

RFQ NO.19-TA003145BB
PROFESSIONAL DESIGN SERVICES FOR
KINGFISH BOAT RAMP RENOVATION
906-72
OCTOBER 8, 2019

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



ADVERTISEMENT

REQUEST FOR QUALIFICATIONS NO. 19-TA003145BB

PROFESSIONAL DESIGN SERVICES FOR KINGFISH BOAT RAMP RENOVATION

Manatee County, a political subdivision of the State of Florida (hereinafter referred to as County) will receive qualification proposal responses (Proposals) from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida (Proposers), to provide professional architectural and engineering design services as specified in this Request for Qualifications.

DATE, TIME AND PLACE DUE:

The Due Date and Time for submission of Proposals in response to this RFQ is **November 8, 2019 by 3:00 P.M. ET**. Proposals must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 and time stamped by a Procurement representative by the Due Date and Time. Proposals will be opened immediately following the Due Date and Time at the Manatee County Administration Building, Suite 803.

SOLICITATION INFORMATION CONFERENCE:

A non-mandatory Information Conference will be held at 9:00 A.M. on October 22, 2019 at the Manatee County Administration Building, located at 1112 Manatee Ave West, Ste. 803, Bradenton, FL 34205. Attendance to a non-mandatory information conference is not required but is strongly encouraged.

DEADLINE FOR QUESTIONS AND CLARIFICATION REQUESTS:

The deadline to submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this Request for Qualifications to the Manatee County Procurement Division is October 29, 2019. Questions and inquiries should be submitted via email to the Designated Procurement Contact shown below.

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

DESIGNATED PROCUREMENT CONTACT: Brooke Baker, Senior Procurement Agent
(941) 748-4501 Ext. 3039, Fax (941) 749-3034
Email: brooke.baker@mymanatee.org
Manatee County Financial Management Department
Procurement Division

AUTHORIZED FOR RELEASE:

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SECTION A, INSTRUCTIONS TO PROPOSERS

In order to receive consideration, Proposers must meet the minimum qualification requirements, submit the required forms and information, and comply with the instructions as follows. Proposals will be accepted from a single business entity, joint venture, partnership or corporation. The County intends to award an agreement(s) for the provision of professional architectural and engineering design services as identified in this RFQ.

A.01 INFORMATION CONFERENCE

A non-mandatory Information Conference will be held at 9:00 A.M. on October 22, 2019 at the Manatee County Administration Building, located at 1112 Manatee Ave West, Ste. 803, Bradenton, FL 34205. Attendance to a non-mandatory information conference is not required but is strongly encouraged.

A.02 DUE DATE AND TIME

The Due Date and Time for submission of Proposals in response to this Request for Qualifications (RFQ) is **November 8, 2019 by 3:00 P.M. ET**. Proposals must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 prior to the Due Date and Time.

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

A.03 PUBLIC OPENING OF RESPONSES

Sealed Proposals will be publicly opened at Manatee County Administration Procurement Division, 1112 Manatee Avenue West, 8th Floor, Suite 803, Bradenton, Florida 34205, in the presence of County officials immediately upon expiration of the Due Date and Time. Proposers or their representatives may attend the Proposal opening.

Manatee County will make public at the opening the names of the business entities which submitted a Proposal and city and state in which they reside. No review or analysis of the Proposals will be conducted at the Proposal opening.

A.04 SUBMISSION OF RESPONSES

The contents of the Proposal sealed package must include:

- One (1) bound original clearly identifying Proposer and marked "ORIGINAL".
- Three (3) bound copy(s) clearly identifying Proposer and marked "COPY" with all required information and identical to the original.
- One (1) electronic format copy(s) clearly identifying Proposer.

Electronic format copies should be submitted on separate Universal Serial Bus (USB) portable flash memory drives or compact disc (CD) in MicroSoft Office® or Adobe Acrobat® portable

document format (PDF) in one continuous file. Do not password protect or otherwise encrypt electronic Proposal copies. Electronic copies must contain an identical Proposal to the original.

Upon submission, all Proposals become the property of Manatee County which has the right to use any or all ideas presented in any Proposal submitted in response to this Request for Qualifications whether, or not, the Proposal is accepted.

Submit the Proposal package in a sealed container with the following information clearly marked on the outside of the package: RFQ No. 19-TA003145BB, Professional Design Services for Kingfish Boat Ramp Renovation, Proposer's name, and Proposer's address. Proposals must be received by the Manatee County Procurement Division prior to the Due Date and Time at the following address:

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

A.05 ORGANIZATION OF RESPONSES

Proposals must be organized and arranged with tabs in the same order as listed in the subsections within Attachment B, Proposal Response, identifying the response to each specific item.

Proposals must clearly indicate the legal name, address and telephone number of the Proposer. Proposal Signature Form must be signed by an official or other individual authorized to make representations for the Proposer.

A.06 DISTRIBUTION OF SOLICITATION DOCUMENTS

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

At its sole discretion, the County may utilize a third-party provider to distribute Proposals. For more information regarding this service visit the Procurement webpage of the County website. Utilization of this third party service is not a requirement for doing business with Manatee County.

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

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

A.07 ADDENDA

Any interpretations, corrections or changes to this RFQ will be made by addendum. Addenda will be posted on the Procurement Division’s web page of the County website at <http://www.mymanatee.org/> > *Business > Bids and Proposals*. For those solicitations that are advertised on a third-party website, addenda will likewise be posted on the third-party website.

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

A.08 RESPONSE EXPENSES

All costs incurred by Proposer in responding to this RFQ and to participate in any interviews/presentations/demonstrations, including travel, will be the sole responsibility of the Proposer.

A.09 QUESTION AND CLARIFICATION PERIOD

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

Manatee County will not be responsible for oral interpretations given by other sources including County staff, representative, or others. The issuance of a written addendum by the Procurement Division is the only official method whereby interpretation, clarification or additional information will be given.

A.10 FALSE OR MISLEADING STATEMENTS

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

A.11 WITHDRAWAL OR REVISION OF RESPONSES

Proposers may withdraw Proposals under the following circumstances:

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

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

A.12 JOINT VENTURES

Proposers intending to submit a Proposal as a joint venture with another entity are required to have filed proper documents with the Florida Department of Business and Professional Regulation and all other State or local licensing agencies as required by Florida Statute Section 489.119, prior to the Due Date and Time.

A.13 LOBBYING

After the issuance of any solicitation, no prospective Proposer, or their agents, representatives or persons acting at the request of such Proposer, shall contact, communicate with or discuss any matter relating in any way to the solicitation with any County officers, agents or employees, other than the Procurement Official or designee, unless otherwise directed by the Procurement Official or designee. This prohibition includes copying such persons on written communications (including email correspondence) but does not apply to presentations made to evaluation committees or at a County Commission meeting where the Commission is considering approval of a proposed contract/purchase order. This requirement ends upon final execution of the contract/purchase order or at the time the solicitation is cancelled. Violators of this prohibition will be subject to sanctions as provided in the Manatee County Code of Ordinances Section 2-26-31 and 2-26-32. Sanctions may include (a) written warning; (b) termination of contracts; and (c) debarment or suspension.

A.14 EXAMINATION OF RESPONSES

The examination and evaluation of the Proposals submitted in response to this solicitation generally requires a period of not less than ninety (90) calendar days from the Due Date and Time.

A.15 ERRORS OR OMISSIONS

Once a Proposal is opened, the County will not accept any request by Proposer to correct errors or omissions in the Proposal other than as identified in paragraph A.11.

A.16 DETERMINATION OF RESPONSIBLENESS AND RESPONSIVENESS

The County will conduct a due diligence review of all Proposals received to determine if the Proposer is responsible and responsive.

To be responsive a Proposer must submit a Proposal that conforms in all material respects to the requirements of this RFQ and contains all the information, fully completed attachments and forms, and other documentation required. Proposals that are deemed non-responsive will not be considered or evaluated.

To be responsible, a Proposer must meet the minimum qualification requirements and have the capability to perform the Scope of Services contained in this RFQ. Proposals submitted by Proposers that are deemed non-responsible will not be considered or evaluated.

A.17 RESERVED RIGHTS

The County reserves the right to accept or reject any and all Proposals, to waive irregularities and technicalities, to request additional information and documentation, and to cancel this solicitation at any time prior to execution of the contract. In the event only one Proposal is received, the County reserves the right to negotiate with the Proposer. The County reserves the right to award the contract to a responsive and responsible Proposer which in its sole determination is the best value and in the best interests of the County.

The County reserves the right to conduct an investigation as it deems necessary to determine the ability of any Proposer to perform the work or service requested. Upon request by the County, Proposer shall provide all such information to the County. Additional information may include, but will not be limited to, current financial statements prepared in accordance with generally accepted accounting practices and certified by an independent CPA or official of Proposer; verification of availability of equipment and personnel; and past performance records.

A.18 APPLICABLE LAWS

Proposer must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting contract. This solicitation process will be conducted in accordance with Manatee County Code of Ordinances, Chapter 2-26.

A.19 TAXES

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

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

A.20 SCRUTINIZED COMPANIES

Pursuant to Florida Statute Section 287.135, as of July 1, 2012, a company that, at the time of submitting a response for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute Section 215.473, is ineligible for, and may not submit a response for or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

A.21 COLLUSION

Proposer certifies that its Proposal is made without prior understanding, agreement, or connection with any other corporation, firm or person submitting a Proposal for the same

materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

Any such violation may result in contract cancellation, return of materials or discontinuation of services and the possible removal of Proposer from participation in future County solicitations for a specified period.

The County reserves the right to disqualify a Proposer during any phase of the solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud on the part of the Proposer.

A.22 CODE OF ETHICS

With respect to this Request for Qualifications, if any Proposer violates, directly or indirectly, the ethics provisions of the Manatee County Procurement Code and/or Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes Chapter 112, Part II, Code of Ethics for Public Officers and Employees, such Proposer will be disqualified from eligibility to perform the work described in this RFQ, and may also be disqualified from submitting any future bids or proposals to supply goods or services to Manatee County.

A.23 PUBLIC ENTITY CRIMES

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, Successful Proposer, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

In addition, Manatee County Code of Laws Chapter 2-26 Article V prohibits the award of County contracts 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 reasonable manner.

To ensure compliance with the foregoing, Manatee County Code of Laws requires all persons or entities desiring to contract with Manatee 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 Manatee County. Proposer is to complete Attachment "B" and submit with your Proposal.

A.24 AMERICANS WITH DISABILITIES

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

A.25 EQUAL EMPLOYMENT OPPORTUNITY

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

A.26 MINORITY AND/OR DISADVANTAGED BUSINESS ENTERPRISE

The State of Florida Office of Successful Proposer Diversity provides the certification process and maintains the database of certified MBE/DBE firms. Additional information may be obtained at <http://www.osd.dms.state.fl.us/iframe.htm> or by calling (850) 487-0915.

A.27 DISCLOSURE

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

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

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

Pursuant to Florida Statute 119.0701, to the extent Successful Proposer is performing services on behalf of County, Successful Proposer must:

- a. Keep and maintain public records required by public agency to perform the service. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Manatee County public record policies. Proposer agrees, prior to providing goods/services, it will implement policies and procedures, which are subject to approval by County, to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies including but not limited to Section 119.0701, Florida Statutes.

