mitered End Section 12" x 18" ERCP	8	EA	$	$
21	430-982-129	Mitered End Section 24" RCP	2	EA	$	$
22	425-1-571	Ditch Bottom Inlet	5	EA	$	$
23	522-1	4" Concrete Sidewalk (Handicap Ramps)	90	SY	$	$
24	630-1-12	Conduit (underground) - F & I	55	LF	$	$
25	630-1-14	Conduit (underground - Jack and Bore) F & I	700	LF	$	$
26	632-6-1	Signal Cable - F & I	600	LF	$	$
27	634-6-1	Messenger Cable (3/8")	800	LF	$	$
28	635-1-11	Pull Box - F & I	12	EA	$	$
29	639-1-13	Service (Overhead)	1	AS	$	$
30	641-14-140	Concrete Strain Pole - F & I	3	EA	$	$
31	650-51-311	Traffic Signal (3 Section - One Way - Led) - F & I	8	AS	$	$
32	653-181	Pedestrian Signal (Led - One Way) F & I	8	AS	$	$
33	659-101	Signal Head Auxiliaries (Backplates Heads 3 &*) - F & I	4	EA	$	$
34	660-1-104	Loop Detector	8	EA	$	$

Bidder:_____

BID FORM
(Submit in Triplicate)
Section 00300

BID "A"

IFB10-0040-DS Whitfield Avenue @ Prospect Road Intersection
BID "A" Based on Completion time of 160 Calendar Days (Project No. 6068360 / 6.2)

ITEM #	FDOT ITEM	DESCRIPTION	QTY.	U/M	BID PRICE PER UNIT	TOTAL BID PRICE
35	660-2-101	Loop Assembly (Type A) - F & I	2	AS	$	$
36	660-2-106	Loop Assemby (Type F - Modified 6" X 40") - F & I	6	AS	$	$
37	665-11	Pedestrian Detector (Pole Or Controller Mount) (Type A) - F & I	8	EA	$	$
38	670-5-110	Controller Assembly (NEMA TS - 2, 8 Phase) (Type A) - F & I	1	AS	$	$
39	711-11-121	6" Solid Traffic Stripe (White)	3350	LF	$	$
40	711-11-123	12" Solid Traffic Stripe (White)	595	LF	$	$
41	711-11-125	24" Solid Traffic Stripe (White)	115	LF	$	$
42	77-11-221	6" Solid Traffic Stripe (Yellow)	5250	LF	$	$
43	711-11-224	18" Solid Traffic Stripe (Yellow)	820	LF	$	$
44	711-11-170	Traffic Arrow (White)	20	EA	$	$
45	711-11-17	Remove Thermoplastic Marking	230	SF	$	$
46	641-17-160	Concrete Strain Pole	1	EA	$	$
47		Engineering Services for Joint Use Pole	1	LS	$	$
48		**DISCRETIONARY WORK**				**$70,000.00**
		TOTAL BID PRICE "A"- Based On Completion Time of 160 Calendar Days				

Bidder:_____

BID FORM
(Submit in Triplicate)
Section 00300

BID "B"

IFB10-0040-DS Whitfield Avenue @ Prospect Road Intersection
BID "B" Based on Completion time of 220 Calendar Days (Project No. 6068360 / 6.2)

ITEM #	FDOT ITEM	DESCRIPTION	QTY.	U/M	BID PRICE PER UNIT	TOTAL BID PRICE
1	101-1	MOBILIZATION	1	LS	$	$
2	102-1	MAINTENANCE OF TRAFFIC	1	LS	$	$
3	334-1	1.75" Type S-III Asphalt	678	TON	$	$
4	285-709	10" Lime Rock Base Material (LBR 100)	2130	SY	$	$
5	160-6	10" Stabilized Sub Base (LBR40)	2130	SY		$
6	327-70-13	Pavement Milling	4780	SY	$	$
7	300-2	Prime and Mat	6906	SY	$	$
8	220-1-03	Place, Shape and Compact Base Materials	2130	SY	$	$
9	110-1-1	Clearing & Grubbing (SWALES)	0.35	AC	$	$
10	120-1	Regular Excavation	1419	CY	$	$
11	120-6	Embankment (Regular)	282	CY	$	$
12	522-2	Concrete Driveways 6"	208	SY	$	$
13	570-1-2	Sodding-Bahia	1681	SY	$	$
14	520-1-10	Curb & Gutter Conc. (Type F)	274	LF	$	$
15	104-13-1	Staked Silt Fence, Type III	2366	LF	$	$
16	425-3-61	Junction Box	3	EA	$	$
17	425-1-201	Curb Inlet Top (type 9)	1	EA	$	$
18	430-171-201	12" X 18" ERCP and 15" RCP	1024	LF	$	$
19	430-171-101	24" RCP	195	LF	$	$

Bidder:_____

BID FORM
(Submit in Triplicate)
Section 00300

BID "B"

IFB10-0040-DS Whitfield Avenue @ Prospect Road Intersection
BID "B" Based on Completion time of 220 Calendar Days (Project No. 6068360 / 6.2)

ITEM #	FDOT ITEM	DESCRIPTION	QTY.	U/M	BID PRICE PER UNIT	TOTAL BID PRICE
20	430-984-623	Mitered End Section 12" x 18" ERCP	8	EA	$	$
21	430-982-129	Mitered End Section 24" RCP	2	EA	$	$
22	425-1-571	Ditch Bottom Inlet	5	EA	$	$
23	522-1	4" Concrete Sidewalk (Handicap Ramps)	90	SY	$	$
24	630-1-12	Conduit (underground) - F & I	55	LF	$	$
25	630-1-14	Conduit (underground - Jack and Bore) F & I	700	LF	$	$
26	632-6-1	Signal Cable - F & I	600	LF	$	$
27	634-6-1	Messenger Cable (3/8")	800	LF	$	$
28	635-1-11	Pull Box - F & I	12	EA	$	$
29	639-1-13	Service (Overhead)	1	AS	$	$
30	641-14-140	Concrete Strain Pole - F & I	3	EA	$	$
31	650-51-311	Traffic Signal (3 Section - One Way - Led) - F & I	8	AS	$	$
32	653-181	Pedestrian Signal (Led - One Way) F & I	8	AS	$	$
33	659-101	Signal Head Auxiliaries (Backplates Heads 3 &*) - F & I	4	EA	$	$
34	660-1-104	Loop Detector	8	EA	$	$

Bidder:_____

BID FORM
(Submit in Triplicate)
Section 00300

BID "B"

IFB10-0040-DS Whitfield Avenue @ Prospect Road Intersection
BID "B" Based on Completion time of 220 Calendar Days (Project No. 6068360 / 6.2)

ITEM #	FDOT ITEM	DESCRIPTION	QTY.	U/M	BID PRICE PER UNIT	TOTAL BID PRICE
35	660-2-101	Loop Assembly (Type A) - F & I	2	AS	$	$
36	660-2-106	Loop Assemby (Type F - Modified 6" X 40") - F & I	6	AS	$	$
37	665-11	Pedestrian Detector (Pole Or Controller Mount) (Type A) - F & I	8	EA	$	$
38	670-5-110	Controller Assembly (NEMA TS - 2, 8 Phase) (Type A) - F & I	1	AS	$	$
39	711-11-121	6" Solid Traffic Stripe (White)	3350	LF	$	$
40	711-11-123	12" Solid Traffic Stripe (White)	595	LF	$	$
41	711-11-125	24" Solid Traffic Stripe (White)	115	LF	$	$
42	77-11-221	6" Solid Traffic Stripe (Yellow)	5250	LF	$	$
43	711-11-224	18" Solid Traffic Stripe (Yellow)	820	LF	$	$
44	711-11-170	Traffic Arrow (White)	20	EA	$	$
45	711-11-17	Remove Thermoplastic Marking	230	SF	$	$
46	641-17-160	Concrete Strain Pole	1	EA	$	$
47		Engineering Services for Joint Use Pole	1	LS	$	$
48		**DISCRETIONARY WORK**				**$70,000.00**
		TOTAL BID PRICE "B"- Based On Completion Time of 220 Calendar Days				**$**

Bidder:_____

SWORN STATEMENT
THE FLORIDA TRENCH SAFETY ACT

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

1. This Sworn Statement is submitted with IFB No. **#10-0040-DS**

2. This Sworn Statement is submitted by_____
whose business address is_____
and, if applicable, its Federal Employer Identification Number (FEIN) is_____.If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____.

3. Name of individual signing this Sworn Statement is: _____,
Whose relationship to the above entity is: _____.

4. The Trench Safety Standards that will be in effect during the construction of this project shall include, but are not limited to: Laws of Florida, Chapters 90-96, TRENCH SAFETY ACT, and OSHA RULES AND REGULATIONS 29 CFR 1926.650 Subpart P, effective October 1, 1990.

5. The undersigned assures that the entity will comply with the applicable Trench Safety Standards and agrees to indemnify and hold harmless the Owner and Engineer, and any of their agents or employees from any claims arising from the failure to comply with said standard.

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

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

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

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

_____
(AUTHORIZED SIGNATURE / TITLE)

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

_____
Notary Public, State of Florida
My commission expires: _____

SECTION 00430

CONTRACTOR'S QUESTIONNAIRE

(Submit in Triplicate)

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

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID.

1. LICENSE # and COMPANY'S NAME: _____
   CO. PHYSICAL ADDRESS: _____
   TELEPHONE NUMBER: (___) _____ FAX (____) _____

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

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

   _____
   _____
   _____

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

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

   _____
   _____

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

   _____
   _____

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

   _____
   _____

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

_____
_____
_____

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

1. _____
2. _____
3. _____

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

_____
_____
_____

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

_____
_____
_____

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

_____
_____

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

_____
_____

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

_____
_____
_____

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

_____
_____
_____

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

Surety's Name: _____

Surety's Address: _____

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

_____

_____

_____

Phone: (_____) _____

SECTION 00491
Drug Free Work Place Certification
SWORN STATEMENT PURSUANT TO RESOLUTION R-93-22
DRUG FREE WORK PLACES

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

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

Whose business address is
_____?

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

I understand that no person or entity shall be awarded or receive a county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to the County that it will provide a drug free work place by:

(1) providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined by .893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's work place is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:

(i) the dangers of drug abuse in the work place;

(ii) the person's or entity's policy of maintaining a drug free environment at all its work places, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant;

(iii) any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) the penalties that may be imposed upon employees for drug abuse violations.

2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its work places a written statement of its policy containing the foregoing elements (i) through (iv).

(3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:

(i) abide by the terms of the statement; and
(ii) notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.

(4) Notifying the County within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.

(5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

(6) Making a good faith effort to continue to maintain a drug free work place through implementation of sections (1) through (5) stated above.

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

(1) Such person or entity has made false certification.

(2) Such person or entity violates such certification by failing to carry out the requirements of sections (1), (2), (3), (4), (5), or (6) or Resolution R-01-36 Section 4, E (1) (a) or

(3) Such a number of employees of such person or entity have been convicted of violations occurring in the work place as to indicate that such person or entity has failed to make a good faith effort to provide a drug free work place as required by Resolution R-01-36 Section 4, E (1) (a).

_____
(Signature)

STATE OF FLORIDA
COUNTY OF_____

Sworn to and subscribed before me this _____ day of _____, 2009
by _____.

Personally known _____OR produced identification_____

_____My commission expires_____
Notary Public Signature

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

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO ARTICLE 5,
MANATEE COUNTY PURCHASING CODE

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

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

_____
[print individual's name and title]

_____ for_____
[print name of entity submitting sworn statement]

Whose business is: _____

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

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

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

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

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

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

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the

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

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

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

_____
[Signature]

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 2009 by _____.

Personally known _____ OR produced _____
[Type of identification]

_____My commission expires _____
Notary Public Signature

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

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

SECTION 00500
FORM OF AGREEMENT
BETWEEN THE
COUNTY OF MANATEE, FLORIDA
AND THE CONTRACTOR AS IDENTIFIED BELOW
ON THE BASIS OF A STIPULATED UNIT COST CONTRACT PRICE

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

Article 1. WORK

CONTRACTOR shall furnish all labor, materials, supplies, and other items required to complete the Work for IFB No. **IFB#10-0040-DS, Whitfield Avenue @ Prospect Road Intersection** in strict accordance with Contract Documents and any duly authorized subsequent addenda thereto, all of which are made a part hereof.

Article 2. ENGINEER

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

County of Manatee
Public Works Department
Project Management Division
Attn: Mr. Steve Serbaty
Project Manager
IFB#10-0040-DS
1022 26th Avenue East
Bradenton, FL 34208
Phone (941) 708-7450, Ext. 7337

County of Manatee
Public Works Department
Engineering Services
Att. Mr. Wayne Roberts
Deputy Director Engineering Services
IFB#10-0040-DS
1022 26th Avenue East
Bradenton FL 34208
Phone (941) 708-7481, Ext. 7481

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

Article 3. CONTRACTOR'S REPRESENTATIONS

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

3.1 CONTRACTOR has familiarized itself with the nature and extent of the Bid Documents, Work, site, locality and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

3.2 CONTRACTOR has studied carefully all drawings of the physical conditions upon which CONTRACTOR is entitled to rely.

3.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies which pertain to the physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Bid Documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

3.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Bid Documents with respect to existing underground facilities at or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. Any additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said underground facilities conducted by the CONTRACTOR will be done at the CONTRACTOR'S expense.

3.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Bid.

3.6 CONTRACTOR has given COUNTY written notice of all conflicts, errors or discrepancies that have been discovered in the Bid Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR.

3.7 CONTRACTOR shall schedule and perform the Work subject to COUNTY'S approval and shall hold COUNTY harmless from all liabilities incurred due to CONTRACTOR'S failure to coordinate with the COUNTY.

Article 4. CONTRACT DOCUMENTS

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

4.1 This Agreement and Bid Document **IFB#10-0040-DS**

4.2 Performance and/or other Bonds and Insurance Certificate(s)

4.3 Drawings (not attached)

4.4 Addenda numbers _____ to _____, inclusive.

4.5 CONTRACTOR'S Bid Form and any other information submitted by Contractor prior to Notice of Award.

4.6 The following which may be delivered or issued after the effective date of the Agreement and are not attached hereto: all written Change Orders and other documents amending, modifying, or supplementing the Contract Documents.

4.7 The documents listed in paragraphs above are attached to this Agreement (except as noted otherwise above). There are no Contract Documents other than those listed above in this Article 4.

Article 5.

MISCELLANEOUS

5.1 Terms used in this Agreement are defined in Article 1 of the General Conditions.

5.2 No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignee from any duty or responsibility under the Contract Documents.

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

The OWNER will pay, and the CONTRACTOR will accept in full consideration for the performance of the Work (**IFB No. #10-0040-DS, Whitfield Avenue @ Prospect Road Intersection, Bradenton, Florida** subject to additions and deductions as provided therein, the sum of _____ Dollars and _____ Cents ($ _____) for Bid "____" based on Completion Time of ____ calendar days and the sum of **$1,423.00** as liquidated damages for each calendar day of delay.

_____

CONTRACTOR

BY: _____
Signature

_____
Name and Title of Signer (printed)

Date: _____

MANATEE COUNTY GOVERNMENT

BY: _____For the County
Signature

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

Date:_____

SECTION 00700
GENERAL CONDITIONS

ARTICLE I - DEFINITIONS

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

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

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

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

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

Award - Acceptance of the bid from the person, firm, or corporation which in the County's sole and absolute judgment will under all circumstances best serve the public interest. Award shall be made by a majority vote of a quorum of Manatee County Board of County Commissioners in open session; or by the Purchasing Official in accordance with Ordinance 09-52, Manatee County Purchasing Ordinance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice of Intent to Award - The written notice to the apparent low bidder stating Award has been recommended with final Award to be authorized by the Board of County Commissioners.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2 - PRELIMINARY MATTERS

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

2.1 The Contractor must submit a proposed schedule of the Work at the preconstruction conference. The purpose of this schedule is to enable the County to govern the Work, to protect the functions of the local government and its citizens and to aid in providing appropriate surveillance. The County shall have the right to reschedule work provided such rescheduling is in accord with the remainder of terms of the contract. The schedule shall show, as a minimum, the approximate dates on which each segment of the work is expected to be started and finished, the proposed traffic flows during each month, the anticipated earnings by the Contractor for each month and the approximate number of crews and equipment to be used. The County, after necessary rescheduling and obtaining additional information for specific purposes, shall review and approve the schedule. The Contractor shall also forward to the County, as soon as practicable after the first day of each month, a summary report of the progress of the various parts of the work under the contract, in fabrication and in the field, stating the existing status, estimated time of completion and cause of delay, if any. Together with the summary report, the Contractor shall submit any necessary revisions to the original schedule for the County's review and approval. In addition, more detailed schedules may be required by the County for daily traffic control.

2.2 A Notice to Proceed may be given at any time within thirty (30) days after the effective date of the Agreement. The contract time will commence at the time specified in such notice. Contractor shall start to perform the Work on the date specified in the notice to proceed, but no work shall be done at the site prior to the date on which the contract time commences to run.

2.3 If at any time the materials and appliances to be used appear to the County as insufficient or improper for securing the quality of work required or the required rate of progress, the County may order the Contractor to increase his efficiency or to improve the character of his work and the Contractor shall conform to such an order. The failure of the County to demand any increase of such efficiency of any improvement shall not release the County from his obligation to secure the quality of work or the rate of progress necessary to complete the Work within the limits imposed by the contract. The County may require the Contractor to remove from the Work such employees as the County deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the Work is deemed to be contrary to the County's interest.

2.4 The County reserves the right to let other Contracts in connection with this Work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and execution of their Work, and promptly connect and coordinate the Work with theirs.

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

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

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

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

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

3.3.1 A Formal Written Amendment

3.3.2 A Change Order

3.3.3 Administrative Contract Adjustment (ACA)

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

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

ARTICLE 4 - CONTRACTOR'S RESPONSIBILITIES

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

4.2 Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the contract documents. Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto and except as otherwise indicated in the contract documents, all Work at the site shall be performed during regular working hours and Contractor will not permit overtime work or the performance of work on Saturday, Sunday or legal holiday without County's written consent given after prior notice to Engineer (at least 72 hours in advance).

4.2.1 Contractor shall pay for all additional engineering charges to the County for any overtime work which may be authorized. Such additional engineering charges shall be a subsidiary obligation of Contractor and no extra payment shall be made by County on account of such overtime work. At County's option, overtime costs may be deducted from Contractor's monthly payment request or Contractor's retainage prior to release of final payment.

4.3 Unless otherwise specified, Contractor shall furnish and assume full responsibility for all bonds, insurance, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

4.4 All materials and equipment shall be of good quality and new, except as otherwise provided in the contract documents. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instruction of the applicable supplier except as otherwise provided in the contract documents.

4.5 Contractor shall be fully responsible to County for all acts and omissions of the subcontractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between County or Engineer and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of County to pay or to see to the payment of any monies due any such subcontractor, supplier or other person or organization.

4.6 Permits: Unless otherwise provided, Contractor shall obtain and pay for all construction permits and licenses. County shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

4.7 During the progress of the Work, Contractor shall keep the premises free from accumulation of waste materials rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials and shall leave the site clean and ready for occupancy by County. Contractor shall restore to original conditions all property not designated for alteration by the Contract Documents.

4.8 Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

4.9 Safety and Protection: Contractor shall comply with the Florida Department of Commerce Safety Regulations and any local safety regulations. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:

4.9.1 all employees on the work and other persons and organizations who may be affected thereby;

4.9.2 all the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

4.9.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

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

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

4.11 For substitutes not included with the bid, but submitted after the effective date of the Agreement, Contractor shall make written application to Engineer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will also contain an itemized estimate of all costs and delays or schedule impacts that will result directly or indirectly from review, acceptance and provisions of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by the Engineer in evaluating the proposed substitute. Engineer may require Contractor to furnish at Contractor's expense, additional data about the proposed substitute. In rendering a decision, County/Engineer and Contractor shall have access to any available float time in the construction schedule. In the event that substitute materials or equipment not included as part of the bid, but proposed after the effective date of the agreement, are accepted and are less costly than the originally specified materials or equipment, then the net difference in cost shall be credited to the County and an appropriate change order executed.

4.11.1 If a specific means, method, technique, sequence of procedure of construction is indicated in or required by the contract documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to Engineer if Contractor submits sufficient information to allow Engineer to determine that the substitute proposed is equivalent to that indicated or required by the contract documents.

4.11.2 Engineer will be allowed a reasonable time within which to evaluate each proposed substitute. Engineer will be the sole judge of acceptability and no substitute will be ordered, installed or utilized without Engineer's prior written acceptance which will be evidenced by either a change order or an approved shop drawing. County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

4.11.3 Contractor shall reimburse County for the charges of Engineer and Engineer's Consultants for evaluating each proposed substitute submitted after the effective date of the Agreement and all costs resulting from any delays in the work while the substitute was undergoing review.

4.12 The Contractor shall furnish, free of charge, all labor, stakes, surveys, batter boards for structures, grade lines and other materials and supplies and shall set construction stakes and batter boards for establishing lines, position of structures, slopes and other controlling points necessary for the proper prosecution of the construction work. Where rights-of-way, easements, property lines or any other conditions which make the lay-out of the project or parts of the project critical are involved, the Contractor will employ a competent surveyor who is registered in the State of Florida for lay-out and staking. These stakes and marks shall constitute the field control by and in accord with which the Contractor shall govern and execute the work. The Contractor will be held responsible for the preservation of all stakes, marks and if for any reason any of the stakes or marks or batter boards become destroyed or disturbed, they will be immediately and accurately replaced by the Contractor.

4.13 The Contractor has, by careful examination, satisfied himself as to the nature and location of the work and all other matters which can in any way affect the work under this contract, including, but not limited to details pertaining to boring, as shown on the drawings, are not guaranteed to be more than a general indication of the materials likely to be found adjacent to holes bored at the site of the work, approximately at the locations indicated. The Contractor shall examine boring data, where available, and make his own interpretation of the subsoil investigations and other preliminary data, and shall base his bid on his own opinion of the conditions likely to be encountered. In no event shall an extension of time be considered for any conditions that existed at the time of bidding, nor shall the Contractor receive extra compensation for completion of the project as intended by the drawings and in keeping with the contact documents. No verbal agreement or conversation with any officer, agent or employee of the County, before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

4.14 If the Contractor, in the course of the work, finds that the drawings and/or Contract Documents cannot be followed, he shall immediately inform the County in writing, and the County shall promptly check the accuracy of the information. Any work done after such discovery, until any necessary changes are authorized, will be done at the Contractor's risk.

ARTICLE 5 - OWNER'S RESPONSIBILITIES

5.1 County shall furnish the data required of County under the contract documents promptly and shall make payments to the Contractor within a reasonable time (no more than 45 days) after the Work has been accepted by the County. The form of all submittals, notices, change orders and other documents permitted or required to be used or transmitted under the contract documents shall be determined by the County/Engineer. Standard County forms shall be utilized.

5.2 The County shall provide the lands upon which the Work under this contract is to be done, except that the Contractor shall provide all necessary additional land required for the erection of temporary construction facilities and storage of his materials, together with right of access to same.

