



MANATEE COUNTY GOVERNMENT

INVITATION FOR BID (IFB) #11-1653DC HABITAT RESTORATION @ BENNETT PARK

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

NON-MANDATORY INFORMATION CONFERENCE

In order to insure that all prospective bidders have sufficient information and understanding of the County's needs, **an Information Conference will be held August 9, 2011 at 10:00 A.M. at the Manatee Purchasing, Administrative Building, 1112 Manatee Avenue West, Suite 803, Bradenton, Florida. All interested bidders are encouraged to attend.** A site visit will immediately follow the Information Conference.

DEADLINE FOR CLARIFICATION REQUESTS: August 12, 2011 at 1:00 P.M.

TIME AND DATE DUE: August 19, 2011 at 3:00 P.M. at Manatee County Purchasing, 1112 Manatee Avenue West, Suite 803, Bradenton, Florida 34205.

FOR INFORMATION CONTACT:
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**IFB #11-1653DC
HABITAT RESTORATION @ BENNETT PARK**

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SECTION A
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.

A.02 INSPECTION OF THE SITE

Inspection of the site is a requirement to be considered for award of this contract. Prior to the submission of a bid, each bidder shall visit the site to become familiar with all conditions that may affect the work required to completely execute the full intent of these specifications.

A.03 BID AND PROPOSAL DOCUMENTS

Bids and Proposals on <http://www.mymanatee.org>.

Bid or Proposal documents and the Notices of Source Selection related to those Bids or Proposals are available for download in a portable document format (.PDF) file on the Manatee County web page on the Purchasing tab under "Bids and Proposals." 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 and Proposal documents in a portable document 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 and Proposals. 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 or PROPOSAL, TO CONTACT MANATEE COUNTY PURCHASING (see contact information on cover page of this document) TO DETERMINE IF ADDENDA WERE ISSUED AND TO MAKE SUCH ADDENDA A PART OF THEIR BID or PROPOSAL.

A.04 BID AND PROPOSAL FORM DELIVERY REQUIREMENTS

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

A.05 DEADLINE FOR CLARIFICATION REQUESTS

August 12, 2011 at 1:00 P.M. shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the Invitation for Bids to Manatee County Purchasing.

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.06 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 Manatee County Purchasing. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

If any addenda are issued to this Invitation for Bid, 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 web page at <http://www.mymanatee.org> which can be accessed by clicking on the "Purchasing" button and then clicking on the "Bids and Proposals" 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.07 SEALED & MARKED

One original and two copies of your bid shall be submitted in one sealed package, clearly marked on the outside "Sealed Bid #11-1653DC Habitat Restoration @ Bennett Park" with your company name. Address package to:

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

A.08 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.09 BID EXPENSES

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

A.10 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.11 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 responsive bidder shall mean that bidder who makes the lowest bid to sell goods and/or services of a quality which conforms closest to or most exceeds the quality of goods and/or services set forth in the attached specifications or otherwise required by the County, and who is fit and capable to perform the bid as made.

To be responsive, a bidder shall submit a bid which conforms in all material respects to the requirements set forth in this 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.12 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 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 Manatee County Code of Laws.

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.13 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 of Laws, 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.

A.13 CODE OF ETHICS (cont'd)

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.14 COLLUSION

By offering a submission to this Invitation For Bid, the bidder certifies that the bidder has not divulged, discussed or compared their bid with other bidders, and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to their own organization, that in connection with this bid:

- a. any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor;
- b. any prices and or cost data quoted for this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder, prior to the scheduled opening, directly or indirectly to any other bidder or to any competitor;
- c. no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;
- d. the only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the 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.15 BID FORMS

Bids must be submitted on attached County forms, although additional pages may be attached. **Bidders must fully complete all Bid Form pages of the Bid submitted. Bid Forms must be executed by an authorized signatory who has the legal authority to make the offer and bind the company. Bidders must fully comply with all 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 procurement costs, damages, and attorney fees as incurred.

A.16 DISCOUNTS

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

A.17 TAXES

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

A.18 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.19 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.20 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:

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

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

A.21 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.22 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 an offer must be in writing and approved by the Purchasing Official.

A.23 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.24 AMERICAN 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.25 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 Official 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 Code of Laws.

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 Purchasing, in writing.

A.26 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 [Manatee County Code of Laws]. A Drug Free Work Place Certification Form is attached to this bid for this purpose.

A.27 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

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 s. 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. In addition, the Manatee County Code prohibits the award of any contract to any person or entity who/which has, within the past five years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of an 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 manner. To ensure 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 persons(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 Form is attached.

A.28 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.29 DISCLOSURE

Upon receipt, all inquiries and responses to inquiries 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 Statute 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, a tabulation shall be posted on www.mymanatee.org.