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

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

PHONE: (941) 742-5845

EMAIL: DEBBIE.SCACCIAOCE@MYMANATEE.ORG

ATTN: RECORDS MANAGER

1112 MANATEE AVENUE WEST

BRADENTON, FL 34205

A.28 TRADE SECRETS

Manatee County is subject to Chapter 119, Florida Statutes. Therefore, all documents, materials, and data submitted as part of a Proposal in response to a Request for Proposal are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes.

Notwithstanding any other provision in this solicitation, designation of the entire proposal as 'trade secret', 'proprietary', or 'confidential' is not permitted and may result in a determination that the Proposal is non-responsive and therefore the proposal will not be evaluated or considered.

Except for materials that are 'trade secrets' as defined by Chapter 812, Florida Statutes, ownership of all documents, materials and data submitted as part of a Proposal in response to the Request for Proposal shall belong exclusively to County.

To the extent that Proposer desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be segregated from the portions of the Proposal that are not declared as trade secret. In addition, Proposer shall cite, for each trade secret claimed, the Florida Statute number which supports the designation. Further, Proposer shall offer a brief written explanation as to why the cited Statute is applicable to the information claimed as trade secret. Additionally, Proposer shall provide a hard copy of its Proposal that redacts all information designated as trade secret.

In conjunction with trade secret designation, Proposer acknowledges and agrees that:

1. Trade secret requests made after the opening will not be considered. However, County reserves the right to clarify the Proposers request for trade secret at any time; and
2. County and its officials, employees, agents, and representatives are hereby granted full rights to access, view, consider, and discuss the information designated as trade secret throughout the evaluation process and until final execution of any awarded purchase order or contract; and
3. That after notice from County that a public records request has been made pursuant to Proposer's proposal, the Proposer at its sole expense, shall be responsible for defending its determination that submitted material is a trade secret and is not subject to disclosure. Action by Proposer in response to notice from the County shall be taken immediately, but no later than 10 calendar days from the date of notification or Proposer will be deemed to have waived the trade secret designation of the materials.

Offeror shall indemnify and hold County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the Proposer, including actions or claims arising from County's non-disclosure of the trade secret materials.

A.29 CONFIDENTIALITY OF SECURITY RELATED RECORDS

- a. Pursuant to Florida Statutes § 119.071(3), the following records (hereinafter referred to collectively as "the Confidential Security Records") are confidential and exempt from the disclosure requirements of Florida Statutes § 119.07(1):
 - i. A Security System Plan or portion thereof for any property owned by or leased to County or any privately owned or leased property held by County.
 - ii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by County.
 - iii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, or hotel or motel development in the possession of, submitted to County.

- b. Successful Proposer agrees that, as provided by Florida Statute, it shall not, as a result of a public records request, or for other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of County's Property Management Director or to comply with a court order requiring such release or disclosure. To the extent Successful Proposer receives a request for such records, it shall immediately contact the County's designated Contract administrator who shall coordinate County's response to the request.

A.30 E-VERIFY

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

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

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

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

A.31 LICENSES AND PERMITS

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

A.32 MINIMUM WAGE REQUIREMENTS

The successful Proposer shall comply with all minimum wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other employment laws, as may be applicable to the Agreement.

A.33 PROTEST

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

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

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

A.34 BINDING OFFER

Proposals will remain valid for a period of 120 days following the Due Date and Time and will be considered a binding offer to perform the required services and/or provide the required goods. The submission of a Proposal will be taken as prima facie evidence that the Proposer has familiarized itself with the contents of this Solicitation

A.35 ACCESSIBILITY

The County is committed to making its documents and information technologies accessible to individuals with disabilities by meeting the requirements of Section 508 of the Rehabilitation Act and best practices (w3C WCAG 2). **For assistance with accessibility regarding this solicitation, contact the Manatee County Procurement Division via email at purchasing@mymanatee.org or by phone at 941-748-4501, X3014.**

Successful Bidder shall ensure all its electronic information, documents, applications, reports, and deliverables required under the Agreement are in a format that meets the requirements of Section 508 of the Rehabilitation Act and best practices (W3C WCAG 2).

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

A.36 PURCHASING COOPERATIVE

It is the intent of this RFQ to include requirements and to obtain proposals on behalf of Manatee County Government. Further it authorizes entities belonging to the Sarasota Bay Area Chapter of NIGP to obtain goods and services utilizing the terms, conditions and pricing of this RFQ. This opportunity is also made available to all public agencies, pursuant to their own governing laws, and subject to the agreement of the supplier. The County will not be financially responsible for the purchases of other public agencies utilizing this RFQ and any resulting contract or purchase order.

A.37 SOLICITATION SCHEDULE

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

Scheduled Item	Scheduled Date
Non-Mandatory Information Conference: Manatee County Administration Building 1112 Manatee Ave West, Suite 803 Bradenton, FL 34205	October 22, 2019 at 9:00 a.m.
Question and Clarification Deadline	October 29, 2019
Final Addendum Posted	November 1, 2019
Proposal Due Date and Time	November 8, 2019, by 3:00 p.m.
Technical Evaluation Meeting	November 21, 2019
Technical Evaluation Meeting	November 22, 2019
Interviews/Presentations/Demonstrations (if conducted)	December 12, 2019
Final Evaluation Meeting (if required)	December 13, 2019
Projected Award	December 2019

END SECTION A

SECTION B, EVALUATION OF RESPONSES

B.01 EVALUATION

A due diligence review will be conducted to determine if the Proposal is responsive to the submission requirements outlined in this Solicitation and to determine if the Proposer is a responsible Proposer.

A responsive Proposal is one that follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive. A responsible Proposer is a Proposer which the County affirmatively determines has the ability, capability and skill to perform under the terms of the agreement; can provide the materials and/or service promptly within the time specified, without delay or interference; has a satisfactory record of integrity and business ethics; and meets the minimum qualification requirements in this RFQ.

Evaluation of Proposals will be conducted by an evaluation committee. Each evaluation committee member will evaluate and rank the Proposals for each of the evaluation criteria. The committee will consider all information submitted by each responsible and responsive Proposer; clarification information provided by Proposer; information obtained during the interviews, presentations, or demonstrations; feedback received from Proposer's references; and any other relevant information received during any investigation of Proposer to ascertain the ability of the Proposer to perform the Scope of Services as stated in this RFQ.

B.02 EVALUATION CRITERIA

The following evaluation criteria have been established for this RFQ.

Criteria	Weight
Proposer & Team's Experience	25%
Approach to Design	20%
Organizational Structure and Capacity	15%
Similar Completed Projects	25%
Interviews	10%
Volume of Work	5%

B.03 CLARIFICATIONS, INTERVIEWS, PRESENTATIONS, DEMONSTRATIONS

As part of the evaluation process the evaluation committee may request additional information or clarification from Proposers for the purpose of further evaluation of (a) conformance to the solicitation requirements, (b) the abilities of the Proposer, and (c) understanding of the Proposal submitted. Additional information and clarification must be submitted by Proposer within the requested time-period.

Additionally, interviews, presentations or demonstrations may be conducted with Proposers as part of the evaluation process. If conducted, the evaluation committee will determine a list of those responsive and responsible Proposals that are deemed by the committee as having a reasonable probability of being selected for award (Short List). The Short List Proposers will be invited to meet with the committee. The information gained from these interviews, presentations, or demonstrations will be part of the committee's consideration in making a recommendation for award. Therefore, Proposers should make arrangements to attend, if invited.

The interviews, presentations and demonstrations are closed to the public to the extent permitted by law.

The evaluation committee may final rank Proposals without conducting clarifications, interviews, presentations, or demonstrations. Therefore, each Proposer must ensure that its Proposal reflects Proposer's best offer, given its understanding of the requirements at the time of submission.

B.04 RECOMMENDATION FOR NEGOTIATION

The evaluation committee will determine from the responses to this RFQ and subsequent investigations, the Proposer(s) who best meets the County's requirements. Upon completion of the technical evaluations, the evaluation committee will make a recommendation as to the Proposer(s) which the County should enter into negotiations, if any. The County will notice the Intent to Negotiate, in the same manner the original Request for Qualifications document was noticed prior to commencing negotiations.

Upon approval to commence negotiations, the recommended Proposer(s) shall submit one original hard copy and one electronic copy on a CD or USB flash drive of its pricing proposal. The pricing information should show a categorical breakout of the pricing, with any alternates or options clearly identified. The pricing information shall be clear and unambiguous to facilitate evaluation of the prices submitted.

The County will conduct negotiations with the highest ranked Proposer. If the County and the highest-ranked Proposer cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at its sole discretion, begin negotiations with the next highest-ranked Proposer(s). This process may continue until a contract acceptable to the County has been negotiated or all Proposals are rejected.

B.05 RECOMMENDATION FOR AWARD

Upon successful completion of negotiations, a recommendation for award to the successful Proposer(s) will be presented for approval per County ordinances, policies and procedures.

END SECTION B

SECTION C, AWARD OF THE AGREEMENT

C.01 GENERAL

By submitting a Proposal, Proposer understands and agrees:

- a. The Proposal and all subsequent information requested by the County during the procurement process will serve as a basis for the Agreement.
- b. All products and papers produced during the Agreement period become the property of Manatee County upon termination or completion of the engagement.

C.02 AGREEMENT

The successful Proposer(s) will be required to execute the Agreement in a form and with provisions acceptable to the County (See Attachment F, Sample Agreement). The County (as Owner) will execute this Agreement with the successful Proposer (as Contractor).

The negotiated Agreement may or may not include all elements of this RFQ or the Proposal submitted by the successful Proposer(s) where alternatives provide best value, are desirable to the County, and the parties agree to such terms. Negotiations of the terms of the Agreement, may include specifications, scope of project, price, the Agreement period, renewal, or any other relevant provisions.

C.03 AWARD

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

Award of the Agreement is subject to approval as provided for in the Manatee County Procurement Code.

END SECTION C

SECTION D, FORMS

FORM 1 - ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda:

Addendum No. _____	Date Received:

Print or type Proposer’s information below:

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

FORM 2 - PROPOSAL SIGNATURE FORM

The undersigned represents that by signing this Proposal Signature Form that:

- (1) He/she has the authority and approval of the legal entity purporting to submit the Proposal and any additional documentation which may be required such as the Joint Venture Agreement or Joint Venture Affidavit, if applicable; and
- (2) All facts and responses set forth in the Proposal are true and correct; and
- (3) If the Proposer is selected by County to negotiate an agreement, that Proposer’s negotiators will negotiate in good faith to establish an agreement to provide the services described in this RFQ; and
- (4) By submitting a Proposal and signing below, the Proposer agrees to the terms and conditions in this RFQ, which incorporates all addenda, appendices, exhibits, and attachments, in its entirety, and is prepared to sign the Agreement, of which a sample is incorporated into this RFQ as Attachment F. The Proposer understands that if it submits exceptions to the Sample Agreement in its Proposal, the Proposer may be determined non-responsive.