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

ARTICLE 6 - CHANGES IN THE WORK

6.1 Without invalidating the Agreement and without notice to any surety, County may, at any time, order additions, deletions or revisions in the Work. These will be authorized by a written amendment, a change order, or a work directive change. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the contract documents (except as otherwise specifically provided).

6.2 Contractor shall not be entitled to an increase in the contract price or an extension of the contract time with respect to any Work performed that is not required by the contract documents as amended, modified and supplemented.

6.3 County and Contractor shall execute appropriate change orders (or written amendments) covering changes in the Work which are ordered by County, or which may be required because of acceptance of defective Work.

6.4 At any time Engineer may request a quotation from Contractor for a proposed change in the Work and within twenty-one (21) calendar days after receipt, Contractor shall submit a written and detailed proposal for an increase or decrease in the contract price or contract time for the proposed change. Engineer shall have 21 calendar days after receipt of the detailed proposal to respond in writing. The proposal shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in sufficient detail to reasonably permit an analysis by Engineer of all material, labor, equipment, subcontracts, overhead costs and fees, and shall cover all Work involved in the change, whether such Work was deleted, added, changed or impacted. Notwithstanding the request for quotation, Contractor shall carry on the Work and maintain the progress schedule. Delays in the submittal of the written and detailed proposal will be considered non-prejudicial.

ARTICLE 7 - CHANGE OF CONTRACT PRICE

7.1 The contract price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at his expense without change in the contract price.

7.2 The contract price may only be changed by change order or by a written amendment. Any claim for an increase or decrease in the contract price shall be based on written notice delivered by the party making the claim to the other party. Notice of the amount of the claim with supporting data shall be delivered within ten (10) days from the beginning of such occurrence and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event.

7.3 The value of any Work covered by a change order or of any claim for an increase or decrease in the contract price shall be determined in one of the following ways (at County's discretion):

7.3.1 Where the Work involved is covered by unit prices contained in the contract documents, cost will be determined by application of such unit prices to the quantities of the items involved.

7.3.2 By mutual acceptance of lump sum.

7.3.3 On the basis of the cost of the Work, plus a 20% Contractor's fee for overhead and profit. (Contractor shall submit an itemized cost breakdown together with supporting data.)

7.4 Either County or Contractor may make a claim for an adjustment in the contract price. The unit price of an item of unit price Work shall be subject to re-evaluation and adjustment under the following conditions:

7.4.1 If the total cost of a particular item of unit price Work amounts to 5% or more of the contract price and the variation in the quantity of the particular item of unit price Work performed by Contractor differs by more than 15% from the estimated quantity of such item indicated in the Agreement; and

7.4.2 If there is no corresponding adjustment with respect to any other item of Work; and

7.4.3 If a Contractor believes that it has incurred additional expense as a result thereof; or

7.4.4 If County believes that the quantity variation entitles it to an adjustment in the unit price; or

7.4.5 If the parties are unable to agree as to the effect of any such variations in the quantity of unit price Work performed.

ARTICLE 8 - CHANGE OF CONTRACT TIME

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

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

8.3 All time limits stated in the contract documents are of the essence.

ARTICLE 9 - WARRANTY, TEST/INSPECTION, CORRECTION

9.1 Contractor warrants (for a minimum period of three years or as otherwise stated herein) and guarantees to County that all work will be in accordance with the contract documents and will not be defective; that County, representatives of County, governmental agencies with jurisdictional interests will have access to the work at reasonable time for their observation, inspecting and testing (Contractor shall give Engineer timely notice of readiness of the work for all required approvals and shall assume full responsibility, including costs, in obtaining required tests, inspections, and approval certifications and/or acceptance, unless otherwise stated by County).

9.2 If any work (including work of others) that is to be inspected, tested, or approved is covered without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice. Neither observations by Engineer nor inspections, tests, or approvals by others shall relieve Contractor from Contractor's obligations to perform the work in accordance with the contract documents.

9.3 If the work is defective, or Contractor fails to supply sufficient skilled workers, or suitable materials or equipment, or fails to furnish or perform the work in such a way that the completed work will conform to the contract documents, County may order Contractor to stop the work, or any portion thereof and terminate payments to the Contractor until the cause for such order has been eliminated. Contractor shall bear all direct, indirect and consequential costs for satisfactory reconstruction or removal and replacement with non-defective work, including, but not limited to fees and charges of engineers, architects, attorneys and other professionals and any additional expenses experienced by County due to delays to other Contractors performing additional work and an appropriate deductive change order shall be issued. Contractor shall further bear the responsibility for maintaining schedule and shall not be entitled to an extension of the contract time and the recovery of delay damages due to correcting or removing defective work.

9.3.1 If Contractor fails within seven (7) days after written notice to correct defective work, or fails to perform the work in accordance with the contract documents, or fails to comply with any other provision of the contract documents, County may correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from all or part of the site, take possession of all or part of the work, Contractor's tools, construction equipment and machinery at the site or for which County has paid

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

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

ARTICLE 10 - SUSPENSION/TERMINATION OF WORK

10.1 County may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety (90) days by written notice to Contractor, which will fix the date on which work will be resumed. Contractor shall be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to any suspension if Contractor makes an approved claim therefore.

10.2 County may terminate the contract if Contractor commences a voluntary case under any chapter of the Bankruptcy Code or any similar action by filing a petition under any other federal or state law relating to the bankruptcy or insolvency; if a petition is filed against the Contractor under any chapter of the Bankruptcy Code or similar relief under any other federal or state law; if Contractor persistently fails to perform the work in accordance with the contract documents; if Contractor disregards laws or regulations of any public body having jurisdiction or the Engineer; or otherwise violates in any substantial way any provisions of the contract.

10.2.1 County may, after giving Contractor (and the surety, if there is one) seven (7) days written notice and to the extent permitted by laws and regulations, terminate the services of Contractor; exclude Contractor from the site and take possession of the work and of all Contractor's tools, construction equipment and machinery at the site and use the same to the full extent they could be used (without liability to Contractor for trespass or conversion); incorporate in the work all materials and equipment stored at the site or for which county has paid Contractor but which are stored elsewhere, and finish the work as County may deem expedient. In such case, Contractor shall not be entitled to receive any further payment beyond an amount equal to the value of material and equipment not incorporated in the work, but delivered and suitably stored, less the aggregate of payments previously made. If the direct and indirect costs of completing the work exceed the unpaid balance of the contract price, Contractor shall pay the difference to County. Such costs incurred by County shall be verified by County and incorporated in

a change order; but in finishing the work, County shall not be required to obtain the lowest figure for the work performed. Contractor's obligations to pay the difference between such costs and such unpaid balance shall survive termination of the Agreement.

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

ARTICLE 11 - CONTRACT CLAIMS

11.1 The rendering of a decision by Engineer with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by County or Contractor of such right or remedies as either may otherwise have under the contract documents or by laws or regulations in respect of any such claim, dispute or other matter. No action, either at law or at equity, shall be brought in connection with any such claim, dispute or other matter later than thirty (30) days after the date on which County/Engineer has rendered such written decision in respect thereof. Failure to bring an action within said thirty (30) day period shall result in Engineer's decision being final and binding on the Contractor. In no event may any such action be brought after the time at which instituting such proceedings would be otherwise barred by the applicable statute of limitations.

11.2 Before bringing any action in court pertaining to any claim, dispute or other matter in question(s) arising out of or relating to the contract documents or the breach thereof, or Engineer's final decision, except for claims which have been waived by the making and acceptance of final payment, the Contractor shall first submit written notice(s) of contract claims to the Purchasing Official for a decision; the Contractor may request a conference with the Purchasing Official. Claims include, without limitation, disputes arising under the contract and those based upon breach of contract, mistake, misrepresentation, or other cause for modification or revision. Contract claims shall use the process detailed in Section 2-26-63, Manatee County Purchase Code, Ordinance 09-52.

ARTICLE 12 - RESIDENT PROJECT REPRESENTATIVE - DUTIES, RESPONSIBILITIES

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

County/Engineer and Contractor and dealings with subcontractors shall only be through or with the full knowledge of Contractor.

12.2 Resident Project Representative will:

12.2.1 Review the progress schedule, schedule of shop drawing submissions and schedule of values prepared by Contractor and consult with County/Engineer concerning their acceptability.

12.2.2 Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with County/Engineer and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.

12.2.3 Serve as County/Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist him in understanding the intent of the contract documents. As requested by County/Engineer, assist in obtaining additional details or information when required at the job site for proper execution of the Work.

12.2.4 Receive and record date of receipt of shop drawings and samples, receive samples which are furnished at the site by Contractor and notify County/Engineer of their availability for examination.

12.2.5 Advise County/Engineer and Contractor or his superintendent immediately of the commencement of any work requiring a shop drawing or sample submission if the submission has not been approved by the County/Engineer.

12.2.6 Conduct on-site observations of the work in progress to assist County/Engineer in determining if the work is proceeding in accordance with the contract documents and that completed work will conform to the contract documents.

12.2.7 Report to County/Engineer whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to the contract documents, or does not meet the requirements of any inspections, tests or approvals required or if work has been damaged prior to final payment; and advise County/Engineer when he believes work should be corrected or rejected or should be uncovered of observation or requires special testing, inspection or approval.

12.2.8 Verify that tests, equipment and system start-ups and operating and maintenance instructions are conducted as required by the contract documents and in the presence of the required personnel, and that Contractor maintains adequate records thereof; observe, record and report to Engineer appropriate details relative to the test procedures and start-ups.

12.2.9 Accompany visiting inspectors representing public or other agencies having jurisdiction over the project; record the outcome of these inspections and report to County/Engineer.

12.2.10 Transmit to Contractor, County/Engineer's clarifications and interpretations of the contract documents.

12.2.11 Consider and evaluate Contractor's suggestions or modifications in drawings or Contract Documents and report them with recommendations to County/Engineer.

12.2.12 Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and sample submissions, reproductions of original contract documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, County/Engineer's clarifications and interpretations of the contract documents, progress reports and other project related documents.

12.2.13 Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions; list of visiting officials and representatives or manufacturers, fabricators, suppliers and distributors; daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to County/Engineer.

12.2.14 Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.

12.2.15 Furnish County/Engineer periodic reports as required of progress of the work and Contractor's compliance with the approved progress schedule and schedule of shop drawing submissions.

12.2.16 Consult with County/Engineer in advance of scheduling major tests, inspections or start of important phases of the work.

12.2.17 Report immediately the occurrence of any accident.

12.2.18 Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to County/Engineer, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.

12.2.19 During the course of the work, verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed, and deliver this material to County/Engineer for his review prior to final acceptance of the work.

12.2.20 Before County/Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.

12.2.21 Conduct final inspection in the company of County/Engineer and Contractor and prepare a final list of items to be completed or corrected.

12.2.22 Verify that all items on final list have been completed or corrected and make recommendations to County/Engineer concerning acceptance.

12.3 Except upon written instructions of County/Engineer, Resident Project Representative.

12.3.1 Shall not authorize any deviation from the contract documents or approve any substitute materials or equipment;

12.3.2 Shall not exceed limitations on County/Engineer's authority as set forth in the contract documents;

12.3.3 Shall not undertake any of the responsibilities of Contractor, Subcontractors or Contractor's Superintendent, or expedite the work;

12.3.4 Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the contract documents;

12.3.5 Shall not advise on or issue directions as to safety precautions and programs in connection with the work;

12.3.6 Shall not authorize County to occupy the project in whole or in part; and

12.3.7 Shall not participate in specialized field or laboratory tests.

ARTICLE 13 - APPRENTICES

13.1 In accordance with the requirement of Section 446.011, Florida Statutes, the following requirements to safeguard the welfare of apprentices and trainees shall be a part of this contract, if applicable.

13.1.1 Contractor agrees to hire for the performance of the contract, a number of apprentices or trainees in each occupation which bears to the average number of the journeymen in that occupation to be employed in the performance of the contract, the ratio of at least one apprentice or trainee to every five journeymen.

13.1.2 Contractor agrees, when feasible to assure that 25% of such apprentices or trainees are in their first year of training, except when the number of apprentices or trainees to be hired is fewer than four.

13.1.3 Contractor agrees to submit, at three month intervals, to the Bureau of Apprenticeship of the Division of Labor, records of employment by trade of the number of apprentices or trainees employed; race of all apprentices; the number of apprentices or trainees in their first year of training; and total hours of work of all apprentices, trainees, and journeymen.

13.1.4 Contractor agrees to submit to the Bureau of Apprenticeship of the Division of Labor, at three month intervals, a statement describing steps taken toward making a diligent effort in the hiring of apprentices and trainees and containing a breakdown by craft of hours worked and wages paid for first year apprentices or trainees, other apprentices or trainees and journeymen.

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

END OF SECTION

SPECIAL PROVISIONS

Table of Contents

SECTION	PAGE
GENERAL	1
STANDARD SPECIFICATIONS	1
NO SEPARATE PAYMENT FOR SPECIAL PROVISIONS	1
MATERIALS	1
LABORATORY TESTING	2
MEASUREMENT AND PAYMENT	2
RESTORATION	3
COOPERATION WITH OTHERS	3
PRIORITY	3
SITE INVESTIGATION	3
PROJECT IDENTIFICATION SIGNS	4
SPECIAL TERMS AND CONDITIONS	5
DEWATERING, SHEETING AND BRACING	6
MAINTENANCE OF TRAFFIC	6
MAINTENANCE OF TRAFFIC PLAN	6
MAINTENANCE OF STORM DRAINAGE SYSTEM	6
SIDEWALKS TO REMAIN OPEN	7
DUST CONTROL	7
UNDERGROUND UTILITY LOCATIONS	7
UTILITY COORDINATION	7
UTILITY CONFLICTS	8
DAILY CLEAN-UP REQUIREMENTS	8
MAINTENANCE AND RESTORATION OF JOB SITE	8
NOTICE AND SERVICE THEREOF	8
REQUIREMENTS FOR CONTROL OF THE WORK	9
PROJECT SCHEDULE	9
USE OF PRIVATE PROPERTY	10
CONSTRUCTION PHOTOGRAPHY	10
POST-CONSTRUCTION STORM PIPE TESTING	12
CONTRACTOR TO EXECUTE NPDES "NOTICE OF INTENT"	12
WORKSITE TRAFFIC SUPERVISOR	12
CONTRACTOR'S SUPERVISION	13
LIST OF EMERGENCY CONTACT NUMBERS & UTILITY SERVICE MAINTENANCE	13
EXISTING SIDEWALK	13
PEDESTRIAN ACCESS	13
RECORD DRAWINGS AND PROJECT CERTIFICATION	14
MATERIAL TESTING TABLE	16
DISCRETIONARY WORK	17
JOINT USE POLE INSTALLATION	17

SPECIAL PROVISIONS

GENERAL

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

STANDARD SPECIFICATIONS

The standard Specifications to be used for this work shall be Division II and III the Florida Department of Transportation (FDOT) *Standard Specifications for Road and Bridge Construction*, 2007 Edition and all Supplemental Specifications thereto, hereinafter referred to as the *Standard Specifications*, for roadway construction, except as amended under this Contract.

The Contractor's work shall follow the Manatee County Public Works Utility Standards and Specifications (2009) for the water main work.

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

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

NO SEPARATE PAYMENT FOR SPECIAL PROVISIONS

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

MATERIALS

a. **Delivery Tickets**: It will be necessary to submit a copy of all delivery tickets for materials used on the project, regardless of the basis of payment.

b. **Job Mix Formula for Asphaltic Concrete**: Attention is directed to the requirement that job mix formulas for asphaltic concrete, of the type specified, be submitted at least 14 days before plant operations begin. The submitted formula should be derived, or approved, by the laboratory approved by the Owner to make test on the Project. Costs for such job mix formulation will be paid by the Contractor directly to the assigned laboratory.

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

LABORATORY TESTING

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

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

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

MEASUREMENT AND PAYMENT

a. All work completed under the terms of this contract shall be measured according to United States Standard Measures.

b. All measurements shall be taken horizontally or vertically unless specifically provided otherwise.

c. No payment will be made for construction over a greater area than authorized, nor for material moved from outside of stakes and data shown on the plans, except when such work is performed upon instructions of the Engineer.

d. The Contractor shall accept compensation provided under the terms of this contract as full payment for furnishing all materials and for performing all work contemplated and embraced under this contract. Such compensation shall also be for any and all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions encountered during the contract period until final acceptance by the Owner.

e. Whenever any change, or combination of changes, on the plans results in an increase or decrease in the original contract quantities, and the work added or decreased/eliminated is of the same general character as that called for on the plans, the Contractor shall accept

payment in full at the original contract unit prices for the actual quantity of work performed, with no allowance for any loss of anticipated profits.

f. It is the Contractor's responsibility to perform a detailed quantity take-off from the plans to determine actual quantities for ordering and delivery purposes. The Owner will not be responsible for quantities ordered in excess of those installed and constructed. The Contractor should be aware that some of the pay items may have contingency quantities. Payment shall be made only for final in-place quantities.

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

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

RESTORATION

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

COOPERATION WITH OTHERS

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

PRIORITY

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

SITE INVESTIGATION

The Contractor acknowledges that he has satisfied himself as to the nature and location of the work; the general and local conditions, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric

power, roads; and uncertainties of weather, water stages, tides or similar physical conditions at the site; the conformation and conditions of the ground; the character of equipment and facilities needed preliminary to and during prosecution of the work.

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

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

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

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

PROJECT IDENTIFICATION SIGNS

The Contractor shall be responsible for furnishing, installing and maintaining four (4) County project identification signs and removal of same upon completion of the construction. Project identification sign shall be constructed and maintained at the project site as directed by the Owner. The Contractor shall erect, maintain and relocate the sign as directed for the duration of the Project.

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

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

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

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

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

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

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

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

SPECIAL TERMS AND CONDITIONS

Soil Erosion and Siltation

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

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

- **Baled hay and straw barriers** designed, furnished and installed by the Contractor in accordance with the plans, FDOT Section 104-6-4, and FDOT Design Standard Index No. 102.

- **Floating turbidity barriers and staked turbidity barriers** furnished and installed by the Contractor as shown on the plans and/or required by conditions of the permits and as outlined in FDOT Section 104-6.4.11.

Shop Drawings

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

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

- Traffic Control Plan
- Erosion Control Plan
- Shop Drawings listed in the Plans

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

Payment for the temporary pavement and maintenance of this pavement shall be included under the optional base and Type SP structural course pay item.

DEWATERING, SHEETING AND BRACING

Payment for dewatering, sheeting and bracing shall be included in the applicable pay items 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 submit to the Project Manager for record purposes only, a detailed description of the proposed dewatering system. This 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.

MAINTENANCE OF TRAFFIC

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

MAINTENANCE OF TRAFFIC PLAN

The Contractor shall prepare a Maintenance of Traffic plan and submit it to the Engineer and the Project Manager for review prior to implementation. It must comply with all FDOT safety criteria, FDOT Design Standards 600 Series Indexes, 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 licensed professional engineer with a current FDOT Advanced Work Zone certification. No road closures will be allowed without approval from the Engineer.

MAINTENANCE OF STORM DRAINAGE SYSTEM

The Contractor shall be responsible at all times to maintain the operation of existing stormwater facilities, or, when existing stormwater facilities are removed, to provide equivalent capacity alternate forms of stormwater removal adequate to prevent upstream flooding in excess of existing conditions. This responsibility shall include the installation of temporary connections,

bypass pumping, or other temporary means necessary until the new drainage system is fully operational. Payment for these items shall be included under the applicable pay item.

SIDEWALKS TO REMAIN OPEN

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

DUST CONTROL

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

UNDERGROUND UTILITY LOCATIONS

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

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

UTILITY COORDINATION

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

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

Payment for Utility Coordination shall be included under the lump sum Bid Item Number 3, Utility Coordination.

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.

DAILY CLEAN-UP REQUIREMENTS

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

MAINTENANCE AND RESTORATION OF JOB SITE

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

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

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

NOTICE AND SERVICE THEREOF

All notices, which shall include demands, instructions, requests, approvals, and claims shall be in writing. Any notice to or demand upon the Contractor shall be sufficiently given if delivered to the office of the Contractor specified in the bid (or to such other office as the Contractor may, from time to time, designate to the Owner in writing), or if deposited in the United States mail in

a sealed, postage prepaid envelope, or delivered, with charges prepaid, sent via fax transmission, or to any telegraph company for transmission, in each case addressed to such office.

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

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

REQUIREMENTS FOR CONTROL OF THE WORK

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

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

PROJECT SCHEDULE

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

- Schedule will be submitted on 11-inch by 17-inch paper.
- The time scale (horizontal) shall be in weeks. The activities shall be listed on the left hand side (vertical).
- Activities shall show most Work activities. The listing from top to bottom shall be in a logical sequence of how the Work will be accomplished. Space shall be provided between activities or within bars to allow for marking of actual progress.

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

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

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

USE OF PRIVATE PROPERTY

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

CONSTRUCTION PHOTOGRAPHY

General

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

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

Qualifications

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

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

Project Photographs

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

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

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

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

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

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

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

Negatives

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

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

Videotape Recording

Videotaping may be used in lieu of construction photographs.

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

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

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

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

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

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

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

POST-CONSTRUCTION STORM PIPE TESTING

The Contractor shall inspect and televise all newly constructed storm pipes on the project. 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.

CONTRACTOR TO EXECUTE NPDES "NOTICE OF INTENT"

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

WORKSITE TRAFFIC SUPERVISOR

a. The Contractor shall have a Worksite Traffic Supervisor who will be responsible for initiating, installing and maintaining all traffic control devices as described in Section 102 of the FDOT *Standard Specifications for Road and Bridge Construction* and in the Plans. The Worksite Traffic Supervisor shall have at least one year of experience directly related to work site traffic control in a supervisory or responsible capacity and shall be certified by the American Traffic Safety Services Association Worksite Traffic Supervisor Certification Program or an equal approved by FDOT. Approved alternate Worksite Traffic Supervisors may be used when necessary.

b. The Worksite Traffic Supervisor shall be available on a 24-hour per day basis and shall review the project on a day-to-day basis as well as being involved in all changes to traffic control. The Worksite Traffic Supervisor shall have access to all equipment and materials needed to maintain traffic control and handle traffic related situations. The Worksite Traffic Supervisor shall ensure that routine deficiencies are corrected within a 24-hour period.

c. The Worksite Traffic Supervisor shall be available on the site within 45 minutes after notification of an emergency situation, prepared to positively respond to repair the work zone traffic control or to provide alternate traffic arrangements.

d. Failure of the Worksite Traffic Supervisor to comply with the provisions of the Sub-article may be grounds for decertification or removal from the project or both. Failure to maintain a designated Worksite Traffic Supervisor or failure to comply with these provisions will result in

temporary suspension of all activities except traffic and erosion control and such other activities deemed to be necessary for project maintenance.

e. Payment for Worksite Traffic Supervisor shall be included under the pay item for Maintenance of Traffic.

CONTRACTOR'S SUPERVISION

a. Prosecution of Work: The Contractor shall give the work the constant attention necessary to assure the scheduled progress. He shall cooperate fully with the Engineer 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 Engineer or his authorized representatives. The superintendent shall have full authority to execute the orders or directions of the Engineer 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.