SECTION B BASIS OF AWARD

B.01 BASIS OF AWARD

Award shall be to the lowest responsive, responsible bidder meeting the requirements and criteria set forth in this Invitation for Bid based on the Total Base Bid amount as indicated on the Phase 1 Bid Form. Project is subject to availability of funding; items may be deleted from the Base Bid until this funding level is met. The award of any areas of work in Phase 2 is also based on this funding and shall be awarded, in whole or in part, only if the total cost does not exceed available funds, to be determined by the County. The County is the sole authority for determining each bid's responsiveness and each bidder's responsibility. **Inspection of the site is a pre-requisite for award.**

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

Bidder shall have proven habitat restoration experience (specifically in the west coast Florida area) consisting of earthwork, exotic removal and plant installation of a similar type (in scope, size, and complexity) as depicted in this project. Bidders must supply a minimum of three references to support their previous experience.

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 contractor shall be certified in Florida as a General Contractor with experience in this type of construction which is the subject of this IFB to be considered for award of this project**

Manatee County will not consider award to any contractor who has failed to meet a project completion date within the past five years.

B.02 QUALIFICATIONS OF BIDDERS (cont'd)

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.

B.03 SUBCONTRACTORS

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

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.

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.04 PREPARING CONTRACT

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

B.05 BE GREEN

All Vendors/Bidders/Quoters/Proposers (*as applicable*) are encouraged to use as many **environmentally preferable** "green" products, materials, supplies, etc. as possible in order to promote a safe and healthy environment. **Environmentally preferable are products or services that have a reduced adverse effect on the environment.** Provide detail of your organization's initiative and its ability to meet the goal of environmental sustainability as an attachment to your bid submittal.

SECTION C

GENERAL TERMS AND CONDITIONS

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 thereunder to any other person, firm or corporation unless first obtaining the written consent of the County. The giving of such consent to a particular subcontractor assignment shall not dispense with the necessity of such consent to any further or other assignment.

C.03 COMPLETION OF WORK

The Work will be complete within the specified calendar days counted from the date the Contract Time commences to run. Two bids shall be considered based on **150 calendar days** and based on **120 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 County the sum of **\$715** 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 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. 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; or within 25 business day if County's consultant approval is required.

It is the Contractor's responsibility for the care of any stored materials. Any damage to or loss of said materials is the responsibility of the Contractor. 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").

C.05 PAYMENT (cont'd)

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

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

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

C.06 RETAINAGE

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

C.07 WARRANTY AND GUARANTEE PROVISIONS

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

C.08 ROYALTIES AND PATENTS

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

C.09 AUTHORIZED PRODUCT REPRESENTATION

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

C.10 REGULATIONS

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

C.11 CANCELLATION

Any failure of the contractor to furnish or perform the Work (including, but not limited to, commencement of the Work, failure to supply sufficient skilled workers or suitable materials or equipment) in accordance with the contract, the County may order the stop of the Work, or any portion thereof, until the cause for such order has been eliminated. If the contractor persistently fails to perform the Work in accordance with the contract, the County reserves the right to terminate the contract.

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 (IF APPLICABLE)

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 ten calendar days of request, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

C.14 INSURANCE (cont'd)a. Workers' Compensation/Employers' Liability

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

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

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

b. Commercial General Liability

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

General Aggregate:

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

c. Business Auto Policy

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

d. Owners Protective Liability Coverage

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

e. Property Insurance

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

C.14 INSURANCE (cont'd)**f. Installation Floater**

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

g. Certificates of Insurance and Copies of Policies

Certificates of Insurance in triplicate evidencing the insurance coverage specified in the six above paragraphs a., b., c., d., e. and f., shall be filed with the Purchasing Official before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the bid number, project title and location of project.

Insurance shall remain in force at least one year after completion and acceptance of the project by the County, in the amounts and types as stated herein, with coverage for all products and services completed under this contract.

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

If the initial insurance expires prior to the completion of operations and/or services by the contractor, renewal certificates of insurance and required copies of policies shall be furnished by the contractor and delivered to the Purchasing Official 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, materialmen or employees in relation to this contract.

C.15 BID BOND/CERTIFIED CHECK

By offering a submission to this Invitation For Bid the bidder agrees, should the bidder's bid be accepted, **to execute the form of contract and present the same to Manatee County for approval within ten days after being notified of the awarding of the contract.** The bidder further agrees that failure to execute and deliver said form of contract within ten days will result in damages to Manatee County and as guarantee of payment of same a bid bond/certified check shall be enclosed within the submitted sealed bid in the amount of five (5%) percent of the total amount of the bid. The bidder further agrees that in case the bidder fails to enter into a contract, as prescribed by Manatee County, the bid bond/certified check accompanying the bid shall be forfeited to Manatee County as agreed liquidated damages. If the County enters into a contract with a bidder, or if the County rejects any and/or all bids, accompanying bond will be promptly returned.