Print or type Proposer’s information below:

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

FORM 3- PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO MANATEE COUNTY PROCUREMENT CODE SECTION 2-26 ARTICLE V,

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 Manatee County by _____
[print individual's name and title]

for _____
[name of entity submitting sworn statement]

whose business address is: _____

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

I, the undersigned, 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 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 Proposers or prospective Proposers 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, as determined by the County, 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/she 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 amount family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

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

I UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE PROCUREMENT DIVISION OR THE COUNTY ADMINISTRATOR DETERMINES THAT **SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.**

Signature of Contractor Representative

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____ by _____
_____. Personally known OR Produced the following identification

[Type of identification]

Notary Public Signature

My commission expires _____

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

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

FORM 4 - CONFLICT OF INTEREST DISCLOSURE FORM

The award of an agreement resulting from this RFQ is subject to the provisions of Manatee County Code of Laws. Proposer must disclose within its Proposal: the name of any officer, director, or agent who is also an employee of Manatee County. Furthermore, Proposer must disclose the name of any County employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Proposer’s firm or any of its branches, divisions, or affiliates.

By signing below, Proposer confirms that it is not currently engaged or will not become engaged in any obligations, undertakings or contracts that will require the firm to maintain an adversarial role against the County or that will impair or influence the advice or recommendations it provides to the County.

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of my knowledge, the undersigned firm has no potential conflict of interest for this RFQ.

_____ The undersigned firm, by execution of this form, submits information which may be a potential conflict of interest for this RFQ.

Acknowledged and attested to by:

_____ Firm Name

_____ Signature

_____ Name and Title (Print or Type)

_____ Date

Return this fully executed form with your Proposal.

FORM 5 - NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is _____ of _____, the Proposer that has submitted a Proposal to perform work for the following:

RFQ No.: _____ Title: _____

b. He/She is fully informed respecting the preparation and contents of the attached Request for Qualifications, and of all pertinent circumstances respecting such Solicitation.

Such Proposal is genuine and is not a collusive or sham Proposal.

c. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract.

d. The price or prices to be submitted shall be fair and proper and shall not be tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature: _____

Subscribed and sworn to (or affirmed) before me this _____ day of _____ 20__, by _____, who is personally known to me OR has produced _____ as identification.

Notary Signature _____

Notary Name: _____

Notary Public (State): _____

My Commission No: _____

Expires on: _____

SEAL

FORM 6 - TRUTH – IN – NEGOTIATION CERTIFICATE

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

(This document must be executed by an authorized official of Proposer (e.g., President, CEO, Partner, Managing Partner)

Name: _____

Title: _____

Date: _____

Signature: _____

FORM 7 – SCRUTINIZED COMPANY CERTIFICATION

This certification is required pursuant to Florida State Statute Section 287.135 and must be executed and returned with Proposer’s Proposal.

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

Companies must complete and return this form with its response.

Company: _____

FEIN: _____

Address. _____

City/State/Zip. _____

I, _____, as a representative of _____

certify and affirm that this entity is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Signature

Title

Printed Name

Date

FORM 8, INSURANCE REQUIREMENTS

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

Automobile Liability Insurance Required Limits

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

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

This policy shall contain severability of interests' provisions.

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

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

- \$1,000,000 Single Limit Per Occurrence
- \$2,000,000 Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury Liability
- \$50,000 Fire Damage Liability
- \$10,000 Medical Expense, and
- \$1,000,000, Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

This policy shall contain severability of interests' provisions.

Employer's Liability Insurance

Coverage limits of not less than:

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

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

Coverage limits of not less than:

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

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

Aircraft Liability Insurance Required Limits

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

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

Un-Manned Aircraft Liability Insurance (Drone)

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

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

Installation Floater Insurance

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

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

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

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

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

Builder's Risk Insurance

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

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

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

Cyber Liability Insurance

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

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

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

Hazardous Materials Insurance (As Noted Below)

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

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

Pollution Liability

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

Asbestos Liability (If handling within scope of Contract)

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

Disposal

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

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

Hazardous Waste Transportation Insurance

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

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

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

Liquor Liability Insurance

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

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

Garage Keeper's Liability Insurance

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

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

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

Bailee’s Customer Liability Insurance

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

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

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

Hull and Watercraft Liability Insurance

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

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

Other [Specify]

BOND REQUIREMENTS

Bid Bond

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

Payment and Performance Bond

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

INSURANCE REQUIREMENTS

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

Commercial General Liability and Automobile Liability Coverages

- a. **“Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the Successful Proposer, his agents, representatives, and employees; products and completed operations of the Successful Proposer; or automobiles owned, leased, hired or borrowed by the Successful Proposer. The coverage shall contain no special limitation(s) on the scope of protection afforded to the COUNTY, its officials, employees or volunteers. In addition to furnishing a Certificate of Insurance, the Successful Proposer shall provide the endorsement that evidences Manatee COUNTY being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of Florida,” as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.
- b. The Successful Proposer's insurance coverage shall be primary insurance with respect to the COUNTY, its officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officials, employees or volunteers shall be excess of Successful Proposer's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form.

Workers' Compensation and Employers' Liability Coverages

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

II. General Insurance Provisions Applicable To All Policies

1. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, Successful Proposer shall furnish the COUNTY with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.
2. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance. In addition, when requested in writing from the COUNTY, Successful Proposer will provide the COUNTY with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

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

Bradenton, FL 34205

3. The project's solicitation number and title shall be listed on each certificate.
4. Successful Proposer shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
5. Successful Proposer agrees that should at any time Successful Proposer fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.
6. The Successful Proposer waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
7. The Successful Proposer has sole responsibility for all insurance premiums and policy deductibles.
8. It is the Successful Proposer's responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. Successful Proposer shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or Successful Proposer shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
9. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review the Successful Proposer's deductible or self-insured retention and to require that it be reduced or eliminated.
10. Successful Proposer understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY'S failure to request evidence of this insurance coverage shall not be construed as a waiver of Successful Proposer'S obligation to provide and maintain the insurance coverage specified.
11. The enclosed Hold Harmless Agreement shall be signed by the Successful Proposer and shall become a part of the contract.
12. Successful Proposer understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY'S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.
13. No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

BONDING REQUIREMENTS

Bid Bond/Certified Check. By submitting a proposal, the Successful Proposer agrees should its proposal be accepted, **to execute the form of Agreement and present the same to COUNTY for approval within ten (10) calendar days after notice of intent to award.** The Successful Proposer further agrees that failure to execute and deliver said form of Agreement **within ten (10) calendar days** will result in damages to COUNTY and as guarantee of payment of same a bid bond/certified

check shall be enclosed within the submitted sealed proposal in the amount of five (5%) percent of the total amount of the proposal. The Successful Proposer further agrees that in case the Successful Proposer fails to enter into an Agreement, as prescribed by COUNTY, the bid bond/certified check accompanying the proposal shall be forfeited to COUNTY as agreed liquidated damages. If COUNTY enters into an agreement with a Successful Proposer, or if COUNTY rejects any and/or all proposals, accompanying bond will be promptly returned.

Payment and Performance Bonds. Prior to commencing work, the Successful Proposer shall obtain, for the benefit of and directed to COUNTY, a Payment and Performance Bond satisfying the requirements of Florida Statutes § 255.05, covering the faithful performance by the Successful Proposer of its obligation under the Contract Documents, including but not limited to the construction of the project on the project site and the payment and obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the Successful Proposer to provide the Payment and Performance Bond shall be approved by COUNTY prior to issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that surety is rated A- or better by Best's Key Guide, latest edition.

Failure to provide the required bonds on the prescribed form may result in Successful Proposer being deemed nonresponsive. Bonds must be in the form prescribed in Florida Statutes § 255.05, and must not contain notice, demand or other terms and conditions, including informal pre-claim meetings, not provided for in Florida Statutes § 255.05.

Bonds shall be in an amount equal to 100% of the contract price issued by a duly authorized and nationally recognized surety company, authorized to do business in the State of Florida, satisfactory to COUNTY. Surety shall be rated as "A-" or better by Best's Key Guide, latest edition. The attorney-in-fact who signs the bonds must file with the bonds, a certificate and effective dated copy of power-of-attorney. Payment and Performance Bonds shall be issued to "Manatee County, a political subdivision of the State of Florida", **within ten (10) calendar days after issuance of notice of intent to award.**

In addition, pursuant to Florida Statutes § 255.05(1)(b), Florida Statutes, prior to commencing work, the Successful Proposer shall be responsible and bear all costs associated to record the Payment and Performance Bond with the Manatee County Clerk of the Circuit Court. A certified copy of said recording shall be furnished to the Procurement Division upon filing. Pursuant to Florida Statutes § 255.05(1)(b), Florida Statutes, COUNTY will make no payment to the Successful Proposer until the Successful Proposer has complied with this paragraph.

Furnishing Payment and Performance Bonds shall be requisite to execution of an Agreement with COUNTY. Said Payment and Performance Bonds will remain in force for the duration of this Agreement with the premiums paid by the Successful Proposer. Failure of the Successful Proposer to execute such Agreement and to supply the required bonds shall be just cause for cancellation of the award. COUNTY may then contract with the next lowest, responsive and responsible Successful Proposer or re-advertise this RFP.

Failure of COUNTY at any time to require performance by the Successful Proposer of any provisions set out in the resulting Agreement will in no way affect the right of COUNTY, thereafter, to enforce those provisions.

FORM 8, INSURANCE STATEMENT
RFQ NO. 19-TA003145BB

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

Proposer Name: _____ Date: _____

Signature
(Authorized Official): _____

Printed Name/Title: _____

Insurance Agency: _____

Agent Name: _____ Agent Phone: _____

Return this signed statement with your proposal.

SECTION E ATTACHMENTS

Attachment A, Scope of Services

Attachment B, Proposal Response

Attachment C, Topographic Survey

Attachment D, Lease Agreement and Resolution No. R-09-132

Attachment E, Manatee County Preferred Design Standards

Attachment F, Sample Agreement

ATTACHMENT A, SCOPE OF SERVICES

ATTACHMENT A, SCOPE OF SERVICES

1.01 BACKGROUND INFORMATION

The Kingfish Boat Ramp is located at 752 Manatee Avenue, Holmes Beach, Florida. It offers two boat ramps, docks, canoe and kayak launching, fish cleaning tables, grills, picnic tables, and designated spots for trailer parking. The Kingfish Boat Ramp gives easy access to the Gulf of Mexico, northern sections of Sarasota Bay, Palma Sola Bay, and the southern sections of Tampa Bay. It is the most heavily used boat ramp in Manatee County and is in need of a complete renovation. Due to the deterioration of the existing wooden docks, temporary repairs are being conducted to maintain safety until a full renovation takes place. The renovation of the facility will meet required needs of extended infrastructure lifespan, operational efficiency and capacity.

1.02 PROJECT DESCRIPTION

The successful Proposer (hereinafter in this scope referred to as Consultant) shall provide architectural and engineering design services for the waterside and upland improvements of the Kingfish Boat Ramp. Complete redesign services are required and include, but are not limited to, the following:

- a. Permitting as required through Authority Having Jurisdiction (AHJ) and related permit fees.
- b. Boundary, topo and as-built record drawing surveys.
- c. Concrete parking lot and turtle friendly lighting.
- d. Landscape and irrigation.
- e. New pilings, understructure, decking and seawall.
- f. 4-launch lanes separated by concrete docks.
- g. Bid package, measurement and payment, quantities, cost estimate, and book specifications.
- h. Coordination with the Florida Department of Transportation (FDOT) as necessary throughout design to ensure the boat ramp design is not in conflict with the proposed Anna Maria bridge redesign.