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

LIST OF EMERGENCY CONTACT NUMBERS & UTILITY SERVICE MAINTENANCE

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

EXISTING SIDEWALK

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

PEDESTRIAN ACCESS

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

RECORD DRAWINGS AND PROJECT CERTIFICATION

This section and number of copies applies only to roadway and drainage record drawings.

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

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

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

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

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 two write-only CD-ROMs, one set of 24-inch by 36-inch mylar record drawings and four sets of 24-inch by 36-inch certified prints with the Surveyor's certification.

All Digital Drawings shall be identical to those submitted as hard copy. The Digital Drawing files shall be AutoCAD format (Release 2004 or later) and shall include all external reference drawings, text fonts, shape files and all other files necessary to make use of the drawings.

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

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

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

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

MATERIAL TESTING TABLE

ITEM	TEST	TEST IDENTIFICATION	TEST REQUIREMENTS VERTICAL	TEST FREQUENCY HORIZONTAL
UTILITY TRENCH BACKFILL	MAXIMUM DENSITY OPTIMUM MOISTURE	AASHTO T-180	N/A	PER SOIL CLASSIFICATION/ PER LABORATORY
	FIELD DENSITY	AASHTO T-180	PER PLANS	ONE PER 200 LF
SUBGRADE UNCLEAR NEW CURB	MAXIMUM DENSITY OPTIMUM MOISTURE	AASHTO T-180	N/A	PER SOIL CLASSIFICATION/ PER LABORATORY
	FIELD DENSITY	AASHTO T-180	PER PLANS	ONE PER 200 LF
LIMEROCK/ SHELL BASE	MAXIMUM DENSITY OPTIMUM MOISTURE	AASHTO T-180	N/A	PER SOIL CLASSIFICATION/ PER LABORATORY
	FIELD DENSITY	AASHTO T-180	PER PLANS	ONE PER 200 LF
SOIL CEMENT BASE	SOIL CEMENT PLACEMENT/ MONITORING DENSITIES THICKNESS DETERMINATIONS	AASHTO T-134 AND AASHTO T-135	PER PLANS	ONE PER 200 LF
CONCRETE	COMPRESSIVE STRENGTH (THREE CYLINDERS/TEST)	AASHTO T-23 AND AASHTO T-119	PER SPECS	PER SPECS/MIN. OF ONE SET/DAY FOR POURS BETWEEN 10 & 50 CY
	SLUMP, AIR CONTENT	AASHTO T-22 AND AASHTO T-180	PER SPECS	ADDITIONAL SET FOR EACH 50 CY DAILY OR 1 PER 50 CY MAX
ASPHALT	MATERIAL QUALITY GRADATION, STABILITY BITUMEN CONTENT	FLORIDA D.O.T.	PER SPECS	PER SPECS DAILY OR 1 PER 50 CY MAX
RECYCLED CONCRETE BASE	GRADATION DENSITIES THICKNESS DETERMINATIONS	AASHTO T-180	PER SPECS	PER SOIL CLASSIFICATION/ PER LABORATORY ONE PER 200 LF

Pay Item No. 50
MISCELLANEOUS ALLOWANCE (Contingency)

The Miscellaneous Allowance (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 Engineer before the start of the work. No payment shall be made for work completed without written authorization from the Owner or Engineer.

Method of Measurement and Basis of Payment

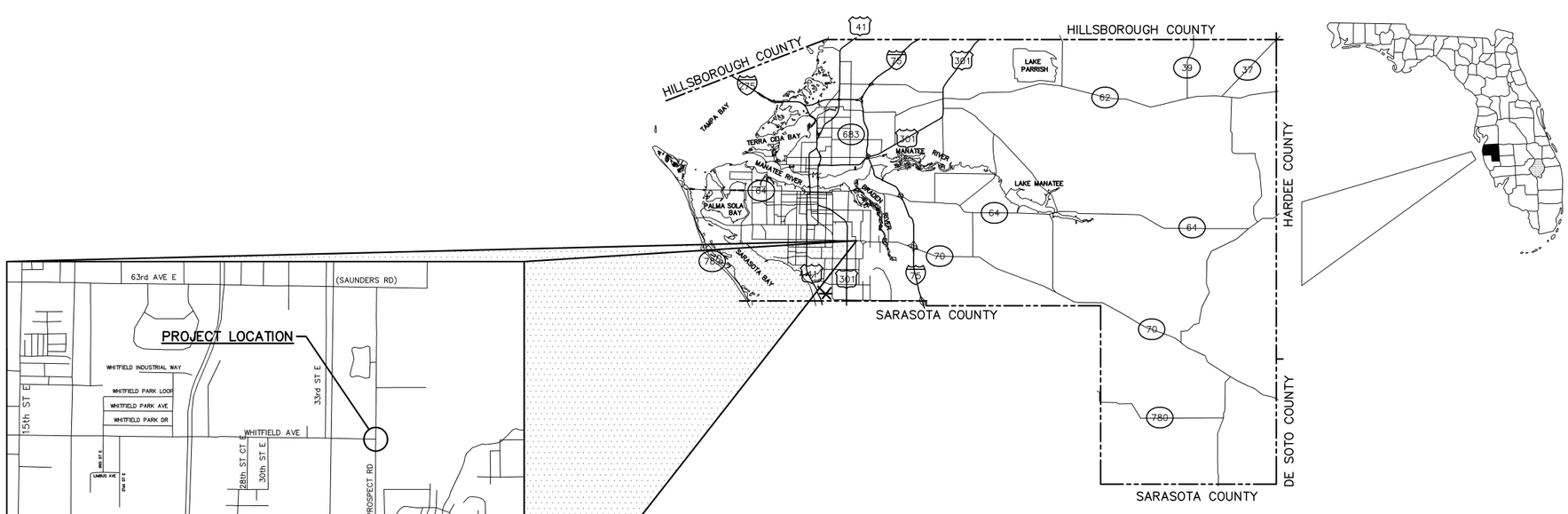
Payment for authorized work shall be per 7.3 of the general conditions.

JOINT USE POLE INSTALLATION

The contractor shall provide engineering services for county/FPL Joint Use Pole. The contractor shall coordinate with Manatee County for final approval. The contractor shall coordinate with FPL for the installation. All upper FPL holes shall be factory installed perpendicular to the load. All FPL hole locations to remain as shown on the plans. Catenary and messenger cable drilled holes locations and setting depth shall be determined by engineer.

Contractor to "clear" the proposed pole hole location or all conflicts (including A 4-5 ft. Deep preliminary excavation to verify no underground utilities are in conflict) FPL will auger the necessary hole as required (15 feet to 20 feet deep) and set the provided pole. The contractor will then backfill the hole as needed and remove all spoil from site.

MANATEE COUNTY, FLORIDA
WHITFIELD AVENUE AT
PROSPECT ROAD INTERSECTION IMPROVEMENTS
CONSTRUCTION PLANS
341-6068360

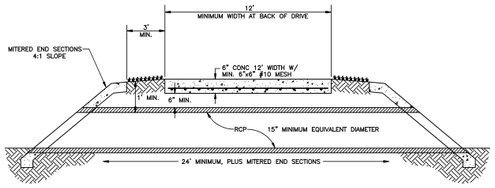


INDEX TO DRAWINGS	
SHT. NO.	DESCRIPTION
1	COVER SHEET
2	LIMITS OF CONSTRUCTION
3–6	PLAN SHEETS
7	TYPICAL SECTION
8–10	CROSS SECTIONS
11	PAVEMENT MARKING AND SIGNING PLANS
12–15	PAVEMENT MARKING AND SIGNING PLANS
16–17	CONSTRUCTION DETAILS
18–21	EROSION CONTROL SHEETS WITH SILT FENCE
22	BEST MANAGEMENT PRACTICE (BMP)

APPROVED BY:

H. WAYNE ROBERTS, P.E.
FLORIDA P.E. # 39612
MANATEE COUNTY GOVERNMENT
PUBLIC WORKS DEPARTMENT
1022 26TH AVENUE EAST
BRADENTON, FL. 34208

DATE



TYPICAL DRIVEWAY

VARIABLES: C.M.P. WILL NOT BE ALLOWED WITHIN THE RIGHT-OF-WAY.
R.C.P. WILL REQUIRE A MINIMUM 6" OF COVER BENEATH BOTTOM OF DRIVEWAY, FOR A TOTAL OF 1' OF COVER. HDPE PIPE IS ACCEPTABLE IN LIEU OF RCP.

NOTE: 1) GRADES AND LOCATIONS MUST BE REVIEWED AND APPROVED BY THE DRIVEWAY INSPECTOR FOR ALL PIPE INSTALLATIONS

2) ACTUAL REQUIRED PIPE DIAMETER WILL BE BASED ON THE FLOW RATE REQUIRED TO PASS THROUGH PIPE SO AS NOT TO IMPOUND WATER UPSTREAM.

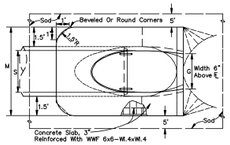
3) PIPE SIZE TO BE DETERMINED AND APPROVED BY MANATEE COUNTY.

TYPICAL DRIVEWAY PIPE CROSS SECTION
N.T.S.

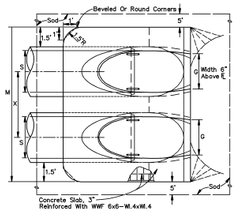
ELIPTICAL PIPE

DIMENSIONS & QUANTITIES

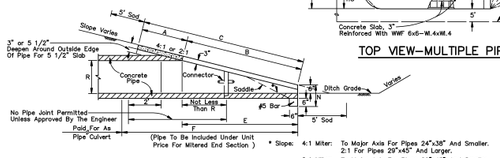
	Rise R	Span S	X	A	B	C	E	F	G	M Single Pipe	M Double Pipe	M Triple Pipe	M Quad. Pipe
2:1 Slope	12"	18"	2'-10"	1.97'	1.62'	3.59'	1.56'	4'	1.50'	4.92'	7.75'	10.58'	13.42'
	14"	23"	3'-4"	2.01'	1.99'	4.00'	1.89'	5'	1.90'	5.38'	8.71'	12.04'	15.38'
	19"	30"	4'-0"	2.11'	2.92'	5.03'	2.73'	6'	2.37'	6.04'	10.04'	14.04'	18.04'
	24"	38"	5'-0"	2.20'	3.85'	6.05'	3.56'	7'	2.85'	6.79'	11.79'	16.79'	21.79'
	29"	45"	5'-11"	2.34'	4.79'	7.13'	4.39'	8'	3.19'	7.50'	13.42'	19.33'	25.25'
	34"	53"	7'-0"	2.43'	5.72'	8.15'	5.23'	9'	3.57'	8.25'	15.25'	22.25'	29.25'
	38"	60"	7'-10"	2.52'	6.46'	8.98'	5.89'	9'	3.95'	8.92'	16.75'	24.58'	32.42'
	43"	68"	8'-11"	2.62'	7.39'	10.01'	6.73'	10'	4.28'	9.67'	18.58'	27.50'	36.42'
	48"	76"	9'-11"	2.71'	8.33'	11.04'	7.56'	11'	4.59'	10.42'	20.33'	30.25'	40.17'
	53"	83"	10'-8"	2.80'	9.26'	12.06'	8.39'	12'	4.77'	11.08'	21.75'	32.42'	43.08'
	58"	91"	11'-8"	2.90'	10.19'	13.09'	9.23'	13'	5.01'	11.83'	23.50'	35.17'	46.83'
4:1 Slope	12"	18"	2'-10"	2.36'	3.06'	5.42'	3.03'	5'	1.50'	4.92'	7.75'	10.58'	13.42'
	14"	23"	3'-4"	2.44'	3.75'	6.19'	3.70'	6'	1.90'	5.38'	8.71'	12.04'	15.38'
	19"	30"	4'-0"	2.62'	5.47'	8.09'	5.36'	8'	2.37'	6.04'	10.04'	14.04'	18.04'
	24"	38"	5'-0"	2.79'	7.18'	9.97'	7.03'	10'	2.85'	6.79'	11.79'	16.79'	21.79'
	29"	45"	5'-11"	3.05'	8.90'	11.95'	8.70'	12'	3.19'	7.50'	13.42'	19.33'	25.25'
	34"	53"	7'-0"	3.22'	10.62'	13.84'	10.36'	13'	3.57'	8.25'	15.25'	22.25'	29.25'
	38"	60"	7'-10"	3.39'	11.99'	15.38'	11.70'	15'	3.95'	8.92'	16.75'	24.58'	32.42'
	43"	68"	8'-11"	3.56'	13.71'	17.27'	13.36'	17'	4.28'	9.67'	18.58'	27.50'	36.42'
	48"	76"	9'-11"	3.73'	15.43'	19.16'	15.03'	19'	4.59'	10.42'	20.33'	30.25'	40.17'
	53"	83"	10'-8"	3.91'	17.15'	21.06'	16.70'	20'	4.77'	11.08'	21.75'	32.42'	43.08'
	58"	91"	11'-8"	4.08'	18.87'	22.95'	18.36'	22'	5.01'	11.83'	23.50'	35.17'	46.83'



TOP VIEW-SINGLE PIPE

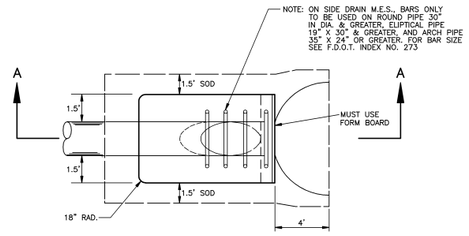


TOP VIEW-MULTIPLE PIPE

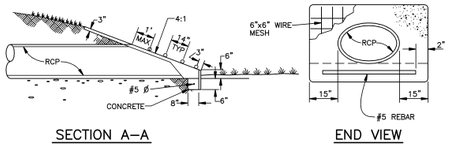


SECTION

MITERED END SECTION FOR ELIPTICAL, SINGLE, AND MULTIPLE PIPES
N.T.S.



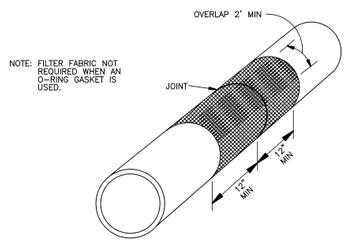
PLAN VIEW



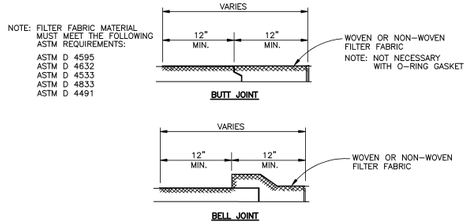
SECTION A-A END VIEW

SOD TO BE PLACED 1.5 FT AROUND THE PERIMETER OF THE WALL. SOD TO BE BAHIA; ST. AUGUSTINE SOD WHERE THERE IS TIDAL, HEAVY CONCENTRATION OF SALT, OR SURROUNDING PROPERTY IS ST. AUGUSTINE.

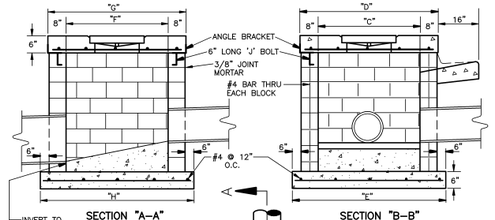
DRIVEWAY AND ROAD PIPE MITERED END SECTION
N.T.S.



ISOMETRIC VIEW



FILTER FABRIC JACKET
N.T.S.



PLAN VIEW

NOTE: DIMENSIONS PER SECTION 202.0

A) THE FOLLOWING MATERIALS TO BE AS SPECIFIED IN THE FLORIDA D.O.T. SPEC'S. 1991, SECTION 346 CONCRETE, SECT. 962-8 IRON CASTING, SECT. 931-1 REINFORCEMENT STEEL, SECT. 425 INLETS, MANHOLES & JUNCTION BOXES.

B) FILL BLOCKS WITH 3,000 psi CONCRETE, USE #4 ROD IN EACH BLOCK, 16" O/C.

C) 2" MINIMUM COVER ON ALL REBAR.

D) USE #4 REBARS ON 6" CENTERS BOTH WAYS ON LID; NO.4 REBARS ON 12" CENTERS BOTH WAYS ON FLOOR SLAB.

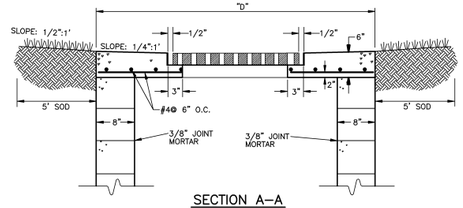
E) SEE SHEET 202.0 FOR GENERAL NOTES AND DIMENSION INDEX.

F) ALL EXPOSED CORNERS AND EDGES TO BE CHAMFERED 3/4".

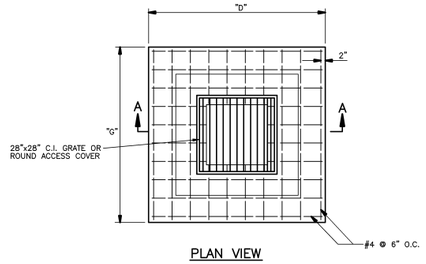
G) PRECAST BOXES AS SPECIFIED IN F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS (2000) ARE AN ACCEPTABLE ALTERNATIVE AS APPROVED BY THE TRANSPORTATION DIRECTOR OR HIS DESIGNEE.

H) ALL PIPE ENTRIES TO CATCH BASIN TO BE GROUTED AND SEALED.

TYPICAL CONC. BLOCK BOX
N.T.S.



SECTION A-A



PLAN VIEW

NOTE: DIMENSIONS "D" & "G" PER SECTION 202.0

A) ALTERNATE C.I. GRATES, 18"X 24", 24"X 24", 28"X 36".

B) SOD TO BE PLACED A MINIMUM OF 5' AROUND BOX.

C) THE FOLLOWING MATERIALS SHALL BE AS SPECIFIED IN FLORIDA D.O.T. SPEC'S., 2000. SEC 346 CONCRETE, SEC 962-8 IRON CASTING, SEC 931-1 REINFORCED STEEL.

D) FILL BLOCKS WITH 3,000 P.S.I. CONCRETE (EACH CELL), USE # 4 ROD IN EACH BLOCK, 16" O/C.

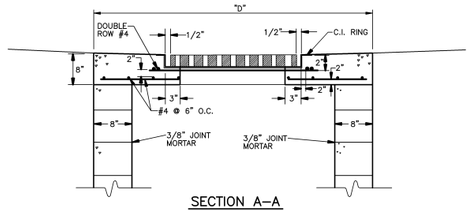
E) USE #4 ROD ON 6" CENTERS BOTH WAYS ON LID.

F) SEE SHEET # 202.0 GENERAL NOTES AND DIMENSIONS INDEX, ALSO SHEET 202.1 TYP. CONC. BOX.

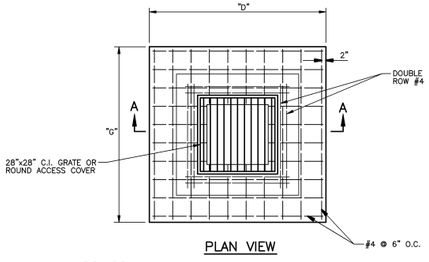
G) PRECAST BOXES AS SPECIFIED IN F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS ARE AN ACCEPTABLE ALTERNATIVE AS APPROVED BY THE TRANSPORTATION DIRECTOR OR HIS DESIGNEE.

H) ANGLE BRACKETS SHOWN ON 202.1 NOT REQUIRED.

NON-TRAFFIC BEARING BOX LID
N.T.S.



SECTION A-A



PLAN VIEW

NOTE: DIMENSIONS "D" & "G" PER SECTION 202.0

A) ALTERNATE C.I. GRATES, 18"X 24", 24"X 24", 28"X 36" OR ACCESS COVER (202.6).

B) 8" TRAFFIC BEARING LID W/ REINFORCING C.I. RING & DOUBLE ROW OF #4 REBAR.

C) FOLLOWING MATERIALS ARE SPECIFIED IN FLORIDA D.O.T. SPEC'S., 2000. SEC 346 CONCRETE, SEC 962-8 IRON CASTING, SEC 931-1 REINFORCED STEEL.

D) FILL BLOCKS WITH 3,000 P.S.I. CONCRETE (EACH CELL), USE #4 ROD IN EACH BLOCK, 16" O/C.

E) USE #4 ROD ON 6" CENTERS BOTH WAYS ON LID. (SEE 202.3 E)

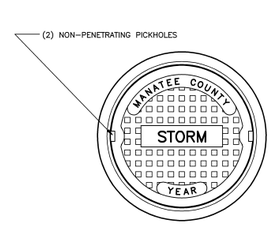
F) SEE SHEET # 202.0 GENERAL NOTES AND DIMENSIONS INDEX, ALSO SHEET 202.1 TYP. CONC. BOX.

G) INVERT TO BE GROUTED (SEE 202.1).

H) PRECAST BOXES AS SPECIFIED IN F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS ARE AN ACCEPTABLE ALTERNATIVE AS APPROVED BY THE TRANSPORTATION DIRECTOR OR HIS DESIGNEE.

I) ANGLE BRACKETS SHOWN ON 202.1 NOT REQUIRED.

TRAFFIC BEARING BOX LID
N.T.S.



COVER

RING

USF 1110 RING & PROPOSED COVER

NOTE:
1 - MATERIAL; ASTM-A48 CLASS 30B GRAY IRON.
2 - COVER WEIGHT: 105 LBS. APPROX.
3 - RING WEIGHT: 90 LBS. APPROX.

ACCESS COVER FOR STORMWATER JUNCTION BOX (PUBLIC)
N.T.S.

MANATEE COUNTY PUBLIC WORKS DEPARTMENT

WHITFIELD AVENUE @ PROSPECT ROAD
INTERSECTION IMPROVEMENTS

CONSTRUCTION DETAILS SHEET 2

REVISION		DATE
	BY	DATE
SURVEYED		
DESIGNED		
DRAWN	MRJ	6/08
CHECKED		

SCALE: N.T.S.

SEAL

APPROVED BY:

H. WAYNE ROBERTS, P.E.
FLORIDA P.E. # 39612
MANATEE COUNTY GOVERNMENT
PUBLIC WORKS DEPARTMENT
1022 26TH AVENUE EAST
BRADENTON, FL. 34208

DATE

SHEET 17 OF 22

Sheet Number:
Sheet Title:
File No:

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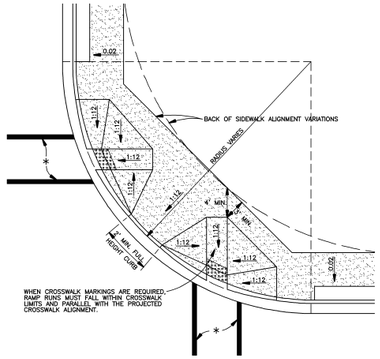


* CROSSWALK WIDTHS AND CONFIGURATION VARY. MUST CONFORM TO FDOT INDEX NO. 17344 AND 17346.

1) CURB CUT RAMPS ARE TO BE LOCATED AS SHOWN ON PLANS.