C.16 PERFORMANCE AND PAYMENT BONDS

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

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

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

BID SUMMARY

D.1 THE WORK

The work included in this contract consists of the construction associated with the implementation of a habitat restoration project at the Tom Bennett Park as shown on the Habitat Restoration Plan/Construction Plans prepared by WilsonMiller dated September 2010; and includes earthwork, surveying, best management practices, construction of a concrete weir, planting of native plant species using nursery-grown plants and seeding, control and maintenance of nuisance and exotic vegetation, and maintenance of installed plants.

The work is proposed to be completed in two (2) phases. The work for both phases is described herein and the contractor shall provide bid pricing on both phases. Bid pricing shall be provided by phase on the included Bid Form. The County may select to only complete one phase of this project with the selected contractor based on the funding available.

Phase I shall consist of the following areas (see Habitat Restoration Plan by WilsonMiller):

- WC-1 North – 1.88 acres of wetland creation (also shown as SM-1 on Sheet 6 of 13)
- WC-2 – 0.50 acres of wetland creation
- WC-3 – 1.11 acres of wetland creation
- WC-4 – 1.31 acres of wetland creation
- Exotic removal – 6.1 acres of upland at west end of SW#1 (environmentally sensitive mechanical removal methods)

Phase II shall consist of the following areas (see Habitat Restoration Plan by WilsonMiller):

- WC-1 South (including weir) – 8.26 acres of wetland creation
- CH-2 – 1.76 acres of coastal hammock restoration
- PF-4 – 2.26 acres of full mechanical removal of exotics; pine flatwoods restoration
- Exotic removal (full mechanical removal methods) – 30.7 acres throughout the site
- Exotic removal (environmentally sensitive mechanical removal methods) – 13.5 acres throughout the site (does not include the 6.1 acres in Phase I)
- PF-2 – 7.19 acres of pine flatwoods restoration
- DP-1 – 4.86 acres of dry prairie restoration
- CH-1 – 6.11 acres of coastal hammock restoration
- PF-1 – 7.25 acres of pine flatwoods restoration
- OP-1 – 6.11 acres of oak/pine mix restoration
- PF-3 – 0.91 acres of pine flatwoods restoration

- Exotic removal (treatment only methods) – 12.5 acres throughout the site
It shall be the contractor's responsibility to obtain and/or verify existence of all necessary permits prior to commencing construction. The contractor shall be responsible for obtaining any permits not furnished by owner and the costs should be reflected in the contractor's bid.

The information provided in the Construction Plans and this Bid Summary is solely to assist the contractor in assessing the nature and extent of the conditions that may be encountered during the completion of the work. Prior to bidding, all bidders are required to review the project site and to conduct any necessary investigations to arrive at their own conclusions regarding the actual conditions that may be encountered and shall base their bids on those conclusions.

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 because of damages caused prior to acceptance by the County.

D.1.1 MOBILIZATION

D.1.1.1 DESCRIPTION OF WORK

The work included under this section consists of the preparatory work and operations in mobilizing to begin work on the project. This may include those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site and for the establishment of temporary offices, safety equipment and first aid supplies, and sanitary and other facilities/utilities. This item also includes demobilization of all equipment, personnel, supplies and incidentals from the project site upon final completion.

D.1.1.2 PAYMENT

All work specified under this section shall be paid for under the Lump Sum Pay Item and in accordance with the following schedule:

Percent of Total Contract Amount Earned	Allowable Percent of the Lump Sum Price for Mobilization
5	25
10	50
25	75
100	100

CONSTRUCTION SURVEYING AND STAKEOUT (INCLUDING RECORD DRAWINGS)

D.1.1.3 DESCRIPTION OF WORK

The work included under this section includes all survey related services needed to complete the construction of the project (including record drawing data collection and drawing preparation). The Contractor shall employ a Land Surveyor registered in the State of Florida and acceptable to the County to perform survey functions on this project. The Contractor shall provide the name, address, and telephone number of the surveyor before starting survey work.

The surveyor shall maintain a complete and accurate log of control and survey work as it progresses. Contractor shall locate and protect survey control and reference points prior to starting work.

Surveyor shall establish a minimum of two permanent benchmarks on-site, referenced to established control points. The benchmark locations, with horizontal and vertical data, shall be provided on project record documents. Surveyor shall sign field notes or keep duplicate field notes.

The Contractor's surveyor shall also provide accurate, detailed, and complete (signed and sealed) record drawings, mylars, and a CD containing CAD files of all record drawing sheets to the Engineer and the County. The record drawings shall be signed and sealed by a Florida registered land surveyor. The record drawings shall meet or exceed the requirements of the Southwest Florida Water Management District (SWFWMD) ERP Information Manual, Latest Edition and Manatee County.