1.03 SCOPE OF SERVICES

The Consultant shall provide all labor, materials, equipment, supplies, and travel to perform design and permitting services to include civil, architectural, mechanical, electrical, and bidding/construction phase services for the County. The services include project management, coordination, field review, data collection, Subsurface Utility Engineering (SUE), surveying, and design and permitting for the construction of the Kingfish Boat Ramp renovation. During bidding and construction services, the Consultant shall provide services that include assisting the County with preparation of bid packages, review of bid responses, review of bid tabulations, coordination of meetings, response to Requests for Information (RFI) and submittals, preparation of record drawings, and other services as noted in this Scope of Services.

1.04 **DELIVERABLES**

The Consultant shall provide the following deliverables to the County:

1. Project management, coordination, field review, and data collection.
 - a. Coordinate the project with County staff during the design of the project as necessary.
 - b. Provide monthly progress reports for the duration of the project.
 - c. Attend bi-weekly project meetings and provide meeting minutes to the County.
 - d. Perform survey, and SUE as necessary of the project site within the project limits.
 - e. Conduct a field review of the project to take photos, note field conditions, and verify survey information within the project limits.
 - f. Obtain any existing site surveys, existing geotechnical reports, and any existing as-builts from the County to incorporate County and franchise utilities info and update the project documents.
2. Design and Permitting
 - a. Preliminary Design (30%)
 - i. One (1) electronic set of plans in "pdf" format.
 - ii. Two (2) 24"x36" sets of plans.
 - iii. One (1) 30% opinion of probable construction cost with bid quantities.
 - b. Intermediate Design (60%)
 - i. One (1) electronic set of plans in "pdf" format.
 - ii. Two (2) 24"x36" sets of plans.
 - iii. One (1) electronic set of technical specifications in "pdf" format.
 - iv. One (1) updated opinion of probable construction cost with bid quantities.
 - c. Final Design (100%)
 - i. One (1) electronic set of documents for permitting.
 - ii. Two (2) sets of Signed and Sealed 24"x36" plans and specifications.
 - iii. One (1) CD (or flash drive) with base files in AutoCAD "dwg" and text fonts used, Microsoft Word "doc" and Excel "xls" formats as applicable and plan and technical specifications set in "pdf" format.
 - iv. One (1) final opinion of probable construction cost with bid quantities.
 - d. Permitting: submit permit applications for the construction of the project to the authority having jurisdiction.
3. Bid and Construction Phase Services
 - a. Bid Phase
 - i. Prepare electronic bid package consisting of plans, necessary permits, book specifications to include measurement and payment sections.
 - ii. Participate in one (1) pre-bid conference as the County's engineering representative. If the County chooses to solicit for a Construction Manager at Risk (CMAR), attendance at the CMAR presentations will be required.
 - iii. Review and provide responses to RFI's and provide amendments to the plans and specifications as necessary during the bidding process.

- b. Construction Phase
 - i. Attend one (1) pre-construction meeting, prepare and provide agenda and minutes of the meeting.
 - ii. Attend progress meetings during the construction phase.
 - iii. Review monthly pay applications submitted by the Contractor for completeness and make recommendations for payments.
 - iv. Review and provide responses/approvals for submittals, RFI's, and shop drawings.
 - v. Provide recommendations of changes, as necessary, which may be required within the scope of the project during construction.
 - vi. Conduct the required number of site visits during construction to sufficiently observe and ensure that general construction activities conform to the plans and specifications. Prepare a one-page narrative on the progress of the work
 - vii. Prepare the punch list items to be corrected or completed at the substantial and final completion stages of the work.
 - viii. Prepare and furnish a final set of reproducible record drawings from the construction contractor's as-built documents and submit to County and to permitting agency for final permit clearance. Record drawing deliverable to County will include:
 - 1. One (1) electronic set of record drawings in "pdf" format.
 - 2. One (1) sets of certified 24"x36"" record drawings.
 - 3. One (1) CD (or flash drive) with record drawing base files, including text fonts, in AutoCAD "dwg".

1.05 GENERAL DUTIES OF THE CONSULTANT

The relationship of the Consultant to the County will be that of a professional consultant, and the Consultant will provide the professional and technical services required under the resulting Agreement in accordance with professional practices and ethical standards. No employer/employee relationships shall be deemed to be established and the consultant, its agents, subcontractors, and employees shall be independent contractors at all times.

It shall be the responsibility of the Consultant to work with the County and apprise it of solutions to problems and the approach or technique to be used towards accomplishment of the County objectives as set forth in this RFQ, which will be made a part of the Agreement upon execution by both parties.

The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, compliance with laws, regulations and rules, and the coordination with all appropriate agencies of all designs, drawings, specifications, reports and other Professional Services provided by the Consultant. If the County, in its sole discretion, determines there are errors, omissions or other deficiencies in the Consultant's designs, drawings, specifications, reports and other services, the Consultant shall, without additional compensation, correct or revise said errors or omissions to the satisfaction of the County.

1.06 ESTIMATED PROJECT COMPLETION DATE

The estimated completion date for the 100% design submittal is 365 calendar days after the date of award of the Agreement.

END OF ATTACHMENT A

ATTACHMENT B, PROPOSAL RESPONSE

ATTACHMENT B, PROPOSAL RESPONSE

This section identifies specific information which must be contained within the Proposal response and the order in which such information should be organized. The information each Proposer provides will be used to determine those Proposers with the background, experience and capacity to perform the scope of services as stated in this RFQ and which Proposer(s) best meets the overall needs of the County. For more information on the evaluation process, refer to Section B, Evaluation of Responses.

B.01) INFORMATION TO BE SUBMITTED

The contents of each Response shall be organized and arranged with tabs in the same order as listed below and with the same TAB names and numbers. The Response should contain sufficient detail to permit the County to conduct a meaningful evaluation. However, overly elaborate responses are not requested or desired.

B.02) RESPONSE FORMAT

A. TAB 1 – INTRODUCTION

Include the following in Tab 1 of the Response:

1. A cover page that identifies the Proposer and the RFQ by title and number.
2. An introductory letter/statement that describes your Response in summary form (limit 2 pages).
3. A table of contents.

B. TAB 2 – MINIMUM QUALIFICATION REQUIREMENTS

In Tab 2 submit the information and documentation requested that confirms Proposers meets the following minimum qualification requirement(s):

1. Must be registered with the State of Florida Division of Corporations to do business in Florida.

No documentation is required. The County will verify registration.

2. Proposer and/or its subcontractor(s) must possess current, valid licenses and certifications required under Florida Statute to perform engineering, architectural, surveyor, and landscape architect services as applicable to the design of the Manatee County Kingfish Boat Ramp renovation.

Submit information and documentation from the issuing agency that confirms Proposer and/or its subcontractor(s) meet the following:

- a. **Certified under Section 471.023, Florida Statutes, to practice or to offer to practice engineering; or**
- b. **Certified under Section 481.219, Florida Statutes, to practice or to offer to practice architecture.**

3. Proposer and/or its subconsultant(s) has provided architectural or engineering design services that have been fully constructed and completed for a minimum of three (3) boat ramp renovation projects since October 1, 2010.

Provide the following information for each qualifying project:

- a. Identify who was contracted to complete the project (Proposer or subcontractor)
- b. Project name and location
- c. Client/organization name
- d. Contact name
- e. Contact phone
- f. Contact email
- g. Project dates (Start/end)

4. Proposer is not listed on the Florida State Board of Administration Scrutinized List of Prohibited Companies.

No documentation is required. The County will verify.

5. Proposer is not on the Florida Suspended or Debarred Vendor List

No documentation is required. The County will verify.

6. If Proposer is submitting as a joint venture, it must have filed the required documents with the Florida Department of Business and Professional Regulation as required by Florida Statute Section 489.119, prior to the closing date/time of this RFQ.

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

7. Proposer has no reported conflict of interests in relation to this RFQ.

Disclose the name of any officer, director or agent who is also an employee of the County. Disclose the name of any County employee who owns, directly or indirectly, any interest in the Proposer's firm or any of its branches. If no conflicts of interests are present, Proposer must submit a statement to that effect.

8. Proposer, or its representative(s), must have made an inspection of the project site on or after the date of advertisement and prior to the closing date/time of this RFQ.

Proposer must submit a statement on company letterhead, signed by an authorized official of the Proposer, that Proposer, or its representative(s), made an inspection of the project site, listing the date of the inspection and the individual(s), by name, who conducted the inspection.

C. TAB 3 – FORMS

Provide the completed and executed Forms listed below in Tab 3:

Form 1, Acknowledgement of Addenda

Form 2, Proposal Signature Form

Form 3, Public Contracting and Environmental Crimes Certification

Form 4, Conflict of Interest Disclosure Form

Form 5, Non-Collusion Affidavit

Form 6, Truth in Negotiation Certification

Form 7, Scrutinized Company Certification

Form 8, Insurance Statement

D. TAB 4 - TRADE SECRETS

Pursuant to Section A.28, Trade Secrets, in Tab 4 identify any trade secret being claimed.

Proposer must submit purported trade secret as follows:

1. Trade secret material must be segregated, within the applicable TAB, from the portions of the Response that are not being declared as trade secret. NOTE: Responses cannot be designated as 'Proprietary' or 'Confidential' in their entirety.
2. Proposer shall cite, for each trade secret being claimed, the Florida Statute number which supports the designation.
3. Proposer shall offer a brief written explanation as to why information claimed as trade secret fits the cited Statute.
4. Proposer shall provide an additional electronic copy of its Response that redacts all designated trade secrets.

E. TAB 5 - PROPOSER STATEMENT OF ORGANIZATION

In Tab 5, provide information and documentation on Proposer as follows:

1. Legal contracting name including any dba.
2. State of organization or incorporation.
3. Ownership structure of Proposer's company.
(e.g., Sole Proprietorship, Partnership, Limited Liability Corporation, Corporation)
4. Federal Identification Number.
5. A fully completed (signed and dated) copy of Proposer's W-9.
6. Contact information for Proposer's corporate headquarters and local office (if different).
NOTE: local is defined as Manatee, DeSoto, Hardee, Hillsborough, Pinellas or Sarasota Counties.
 - i. Address
 - ii. County, State, Zip
 - iii. Phone
 - iv. Number of years at this location
7. List of officers, owners and/or partners, or managers of the firm. Include names, addresses, email addresses, and phone numbers.
8. Contact information for Proposer's primary and secondary representatives during this RFQ process to include the following information:
 - i. Name
 - ii. Phone

- iii. E-mail
 - iv. Mailing Address
 - v. County, State, Zip
9. Provide a brief summary regarding any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its partners, employees or subcontractors is or has been involved within the last three years.
 10. Provide details of any ownership changes to Proposer's organization in the past three years or changes anticipated within six months of the closing date/time of this RFQ. (e.g., mergers, acquisitions, changes in executive leadership).