2) SEE SHEETS # 300.1 "GENERAL NOTES" & # 301.2 "HANDICAPPED RAMP" SHT 2 FOR FURTHER REQUIREMENTS.

3) RADIUS OF CURB VARIES AS FOLLOWS:

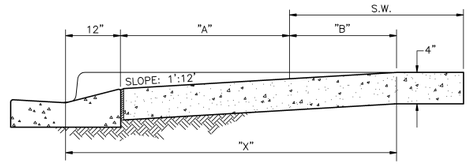
   A) 25' RAD. LOCAL STREET WITH ALLEY.
   B) 25' RAD. LOCAL STREET WITH LOCAL STREET.
   C) 35' RAD. LOCAL STREET WITH THOROUGHFARE OR COLLECTOR.
   D) 50' RAD. THOROUGHFARE WITH THOROUGHFARE

4) CURB RADIUS SHOULD BE A MINIMUM OF 50' WHERE INDUSTRIAL AND BUS TRAFFIC (5% OR MORE) IS ANTICIPATED ON LOWER CLASSIFICATION ROADWAYS.

5) BOTH LOCATION OPTIONS FOR HANDICAPPED RAMP ARE SHOWN. ENGINEER MAY SELECT EITHER, WHICHEVER FITS THE SITUATION.

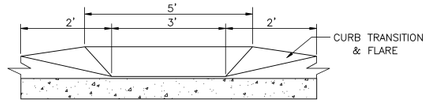
NOTE: FOR COMPLETE HANDICAP, PUBLIC SIDEWALK AND CURB RAMP DETAILS, SEE F.D.O.T. DESIGN STANDARDS, 2006 EDITION, INDEX 304, SHEETS 1 THROUGH 6.

HANDICAPPED RAMP DETAILS



SECTION A–A
(SEE SHEET 301.0)

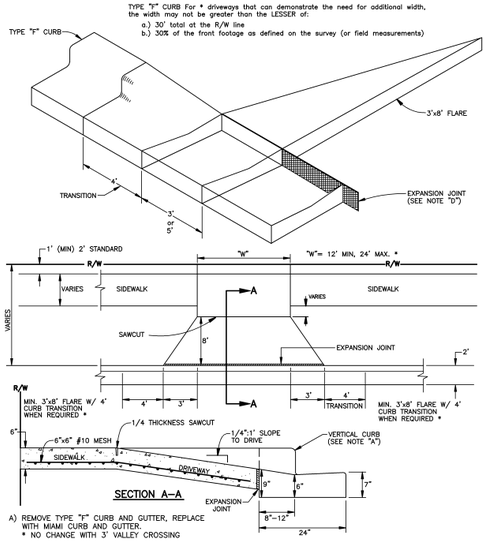
S.W.= SIDEWALK	"A"	S.W.+ A + 10"	"X"	"B"
5'	0	5.8'	5.8'	5'
6'	0	6.8'	6.8'	6'
7'	0	7.8'	7.3'	6.5'
8'	0	8.8'	7.3'	6.5'
5'	2'	7.8'	7.8'	5'
5'	2.5'	8.3'	8.1'	4.8'
5'	3'	8.8'	8.2'	4.4'
5'	3.5'	9.3'	8.4'	4.1'
5'	4'	9.8'	8.6'	3.8'
5'	4.5'	10.3'	8.7'	3.4'
5'	5'	10.8'	9.1'	3.1'



SECTION B–B
(SEE SHEET 301.0)

NOTE: FOR COMPLETE HANDICAP, PUBLIC SIDEWALK AND CURB RAMP DETAILS, SEE F.D.O.T. DESIGN STANDARDS, 2006 EDITION, INDEX 304, SHEETS 1 THROUGH 6.

HANDICAPPED RAMP DETAILS



SECTION A–A

A) REMOVE TYPE "F" CURB AND GUTTER, REPLACE WITH MIAMI CURB AND GUTTER.
* NO CHANGE WITH 3' VALLEY CROSSING

B) REMOVE EXISTING SIDEWALK, REPLACE WITH 6" CONCRETE, 6"x6" #10 MESH 3000 PSI AT 28 DAYS.

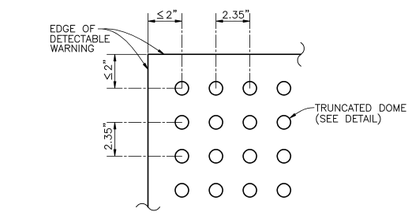
C) DRIVEWAY CONSTRUCTED WITH 6" CONCRETE WITH 6"x6" #10 MESH 3000 PSI AT 28 DAYS

D) EXPANSION JOINT 1/2" PREFORMED JOINT FILLER PER FDOT SECTION 932–1.1 OR APPROVED ALTERNATE

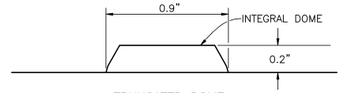
E) 5' SIDEWALK ON LOCAL STREETS, 5' SIDEWALK ON THOROUGHFARES. MIXED USE PATHS MAY REQUIRE 8' SIDEWALKS PER LAND DEVELOPMENT CODE.

F) SAWCUT (1/4 THICKNESS MINIMUM) ON 10' CENTERS. IF DRIVE IS WIDER THAN 12', ADD JOINTS AT 10' CENTERS.

CURB CUT & TRANSITION W/ T–FLARE FOR RESIDENTIAL DRIVES



PLAN VIEW



TRUNCATED DOME

NOTES:

DETECTABLE WARNINGS ON WALKING SURFACES

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

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

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

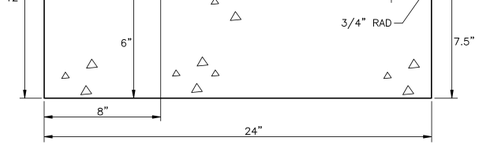
THE MATERIAL USED TO PROVIDE CONTRAST SHOULD CONTRAST BY AT LEAST 70%. CONTRAST IN PERCENT IS DETERMINED BY:

$$\text{CONTRAST} = [(B1 - B2)/B1] \times 100$$

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

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

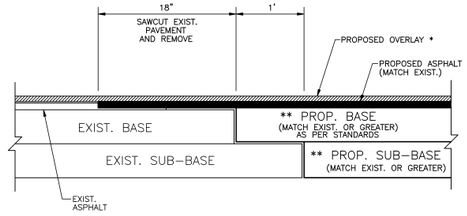
CURB RAMP DETECTABLE WARNINGS



A) CLASS 1 CONCRETE 3,000 P.S.I. AT 28 DAYS.

B) CURB AND GUTTER SHALL MEET THE SPECIFICATIONS ESTABLISHED BY FLORIDA D.O.T. STANDARD SPECIFICATIONS PER F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS INDEX NO. 300, LATEST REVISION.

TYPE F CURB & GUTTER

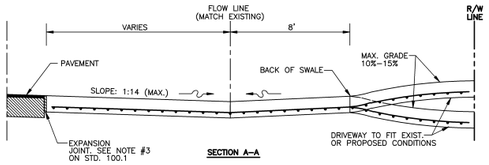


* NOTE: LIMITS OF OVERLAY – EDGE OF PAVEMENT TO EDGE OF PAVEMENT AND 25' BEYOND LIMITS OF CONSTRUCTION.

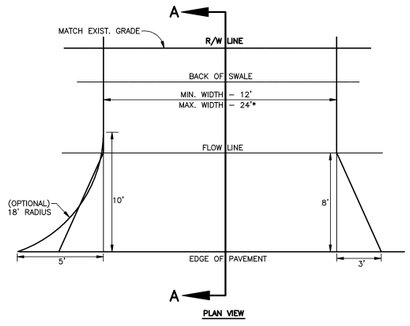
** NOTE: CONNECTION TO OLDER (SUBSTANDARD THICKNESS) ROADS MAY REQUIRE THICKER PROPOSED BASE AND SUB–BASE TO MEET CURRENT STANDARDS.

SIGNAGE AND MARKING PLAN SHALL ACCOMPANY CONSTRUCTION PLAN.

ROAD CONNECTION DETAIL
N.T.S.



SECTION A–A



PLAN VIEW

* For driveways that can demonstrate the need for additional width, the width may not be greater than the LESSER of:
a.) 30' total at the R/W line
b.) 30% of the front footage as defined on the survey (or field measurements, 36' max.)

(A) CONSTRUCT WITH 6" REINFORCED CONCRETE (3,000 psi @ 28 DAYS) WITH 6"x6" #10 MESH FROM EDGE OF PAVEMENT TO THE RIGHT–OF–WAY LINE.

(B) DRIVEWAYS ADJACENT TO A PAVED ROADWAY MUST HAVE THE APRON CONSTRUCTED IN COMPLIANCE WITH THE NOTE (A) ABOVE.

(C) EXISTING DRAINAGE FLOWLINE TO BE MAINTAINED. PIPING MAY BE REQUIRED AT THE COUNTY'S DISCRETION.

(D) 3'x8' FLARED APRON IS MINIMAL, OR 18' RADIUS.

(E) ENGINEERING DIVISION MANAGER MAY APPROVE THE USE OF A SWALE DRIVE, IF ON–SITE CONDITIONS ARE FAVORABLE.

RURAL RESIDENTIAL (SWALE DRIVE)

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Sheet Number | Sheet Title | File No:

MANATEE COUNTY PUBLIC WORKS DEPARTMENT

WHITFIELD AVENUE @ PROSPECT ROAD INTERSECTION IMPROVEMENTS

CONSTRUCTION DETAILS SHEET 1

REVISION		DATE
	BY	DATE
SURVEYED		
DESIGNED		
DRAWN	MRJ	6/08
CHECKED		

SCALE: N.T.S.

SEAL

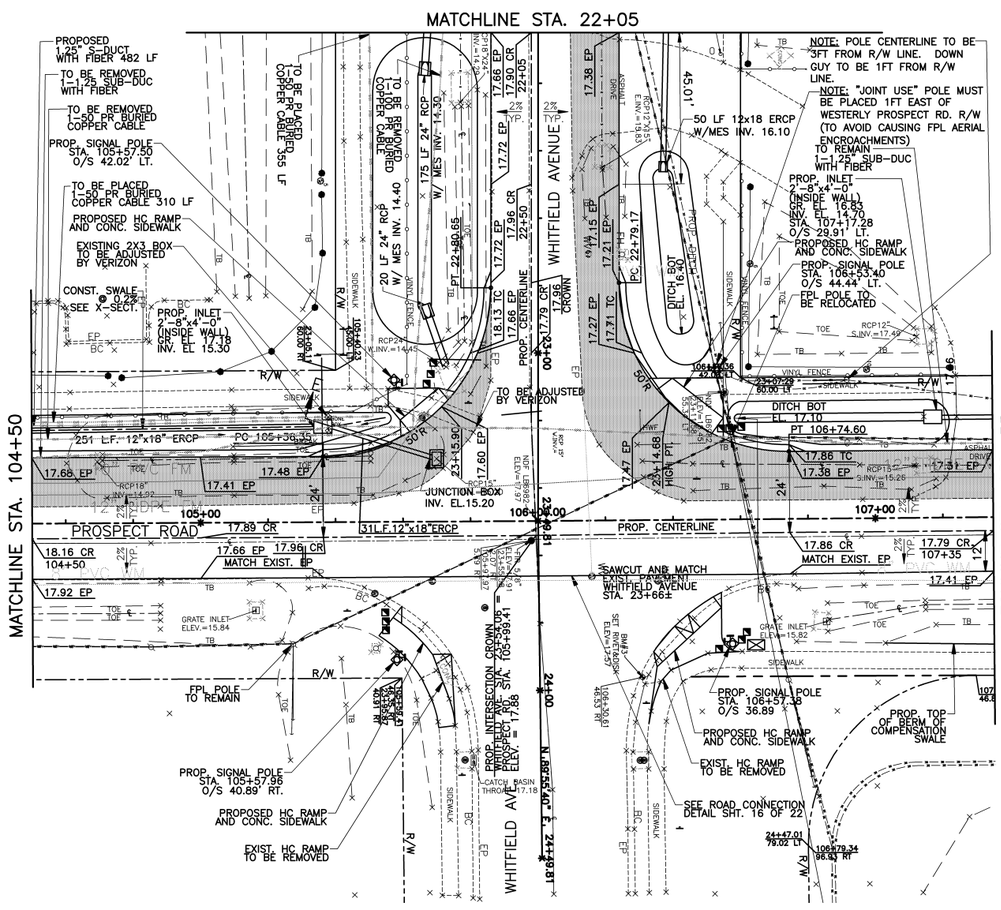
APPROVED BY:

H. WAYNE ROBERTS, P.E.
FLORIDA P.E. # 39612
MANATEE COUNTY GOVERNMENT
PUBLIC WORKS DEPARTMENT
1022 26TH AVENUE EAST
BRADENTON, FL. 34208

DATE

SHEET 16 OF 22

SCALE: 1"=20'



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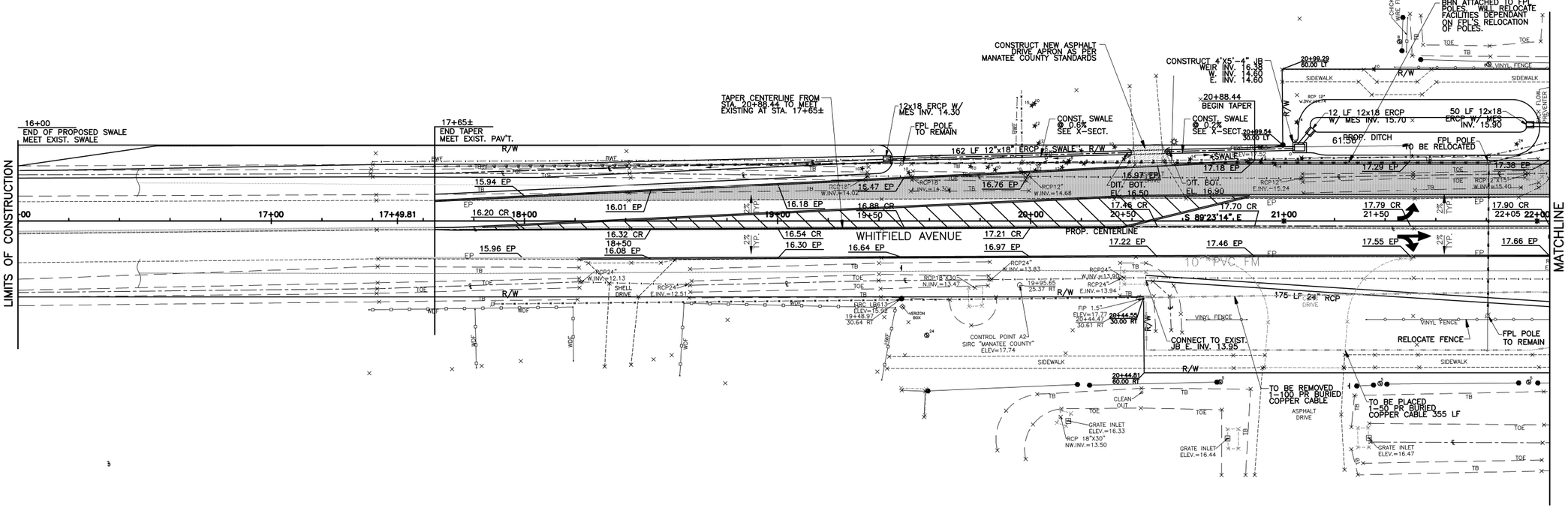
MANATEE COUNTY
PUBLIC WORKS
DEPARTMENT

WHITFIELD AVENUE @ PROSPECT ROAD
INTERSECTION IMPROVEMENTS
CONSTRUCTION PLANS SHEET

REVISION		DATE

Sheet Number | Sheet Title | File No

SCALE: 1"=20'



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MANATEE COUNTY
PUBLIC WORKS
DEPARTMENT

WHITFIELD AVENUE @ PROSPECT ROAD
INTERSECTION IMPROVEMENTS
CONSTRUCTION PLANS SHEET 2

REVISION		DATE

	BY	DATE
SURVEYED		
DESIGNED	AM	2/09
DRAWN	MJM	2/09
CHECKED	CZ	
SCALE: 1" = 20'		

SEAL

APPROVED BY:

H. WAYNE ROBERTS, P.E.
FLORIDA P.E. # 39612
MANATEE COUNTY GOVERNMENT
PUBLIC WORKS DEPARTMENT
1022 26TH AVENUE EAST
BRADENTON, FL. 34208

DATE

SHEET 4 OF 22

Sheet Number:

Sheet Title:

File No:

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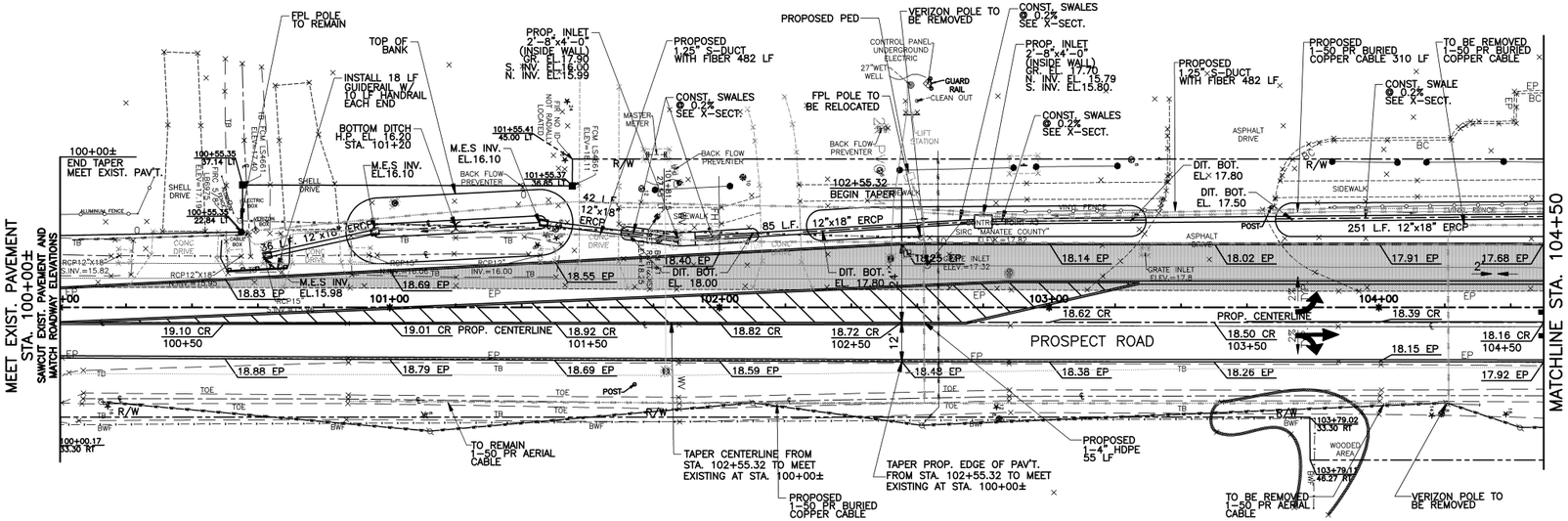
SCALE: 1"=20'



MANATEE COUNTY
PUBLIC WORKS
DEPARTMENT

WHITFIELD AVENUE @ PROSPECT ROAD
INTERSECTION IMPROVEMENTS
CONSTRUCTION PLAN SHEET 3

REVISION	DATE

	BY	DATE
SURVEYED		
DESIGNED	AM	2/09
DRAWN	MJM	2/09
CHECKED	CZ	

SCALE: 1" = 20'

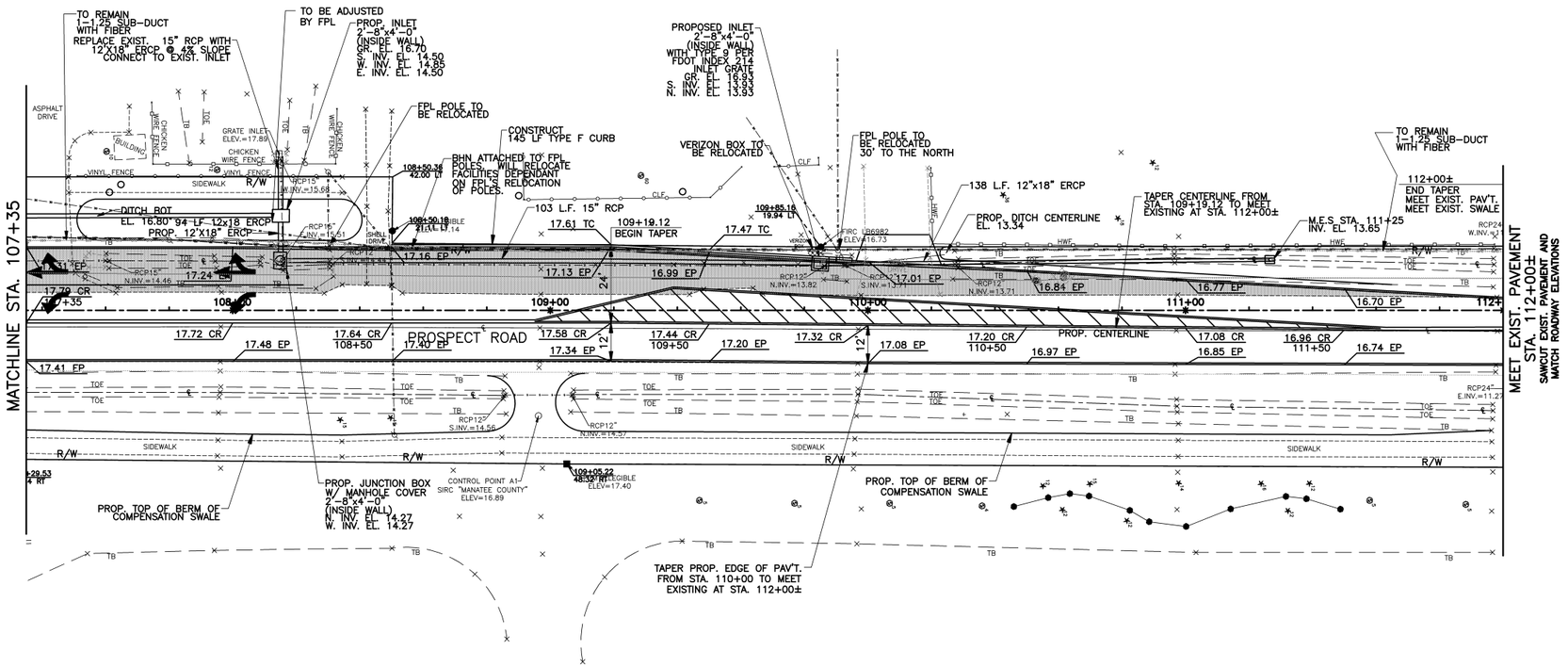
SEAL

APPROVED BY:

H. WAYNE ROBERTS, P.E.
FLORIDA P.E. # 39612
MANATEE COUNTY GOVERNMENT
PUBLIC WORKS DEPARTMENT
1022 26TH AVENUE EAST
BRADENTON, FL. 34208

DATE

SCALE: 1"=20'