Prior to the installation of plantings within the Wetland Creation areas, the contractor shall provide to the Engineer and the County record drawings of the finished grade elevations within the Wetland Creation areas for review (with spot elevations and 1-foot elevation contours). Record cross sections shall also be provided consistent with the cross section locations provided on the construction plans.

D.1.1.1 PAYMENT

All work under this section shall be paid for under the Lump Sum Pay Item: CONSTRUCTION SURVEYING AND STAKEOUT (INCLUDES RECORD DRAWINGS).

D.1.2 EROSION AND TURBIDITY CONTROL

D.1.2.1 DESCRIPTION OF WORK

The work included under this section consists of furnishing all necessary labor, equipment, tools and materials associated with erosion and turbidity control needed throughout the construction of the project. Contractor shall be responsible to erect all required erosion control devices (BMPs) prior to the start of construction. Prior to the installation of the erosion control devices, the Contractor shall contact the

Manatee County Building and Development Services Department - Environmental Planning Division to schedule and confirm the required inspections of the erosion control devices for the project.

The Contractor shall re-establish, at no additional expense to the County, all erosion and turbidity control, or sections thereof, which may become damaged, destroyed or otherwise rendered unsuitable for their intended function during the construction of the project. The Contractor shall, at their expense, provide routine maintenance of permanent and temporary erosion control features until the project is completed and accepted. If such erosion control features must be reconstructed due to the Contractor's negligence or carelessness or, in the case of temporary erosion control features, failure by the Contractor to install permanent erosion control features as scheduled, such replacement shall be at the Contractor's own expense. The work specified under this Section shall include the installation, re-establishment and maintenance of all required erosion and turbidity control devices, all other work required to minimize turbidity in downstream waters, and the removal of all such temporary erosion control facilities upon completion of the project.

D.1.2.1 PAYMENT

All work under this section shall be paid for under the Unit Price Pay Items listed under the EROSION AND TURBIDITY CONTROL section of the bid form.

D.1.3 EARTHWORK

D.1.3.1 CLEARING AND GRUBBING

D.1.3.1.1 DESCRIPTION OF WORK

The work included under this section consists of clearing and grubbing within the Wetland Creation areas. Please note that Wetland Creation areas WC-1 South, WC-2, WC-3 and WC-4 have been partially cleared and grubbed by others. The Contractor shall include any remaining clearing and grubbing work needed to complete the Wetland Creation Areas.

The upper 12 inches (or greater if material is acceptable) of any remaining topsoil within the Wetland Creation areas shall be stockpiled separately for use to make finished grade within the Wetland Creation areas. All other trees, brush, stumps, grass, roots, and other such protruding objects shall be removed and disposed of by the Contractor. Also remove any other existing facilities or debris not required to remain or to be salvaged that is necessary to prepare the area for the proposed construction. The Contractor shall notify all utility companies or utility owners (both public and private) of their intent to perform such work and shall coordinate field locations of utility lines prior to commencement of construction. The Contractor shall obtain all permits/approvals necessary for disposal at their expense.

All roots, stumps, and debris protruding through or appearing on the surface of the completed excavation shall be removed or cut off below the excavated surface. Any boulders laying on the top of the existing surface or otherwise encountered during the clearing and grubbing shall be removed and disposed of off-site by the Contractor.

Unless otherwise stated in the Contract Documents, burning may be permitted within the project limits provided the burning operation complies with all applicable laws, ordinances, and other regulatory agencies. All permits required shall be obtained by the Contractor prior to the start of burning and all permit regulations shall be strictly adhered to. All burning shall be done at locations where trees and shrubs adjacent to the cleared area will not be harmed. Material/debris not burned on-site shall be removed by the Contractor.

D.1.3.1.2 PAYMENT

All work under this section shall be paid for under the Lump Sum Pay Items under the EARTHWORK section of the bid form.

D.1.3.2 EXCAVATION

D.1.3.2.1 DESCRIPTION OF WORK

The work included under this section consists of excavation within the Wetland Creation areas. Please note that Wetland Creation areas WC-1 South, WC-2, WC-3 and WC-4 have been partially excavated by others. The Contractor shall include any remaining excavation work needed to complete the Wetland Creation Areas.

The upper 12 inches (or greater if material is acceptable) of any remaining topsoil within the Wetland Creation areas shall be stockpiled separately for use to make finished grade within the Wetland Creation areas. The wetland creation areas shall be over excavated by 9 inches to accommodate for stockpiled or imported topsoil which will be added back to obtain finished grade.

The material utilized as topsoil shall be suitable for plant growth with normal water holding capacity. Topsoil shall be friable with a minimum of 1.5 percent organic component and free of rocks, hardpan, bedrock, accumulations of clay, or other unsuitable debris. Soil pH shall be normal for support of vegetative growth or have the ability to be adjusted to such. Contractor shall review the suitability of the topsoil with the Engineer prior to placement/import.