F. TAB 6 – RESPONDENT AND TEAM’S EXPERIENCE

In Tab 6, provide details of Proposer and its team’s experience to include the following:

1. Provide a summary of Proposer’s background, size and years in business.
2. Describe Proposer’s experience in architectural and engineering design services for other government agencies, particularly those within Florida.
3. Provide Proposer’s years of experience in architectural and engineering design services for boat ramp renovations.
4. Identify and include information regarding experience and qualifications of Proposer’s key staff to be assigned to the services. Include a resume for each with the name of the firm(s) for their current and previous employers, their full names, professional credentials (e.g., certifications and/or licenses), and roles and duties which the individuals will provide to the County. Include the address of their current primary office location, email address and phone number.
5. Identify any proposed sub-contractors to accomplish the work. Include the company name, the name of the individual(s) to be assigned, and an overview of their experience and qualifications applicable to their role in the provision of design services for the County.
6. Describe any significant or unique accomplishments, recognition, or awards received by Proposer, its key personnel, or its sub-contractors for previous similar services.
7. Provide a minimum of three (3) client references for design services performed by Proposer, who are agreeable to responding to an inquiry by the County. References should include the following information:
 - a. Client name
 - b. Client address
 - c. Client contact name
 - d. Client contact phone and fax numbers
 - e. Client contact email address
 - f. Brief description of work (1-2 sentences)
 - g. Performance period (start/end dates)
 - h. Total dollar value of contract

G. TAB 7 - APPROACH

In Tab 7, provide Proposer's project approach to include the following:

1. A narrative of the project approach and an explanation of how this approach meets County objectives and requirements as specified in this RFQ.
2. An explanation of Proposer's technical ability to perform all facets of the scope of services. If more than one Proposer is jointly filing a Response, details must be provided to clearly demonstrate individual roles and responsibility for all components of the project.
3. Details of implementation plan and schedule. Provide an implementation schedule for design services. NOTE: Proposer must commit to a timetable of no more than 365 calendar days for final design and specifications package for bidding of the project.
4. Provide a narrative of the methodology for engaging with County representatives in-the-course of performing the duties.
5. Proposer shall thoroughly explain:
 - a. Its accessibility in the areas of availability for meetings, general communications, coordination, and supervision.
 - b. How Proposer physically plans on attending pre-scheduled meetings.
 - c. How Proposer plans on ensuring accessibility and availability during the term of the Agreement.
6. Submit any additional information not previously requested which Proposer believes would assist County in the evaluation of Proposer's approach to provide the required services.
7. Detail Offeror's accessibility under Section 504 of the Rehabilitation Act strategies and processes as follows:
 - a. Are all documents offered as part of this RFQ compliant with Section 504 and/or WCAG 2.0 AA? If no, provide an itemized list of those items that are not compliant and identify who will pay to remediate any necessary fixes.
 - b. Describe Offeror's accessibility conformance testing process.
 - c. Detail Offeror's strategies and approach to meeting the accessibility compliance standards.
 - d. Provide a Voluntary Product Accessibility Template (VPAT) for your product.
 - e. If Offeror's documents are not fully accessible, detail the strategies to make the documents fully compliant.

H. TAB 8 - ORGANIZATIONAL STRUCTURE AND CAPACITY

In Tab 8, provide information and documentation on Proposer as follows:

1. Identify whether or not the Proposer is a certified minority business enterprise and include as copy of the applicable document from the certifying agency.
2. Submit details of Proposer's staffing resources, at the location that will provide services to the County as well as corporately; by discipline and the number of personnel within each discipline.
3. Detail the location of the managing office and what plans will be adopted to ensure County citizens receive consideration for employment; and suppliers located within the County will be used for the acquisition of goods and services needed to perform the scope of services.
4. If Proposer's staffing resources includes sub-consultants, submit the name of the firm(s)

who will perform each discipline. If more than one firm is listed for a discipline, then label which firm is the primary firm for that discipline. Firms may perform more than one discipline.

5. Submit an organizational diagram clearly identifying key personnel as well as other staffing resources who are designated to provide services to the County. For each individual in the organization diagram, include each individual's name, title, firm and indicate their functional relationship to each other.
6. If Proposer is teaming with other entities to provide the required goods and services, detail any prior similar work any two or more team members have jointly performed.
7. If a joint venture is proposed, provide an affidavit attesting to the formulation of the joint venture and provide proof of incorporation as a joint venture or a copy of the formal joint venture agreement between all joint venture parties, indicating their respective roles, responsibilities, and levels of participation in the project.
8. An explanation, in general terms, of Proposer's financial capacity to perform the scope of services. If Proposer is jointly filing a Response with other entities, details must be provided to demonstrate financial capacity of each entity.
9. Provide a statement on company letterhead and signed by a company official authorizing a County auditor and/or financial analysts access to your financial records, including all records prepared by an independent firm, or the financial records of other entities for which you have ownership interest. Such access will occur at the primary location of the Proposer, or such other location as may be agreed, for the purposes of verifying financial representations, and/or to review and assess the historical and current financial capacity of Proposer's business entity and its expected ability to meet ongoing financial obligations related to the required services, if awarded a contract. If an audit is conducted, the County's audit and/or financial analysts will report their findings in a summary report to the Procurement Official, which will be placed in the Response files for subsequent use, review, and discussions during evaluations.
10. Disclose any ownership interest in other entities proposed for services. This ownership disclosure includes ownership by the Proposer through a parent, subsidiary or holding company or any other form of business entity. Submit entity names and the percent of ownership for each.
11. Detail Proposer and any sub-contractor's current workloads and any projected changes to the workload within the next six months.
12. Submit any additional information not previously requested which Proposer believes would assist County in the evaluation of Proposer's capacity to provide the required services.

I. TAB 9 - SIMILAR COMPLETED PROJECTS

Provide a list of up to seven design projects, particularly those for boat ramp renovations and marine designs, which Proposer has successfully designed, and the project has been successfully constructed and completed (completed meaning final payment has been made) since October 1, 2010. Include the following information:

- a. Organization/owner name
- b. Address (County/State)
- c. Project date (Start/end)
- d. Proposer's role in the project (e.g., prime/lead, sub)
- e. Scope of work (Brief description 1-2 sentences)

- f. Total project costs

NOTE: Representative photographs and exhibits supporting the above projects are permitted as an attachment to this section. (limit ten pages).

J. TAB 10 - VOLUME OF WORK

Provide a list of design projects that have been awarded to the Proposer by Manatee County in the past two years since October 1, 2017. Include the following information for each:

- i. Name of the project
- ii. Date of award
- iii. Dollar value of the design work

END OF ATTACHMENT B

ATTACHMENT C, TOPOGRAPHIC SURVEY

(Separate Attachment)

ATTACHMENT D, LEASE AGREEMENT AND RESOLUTION NO. R-09-132

LEASE AGREEMENT

ITEM/SEGMENT NO 1315-175
 MANAGING DISTRICT One
 F A P NO N/A
 STATE ROAD NO 64
 COUNTY Manatee
 PARCEL NO 21 (Part-A)

THIS AGREEMENT, made this 8th day of September, 2009, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, (hereinafter called the Lessor), and Manatee County

(hereinafter called the Lessee)

WITNESSETH:

In consideration of the mutual covenants contained herein, the parties agree as follows

1 Property and Term Lessor does hereby lease unto Lessee the property described in Exhibit "A", attached and made a part hereof, for a term of 25 Years beginning 9/8/09 and ending 9/8/2034 This Lease may be renewed for an additional One 25 year term at Lessee's option, subject to the rent adjustment as provided in Paragraph 3 below Lessee shall provide Lessor Ninety (90) days advanced written notice of its exercise of the renewal option

If Lessee holds over and remains in possession of the property after the expiration of the term specified in this Lease, or any renewals of such term, Lessee's tenancy shall be considered a tenancy at sufferance, subject to the same terms and conditions as herein contained in this Lease

This Lease is subject to all utilities in place and to the maintenance thereof as well as any other covenants, easements, or restrictions of record

This Lease shall be construed as a lease of only the interest, if any, of Lessor, and no warranty of title shall be deemed to be given herewith

2 Use The leased property shall be used solely for the purpose of public use recreation area (see addendum)
 If the property is used for any other purpose, Lessor shall have the option of immediately terminating this Lease
 Lessee shall not permit any use of the property in any manner that would obstruct or interfere with any transportation facilities

Lessee will further use and occupy the leased property in a careful and proper manner, and not commit any waste thereon Lessee will not cause, or allow to be caused, any nuisance or objectionable activity of any nature on the property Lessee will not use or occupy said property for any unlawful purpose and will, at Lessee's sole cost and expense, conform to and obey any present or future ordinances and/or rules, regulations, requirements, and orders of governmental authorities or agencies respecting the use and occupation of the leased property

Any activities in any way involving hazardous materials or substances of any kind whatsoever, either as those terms may be defined under any state or federal laws or regulations, or as those terms are understood in common usage, are specifically prohibited The use of petroleum products, pollutants, and other hazardous materials on the leased property is prohibited Lessee shall be held responsible for the performance of and payment for any environmental remediation that may be necessary, as determined by the Lessor, within the leased property If any contamination either spread to or was released onto adjoining property as a result of Lessee's use of the leased property, the Lessee shall be held similarly responsible The Lessee shall indemnify, defend, and hold harmless the Lessor from any claim, loss, damage, costs, charge, or expense arising out of any such contamination

3 Rent Lessee shall pay to Lessor as rent, on or before the first day of each rent payment period, the sum of N/A - Public Purpose Lease plus tax, for each N/A of the term If this Lease is terminated prior to the end of any rent payment period, the unearned portion of any rent payment, less any other amounts that may be owed to Lessor, shall be refunded to Lessee Lessee shall pay any and all state, county, city, and local taxes that may be due during the term hereof, including any real property taxes Rent payments shall be made payable to the Department of Transportation and shall be sent to N/A

Lessor reserves the right to review and adjust the rental fee biennially and at renewal to reflect market conditions Any installment of rent not received within ten (10) days after the date due

Lessor may require the amount of any public liability insurance to be maintained by Lessee be increased so that the amount thereof adequately protects Lessor's interest. Lessee further agrees that it shall during the full term of this Lease and at its own expense keep the leased property and any improvements thereon fully insured against loss or damage by fire and other casualty. Lessee also agrees that it shall during the full term of this Lease and at its own expense keep the contents and personal property located on the leased property fully insured against loss or damage by fire or other casualty and does hereby release and waive on behalf of itself and its insurer, by subrogation or otherwise, all claims against Lessor arising out of any fire or other casualty whether or not such fire or other casualty shall have resulted in whole or in part from the negligence of the Lessor.

8 Eminent Domain Lessee acknowledges and agrees that its relationship with Lessor under this Lease is one of landlord and tenant and no other relationship either expressed or implied shall be deemed to apply to the parties under this Lease. Termination of this Lease for any cause shall not be deemed a taking under any eminent domain or other law so as to entitle Lessee to compensation for any interest suffered or lost as a result of termination of this Lease, including any residual interest in the Lease, or any other facts or circumstances arising out of or in connection with this Lease.

Lessee hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort, including special damages, severance damages, removal costs, or loss of business profits, resulting from Lessee's loss of occupancy of the leased property, or any such rights, claims, or damages flowing from adjacent properties owned or leased by Lessee as a result of Lessee's loss of occupancy of the leased property. Lessee also hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort as set out above, as a result of Lessee's loss of occupancy of the leased property, when any or all adjacent properties owned or leased by Lessee are taken by eminent domain proceedings or sold under the threat thereof. This waiver and relinquishment applies whether this Lease is still in existence on the date of taking or sale, or has been terminated prior thereto.