MANATEE COUNTY
PUBLIC WORKS
DEPARTMENT

WHITFIELD AVENUE @ PROSPECT ROAD
INTERSECTION IMPROVEMENTS
CONSTRUCTION PLAN SHEET 4

REVISION		DATE
	BY	DATE
SURVEYED		
DESIGNED	AM	2/09
DRAWN	MJM	2/09
CHECKED	CZ	
SCALE: 1" = 20'		

SEAL

APPROVED BY:

H. WAYNE ROBERTS, P.E.
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PUBLIC WORKS DEPARTMENT
1022 26TH AVENUE EAST
BRADENTON, FL. 34208

DATE

SHEET 6 OF 22

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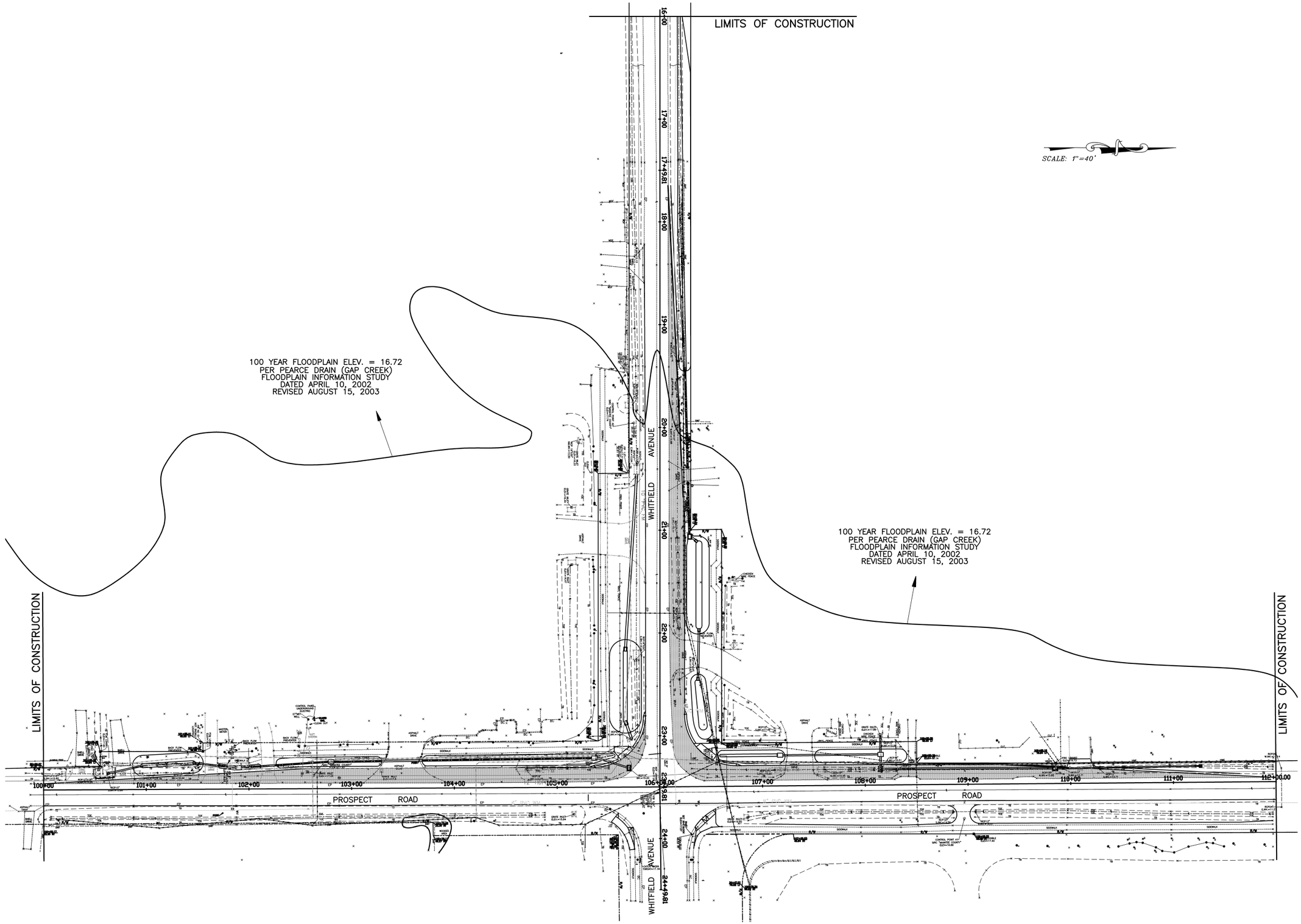

SCALE: 1"=40'

MANATEE COUNTY
PUBLIC WORKS
DEPARTMENT

WHITFIELD AVENUE @ PROSPECT ROAD
INTERSECTION IMPROVEMENTS

LIMITS OF CONSTRUCTION

REVISION		DATE

	BY	DATE
SURVEYED		
DESIGNED	AM	2/09
DRAWN	MJM	2/09
CHECKED	CZ	

SCALE: 1" = 40'

SEAL

APPROVED BY:

H. WAYNE ROBERTS, P.E.
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MANATEE COUNTY GOVERNMENT
PUBLIC WORKS DEPARTMENT
1022 26TH AVENUE EAST
BRADENTON, FL. 34208

DATE

SHEET 2 OF 22

Sheet Number:
Sheet Title:
File No:

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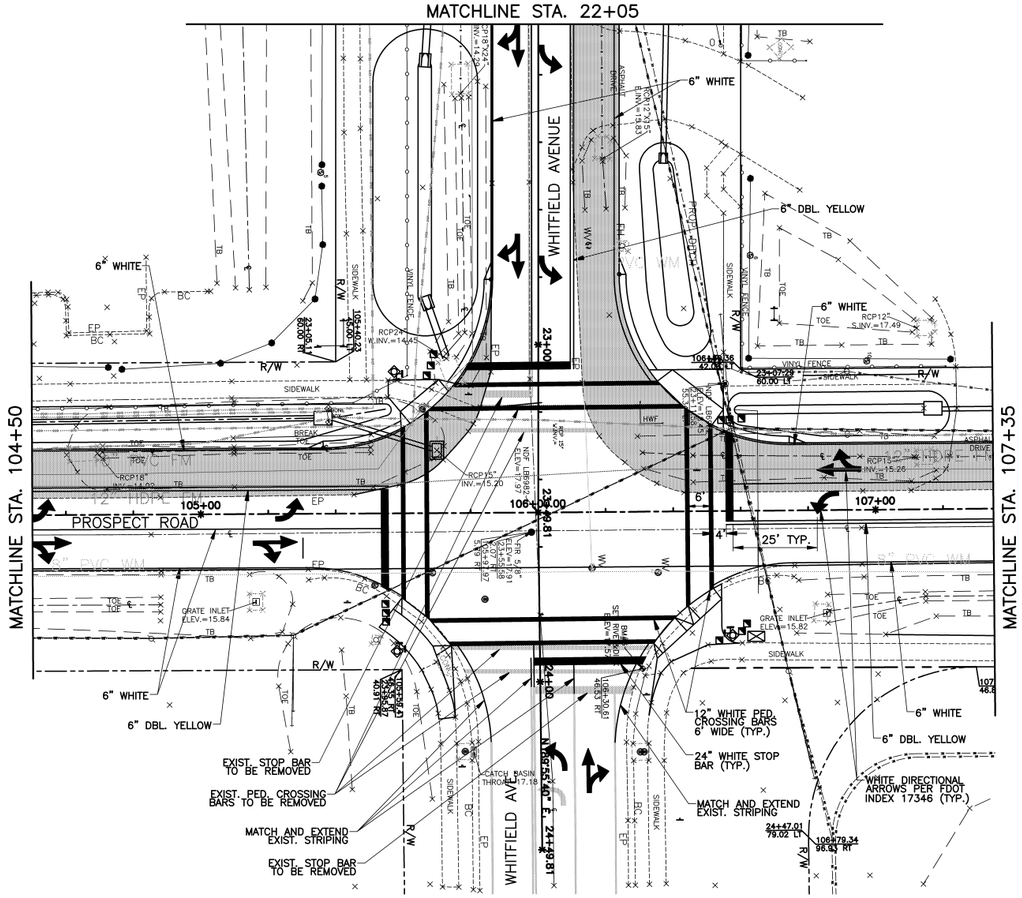
ESTIMATE OF QUANTITIES		
ITEM NO.	DESCRIPTION	QUANTITY
711-11-121	6" SOLID TRAFFIC STRIPE (WHITE)	3350 LF
711-11-123	12" SOLID TRAFFIC STRIPE (WHITE)	595 LF
711-11-125	24" SOLID TRAFFIC STRIPE (WHITE)	115 LF
711-11-221	6" SOLID TRAFFIC STRIPE (YELLOW)	5250 LF
711-11-224	18" SOLID TRAFFIC STRIPE (YELLOW)	820 LF
711-11-17	TRAFFIC ARROW (WHITE)	20 EA
711-17	REMOVE THERMOPLASTIC MARKING	230 SF

SCALE: 1"=20'



MANATEE COUNTY
PUBLIC WORKS
DEPARTMENT

WHITFIELD AVENUE @ PROSPECT ROAD
INTERSECTION IMPROVEMENTS
PAVEMENT MARKING PLAN SHEET 1

REVISION		DATE
	BY	DATE
SURVEYED		
DESIGNED	AM	2/09
DRAWN	MJM	2/09
CHECKED	CZ	
SCALE: 1" = 20'		

SEAL

APPROVED BY:

E.J. CHILDS JR., P.E.
FLORIDA P.E. # 30347
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2101 47th TERRACE EAST
BRADENTON, FL. 34203

DATE

SHEET 12 OF 22

Sheet Number | Sheet Title | File No:

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Sheet Number | Sheet Title | File No

SCALE: 1"=20'

LIMITS OF CONSTRUCTION

16+00
END OF PROPOSED SWALE
MEET EXIST. SWALE

17+65±
END TAPER
MEET EXIST. PAV'T.

17+00 | 17+49.81 | 18+00 | 19+00 | 20+00 | 21+00 | 22+00

WHITFIELD AVENUE

MATCH EXIST.
PAV'T. MARKINGS

MATCH EXIST.
PAV'T. MARKINGS

6" WHITE

6" DBL. YELLOW

18" YELLOW

EXIST. 6" DBL. YELLOW
PAV'T. MARKINGS TO
BE REMOVED

6" WHITE

6" DBL. YELLOW

WHITE DIRECTIONAL
ARROWS PER FDOT
INDEX 17346 (TYP.)

6" WHITE

S 89°23'14" E

20+99.29
60.00 LT

20+99.54
30.00 LT

20+44.50
30.00 RT

20+44.81
60.00 RT

19+95.65
25.37 RT

19+48.97
30.64 RT

20+44.47
30.61 RT

R/W

SIDEWALK

VINYL FENCE

CHAIN LINK FENCE

CONC. DRIVE

ASPHALT DRIVE

SHELL DRIVE

CLEAN OUT

VERIZON BOX

CONTROL POINT A2
SIRC "MANATEE COUNTY"
ELEV=17.74

RCP18 W.INV.=14.02

RCP12" W.INV.=14.68

RCP12" E.INV.=15.24

RCP12"X13" W.INV.=15.40

RCP24" W.INV.=12.13

RCP24" E.INV.=12.51

RCP24" W.INV.=13.83

RCP24" N.INV.=13.47

RCP24" W.INV.=13.83

RCP24" E.INV.=13.94

RCP 18"X30" NW.INV.=13.50

RCP 18"X30" SE.INV.=13.36

RCP 18"X30" NE.INV.=13.50

RCP 18"X30" SW.INV.=13.36

RCP 18"X30" N.INV.=13.50

RCP 18"X30" S.INV.=13.36

RCP 18"X30" E.INV.=13.50

RCP 18"X30" W.INV.=13.36

RCP 18"X30" E.INV.=13.50

RCP 18"X30" W

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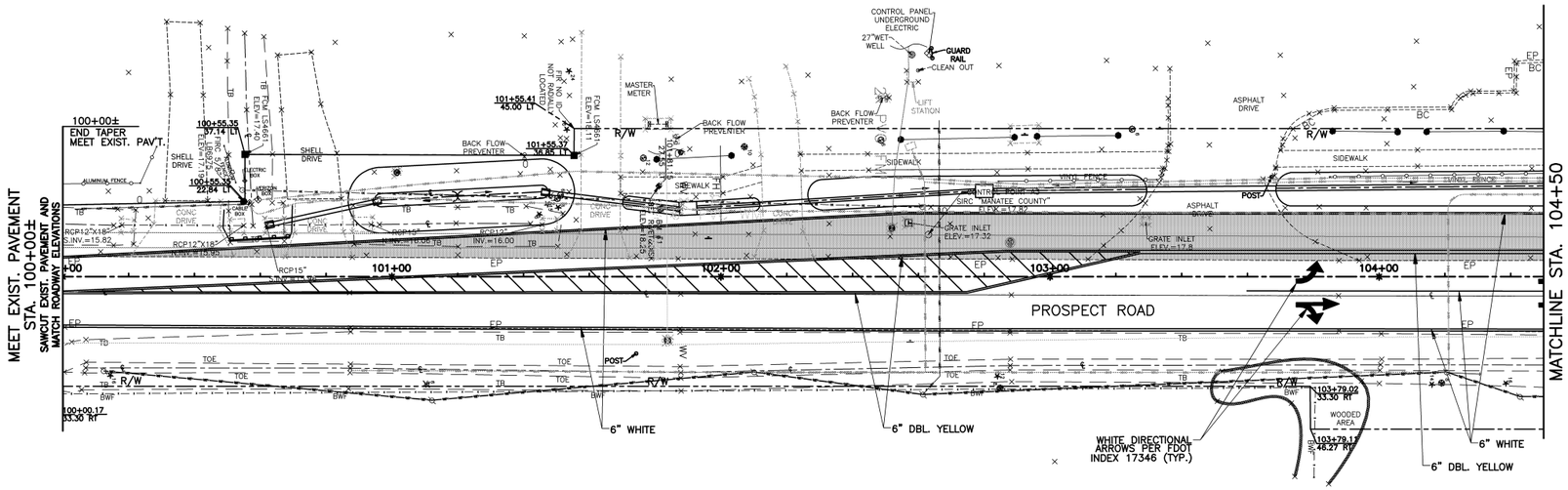
SCALE: 1"=20'



MANATEE COUNTY
PUBLIC WORKS
DEPARTMENT

WHITFIELD AVENUE @ PROSPECT ROAD
INTERSECTION IMPROVEMENTS
PAVEMENT MARKING PLAN SHEET 3

REVISION		DATE

	BY	DATE
SURVEYED		
DESIGNED	AM	2/09
DRAWN	MJM	2/09
CHECKED		

SCALE: 1" = 20'

SEAL

APPROVED BY:

E.J. CHILDS JR., P.E.
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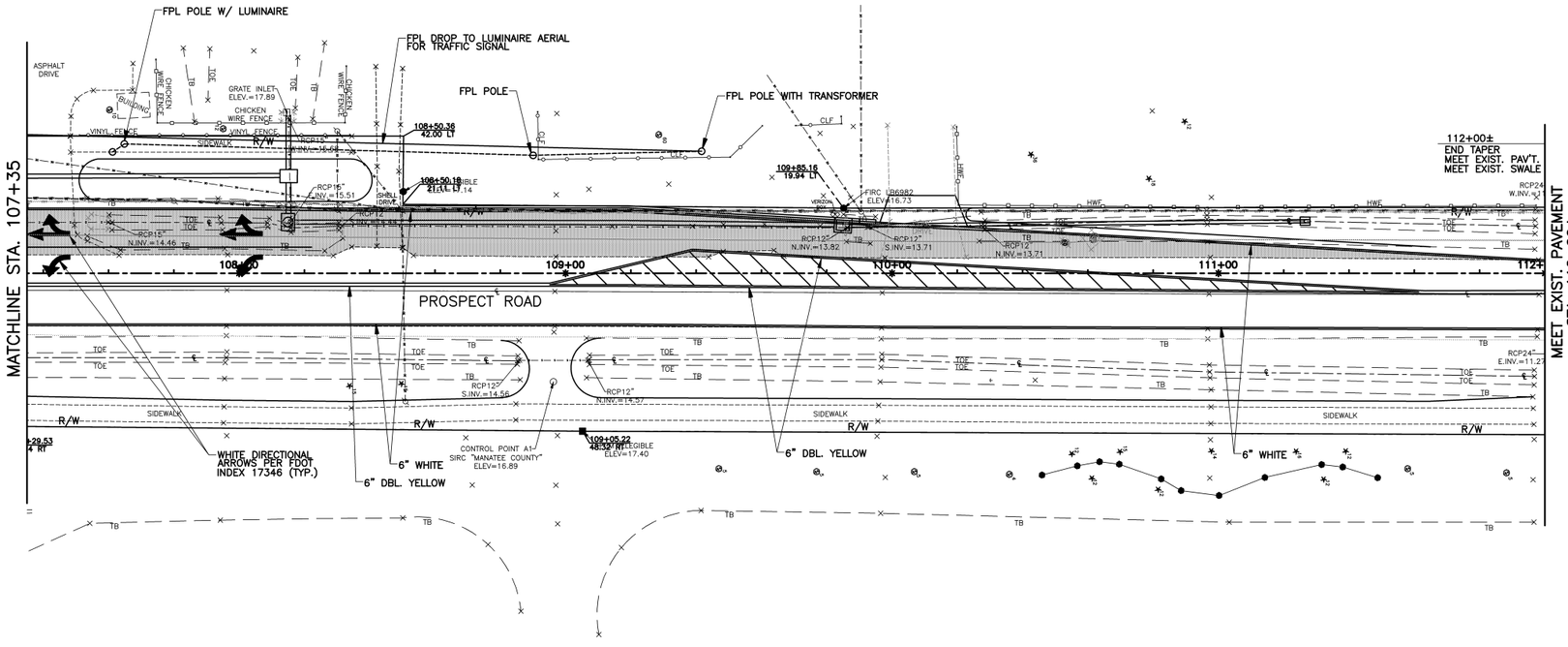
MANATEE COUNTY GOVERNMENT
PUBLIC WORKS DEPARTMENT
2101 47th TERRACE EAST
BRADENTON, FL. 34203

DATE

SHEET 14 OF 22

SCALE: 1"=20'



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MANATEE COUNTY
PUBLIC WORKS
DEPARTMENT

WHITFIELD AVENUE @ PROSPECT ROAD
INTERSECTION IMPROVEMENTS
PAVEMENT MARKING PLAN SHEET 4

REVISION		DATE
	BY	DATE
SURVEYED		
DESIGNED	AM	2/09
DRAWN	MJM	2/09
CHECKED		

SCALE: 1" = 20'

SEAL

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FLORIDA P.E. # 30347
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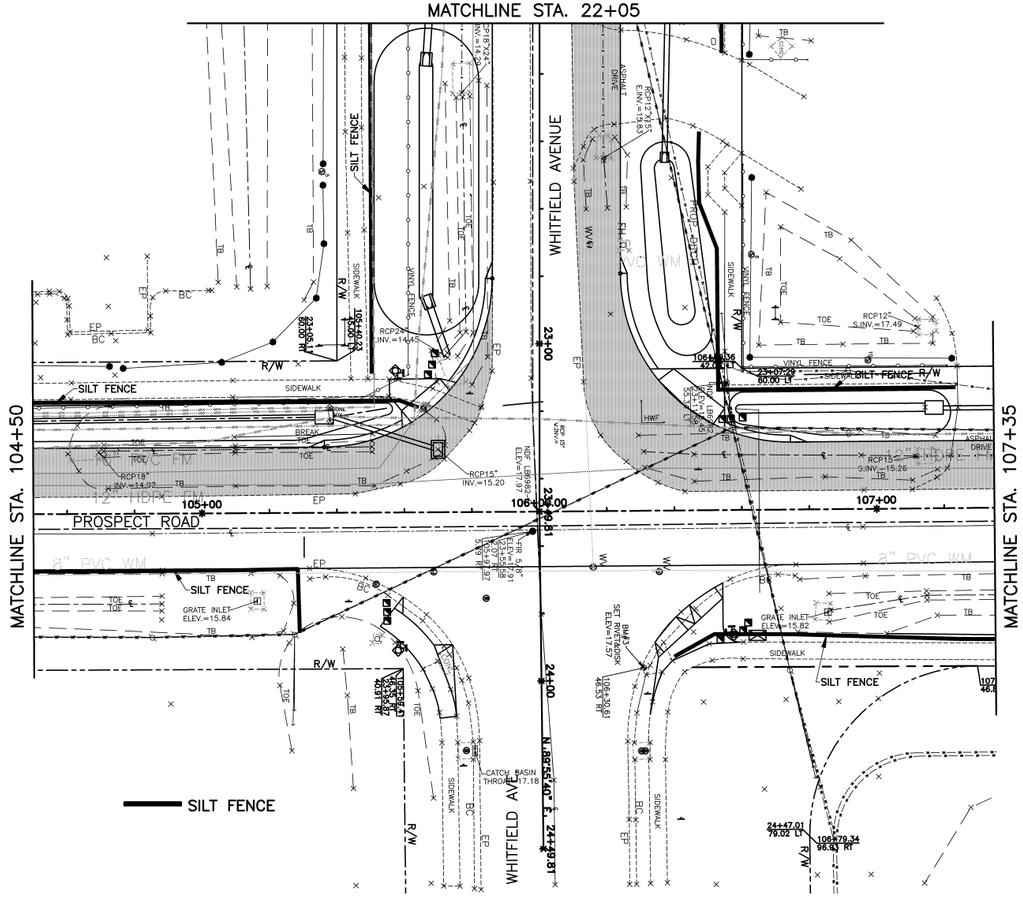
PUBLIC WORKS DEPARTMENT
2101 47th TERRACE EAST
BRADENTON, FL. 34203

DATE

SCALE: 1"=20'



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PUBLIC WORKS
DEPARTMENT

WHITFIELD AVENUE @ PROSPECT ROAD
INTERSECTION IMPROVEMENTS

SILT FENCE PLANS SHEET 1

REVISION		DATE
	BY	DATE
SURVEYED		
DESIGNED	AM	2/09
DRAWN	MJM	2/09
CHECKED	CZ	
SCALE: 1" = 20'		

SEAL

APPROVED BY:

H. WAYNE ROBERTS, P.E.
FLORIDA P.E. # 39612
MANATEE COUNTY GOVERNMENT
PUBLIC WORKS DEPARTMENT
1022 26TH AVENUE EAST
BRADENTON, FL. 34208