Included in the excavation under this section are materials of whatever nature encountered within the required limits of excavation. Determination of sub-surface conditions and its effect on construction costs are the sole responsibility of the Contractor. Sub-surface conditions between soil borings that may be provided can vary greatly from those conditions found at the location where the sample was extracted.

Locating existing underground utilities shall be the responsibility of the Contractor. In the event of any utility conflict, the Contractor shall immediately inform the utility company, the County and the Engineer of the conflict. Contractor shall be responsible for the immediate repair of any utility lines damaged during construction. Contractor shall notify all utility companies or utility owners, both public or private of their intent to perform such work and coordinate field location of utility lines prior to commencement of construction.

Excavation shall consist of excavation of all material necessary for construction of the wetland creation areas according to the depths, dimensions, side slopes, and in the locations shown in the plans. It shall also include the stockpiling of excess excavated materials at an on-site location determined by the County and the disposal of unsuitable materials. Contractor shall be responsible for any investigation of sub-surface conditions and subsequent determination of the amount of rock, roots, and other materials to be incorporated into his price.

Disposal of Surplus Materials: Ownership of all suitable excavated materials shall be retained by the County unless otherwise stated in the plans or Contract Documents.

Disposal of Unsuitable Materials: Material such as silt, clay, or other deleterious materials shall be classified as "unsuitable" unless otherwise specified or classified by the Engineer. Unsuitable excavated material shall become the property of the Contractor to be disposed of outside the project limits. The cost of the disposal and furnishing the disposal area shall be included in the item requiring excavation and no additional compensation will be given. If a dispute arises over the classification of materials, the final determination shall be made by the Engineer.

D.1.3.2.2 **PAYMENT**

All work under this section shall be paid for under the Lump Sum Pay Items under the EARTHWORK section of the bid form.

D.1.3.3 **FINISHED GRADING**

D.1.3.3.1 **DESCRIPTION OF WORK**

The work included under this section consists of all finished grading required within the Wetland Creation areas. As a final grading operation the surface of the earthwork shall be shaped to conform to the lines, grades, and contours shown on the plans. Hand dressing will be required in confined areas where equipment operation is restricted or where the equipment finished surface is unsatisfactory in the judgment of the Engineer. Please note that Wetland Creation areas WC-1 South, WC-2, WC-3 and WC-4 have been partially excavated by others. It shall be the responsibility of the Contractor to ensure that all Wetland Creation areas are filled/excavated/re-graded as needed to match the design finished grade elevations.

The Contractor shall take the necessary precautions to prevent erosion of the slopes before and after finish grading. Any erosion of whatever consequence shall be repaired at the expense of the Contractor until final acceptance of the project.

In final shaping of the surface of earthwork (a.k.a. finished grade), a tolerance of 0.1 foot above or below the plan elevations and contours will be allowed. Final grading will be field verified prior to any planting.

D.1.3.3.2 PAYMENT

All work under this section shall be paid for under the Lump Sum Pay Items under the EARTHWORK section of the bid form.

D.1.3.4 SWALE CONSTRUCTION (INCLUDES SEEDING)

D.1.3.4.1 DESCRIPTION OF WORK

The work included under this section consists of the clearing and grubbing, excavation, hauling, finished grading, and seeding of all swales indicated on the construction plans and shall include the stockpiling or utilization of suitable excavated material to an on-site location determined by the County. Ownership of all suitable materials shall be retained by the County.

D.1.3.4.2 PAYMENT

All work under this section shall be paid for under the Unit Price Pay Item: Swale Construction (includes seeding).

D.1.3.5 FILL THREE EXISTING DITCHES (INCLUDES SEEDING)

D.1.3.5.1 DESCRIPTION OF WORK

The work included under this section consists of the filling of three (3) existing ditches as indicated on the construction plans (approximately 1,070± linear feet total). The cost of this work shall include the hauling, placement, and compaction of all fill material, as well as the seeding of all disturbed areas. The finished grade shall be relatively flat and match the existing top of bank on either side of the existing ditches. Existing topsoil can be removed from ditches prior to filling if needed.

D.1.3.5.2 PAYMENT

All work under this section shall be paid for under the Lump Sum Pay Item: Fill Three Existing Ditches (includes seeding).

D.1.4 MISCELLANEOUS PERMITS AND BONDING

D.1.4.1 DESCRIPTION OF WORK

The work included under this section includes obtaining any miscellaneous permits not furnished by the owner (including any required permit fees). These permits may include right-of-way use permits and burn permits, if required.

The Contractor shall also be responsible for the preparation and submittal of the NPDES permit and EPA Discharge Elimination Permit. The Contractor shall provide a Stormwater Pollution Prevention Plan to Engineer and the County prior to

commencing construction. The Contractor shall be responsible for the implementation of the NPDES and related stormwater pollution prevention plan for the duration of the project.