9 Miscellaneous

a This Lease may be terminated by Lessor immediately, without prior notice, upon default by Lessee hereunder, and may be terminated by either party, without cause upon thirty (30) days prior written notice to the other party.

b In addition to, or in lieu of, the terms and conditions contained herein, the provisions of any Addendum of even date herewith which is identified to be a part hereof is hereby incorporated herein and made a part hereof by this reference. In the event of any conflict between the terms and conditions hereof and the provisions of the Addendum(s), the provisions of the Addendum(s) shall control, unless the provisions thereof are prohibited by law.

c Lessee acknowledges that it has reviewed this Lease, is familiar with its terms, and has had adequate opportunity to review this Lease with legal counsel of Lessee's choosing. Lessee has entered into this Lease freely and voluntarily. This Lease contains the complete understanding of the parties with respect to the subject matter hereof. All prior understandings and agreements, oral or written, heretofore made between the parties and/or between Lessee and the previous owner of the leased property and landlord of Lessee are merged in this Lease, which alone, fully and completely expresses the agreement between Lessee and Lessor with respect to the subject matter hereof. No modification, waiver, or amendment of this Lease or any of its conditions or provisions shall be binding upon Lessor or Lessee unless in writing and signed by both parties.

d Lessee shall not sublet the property or any part thereof, nor assign this Lease, without the prior consent in writing of the Lessor, this Lease is being executed by Lessor upon the credit and reputation of Lessee. Acceptance by Lessor of rental from a third party shall not be considered as an assignment or sublease, nor shall it be deemed as constituting consent of Lessor to such an assignment or sublease.

e Lessee shall be solely responsible for all bills for electricity, lighting, power, gas, water, telephone, and telegraph services or any other utility or service used on the property.

f This Lease shall be governed by the laws of the State of Florida, and any applicable laws of the United States of America.

g All notices to Lessor shall be sent to the address for rent payments and all notices to Lessee shall be sent to Manatee County Government, Attn: Property Management Department, 1112 Manatee Avenue East, Bradenton, FL 34206-1000.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

COUNTY OF MANATEE, FLORIDA
Lessee (Company Name, if applicable)

plc By [Signature]
District Secretary

By by and through its BOARD OF COUNTY COMMISSIONERS:

Stanley M. Cann, P.E.
Print Name

[Signature]
Print Name Dr. Gwendolyn Brown 8/11/09

Attest. [Signature]

Title Chairman

Name/Title Dawn Gallon, Executive Assistant

Attest R B SHORE (SEAL)

LEGAL REVIEW

[Signature]
Print Name R.B. SHORE
Title Clerk of the Circuit Court



[Signature]
District Counsel
Thomas E. Wright
Print Name

ADDENDUM

This is an Addendum to that certain Lease Agreement between Manatee County

and The State of Florida Department of Transportation dated the 8th day of September, 2009
In addition to the provisions contained in said Agreement, the following terms and conditions shall be deemed to be a part thereof pursuant to Paragraph 9 (b) of said Agreement

Manatee County agrees that the leased area will be utilized for a public use recreation area and the following improvements will be constructed to support those activities. Removal and relocation of landscaping, signs, and lightpoles, Seventeen 13'x60' boat trailer parking spaces with concrete wheel stops will be constructed, twenty-five existing parking spaces to accomodate vehicles with attached boat trailers, thirteen single vehicle parking spaces to be constructed, and a possible restroom building constructed in the future

Regardless of the purposes(s) for which the lessor grants the lessee to use this property, the property's primary purpose will remain as a transportation corridor into perpetuity. All other uses, including the use(s) approved in this lease will remain incidental to the property's primary purpose of a transportation corridor

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

COUNTY OF MANATEE, FLORIDA
Lessee (Company Name, if applicable)

By by and through its BOARD OF COUNTY COMMISSIONERS:

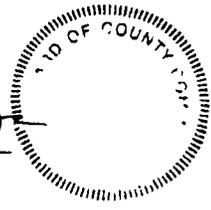
Dr. Gwendolyn J. Brown
Print Name Dr. Gwendolyn Brown 8/11/09

Title Chairman

Attest R B SHORE (SEAL)

R.B. Shore
Print Name R.B. SHORE

Title Clerk of the Circuit Court



By [Signature]
District Secretary

Stanley M. Cann, P.E.
Print Name

Attest: Dawn Gallon

Name/Title Dawn Gallon, Executive Assistant

LEGAL REVIEW

[Signature]
District Counsel

Thomas L. Wright
Print Name

FP NO. N/A

SECTION 1315-175

PARCEL 21 (PART-A)

That portion of Section 28, Township 34 South, Range 16 East, Manatee County, Florida.

Being described as follows

Commence at the northeast corner of U.S. Government Lot 2 of Section 28, Township 34 South, Range 16 East, Manatee County, Florida, thence South 00°40'14" East along the east line of said Lot 2, a distance of 503.47 feet to an intersection with the centerline of State Road No 64 (Section 1315-175 & 13150-2524); thence along said centerline the following two courses. (1) North 89°10'46" East a distance of 840.90 feet to the point of curvature of a curve to the right having a radius of 17188.73 feet, (2) easterly along the arc of said curve through a central angle of 00°22'54" with a chord bearing North 89°22'13" East a distance of 114.50 feet to an intersection with the government meander line plotted from the township map prepared from field notes of J P Aphorp dated January 1876; thence along said meander line the following two courses (1) North 36°04'39" West a distance of 63 58 feet to the POINT OF BEGINNING; (2) continue North 36°04'39" West a distance of 133.99 feet to an intersection with the east line of Westbay Cove Condominium I as per plat thereof recorded in Condominium Book 3, Page 66 of the Public Records of Manatee County, Florida; thence North 00°48'58" West along said east line a distance of 83.72 feet to Point "A", thence southeasterly along the approximate mean high water line of Anna Maria Sound a distance of 433 feet more or less to Point "B" whose closing line bears South 78°46'58" East a distance of 432.13 feet to said Point "A"; thence continue southeasterly along said approximate mean high water line a distance of 462 feet more or less to an intersection with the face of a seawall and Point "C" whose closing line bears South 88°04'53" East a distance of 460 90 feet to said Point "B"; thence along the face of said seawall the following three courses: (1) North 06°05'28" East a distance of 38.81 feet; (2) South 84°25'48" East a distance of 436 40 feet, (3) South 04°45'12" West a distance of 31 60 feet to Point "D"; thence southeasterly along said approximate mean high water line a distance of 170 feet more or less to Point "E" whose closing line bears South 79°34'42" East a distance of 154.83 feet to said Point "D"; thence continue southeasterly along said approximate mean high water line a distance of 465 feet more or less to Point "F" whose closing line bears South 84°16'09" East a distance of 455.45 feet to said Point "E"; thence South 04°49'00" West a distance of 89 77 feet; thence North 65°33'19" West a distance of 56.45 feet; thence North 85°45'05" West a distance of 52 12 feet, thence North 85°36'08" West a distance of 51 91 feet, thence North 85°45'04" West a distance of 104 22 feet, thence North 88°40'54" West a

EXHIBIT "A"

Page 1

distance of 58 61 feet; thence North 86°24'46" West a distance of 71.54 feet, thence South 03°43'58" West a distance of 10 64 feet; thence North 86°32'47" West a distance of 37.22 feet, thence North 86°07'32" West a distance of 117 16 feet; thence North 86°25'12" West a distance of 162.53 feet; thence North 86°49'42" West a distance of 45 27 feet; thence North 86°18'06" West a distance of 111.97 feet; thence North 88°11'20" West a distance of 220 34 feet, thence North 88°38'04" West a distance of 145 17 feet; thence North 88°28'28" West a distance of 105 47 feet to a point on the arc of a curve to the right whose radius point bears North 38°26'25" East at a distance of 50.00 feet; thence northwesterly along the arc of said curve through a central angle of 18°14'01" with a chord bearing North 42°26'35" West a distance of 15.91 feet; thence North 90°00'00" West a distance of 126 92 feet; thence South 89°29'43" West a distance of 12 41 feet; thence North 89°14'11" West a distance of 42.67 feet; thence North 77°37'41" West a distance of 70.15 feet; thence North 88°41'34" West a distance of 39.42 feet; thence North 89°56'16" West a distance of 203 81 feet to the POINT OF BEGINNING. Lying and being in Section 28, Township 34 South, Range 16 East, Manatee County, Florida.

Containing 5 48 acres, more or less.

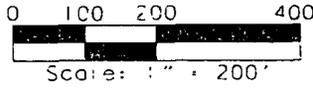
Legal Description Approved by:

William E Ray
William E Ray P.L.S. #2737
Date 04-09-09
NOT VALID UNLESS EMBOSSED

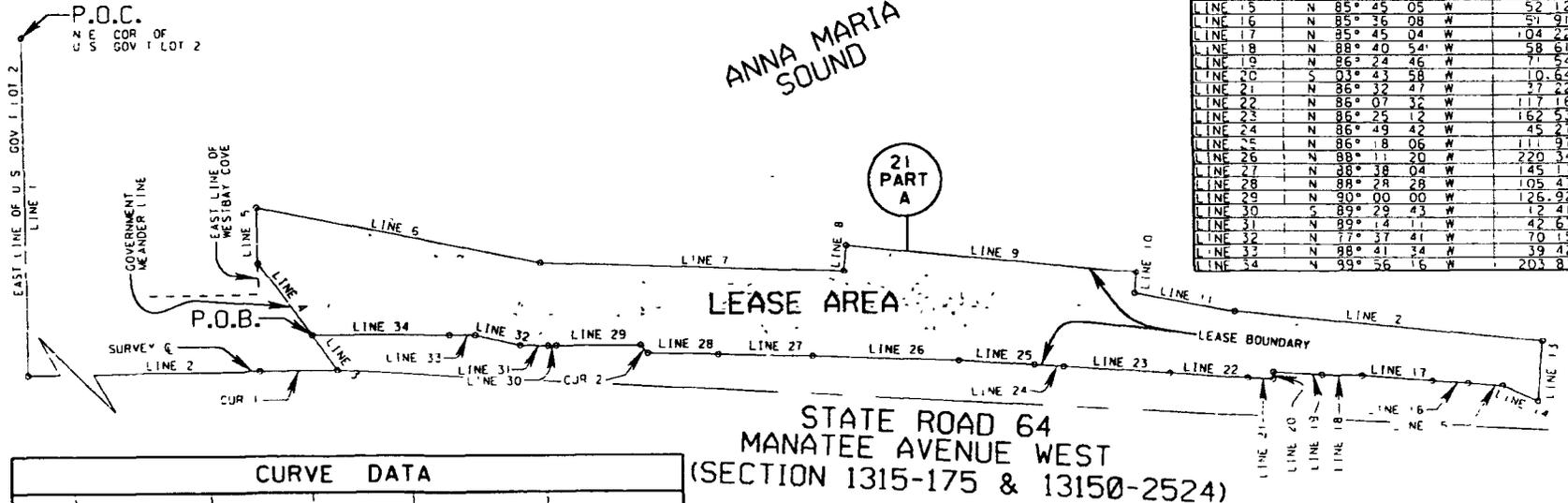
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SECTION 28, TOWNSHIP 34 SOUTH, RANGE 16 EAST
KINGFISH BOAT RAMP