DATE

SHEET 18 OF 22

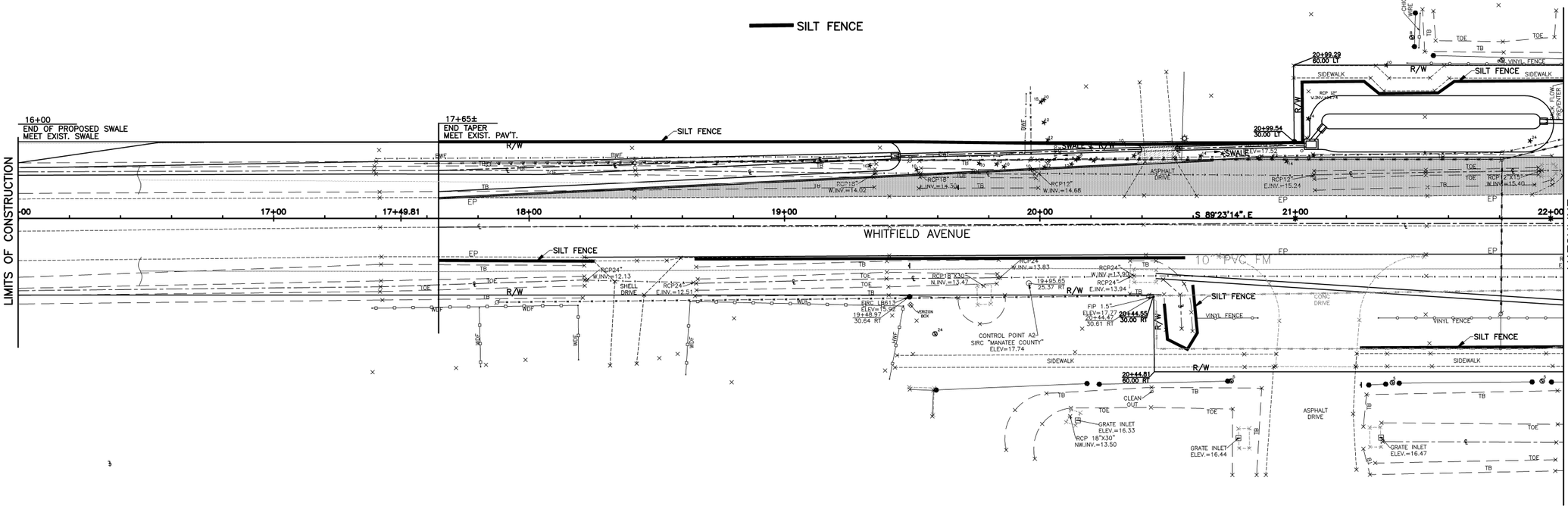
Sheet Number:

Sheet Title:

File No:

SCALE: 1"=20'

SILT FENCE



MANATEE COUNTY
PUBLIC WORKS
DEPARTMENT

WHITFIELD AVENUE @ PROSPECT ROAD
INTERSECTION IMPROVEMENTS

SILT FENCE PLANS SHEET 2

REVISION		DATE
	BY	DATE
SURVEYED		
DESIGNED	AM	2/09
DRAWN	MJM	2/09
CHECKED	CZ	
SCALE: 1" = 20'		

SEAL

APPROVED BY:

H. WAYNE ROBERTS, P.E.
FLORIDA P.E. # 39612
MANATEE COUNTY GOVERNMENT
PUBLIC WORKS DEPARTMENT
1022 26TH AVENUE EAST
BRADENTON, FL. 34208

DATE

SHEET 19 OF 22

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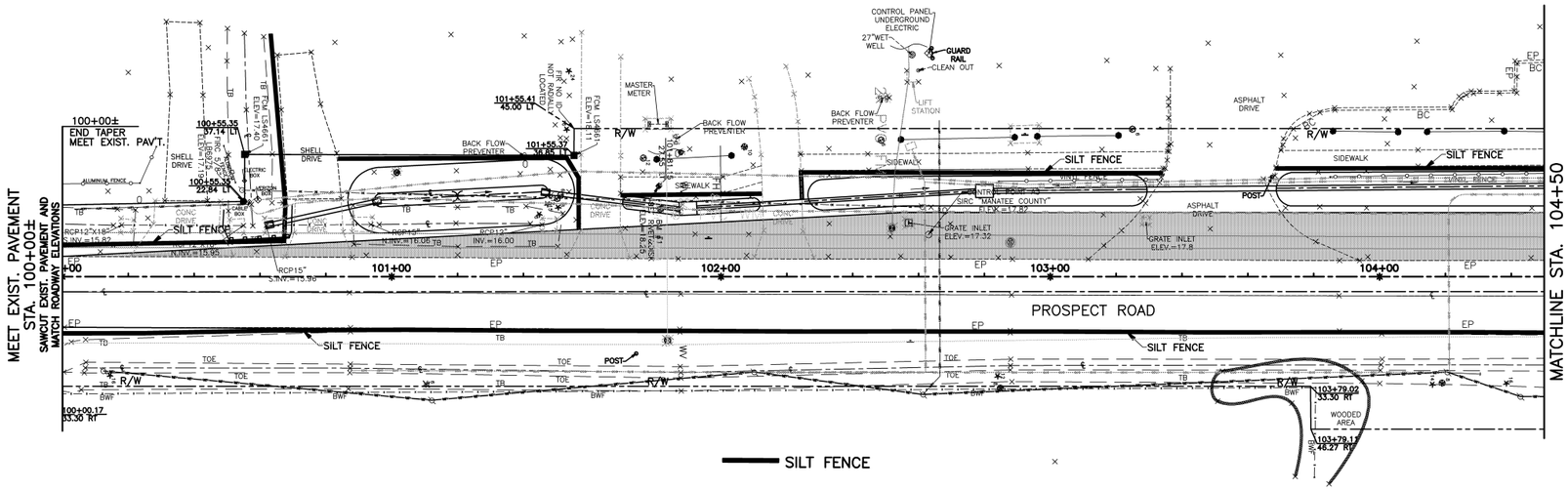
SCALE: 1"=20'



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MANATEE COUNTY
PUBLIC WORKS
DEPARTMENT

WHITFIELD AVENUE @ PROSPECT ROAD
INTERSECTION IMPROVEMENTS
SILT FENCE PLAN SHEET 3

REVISION		DATE

	BY	DATE
SURVEYED		
DESIGNED	AM	2/09
DRAWN	MJM	2/09
CHECKED		

SCALE: 1" = 20'

SEAL

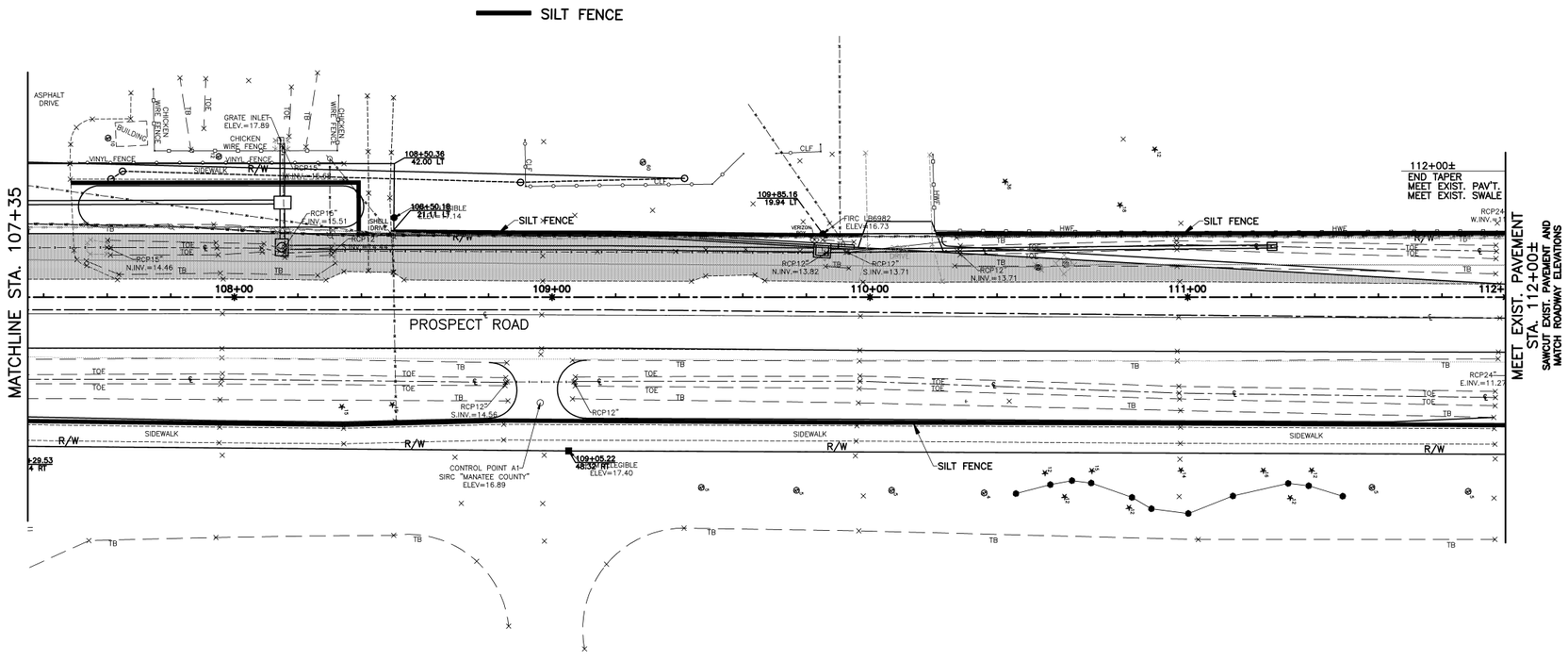
APPROVED BY:

H. WAYNE ROBERTS, P.E.
FLORIDA P.E. # 39612
MANATEE COUNTY GOVERNMENT
PUBLIC WORKS DEPARTMENT
1022 26TH AVENUE EAST
BRADENTON, FL. 34208

DATE

SHEET 20 OF 22

SCALE: 1"=20'



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Sheet Number | Sheet Title | File No:

MANATEE COUNTY
PUBLIC WORKS
DEPARTMENT

WHITFIELD AVENUE @ PROSPECT ROAD
INTERSECTION IMPROVEMENTS
SILT FENCE PLAN SHEET 4

REVISION		DATE

	BY	DATE
SURVEYED		
DESIGNED	AM	2/09
DRAWN	MJM	2/09
CHECKED		

SCALE: 1" = 20'

SEAL

APPROVED BY:

H. WAYNE ROBERTS, P.E.
FLORIDA P.E. # 39612
MANATEE COUNTY GOVERNMENT
PUBLIC WORKS DEPARTMENT
1022 26TH AVENUE EAST
BRADENTON, FL. 34208

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SHEET 21 OF 22

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Sheet Title:
File No:

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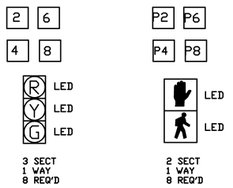
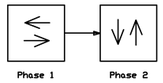
SIGNAL HEAD DETAILS



SIGNAL OPERATING PLAN



SCALE: 1"=20'

ESTIMATE OF QUANTITIES *		
ITEM NO.	DESCRIPTION	QUANTITY
630-1-12	CONDUIT (UNDERGROUND) - F&I	55 LF
630-1-14	CONDUIT (UNDERGROUND - JACK AND BORE) - F&I	700 LF
632-6-1	SIGNAL CABLE - F&I	600 LF
634-6-1	MESSENGER CABLE (3/8")	800 LF
635-1-11	PULL BOX - F&I	12 EA
639-1-13	SERVICE (OVERHEAD)	1 AS
641-15-142	CONCRETE STRAIN POLE - F&I	3 EA
641-1-160	CONCRETE STRAIN POLE	1 EA**
650-51-311	TRAFFIC SIGNAL (3 SECTION - ONE WAY - LED) - F&I	8 AS
653-191	PEDESTRIAN SIGNAL (LED - ONE WAY - COUNTDOWN)-F&I	8 AS
659-101	SIGNAL HEAD AUXILIARIES (BACKPLATES HEADS 4 & 8) - F&I	4 EA
660-1-104	LOOP DETECTOR - F&I	8 EA
660-2-101	LOOP ASSEMBLY (TYPE A) - F&I	2 AS
660-2-106	LOOP ASSEMBLY (TYPE F - MODIFIED 6'x40') - F&I	6 AS
665-11	PEDESTRIAN DETECTOR (POLE OR CONTROLLER MOUNT) - F&I	8 EA
670-5-110	CONTROLLER ASSEMBLY (NEMA TS-2, 8 PHASE) - F&I	1 AS

* SEE SHEET 12 OF 22 FOR SIGNING/MARKING ESTIMATE OF QUANTITIES
** POLE IS JOINT USE. SEE JOINT USE POLE DETAIL FOR FURTHER INFORMATION.

SIGNAL TIMING

CONTROLLER PHASING (TIMING FUNCTION NUMBER)	1	2	3	4	5	6	7	8
INDICATION/MOVEMENT		2		4		6		8
DIRECTION		NB		EB		SB		WB
MINIMUM GREEN		10		7		20		7
EXTENSION		2.0		2.0		2.0		2.0
MAXIMUM GREEN I		40		30		40		30
MAXIMUM GREEN II								
YELLOW CLEARANCE		4.0		4.0		4.0		4.0
ALL-RED CLEARANCE		1.0		1.0		1.0		1.0
RECALL		MIN		OFF		MIN		OFF
DETECTOR DELAY *								
PEDESTRIAN WALK		7		7		7		7
PEDESTRIAN CLEARANCE		12		10		12		10
PERMISSIVE								
FLASH OPERATION		YELLOW		RED		YELLOW		RED

* ALL DETECTORS ARE NON-LOCK

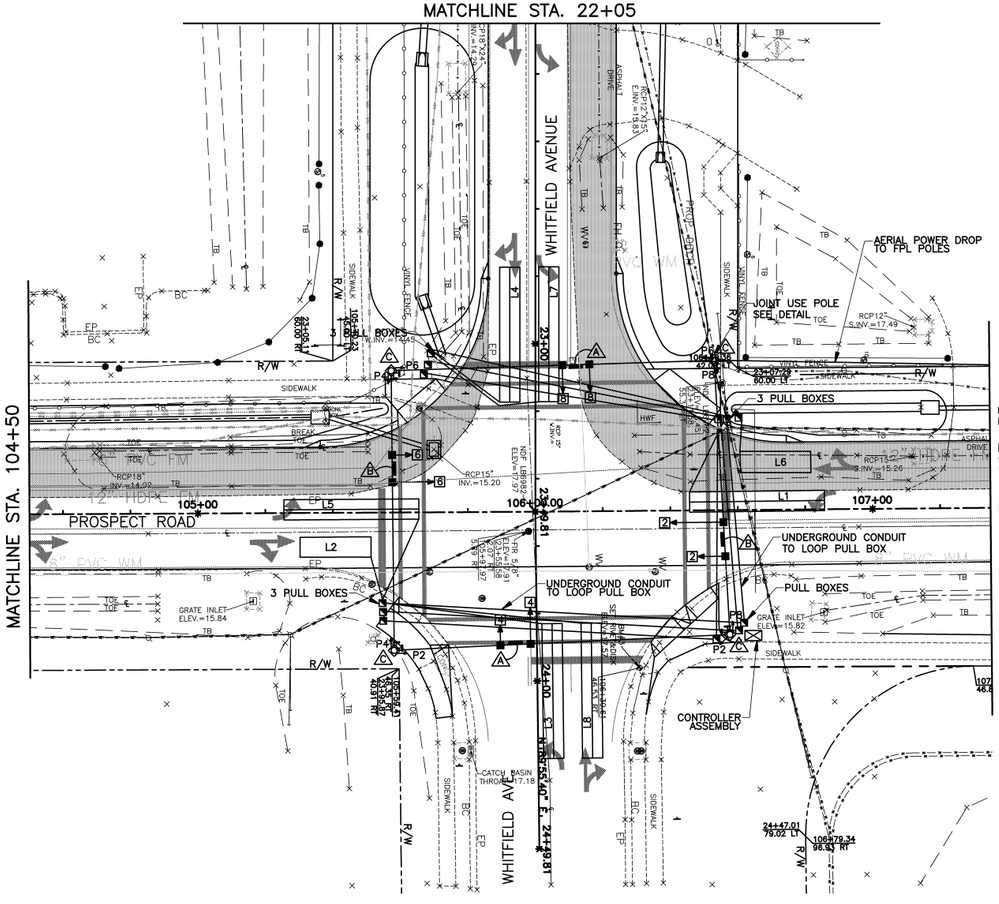
LOOP DETECTOR ASSIGNMENT

DETECTOR UNIT #	DETECTOR OPERATION	ASSIGNED TO MOVEMENT	CONNECTED TO TIMING FUNCTION
L-1	PRESENCE	1	6
L-2	PRESENCE	2	2
L-3	PRESENCE	3	8
L-4	PRESENCE	4	4
L-5	PRESENCE	5	2
L-6	PRESENCE	6	6
L-7	PRESENCE	7	4
L-8	PRESENCE	8	8

NOTES:

1.) LOOPS L1, L3, L4, L5, L7 AND L8 ARE 6'x40' QUADRUPOLE W/ 1:2:1 WINDING EXTENDING 10' IN FRONT OF STOP LINE.
2.) LOOPS L2 AND L6 ARE 6'x20' STANDARD W/ 2:4:2 WINDING, PLACED 2' BEHIND STOP LINE.

MATCHLINE STA. 22+05

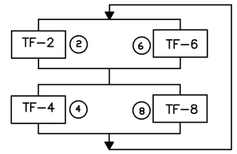


GENERAL NOTES

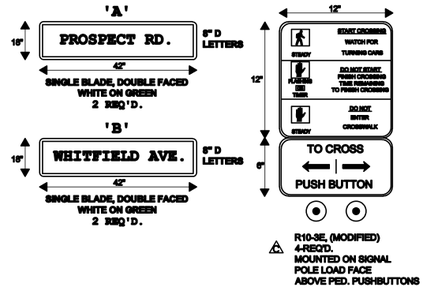
1) ALL CONSTRUCTION, SIGNAL, SIGNING AND MARKING IS TO BE IN ACCORDANCE WITH CURRENT F.D.O.T. STANDARD SPECIFICATIONS FOR ROADWAY CONSTRUCTION, THE ROADWAY AND TRAFFIC DESIGN STANDARD INDEX AND THE MANATEE COUNTY MINIMUM STANDARDS.
2) INBOARD HEADS 2, 4, 6 AND 8 TO BE WIRED TO ACCOMODATE FUTURE PROTECTED LEFT TURN HEAD OPERATION.
3) ELEVATION OF TOP OF SIGNAL RELATIVE TO CENTER OF ROADWAY IS TO BE 32 FEET - BURIAL MAY VARY 8 TO 10 FEET. ELEVATION OF LOWER MESSENGER RELATIVE TO CENTER OF ROADWAY IS 22 FEET AND UPPER CATENARY TIE-IN IS 30 FEET.

CONTROLLER OPERATION NOTES:

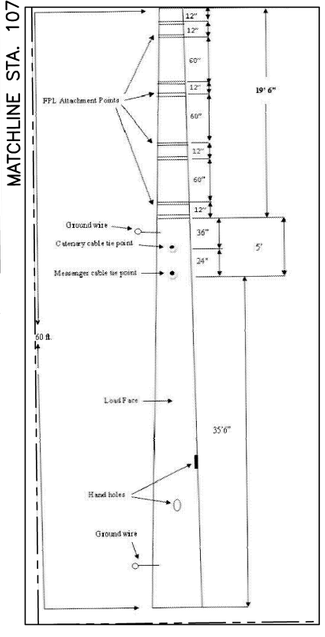
1. MAJOR STREET IS PROSPECT RD, PHASE 1 (MOVEMENTS 1,2,5 AND 6), AND MINOR STREET IS WHITFIELD AVE., PHASE 2 (MOVEMENTS 3,4,7 AND 8)
2. SIGNAL OPERATING PLAN NO. 1 WITH THE FOLLOWING:
   (A) CONCURRENT/ACTUATED PEDESTRIANS FOR MOVEMENTS 2,4,6 AND 8.



SIGN DETAILS



JOINT USE POLE DETAIL



CONTRACTOR SHALL PROVIDE ENGINEERING SERVICES FOR COUNTY/FPL JOINT USE POLE. THE CONTRACTOR SHALL COORDINATE WITH MANATEE COUNTY FOR FINAL POLE DIAGRAM APPROVAL.
ALL UPPER FPL HOLES SHALL BE FACTORY INSTALLED PERPENDICULAR TO THE LOAD FACE. AS FPL HOLE LOCATIONS TO REMAIN AS SHOWN IN THE DIAGRAM.

Catenary and messenger cable drilled hole locations and setting depth shall be determined by engineer.

Whitfield Ave @ Prospect Rd.
Joint use pole sketch

Proposed pole location to be the N/W corner of Whitfield Ave @ Prospect Rd

SUGGESTED INITIAL POLE DESIGN IS FDOT STANDARD POLE DESIGN. CLASS VIII 60' LENGTH MAY VARY DEPENDING UPON NEEDED BURY DEPTH.

Design subject to change upon final engineering review.