In addition, the Contractor shall also obtain any required temporary dewatering permits through the Florida Department of Environmental Protection (FDEP), if required, and shall provide copies to the County and Engineer.

The Contractor shall have copies of all permits readily accessible on-site. The Contractor shall be responsible for adhering to all applicable permit conditions

The cost of any bonds required by the County as part of this contract shall also be included under this section.

D.1.4.2 PAYMENT

All work under this section shall be paid for under the Lump Sum Pay Item: MISCELLANEOUS PERMITS AND BONDING.

D.1.5 WEIR WR-1 (COMPLETE)

D.1.5.1 DESCRIPTION OF WORK

The work included in this section shall consist of furnishing all concrete, reinforcing steel, ties, forms, labor, rip-rap, filter fabric, testing, and materials necessary to complete Weir WR-1 per the plans and details.

The rip-rap shall consist of broken rock or stone locally available. The material shall be of sufficient hardness so as not to break or crumble while loading or placing, similar to the cap rock stratus found in southwest Florida. The pieces shall be roughly angular and shall be reasonably free from thin, flat, or elongated pieces. Recycled concrete is not acceptable.

D.1.5.2 PAYMENT

All work under this section shall be paid for under the Lump Sum Pay Item: WEIR WR-1 (COMPLETE).

D.1.6 NEST PLATFORM INSTALLATION

D.1.6.1 DESCRIPTION OF WORK

The work included under this section includes the installation of two (2) artificial nesting platforms to provide suitable nesting platforms for wading birds.

D.1.6.2 PRODUCTS – NESTING PLATFORMS

Contractor shall construct two (2) artificial nesting platforms as described by the USGS Northern Prairie Wildlife Research Center as “Great Blue Heron Nest Platform”. For platform specifications, refer to the USGS website <http://www.npwrc.usgs.gov/resource/wildlife/ndblinds/gbheron.htm>. Three (3) nest platforms shall be constructed on each of the two (2) poles.

D.1.6.3 EXECUTION – NEST PLATFORM INSTALLATION

Nesting platforms shall be erected approximately 30 feet apart within the central portion of RI-1. Reference Construction Plans for location of RI-1. Sticks shall be placed on each of the six (6) nesting platforms to stimulate use.

D.1.6.4 PAYMENT

All work under this section shall be paid for under the Lump Sum Pay Item: NEST PLATFORM INSTALLATION.

D.1.7 WETLAND PLANTING AND MAINTENANCE**D.1.7.1 DESCRIPTION OF WORK**

The work included under this section consists of the installation of native plants using nursery-grown plants and seeding, the removal of nuisance and exotic vegetation, the reduction of removed vegetation biomass, and the maintenance of installed plants and vegetation removal areas.

D.1.7.2 PRODUCTS – NURSERY-GROWN PLANTS

Contractor shall obtain all plant materials in the required quantities and sizes as depicted on Planting Schedules listed in the Construction Plans. All container-grown plants shall meet minimum size and quality requirements of Florida No. 2 grade plant or better as specified by the Florida Department of Agriculture and Consumer Services (FDACS) in their publication "Grades and Standards for Nursery Plants". All plants must originate from local seed sources.

Plant specifications, including supplier, shall be provided to County prior to delivery. Contractor must provide the County or County's designee the opportunity to inspect the plant materials following delivery and prior to installation. Plants exhibiting poor growth characteristics or stress will not be accepted.

D.1.7.3 PRODUCTS – NATIVE PLANT SEED

Contractor shall obtain native plant seed for direct seeding and hydro-seeding. Required plant seed mixtures are depicted on the Construction Plans. Seed may be obtained either pre-mixed or as individual seed to be mixed by contractor. Contractor-mixed seed shall include equal quantities of the listed plant species. Where available, Florida ecotone species shall be utilized. Seed mixtures shall be pure seed mixtures that are a minimum of 95 percent free of weed seeds, soil, or debris. Seed shall be stored in sealed containers and protected from direct sunlight and freezing temperatures.

D.1.7.4 EXECUTION – NURSERY-GROWN PLANT INSTALLATION

Plants are to be installed no later than twenty-four (24) hours after delivery to the site or provisions shall be made to keep them shaded and watered until installation.

For herbaceous and shrub plants up to three (3) gallon:

1. Excavate planting hole to sufficient width and depth to allow roots to spread.
2. Backfill with excavated soil or similar soil.

3. One-quarter cup of 14-14-14 time-release fertilizer shall be added to the bottom of each potted plant.
4. Ensure soil is placed around roots to eliminate air pockets and leave slight depression around base of plant to hold water. Water with a minimum of three (3) gallons of water immediately following planting.