LINE DATA			
LINE	BEARING		LENGTH
LINE 1	S	00° 40' 14" E	503.47
LINE 2	N	89° 10' 46" E	840.90
LINE 3	N	36° 04' 39" W	63.58
LINE 4	N	36° 04' 39" W	133.99
LINE 5	N	00° 48' 58" W	83.72
LINE 6	S	78° 46' 58" E	432.13
LINE 7	S	86° 04' 23" E	460.90
LINE 8	N	06° 05' 28" W	39.81
LINE 9	S	84° 25' 48" E	435.40
LINE 10	S	04° 45' 12" W	31.60
LINE 11	S	79° 44' 42" E	154.83
LINE 12	S	84° 16' 09" E	455.45
LINE 13	S	04° 49' 00" W	89.77
LINE 14	N	65° 33' 19" W	56.45
LINE 15	N	85° 45' 05" W	52.12
LINE 16	N	85° 36' 08" W	51.91
LINE 17	N	95° 45' 04" W	104.22
LINE 18	N	88° 40' 54" W	58.61
LINE 19	N	86° 24' 46" W	71.54
LINE 20	N	03° 43' 58" W	10.64
LINE 21	N	86° 32' 47" W	37.22
LINE 22	N	86° 07' 32" W	117.16
LINE 23	N	86° 25' 12" W	162.53
LINE 24	N	86° 49' 42" W	45.27
LINE 25	N	86° 18' 06" W	111.97
LINE 26	N	88° 11' 20" W	220.34
LINE 27	N	88° 38' 04" W	145.17
LINE 28	N	88° 28' 28" W	105.47
LINE 29	N	90° 00' 00" W	125.32
LINE 30	S	89° 29' 43" W	12.41
LINE 31	N	89° 14' 11" W	42.67
LINE 32	N	77° 37' 41" W	70.15
LINE 33	N	88° 41' 34" W	39.42
LINE 34	N	99° 56' 16" W	203.81



CURVE DATA					
CURVE	△	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING
CUR1	00° 22' 54" RT	17188.73	114.50	114.50	N 89° 22' 13" E
CUR2	18° 14' 01" RT	50.00	15.91	15.84	N 42° 26' 35" W

EXHIBIT "A"

FLORIDA DEPARTMENT OF TRANSPORTATION
PARCEL SKETCH - NOT A SURVEY

STATE ROAD NO 64		MANATEE COUNTY	
BY	DATE	PREPARED BY	DATA SOURCE
A SPIVET	04-01-09	F D N A	SECTION 1315-175
CHECKED	DATE	SECTION	PAGE
G RAY	04-09-09	SECTION 1315-175	PAGE

COUNTY OF MANATEE, STATE OF FLORIDA

RESOLUTION NO. R-09-132

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, DECLARING A PUBLIC PURPOSE FOR PROPERTY LOCATED AT THE KINGFISH BOATRAMP AND REQUESTING THE FLORIDA DEPARTMENT OF TRANSPORTATION TO ENTER INTO A LEASE AGREEMENT WITH MANATEE COUNTY.

WHEREAS, The Board of County Commissioners of Manatee County, Florida, have concluded that it is in the best interest of the citizens of Manatee County for the County to enter into a lease agreement for certain property owned by the State of Florida, Department of Transportation.

WHEREAS, this property is described as Florida Department of Transportation Parcel 21 (Part A), containing 5.48 acres located within Kingfish Boatramp, north of SR 64, further described in Exhibit "A", attached hereto.

WHEREAS, the property to be conveyed by way of a lease agreement for a period of 25 years is solely for the purpose of a public use recreation area as described as follows: recreation area including improvements such as, the removal and relocation of landscaping, signs, and lightpoles, construction of seventeen boat trailer parking spaces with concrete wheel stops, twenty-five existing parking spaces to accommodate vehicles with attached boat trailers, construction of thirteen single vehicle parking spaces, and possible restroom building to be constructed in the future.

WHEREAS, said recreation area is for the safety, use and enjoyment of the general public.

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners of Manatee County, Florida, declaring a public purpose, does hereby request the Florida Department of Transportation enter into a Lease Agreement with Manatee County for the recreation area, known as Kingfish Boatramp, as previously described, for a period of 25 years.

DULY PASSED AND ADOPTED this 11 day of August, 2009.

BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA

BY: [Signature] Chairman

ATTEST:

[Signature] R.B. SHORE, Clerk of the Circuit Court



FP NO. N/A

SECTION 1315-175

PARCEL 21 (PART-A)

That portion of Section 28, Township 34 South, Range 16 East, Manatee County, Florida.

Being described as follows:

Commence at the northeast corner of U.S. Government Lot 2 of Section 28, Township 34 South, Range 16 East, Manatee County, Florida; thence South 00°40'14" East along the east line of said Lot 2, a distance of 503.47 feet to an intersection with the centerline of State Road No. 64 (Section 1315-175 & 13150-2524); thence along said centerline the following two courses: (1) North 89°10'46" East a distance of 840.90 feet to the point of curvature of a curve to the right having a radius of 17188.73 feet; (2) easterly along the arc of said curve through a central angle of 00°22'54" with a chord bearing North 89°22'13" East a distance of 114.50 feet to an intersection with the government meander line plotted from the township map prepared from field notes of J. P. Apthorp dated January 1876; thence along said meander line the following two courses (1) North 36°04'39" West a distance of 63.58 feet to the POINT OF BEGINNING; (2) continue North 36°04'39" West a distance of 133.99 feet to an intersection with the east line of Westbay Cove Condominium I as per plat thereof recorded in Condominium Book 3, Page 66 of the Public Records of Manatee County, Florida; thence North 00°48'58" West along said east line a distance of 83.72 feet to Point "A"; thence southeasterly along the approximate mean high water line of Anna Maria Sound a distance of 433 feet more or less to Point "B" whose closing line bears South 78°46'58" East a distance of 432.13 feet to said Point "A"; thence continue southeasterly along said approximate mean high water line a distance of 462 feet more or less to an intersection with the face of a seawall and Point "C" whose closing line bears South 88°04'53" East a distance of 460.90 feet to said Point "B"; thence along the face of said seawall the following three courses: (1) North 06°05'28" East a distance of 38.81 feet; (2) South 84°25'48" East a distance of 436.40 feet; (3) South 04°45'12" West a distance of 31.60 feet to Point "D"; thence southeasterly along said approximate mean high water line a distance of 170 feet more or less to Point "E" whose closing line bears South 79°34'42" East a distance of 154.83 feet to said Point "D"; thence continue southeasterly along said approximate mean high water line a distance of 465 feet more or less to Point "F" whose closing line bears South 84°16'09" East a distance of 455.45 feet to said Point "E"; thence South 04°49'00" West a distance of 89.77 feet; thence North 65°33'19" West a distance of 56.45 feet; thence North 85°45'05" West a distance of 52.12 feet; thence North 85°36'08" West a distance of 51.91 feet; thence North 85°45'04" West a distance of 104.22 feet; thence North 88°40'54" West a

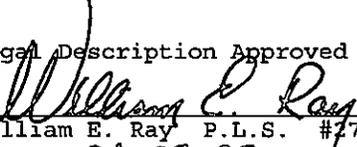
EXHIBIT "A"

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distance of 58.61 feet; thence North 86°24'46" West a distance of 71.54 feet; thence South 03°43'58" West a distance of 10.64 feet; thence North 86°32'47" West a distance of 37.22 feet; thence North 86°07'32" West a distance of 117.16 feet; thence North 86°25'12" West a distance of 162.53 feet; thence North 86°49'42" West a distance of 45.27 feet; thence North 86°18'06" West a distance of 111.97 feet; thence North 88°11'20" West a distance of 220.34 feet; thence North 88°38'04" West a distance of 145.17 feet; thence North 88°28'28" West a distance of 105.47 feet to a point on the arc of a curve to the right whose radius point bears North 38°26'25" East at a distance of 50.00 feet; thence northwesterly along the arc of said curve through a central angle of 18°14'01" with a chord bearing North 42°26'35" West a distance of 15.91 feet; thence North 90°00'00" West a distance of 126.92 feet; thence South 89°29'43" West a distance of 12.41 feet; thence North 89°14'11" West a distance of 42.67 feet; thence North 77°37'41" West a distance of 70.15 feet; thence North 88°41'34" West a distance of 39.42 feet; thence North 89°56'16" West a distance of 203.81 feet to the POINT OF BEGINNING. Lying and being in Section 28, Township 34 South, Range 16 East, Manatee County, Florida.

Containing 5.48 acres, more or less.

Legal Description Approved by:


William E. Ray P.L.S. #2737
Date: 04-09-09
NOT VALID UNLESS EMBOSSED

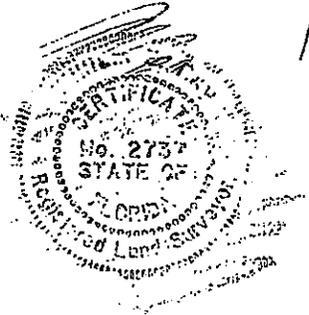


EXHIBIT "A"
Page 2

ATTACHMENT E, MANATEE COUNTY PREFERRED DESIGN STANDARDS



Property Management Department
**Preferred Building and Grounds Equipment,
Materials and Design Criteria Catalog**



Version 2; Revised: Feb 2018



Summary

This catalog serves as a quick reference for project managers, building maintenance staff, managers, purchasing agents, architects, engineers, and all others who may be selecting products and systems for new building design and/or remodeling and retrofitting of existing Manatee County facilities. Energy efficiency options for new or retrofitted buildings has become more achievable as costs have continued to decline. Energy efficient building practices can result in lower utility bills and greater profits. When requesting products or services, refer to the County's blanket purchase vendors, and when applicable, ask the vendor to include a return on investment (ROI).

The catalog is designed to follow the Construction Specifications Institute's master list of divisions which is the most widely used standard for organizing specifications and other written information for commercial and institutional building projects in the U.S. and in Canada.

All Manatee County Government Facilities

Energy consuming products and devices shall meet or exceed the Energy Star specifications and be a qualified Energy Star product. Procedures, services and standards listed in this catalog should meet or exceed the recommendations. During the construction process, new buildings are to be built to LEED silver standards. LEED certification is not required. Reference the iNet for policy/procedures and blanket purchase orders for purchasing requirements. ***NOTE: Refer to the Florida Building Code 5th Edition (2014) with special attention to the Energy Code section which became effective July 1, 2015. The Energy Efficient Building Construction in Florida, authored by the University of Florida, IFAS office is also a recommended reference to review during a construction project.***

Florida Power and Light, our main utility provider, offers energy-saving programs and services which include rebates. Whether renovating or new construction, please review or have your consulting firm and or vendor review what is offered. **All new facilities built after January 1, 2018 will be considered for construction for use as safety shelters for employees and/or the general public, during blue sky and grey sky events. The standards used for this construction shall consider, but not be limited to, hardening of the structure, expansion of the kitchen area, expansion of the restroom facilities, HVAC upgrades and generator connectivity.**

A table listing programs Manatee County may qualify for are listed in the table on Page 9 (FPL Business Program Services found in the Attachment folder).