All holes to be 7/8" diameter

Setting depth contingent on engineering calculations

A minimum of 3 ft seperation shall be maintained between the FPL neutral and the traffic signal catenary cable

MANATEE COUNTY
PUBLIC WORKS
DEPARTMENT

WHITFIELD AVENUE @ PROSPECT ROAD
INTERSECTION IMPROVEMENTS

TRAFFIC SIGNAL PLAN SHEET

REVISION		DATE
	BY	DATE
SURVEYED		
DESIGNED	AM	2/09
DRAWN	MJM	2/09
CHECKED	CZ	
SCALE: 1" = 20'		

SEAL

APPROVED BY:

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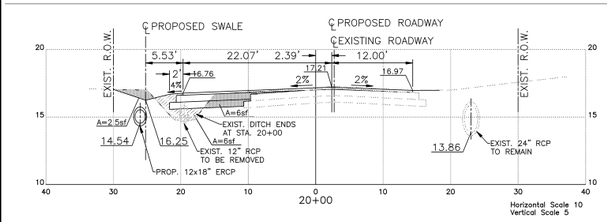
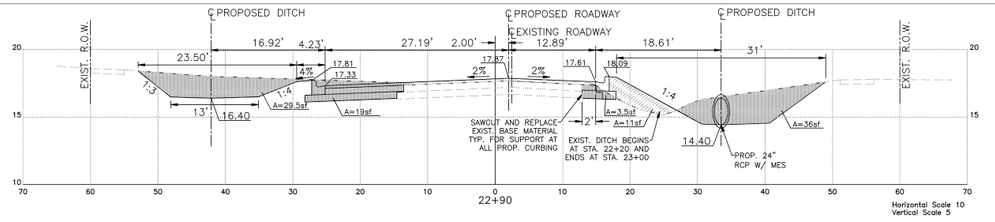
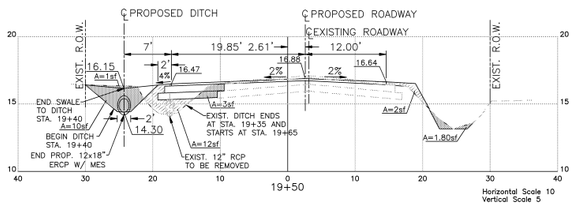
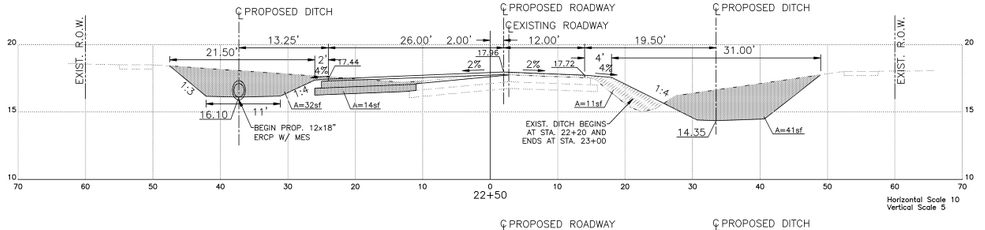
2101 47th TERRACE EAST
BRADENTON, FL. 34203

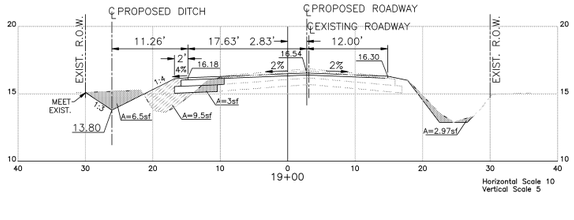
DATE

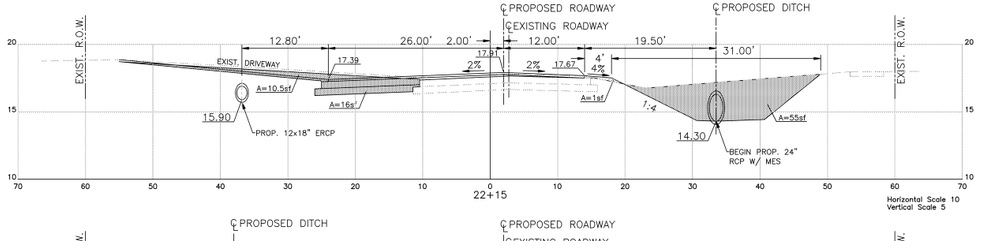


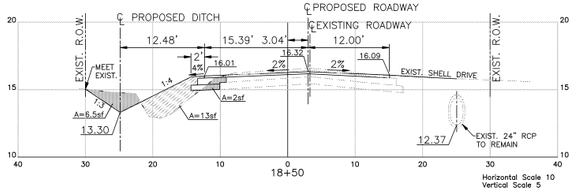


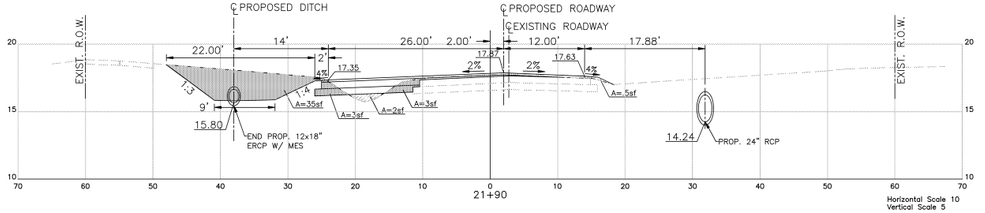


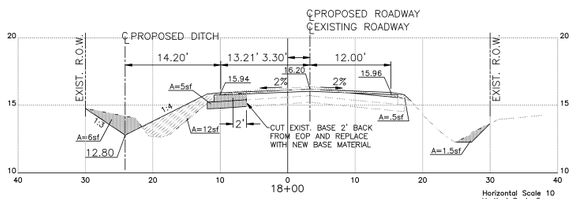


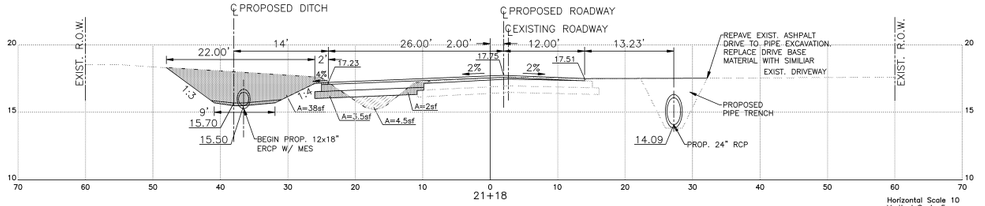


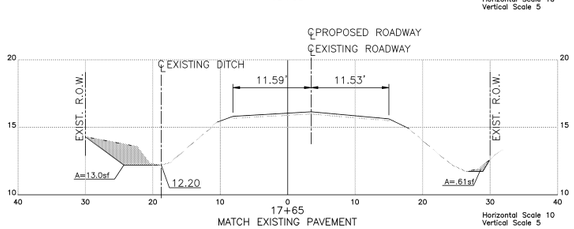


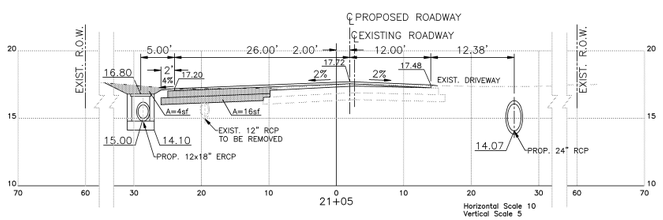










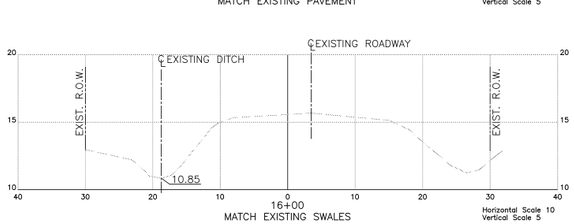


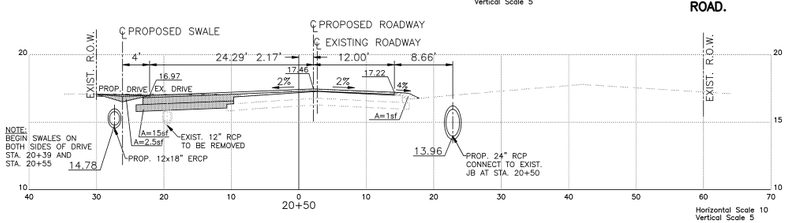
AREA OF CUT

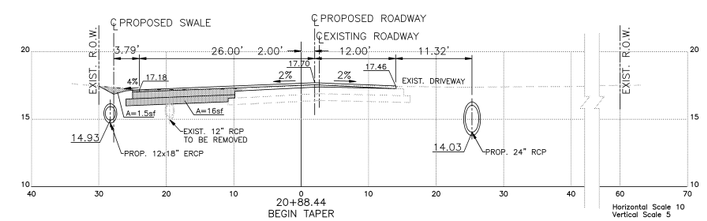
AREA OF FILL

NOTE:
REMOVE EXIST. TOP COURSE AND GRADE EXIST. BASE COURSE AS NEEDED (TYPICAL AT ALL CROSS SECTIONS)

***NOTE:**
CROSS SECTION VOLUME TABULATIONS WE HALTED AT STATION 22+80. SEE CROSS SECTION SHEET 10 OF 20 FOR CUT VOLUMES IN BASE COURSE AREAS AT INTERSECTION OF WHITFIELD AVENUE AND PROSPECT ROAD.







CUT–FILL VOLUME TABULATION
(WHITFIELD AVENUE)

LEFT SIDE SWALES CUT & FILL

STATION	AREA (sf) CUT	AREA (sf) FILL	DIST. (ft)	VOL. (cf) CUT	VOL. (cf) FILL
16+00	0.0	----			
			50	325.0	----
16+50	13.0	----	115	1,495.0	----
17+65	13.0	0.0	35	332.5	210.0
18+00	6.0	12.0	50	312.5	625.0
18+50	6.5	13.0	50	325.0	562.5
19+00	6.5	9.5	35	271.3	376.25
19+35	9.0	12.0	5	46.25	30
19+40	9.5	0.0	10	97.5	----
19+50	10.0	----	10	55.0	----
19+60	1.0	0.0	5	5.0	30.0
19+65	1.0	12.0	35	61.25	315.0
20+00	2.5	6.0	10	25.0	20.0
20+10	2.5	0.0	40	100.0	34.0
20+50	2.5	1.7	38.44	76.88	96.1
20+88.44	1.5	3.3	16.56	45.54	60.44
21+05	4.0	4.0	13	273.0	55.25
21+18	38.0	4.5	72	2,628.0	234.0
21+90	35.0	2.0	10	175.0	10.0
22+00	0.0	0.0	10	52.5	----
22+10	10.5	----	25	262.5	----
22+35	10.5	----	10	52.5	----
22+45	0.0	----	5	80.0	----
22+50	32.0	----	40	1,230.0	----
22+90	29.5	----	10	147.5	----
23+00	0.0	----			
			SUBTOTAL VOLUMES	8,474.72	2,658.54

CUT–FILL VOLUME TABULATION
(WHITFIELD AVENUE)

RIGHT SIDE SWALES CUT & FILL

STATION	AREA (sf) CUT	AREA (sf) FILL	DIST. (ft)	VOL. (cf) CUT	VOL. (cf) FILL
16+00	0.0	----			
			165	49.5	----
17+65	0.61	0.0	35	38.5	8.75
18+00	1.50	0.5	30	22.5	7.5
18+30	0.0	0.0	----	----	----
19+00	----	0.0	50	----	50.0
19+50	----	2.0	50	----	50.0
20+00	----	0.0	50	----	25.0
20+50	----	1.0	30	----	15.0
20+80	----	0.0	----	----	----
21+50	----	0.0	40	----	10.0
21+90	----	0.5	15	----	11.25
22+05	0.0	1.0	10	275.0	10.0
22+15	55.0	1.0	35	1680.0	210.0
22+50	41.0	11.0	40	1540.0	440.0
22+90	36.0	11.0	10	180.0	55.0
23+00	0.0	0.0			
			SUBTOTAL VOLUMES	3,785.50	892.50

CUT–FILL VOLUME TABULATION
(WHITFIELD AVENUE)

LEFT SIDE PAVEMENT BASE AREA CUT & FILL

STATION	AREA (sf) CUT	AREA (sf) FILL	DIST. (ft)	VOL. (cf) CUT	VOL. (cf) FILL
17+65	0.0	----			
			35	87.5	----
18+00	5.0	----	50	175.0	----
18+50	2.0	----	50	125.0	----
19+00	3.0	----	50	150.0	----
19+50	3.0	----	50	225.0	----
20+00	6.0	----	50	525.0	----
20+50	15.0	----	38.44	595.82	----
20+88.44	16.0	----	16.56	264.94	----
21+05	16.0	----	13	139.75	----
21+18	5.5	----	72	414.0	----
21+90	6.0	----	25	275.0	----
22+15	16.0	----	35	525.0	----
22+50	14.0	----	30	495.0	----
*22+80	19.0	----			
			SUBTOTAL VOLUMES	3,997.01	----

CUT–FILL VOLUME TABULATION
(WHITFIELD AVENUE)

RIGHT SIDE PAVEMENT BASE AREA CUT & FILL

STATION	AREA (sf) CUT	AREA (sf) FILL	DIST. (ft)	VOL. (cf) CUT	VOL. (cf) FILL
22+60	0.0	----			
			20	35.0	----
*22+80	3.5	----			
			SUBTOTAL VOLUMES	35.0	----

MANATEE COUNTY
PUBLIC WORKS
DEPARTMENT

WHITFIELD AVENUE @ PROSPECT ROAD
INTERSECTION IMPROVEMENTS
WHITFIELD ROAD
CROSS SECTION SHEET

REVISION	BY	DATE
SURVEYED		
DESIGNED	AM	2/09
DRAWN	MJM	2/09
CHECKED	CZ	

SCALE: H: 1"=10',V: 1"=5'

SEAL

APPROVED BY:

H. WAYNE ROBERTS, P.E.
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MANATEE COUNTY GOVERNMENT
PUBLIC WORKS DEPARTMENT
1022 26TH AVENUE EAST
BRADENTON, FL. 34208

DATE

SHEET 8 OF 22

Sheet Number | Sheet Title | File No:

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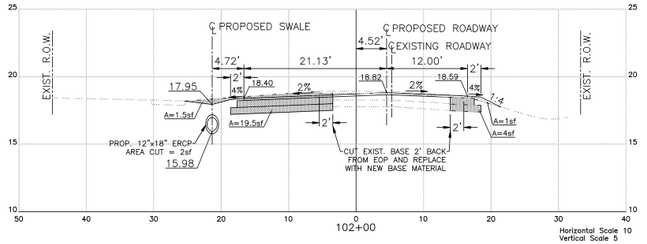
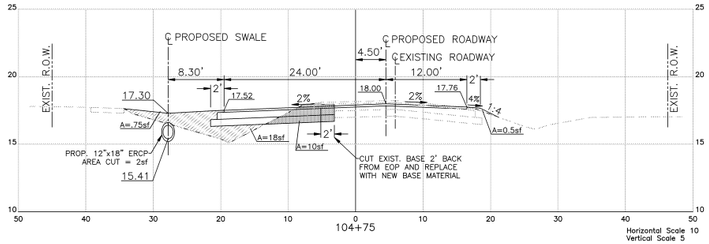
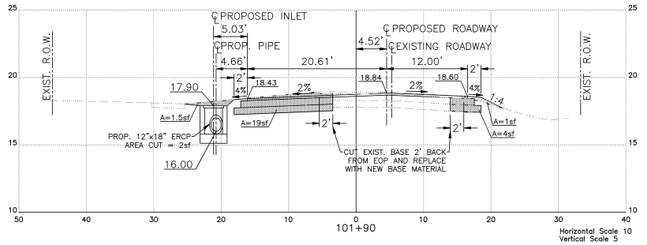
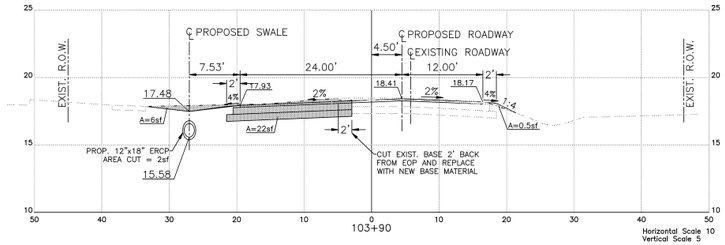
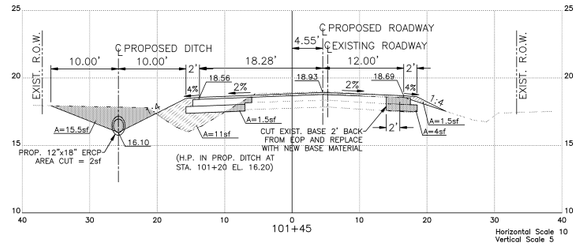
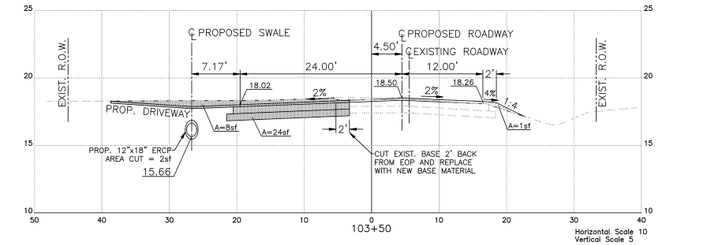


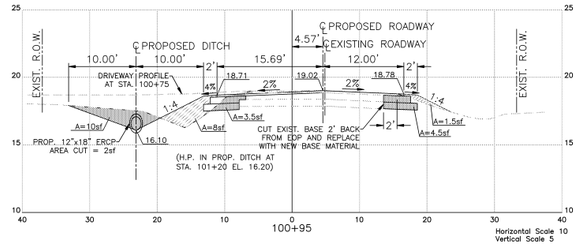


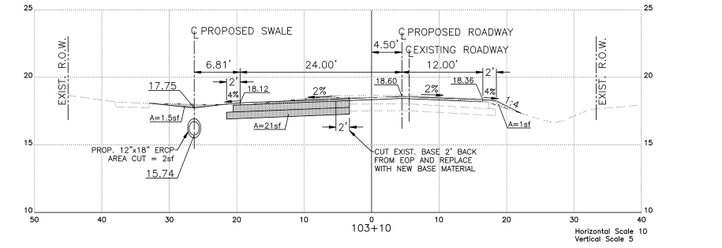


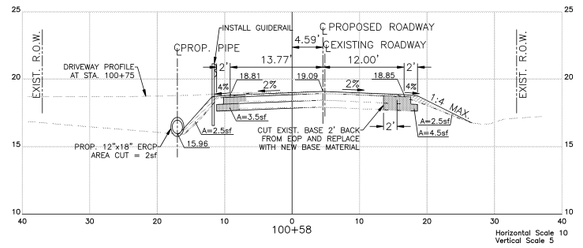


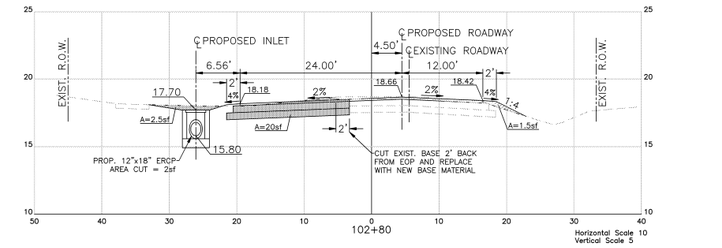


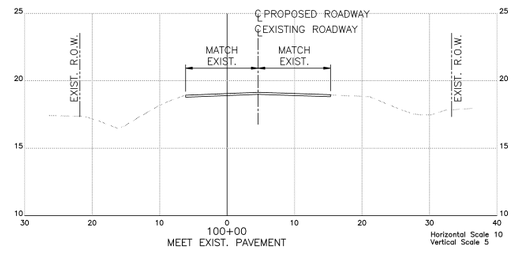


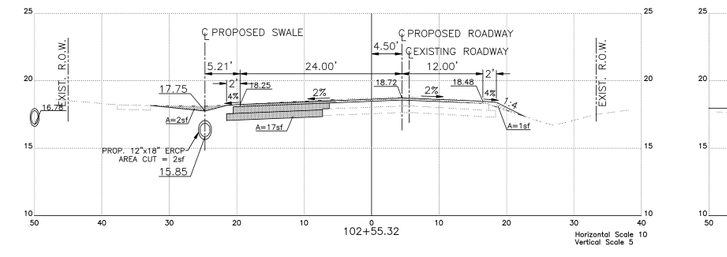












AREA OF CUT

AREA OF FILL

NOTE:
REMOVE EXIST. TOP COURSE AND GRADE
EXIST. BASE COURSE AS NEEDED
(TYPICAL AT ALL CROSS SECTIONS)

CUT–FILL VOLUME TABULATION
(PROSPECT ROAD SOUTH)
LEFT SIDE SWALES CUT & FILL

STATION	AREA (sf) CUT	AREA (sf) FILL	DIST. (ft)	VOL. (cf) CUT	VOL. (cf) FILL
100+50	----	0.0			
100+51	----	2.5	1	----	1.25
100+69	----	2.5	18	----	45.0
100+70	----	0.0	1	----	1.25
100+85	0.0	0.0	15	----	----
100+95	10.0	8.0	10	50.0	40.0
101+45	15.5	11.0	50	637.5	475.0
101+55	0.0	0.0	10	75.0	55.0
101+65	----	----	10	----	----
101+70	0.0	----	5	----	----
101+72	1.5	----	2	1.5	----
102+10	1.5	----	38	57.0	----
102+12	0.0	----	2	1.5	----
102+25	0.0	----	13	----	----
102+27	2.0	----	2	2.0	----
02+55.32	2.0	----	28.32	56.64	----
102+80	2.5	----	24.68	55.53	----
103+10	1.5	----	30	60.0	----
103+27	1.5	----	17	25.5	----
103+28	8.0	----	1	4.75	----
103+70	8.0	----	42	336.0	----
103+71	6.0	----	1	7.0	----
104+60	6.0	----	89	534.0	----
104+65	0.0	0.0	5	15.0	----
104+75	----	18.0	10	----	90.0
105+36.35	----	18.0	61.35	----	1,104.3
105+60	----	18.0	23.65	----	425.7
105+70	----	0.0	10	----	90.0
		SUBTOTAL VOLUMES		1,918.92	2,327.50

CUT–FILL VOLUME TABULATION
(PROSPECT ROAD SOUTH)
RIGHT SIDE SWALES CUT & FILL

STATION	AREA (sf) CUT	AREA (sf) FILL	DIST. (ft)	VOL. (cf) CUT	VOL. (cf) FILL
100+00	----	0.0			
100+58	----	2.5	58	----	72.5
100+95	----	1.5	37	----	74.0
101+45	----	1.5	50	----	75.0
101+90	----	1.0	45	----	56.25
102+00	----	1.0	10	----	10.0
02+55.32	----	1.0	55.32	----	55.32
102+80	----	1.5	24.68	----	30.85
103+10	----	1.0	30	----	37.5
103+50	----	1.0	40	----	40.0
103+90	----	0.5	40	----	30.0
104+75	----	0.5	85	----	42.5
105+00	----	0.0	25	----	6.25
		SUBTOTAL VOLUMES		----	530.17

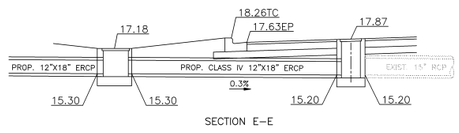
CUT–FILL VOLUME TABULATION
(PROSPECT ROAD SOUTH)
LEFT SIDE PAVEMENT BASE AREA CUT & FILL

STATION	AREA (sf) CUT	AREA (sf) FILL	DIST. (ft)	VOL. (cf) CUT	VOL. (cf) FILL
100+00	0.0	----			
100+58	3.5	----	58	101.5	----
100+95	3.5	----	37	129.5	----
101+45	1.5	----	50	125.0	----
101+50	1.0	----	5	6.25	----
101+55	17.0	----	5	45.0	----
101+90	19.0	----	35	630.0	----
102+00	19.5	----	10	192.5	----
02+55.32	17.0	----	55.32	1009.59	----
102+80	20.0	----	24.68	456.58	----
103+10	21.0	----	30	615.0	----
103+50	24.0	----	40	900.0	----
103+90	22.0	----	40	920.0	----
104+60	22.0	----	70	1540.0	----
104+65	0.0	----	5	55.0	----
104+75	10.0	----	10	50.0	----
*105+36	1.5	----	61	350.75	----
			SUBTOTAL VOLUMES	7,126.67	----

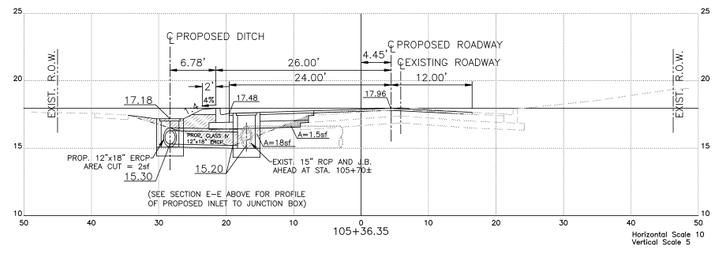
CUT–FILL VOLUME TABULATION
(PROSPECT ROAD SOUTH)
RIGHT SIDE PAVEMENT BASE AREA CUT & FILL

STATION	AREA (sf) CUT	AREA (sf) FILL	DIST. (ft)	VOL. (cf) CUT	VOL. (cf) FILL
100+00	0.0	----			
100+58	4.5	----	58	130.5	----
100+95	4.5	----	37	166.5	----
101+45	4.0	----	50	237.5	----
101+90	4.0	----	45	180.0	----
102+00	4.0	----	10	40.0	----
102+50	0.0	----	50	100.0	----
			SUBTOTAL VOLUMES	854.50	----

***NOTE:**
CROSS SECTION VOLUME TABULATIONS WERE HALTED AT STATION 105+36. SEE CROSS SECTION SHEET 10 OF 20 FOR CUT VOLUMES IN BASE COURSE AREAS AT INTERSECTION OF WHITFIELD AVENUE AND PROSPECT ROAD.