For trees seven (7) gallon and larger:

1. All trees shall be installed in accordance with ANSI A300 Standards, specifically Section 63.
2. Planting hole shall be the same depth as root ball or container size.
3. Planting hole width shall be 1.5 times the diameter of the root ball or container.
4. The sides of the planting hole shall be scarified to ensure adequate root penetration following planting.
5. Any girdling or kinked roots shall be removed by cutting cleanly with sterilized tools.
6. Trunk flare shall be at or above the finished grade.
7. Backfill with excavated soil or similar soil.
8. One-quarter cup of 14-14-14 time-release fertilizer shall be added to the bottom of each potted plant.
9. Ensure soil is placed around roots to eliminate air pockets and leave slight depression around base of plant to hold water. Water with a minimum of three (3) gallons of water immediately following planting.
10. Staking and guying is to be performed by the Contractor if needed as determined by the County or project ecologist.

In the absence of normal rainfall, Contractor shall provide up to 12 weekly watering events of installed plants with fresh water. Plants shall be watered thoroughly without causing damage to plants or erosion around of soil around plants.

D.1.7.5 EXECUTION – DIRECT SEEDING

Direct seeding will be performed in all areas designated as Full Mechanical Exotic Removal Areas on the Construction Plans. Large-scale direct seeding shall be completed in the months of December or January. Planting area preparations should be scheduled accordingly to allow for seeding to take place at that time. Planting area shall be free of emergent weeds at the time of seeding. Seeds shall be planted using a mechanized seed drill to ensure proper contact with mineral soil. Seed shall be applied at a rate of 12 pounds per acre. Contents of seed mixes are provided on the Construction Plans. If specific plant seeds are not available at the time of seeding, Contractor shall coordinate with County and project ecologist on appropriate substitutions.

In the absence of regular rainfall, Contractor shall provide watering events to ensure seedbed remains moist until seeds germinate and emerge. One-half inch of water shall be provided daily for two (2) weeks following seeding. Water shall be applied gently using small water droplets to prevent burying or erosion of seeds.

D.1.7.6 EXECUTION – HYDRO-SEEDING

All upland swales are to be vegetated by hydro-seeding with Florida Wet Flatwoods native seed mixture. Refer to Construction Plans for specific plant species included in Florida Wet Flatwoods native seed mixture. Seed mixture is to be applied at 12 pounds of seed per acre. Other areas to receive native hydro-seeding (upper zones of wetland creation area and swales) shall have the seed slurry applied as soon as possible following completion of final grade.

D.1.7.7 EXECUTION – NUISANCE AND EXOTIC VEGETATION REMOVAL

All herbicide applications are to be performed under the supervision of persons licensed by the Florida Department of Agriculture and Consumer Services (FDACS) in the category of Aquatic and Natural Areas Weed Management. Herbicides must be applied in accordance with label directions and precautions. Care must be taken to avoid damage to non-target desirable native vegetation. Contractor shall be liable for the replacement of non-target native vegetation damaged or destroyed as a result of improper herbicide application.

D.1.7.7.1 TREATMENT ONLY AREAS

In areas designated as Treatment Only on the Construction Plans, nuisance and exotic vegetation control will be limited to treatment with herbicides by hand-carried equipment only. No wheeled or tracked equipment is to enter these areas. Nuisance and exotic vegetation is to be treated with appropriate systemic herbicides labeled for aquatic use. Biomass in this area may be left in place.

D.1.7.7.2 ENVIRONMENTALLY SENSITIVE MECHANICAL REMOVAL

In areas designated as Environmentally Sensitive Mechanical Removal on the Construction Plans, a combination of manual and mechanical removal techniques shall be used to control nuisance and exotic vegetation. Nuisance and exotic plants with stems greater than 1.5 inches diameter at the base shall be stump cut no greater than 3 inches from the ground. Nuisance and exotic plants less than 1.5 inches diameter at the base are to be killed in place by foliar application and left to decompose over time. An appropriate systemic herbicide shall be applied to stumps to prevent re-growth. Any re-growth from stumps within the establishment period shall be re-treated. Care must be taken to avoid damage to non-target desirable native vegetation.

In this area, biomass removal may be performed with the use of lightweight equipment that will cause only minimal soil disturbance such as a lightweight tractor or compact track loader fitted with a grapple. Biomass shall be removed to pre-determined areas for reduction/disposal. Any areas of soil disturbance or compaction shall be restored to its original condition by the Contractor. Extreme caution shall be used by the contractor to minimize damage to native vegetation in these areas.

D.1.7.7.3 FULL MECHANICAL REMOVAL

In areas designated as Full Mechanical Removal on the Construction Plans, heavy equipment may be used to remove nuisance and exotic vegetation. All non-native trees and shrubs shall be removed including the roots and the area returned to original grade. Following tree and shrub removal and re-grading, a broadcast treatment of a non-selective herbicide shall be applied targeting non-native groundcover species in this area including bahiagrass (*Paspalum notatum*) and cogon grass (*Imperata cylindrica*). One month following the initial groundcover herbicide treatment, the entire area shall be tilled with a disc harrow to de-compact and expose mineral soils. Additional applications of non-selective herbicide shall be performed 30 and 60 days following tilling. One month after the third herbicide treatment, the areas shall be mowed to a height of one (1) inch or less (Scalp Mowing) and seeded as specified in the Direct Seeding Specifications. Refer to the following Full Mechanical Removal Area Schedule of Events; adjustments to this schedule shall be made only by the County or project ecologist.

Full Mechanical Removal Area Schedule of Events	
August/September	1 st Herbicide Treatment
September/October	Discing of Entire Area
October/November	2 nd Herbicide Treatment
November/December	3 rd Herbicide Treatment
December/January	Scalp Mowing followed by Direct Seeding

Several large patches (greater than 15' x 15') of desirable ground cover vegetation exist in these areas and are not to be destroyed. These patches of desirable groundcover vegetation consist of saltgrass (*Distichlis spicata*), seashore dropseed (*Sporobolus virginicus*), seashore paspalum (*Paspalum vaginatum*), and associated species. These areas will be field identified and demarcated by a qualified ecologist prior to commencement of work in this area to minimize damage.

D.1.7.8 EXECUTION – NUISANCE AND EXOTIC VEGETATION BIOMASS REDUCTION

Biomass removed from Environmentally Sensitive Mechanical and Full Mechanical areas is to be stockpiled for curing and burning to be conducted by the Contractor. Prior to commencement of exotic species removal within the Full Mechanical and Environmentally Sensitive Mechanical Areas, the Contractor shall coordinate with and obtain approved methods of biomass burning from the Florida Division of Forestry and Manatee County. Soil from rootballs removed in Full Mechanical area is to be shaken off before stockpiling. The use of an air curtain incinerator or similar method is preferred. If biomass burning is not feasible or allowable at the time of the biomass reduction activities, biomass shall be removed offsite to an appropriate landfill or collection facility.

D.1.7.9 WETLAND MAINTENANCE PERIOD

The Contractor shall be responsible for maintenance of installed plants and all restoration areas for 90 days following completion of specific activities or until construction is certified complete, whichever occurs last. If the construction is completed in separate phases, completion of work for that phase will be considered instead of completion certification for the entire project. The Contractor shall guarantee the survival of at least 90 percent of all plant materials for a minimum of 90 days. Container-grown plants that die in excess of ten (10) percent (per species) allowance shall be replaced by the Contractor at no additional cost to the County. Replacement plants must meet the same specifications as original plants.

D.1.7.10 WETLAND MAINTENANCE WORK

The work to be performed under this section consists of the following:

D.1.7.10.1 WETLAND CREATION AREA MAINTENANCE

Maintenance activities within the wetland creation areas shall be conducted quarterly for two (2) years to maintain the areas with less than five (5) percent cover by nuisance and exotic species. Control activities shall be limited to selective treatment with herbicides by hand-carried equipment only. No wheeled or tracked equipment is to enter these areas. Nuisance and exotic vegetation is to be treated with appropriate systemic herbicides labeled for aquatic use. Biomass may be left in place.

D.1.7.10.2 HYDRO-SEEDED AND DIRECT SEEDED AREAS MAINTENANCE

Maintenance activities within the these areas shall be conducted quarterly for two (2) years to maintain the areas with less than five (5) percent cover by nuisance and exotic species. Control activities shall be limited to selective treatment with herbicides by hand-carried equipment only. No wheeled or tracked equipment is to enter these areas. Nuisance and exotic vegetation is to be treated with appropriate systemic herbicides labeled for aquatic use. Biomass may be left in place.

D.1.7.11 PAYMENT

All work specified under this section shall be paid for under Lump Sum Pay Items for WETLAND PLANTING AND MAINTENANCE on the Bid Form.

SECTION E

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 is a copy of the current Manatee County law that details the County's Local Preference and 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 of the bid, 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 on line registration: www.mymanatee.org

A link to "Purchasing" is listed under the "Quick Links" on page one of this 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

1. 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.
2. 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.
3. 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.
4. **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.**
5. 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.
6. Local preference shall not apply to the following categories of contracts:
 - a. Goods or services provided under a cooperative purchasing agreement or similar "piggyback" contract;

- b. Contracts for professional services subject to Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, except as provided for in subsection (e) above;
 - c. 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;
 - d. Purchases or contracts made pursuant to a non-competitive award process, unless otherwise provided by this section;
 - e. 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.
7. To qualify for local preference under this section, a local business must certify to the County that it:
- a. 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;
 - b. 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;
 - c. 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.

**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