SECTION E–E



MANATEE COUNTY
PUBLIC WORKS
DEPARTMENT

WHITFIELD AVENUE @ PROSPECT ROAD
INTERSECTION IMPROVEMENTS
PROSPECT ROAD
CROSS SECTION

REVISION		DATE

	BY	DATE
SURVEYED		
DESIGNED	AM	2/09
DRAWN	MJM	2/09
CHECKED	CZ	

SCALE: H: 1"=10',V: 1"=5'

SEAL

APPROVED BY:

H. WAYNE ROBERTS, P.E.
FLORIDA P.E. # 39612
MANATEE COUNTY GOVERNMENT
PUBLIC WORKS DEPARTMENT
1022 26TH AVENUE EAST
BRADENTON, FL. 34208

DATE

SHEET 9 OF 22

Sheet Number:
Sheet Title:
File No:

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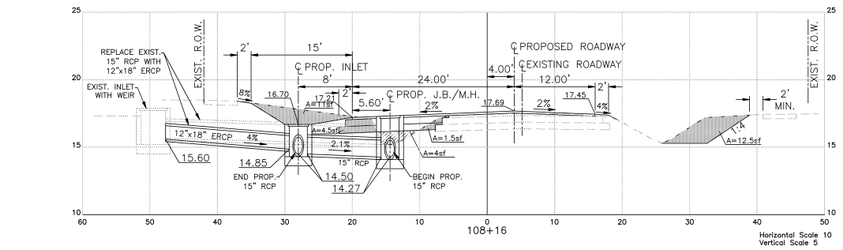
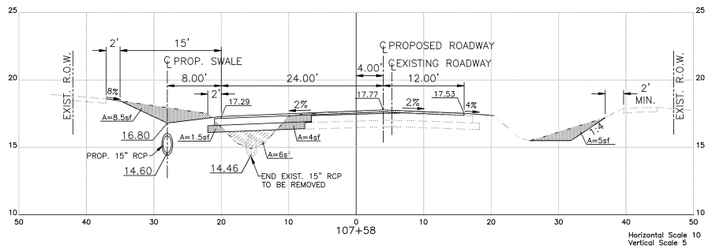
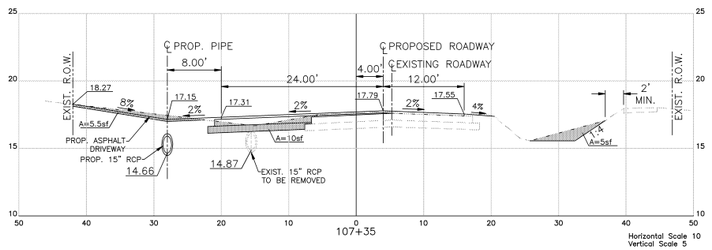
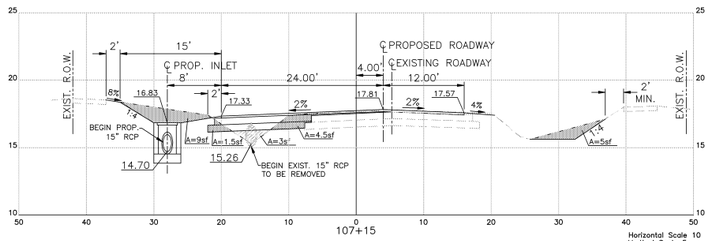
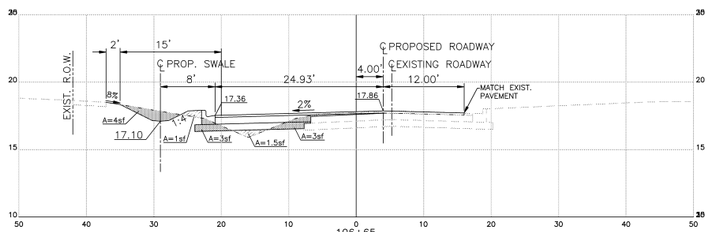
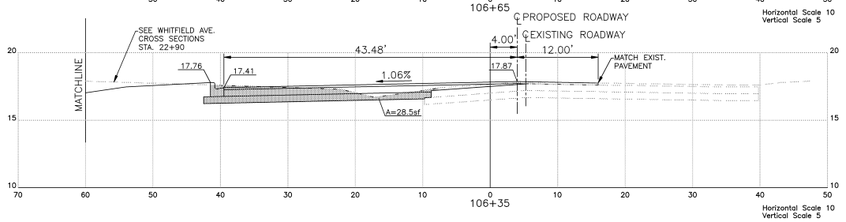












AREA OF CUT

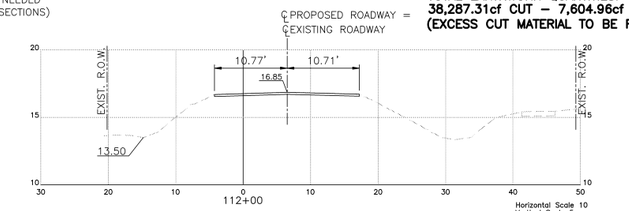
AREA OF FILL

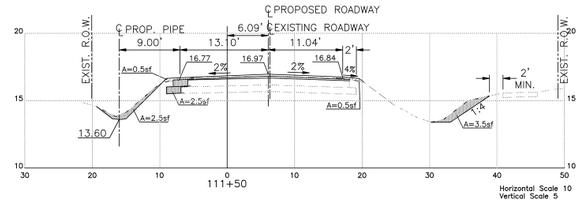
NOTE:
REMOVE EXIST. TOP COURSE AND GRADE EXIST. BASE COURSE AS NEEDED (TYPICAL AT ALL CROSS SECTIONS)

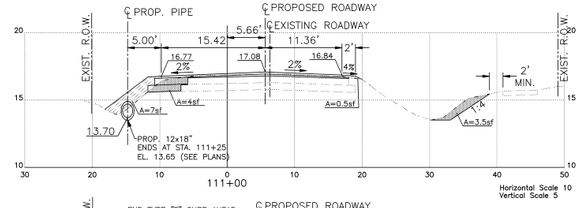
***NOTE:**
CROSS SECTION VOLUME TABULATIONS WERE HALTED AT STATION 106+74.60. SEE DIAGRAM, THIS SHEET FOR CUT VOLUMES IN BASE COURSE AREAS AT INTERSECTION OF WHITFIELD AVENUE AND PROSPECT ROAD.

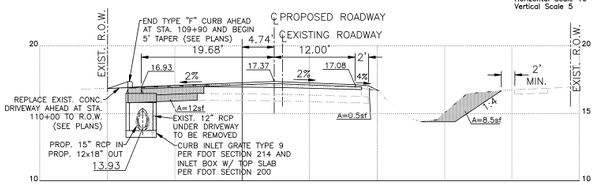
TOTAL CUT & FILL TABULATION		
	CUT cf	FILL cf
WHITFIELD ROAD	16,292.23	3,551.04
PROSPECT ROAD SOUTH	9,900.09	2,857.67
PROSPECT ROAD NORTH	9,505.99	1,196.25
INTERSECTION	2,589.00	----
TOTAL VOLUME	38,287.31	7,604.96

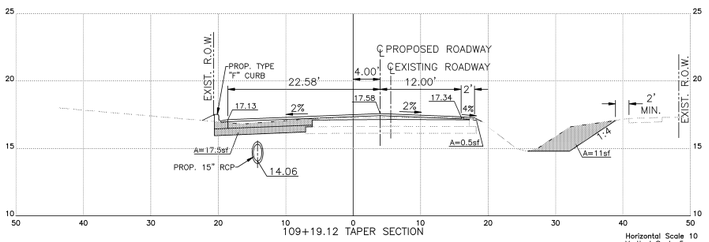
TOTAL EARTHWORK QUANTITIES:
38,287.31cf CUT – 7,604.96cf FILL = 30,682.35cf
(EXCESS CUT MATERIAL TO BE REMOVED FROM SITE)

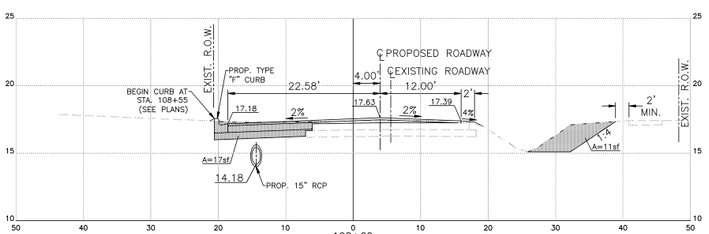












CUT–FILL VOLUME TABULATION (PROSPECT ROAD NORTH) LEFT SIDE SWALES CUT & FILL					
STATION	AREA (sf) CUT	AREA (sf) FILL	DIST. (ft)	VOL. (cf) CUT	VOL. (cf) FILL
106+25	----	0.0			
106+30	----	1.5	5	----	3.75
106+55	0.0	1.5	25	----	37.5
106+60	4.0	1.5	5	10.0	7.5
106+65	4.5	1.5	5	21.25	7.5
107+15	9.0	3.0	50	337.5	112.5
107+20	0.0	0.0	5	22.5	7.5
107+21	5.5	----	1	2.75	----
107+35	5.5	----	14	77.0	----
107+50	5.5	0.0	15	82.5	----
107+51	0.0	1.0	1	2.75	0.5
107+58	8.5	6.0	7	29.75	24.5
108+16	11.0	4.0	58	565.5	290.0
108+25	11.0	4.0	9	99.0	36.0
108+30	0.0	2.0	5	27.5	15.0
108+35	----	0.0	5	----	5.0
110+25	----	0.0	190	----	----
110+30	----	5.0	5	----	12.5
111+00	0.0	7.0	70	----	420.0
111+25	2.5	0.0	25	31.25	87.5
111+50	2.5	----	25	62.5	----
112+00	0.0	----	50	62.5	----
			SUBTOTAL VOLUMES	1,434.25	1,067.25

CUT–FILL VOLUME TABULATION (PROSPECT ROAD NORTH) RIGHT SIDE SWALES CUT & FILL					
STATION	AREA (sf) CUT	AREA (sf) FILL	DIST. (ft)	VOL. (cf) CUT	VOL. (cf) FILL
107+00	0.0	----	15.0	37.5	----
107+15	5.0	----	43.0	215.0	----
107+58	5.0	----	58.0	507.5	----
108+16	12.5	----	64.0	752.0	----
108+60	11.0	----	10.0	55.0	----
108+90	0.0	----			
109+00	0.0	----	5.0	27.5	----
109+05	11.0	----	45.0	495.0	----
109+50	11.0	----	35.0	341.25	----
109+85	8.5	----	115.0	690.0	----
111+00	3.5	----	50.0	175.0	----
111+50	3.5	----	25.0	87.5	----
111+75	3.5	----	25.0	43.75	----
112+00	0.0	----			
109+15	----	0.0	4	----	1.0
109+19	----	0.5	231	----	115.5
111+50	----	0.5	50	----	12.5
112+00	----	0.0			
			SUBTOTAL VOLUMES	3,426.75	129.0

CUT–FILL VOLUME TABULATION (PROSPECT ROAD NORTH) LEFT SIDE PAVEMENT BASE AREA CUT & FILL					
STATION	AREA (sf) CUT	AREA (sf) FILL	DIST. (ft)	VOL. (cf) CUT	VOL. (cf) FILL
*106+74.6	6.0	----			
107+10	6.0	----	35.4	212.4	----
107+15	6.0	----	5	30	----
107+17	10.0	----	2	16	----
107+35	10.0	----	18	180	----
107+50	10.0	----	15	150	----
107+58	5.5	----	8	62	----
108+16	6.0	----	58	333.5	----
108+30	6.0	----	14	84	----
108+35	17.0	----	5	57.5	----
108+60	17.0	----	25	425	----
109+19	17.5	----	59	1017.75	----
109+85	12.0	----	66	973.5	----
111+00	4.0	----	115	920	----
111+50	2.5	----	50	162.5	----
112+00	0.0	----	50	62.5	----
			SUBTOTAL VOLUMES	4,644.99	----

MANATEE COUNTY PUBLIC WORKS DEPARTMENT

WHITFIELD AVENUE @ PROSPECT ROAD
INTERSECTION IMPROVEMENTS
PROSPECT ROAD
CROSS SECTION SHEET 3

REVISION		DATE
	BY	DATE
SURVEYED		
DESIGNED	AM	2/09
DRAWN	MJM	2/09
CHECKED	CZ	
SCALE: H: 1"=10',V: 1"=5'		

SEAL

APPROVED BY:

H. WAYNE ROBERTS, P.E.
FLORIDA P.E. # 39612
MANATEE COUNTY GOVERNMENT
PUBLIC WORKS DEPARTMENT
1022 26TH AVENUE EAST
BRADENTON, FL. 34208

DATE

SHEET 10 OF 22

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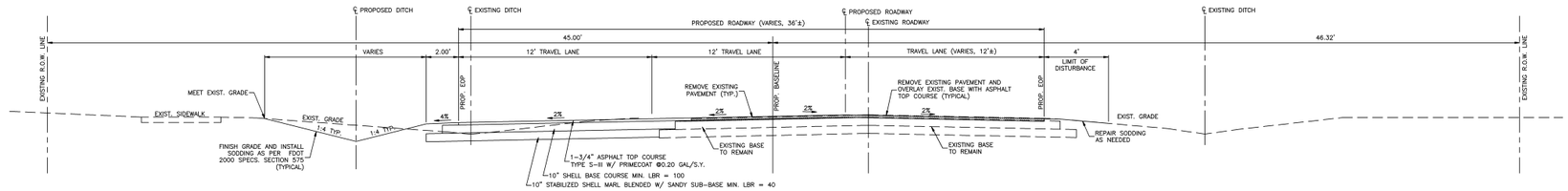
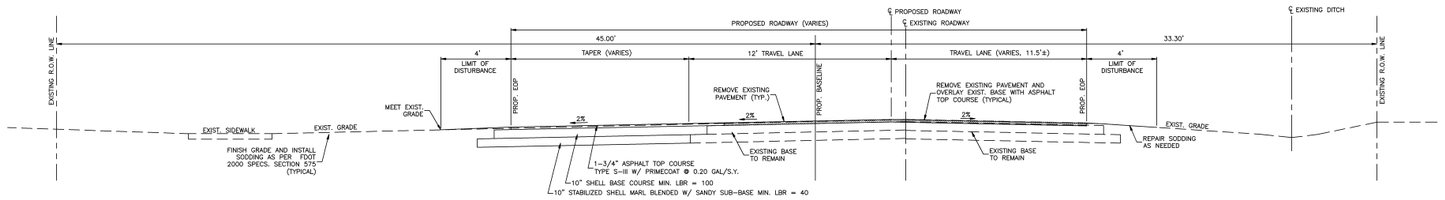
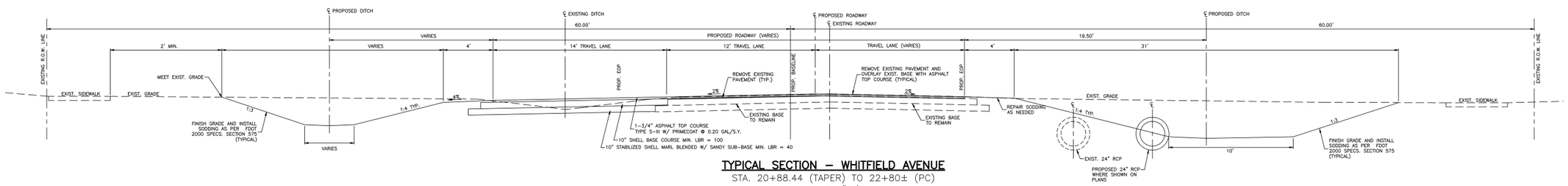


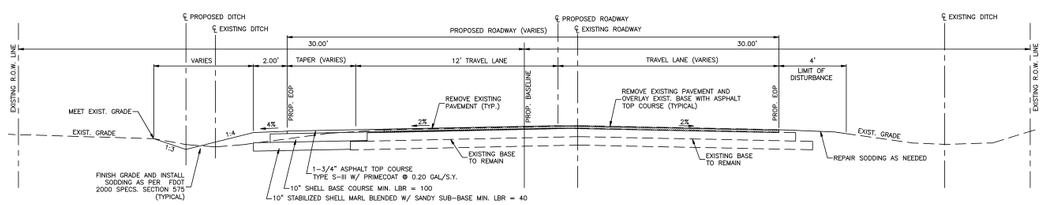
TYPICAL SECTION – PROSPECT ROAD
STA. 102+55.32 (TAPER) TO 105+36± (PC)
AND
STA. 106+74± (PC) TO 109+19.12 (TAPER)
SCALE: 1"=4'



TYPICAL SECTION – PROSPECT ROAD
STA. 100+00± (BEGIN) TO 102+55.32 (TAPER)
AND
STA. 109+19.12 (TAPER) TO 112+00 (END)
SCALE: 1"=4'



TYPICAL SECTION – WHITFIELD AVENUE
STA. 20+88.44 (TAPER) TO 22+80± (PC)
SCALE: 1"=4'



TYPICAL SECTION – WHITFIELD AVENUE
STA. 17+65± (BEGIN) TO 20+88.44 (TAPER)
SCALE: 1"=4'

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File No: | Sheet Title: | Sheet Number:

MANATEE COUNTY
PUBLIC WORKS
DEPARTMENT

WHITFIELD AVENUE @ PROSPECT ROAD
INTERSECTION IMPROVEMENTS
TYPICAL SECTIONS

REVISION		DATE
	BY	DATE
SURVEYED		
DESIGNED	AM	2/09
DRAWN	MJM	2/09
CHECKED	CZ	
SCALE: 1" = 4'		

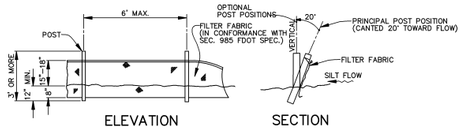
SEAL

APPROVED BY:

H. WAYNE ROBERTS, P.E.
FLORIDA P.E. # 39612
MANATEE COUNTY GOVERNMENT
PUBLIC WORKS DEPARTMENT
1022 26TH AVENUE EAST
BRADENTON, FL. 34208

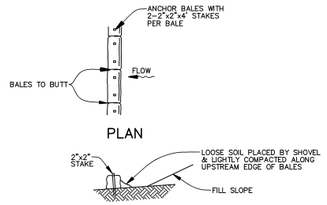
DATE

SHEET 7 OF 22

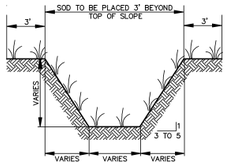


NOTE: SILT FENCE TO BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR STAKED SILT FENCE (LF).

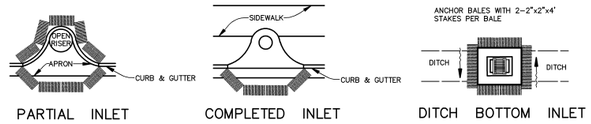
TYPICAL SILT FENCE
FIGURE 2



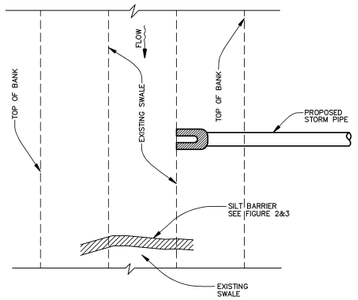
TYPICAL BALE SILT BARRIER
FIGURE 3



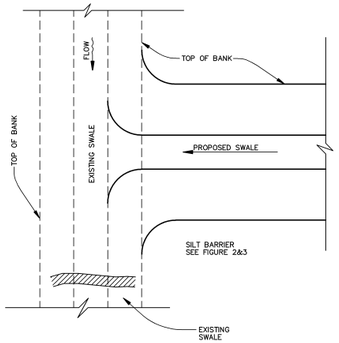
TYPICAL SWALE SECTION
FIGURE 5



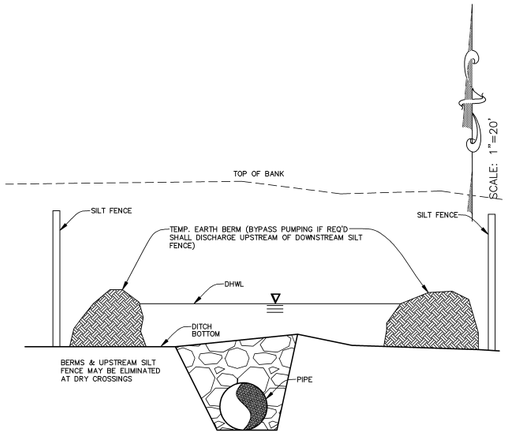
HAY BALE PROTECTION AROUND INLETS OR SIMILAR STRUCTURES
FIGURE 7



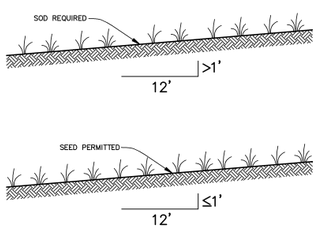
SILT BARRIER AT CONNECTION OF STORM PIPE TO EXISTING SWALE
FIGURE 10



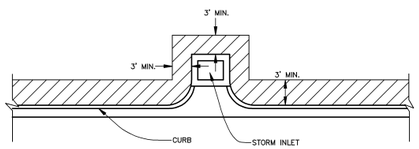
SILT BARRIER AT CONNECTION OF SWALE TO EXISTING SWALE
FIGURE 11



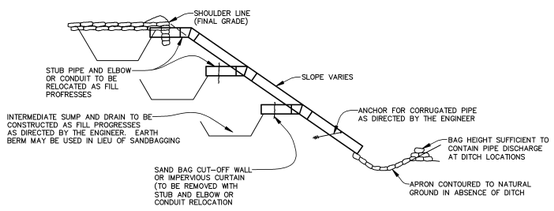
UNDERGROUND PIPE CROSSING
FIGURE 12



GRASS SLOPES
FIGURE 13



SOD ALONG CURB AND AROUND INLET
FIGURE 14



SECTION AA

TEMPORARY SLOPE DRAIN
FIGURE 15

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MANATEE COUNTY PUBLIC WORKS DEPARTMENT

WHITFIELD AVENUE @ PROSPECT ROAD
INTERSECTION IMPROVEMENTS

BEST MANAGEMENT PRACTICES SHEET

REVISION		DATE
	BY	DATE
SURVEYED		
DESIGNED		
DRAWN	MRJ	6/08
CHECKED		

SCALE: N.T.S.

SEAL

APPROVED BY:

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DATE

SHEET 22 OF 22