Anything listed as "no substitution" must be submitted for review.

Technology

Manatee County continues to embrace mobility, accountability and the **Internet of Things (IoT)** or simply stated "smart technologies" that support projects with the most advanced technology to ensure efficiency and accuracy offered. The **Internet of Things (IoT)** is a proposed development of the Internet in which everyday objects have network connectivity, allowing them to send and receive data. It is the internetworking of physical devices, vehicles (also referred to as "connected devices" and "smart devices"), buildings and other items — embedded with electronics, software, sensors, actuators, and network connectivity that enable these objects to collect and exchange data.

Technology, materials, tools, processes and operations will continue to change and improve. Manatee County is committed to finding and leveraging energy efficient technologies. Thoughtful research for LED lighting upgrades, building automation, energy-efficient HVAC technologies, and a new Bluetooth-enabled features such as automatic water meter reading system are examples of the effort that will be taken for new technology to have a positive impact on both the County, community and the environment.

Networked lighting and connected lighting have begun to blossom as technological advancements continue to increase the viability of the IoT. Innovative Lighting has been on the cutting edge of networked lighting (often referred to as Power over Ethernet lighting). A PoE system both powers and controls the LED lighting, multi-functional sensors and preset dimming wall switches on simple Ethernet cable, and the need for conduit or expensive labor has been eliminated. Up to 86% energy savings when compared to conventional fluorescent lighting is no small feat. Add to that making LED fixtures last at least twice as long as their rated life and you begin to see why many see a PoE system as the destiny of energy efficient LED lighting.

EXAMPLE:



Given a single Power over Ethernet connection (single gray cable looping below), a PoE splitter provides both data (gray cable looping above) and power (black cable also looping above) connections for a wireless access point. The splitter is the silver and black box in the middle, between the wiring box on the left and the access point (with its two antennas) on the right. The PoE connection eliminates the need for a nearby power outlet.

<http://www.ecmag.com/section/systems/power-poe>

<http://www.ledsmagazine.com/articles/print/volume-12/issue-8/features/dc-grid/poe-technology-for-led-lighting-delivers-benefits-beyond-efficiency.html>

Daylight Harvesting: The term used in the building controls industry for a control system that reduces electric light in building interiors when daylight is available, in order to reduce energy consumption. Daylight harvesting is an energy management technique that reduces overhead lighting use by:

- Utilizing the ambient (natural & artificial) light present in a space
- Dimming or switching OFF lighting when sufficient ambient light is present or when the space is unoccupied
- Utilizing zones to stagger the dimming and switching of lighting loads depending on their distance from ambient light sources, such as windows and skylights
- Benefits of daylight harvesting: Save money on electrical; Automated control of lights; Health benefits of correct lighting.

Note: *“Daylight Harvesting Made Easy” found in Attachments - Lighting and Electrical folder*

WELL Building Standard

It is recommended to follow the **WELL** Building Standard when during new construction and remodeling. The focus is on people and is performance based. The seven concepts of the WELL Building Standard is air, water, nourishment, light, fitness, comfort and mind. Strategies include air quality testing and monitoring; filtration and treatment; ventilation; moisture control; cleaning protocol; material selection during construction processes and healthy entrance. WELL promotes lighting systems designed to increase alertness, enhance experience and promote sleep. WELL also creates distraction-free, productive and comfortable indoor environments and encourages the integration of fitness and exercise into everyday life is aligned with the goals of Manatee County’s Employee Health Benefits program. <https://www.wellcertified.com/en/our-standard>

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Divisions (CSI) - Quick List

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Division 01 - General Requirements

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Division 03 – Concrete

Division 04 – Masonry

Division 05 – Metals

Division 06 – Woods and Plastics and Composites

Division 07 – Thermal and Moisture Protection

Division 08 – Openings (Doors, Frames, Windows, Hardware, Glazing, Etc.)

Division 09 – Finishes (Gypsum Board, Acoustic Panel Ceilings, Resilient Base & Accessories, Interior Painting)

Division 10 – Specialties (Toilet Compartments, Toilet and Bath Accessories)

Division 11 – Equipment

Division 12 – Furnishings (Roller Shades)

Division 13 – Special Construction

Division 14 – Conveying Systems

Division 21 – Fire Suppression

Division 22 – Plumbing

Division 23 – HVAC

Division 26 – Electrical

Division 27 – Communications

Division 28 – Electronic Safety & security

Division 31 – Earthwork

Division 32 – Exterior Improvements (Irrigation)

Facilities Space Programming Standards

Square footage space standards will be followed. Please contact Property Management for details as follows.

Commissioner / Constitutional Officer.....	300
Other Elected Official or Appointed Staff.....	250
Division Director / Manager.....	180
Manager.....	150
Professional.....	120
Technical Staff.....	100
Para Professional.	100
Administrative Support.....	70

- Standard occupied office space temperature set points will be programmed to 75 degrees (74-76) and relative humidity will be programmed to 52-59%. Unoccupied or night-time settings will be programmed and determined as needed to maintain the facility function.
- The procurement of office furniture shall be coordinated through Property Management and the occupant due to the potential benefit from significant economies of scale in purchase volume or the potential of existing surplus supplies that may be re-assigned to the project at little to no additional cost.
- Conference rooms are recommended to be outfitted with: 1 white board, 1 telephone, 1 overhead projector, 1 computer, 1 smart board, and ceiling fans with wall mounted control switch.
- AED's mounted in buildings should be AED PLUS which comes complete with AED Pads and batteries for use. Manufacturer is ZOLL Medical and the mounting for the AED is ZOLL AED Cabinet. Flushed or Recessed mounting. (See AED Plus Brochure in the Attachments folder).



Board of County Commissioners Photo Gallery

The Design team shall incorporate an area at or near the main entrance of the building. A blank wall space of at least eight feet, six inches (8', 6") long so that the Board of County Commissioners pictures can be installed as shown in the sketch below. Manatee County will be responsible for installing the pictures and signs.



**Florida Power and Light (FPL) REBATES
for Large Business/Commercial/Industrial**

Rebate	Description	How to Qualify	Benefits
Business Lighting	Receive a rebate for installing or upgrading to qualifying high efficiency lamps and systems	Rebates are for interior lighting that is used on a regular basis: <ul style="list-style-type: none"> • From 3 to 6 p.m. • Every day of the work week • From June 1 to Sept. 30 	<ul style="list-style-type: none"> • Better quality lighting at a lower cost • Reduced monthly operating costs • Lower energy usage is environmentally friendly
Business Energy Evaluation	<p>A free on-site analysis of your energy use.</p> <p>An Energy Expert comes to your business to do a complete evaluation of your equipment and energy use to find savings opportunities.</p> <ul style="list-style-type: none"> • Equipment evaluated includes: <ul style="list-style-type: none"> • Heating, Ventilating and Air-Conditioning systems (HVAC) • Building “envelope” where your building is exposed to the elements (areas such as roof, windows and insulation) • Lighting • Water heating • Processing equipment: motors, air compressor systems, elevators, conveyors, food preparation equipment and refrigeration equipment 	Any business may schedule a Business Energy Evaluation (BEE)	<p>Get personalized, detailed recommendations to help you:</p> <ul style="list-style-type: none"> • Identify energy-saving programs that are right for you • Lower energy costs: <ul style="list-style-type: none"> ✓ Understand how your energy usage compares to that of similar businesses ✓ Understand how weather can affect your energy use • Qualify for rebates that may apply to your business • Select equipment if you’re planning improvements, expansions or building new facilities
Thermal Energy Storage (TES)	<p>Install a TES system to reduce on-peak electricity use and to get a rebate on qualifying equipment.</p> <p>TES systems produce and store cold water or ice at night, when power is less expensive, and use it to cool your building efficiently throughout the day.</p>	<ul style="list-style-type: none"> • Purchase a qualifying TES system • TES rebates are based on a minimum kW savings requirement • Cooling load must be removed from the summer (June through Sept.) on-peak period of 3 to 6 p.m. weekdays 	<ul style="list-style-type: none"> • Less expensive time-of-use rate • Use more electricity during off-peak hours and less during peak • Lower demand charge <ul style="list-style-type: none"> – The shift in energy use from peak to off-peak hours reduces your on-peak demand • Potential savings on A/C compressors <ul style="list-style-type: none"> – TES may minimize the need to buy large, expensive compressors to meet your cooling demand
Direct Expansion Air Conditioning (DX AC)	<p>Receive a rebate for installing or upgrading to a qualifying new DX AC system.</p> <p>When your qualifying new DX system is installed, you will receive a rebate based on the size, type and efficiency of the new unit.</p>	<p>Qualifying units include:</p> <ul style="list-style-type: none"> • Air, water and evaporative-cooled air conditioners and heat pumps • Variable refrigerant flow (VRF) air conditioners and heat pumps, and computer room units. • Water-source heat pumps • Package terminal air conditioners or heat pump systems • Units that exceed the Florida Building Code 	<ul style="list-style-type: none"> • Lowers cooling costs • Lowers HVAC maintenance costs
Energy Recovery Ventilation (ERV)	<p>ERV systems keep cool energy in, that you would otherwise lose, and send humidity and pollutants out.</p> <p>An ERV system allows outgoing room air that would normally be wasted to cool</p>	<p>The following types of ERV units qualify for a rebate, if the units are not already required by building code:</p> <ul style="list-style-type: none"> • Enthalpy wheels • Plate-type heat exchangers 	<ul style="list-style-type: none"> • Lower energy costs • Less wear and tear on air-conditioning units • Works with existing heating, ventilation and air-conditioning systems

	incoming warm air. The system reclaims energy from exhaust air flows. The system also transfers heat and moisture from inside to outside to balance humidity levels.		
Business Custom Incentive (BCI)	FPL offers customized incentives to Businesses or other organizations who upgrade their equipment or operations in ways that save significant amounts of energy. Contact your FPL Account Manager to help you develop a unique energy-saving energy-efficient equipment.	You can qualify for a BCI if your plan: <ul style="list-style-type: none"> • Trims at least 25 kilowatts from FPL's summer peak demand (June 1 – Sept. 30, 3-6 p.m. weekdays) • Differs from other FPL conservation programs • Passes the Florida Public Service Commission specified cost-effectiveness tests 	Meets your specific energy requirements
Chillers	Purchase a new high efficiency chiller to replace your existing chiller or install one in new construction, and get a rebate. Contact us to help determine your needs for upgrades or for equipment purchased for new construction projects.	<ul style="list-style-type: none"> • Purchase qualifying high-efficiency chiller models, rated at AHRI conditions • Incentive amounts and qualifying conditions vary, depending on the type and size of the equipment you replace or install • Back-up or emergency chillers do not qualify for rebates 	<ul style="list-style-type: none"> • Significantly reduce electrical, operating and maintenance costs • Get ongoing energy savings

Source: FPL; Save with Business Programs and Services (attachment)

DIVISION 01 – GENERAL REQUIREMENTS

Record Drawings (Lift Stations, New Fire Station Buildings) – Refer to Attachments Folder

DIVISION 06 – WOOD AND PLASTIC

Rough Carpentry (061000)

- All interior woodblocking, nailers and plywood shall be “TYPE A” fire retardant treated.
- Shall be kiln dried after treatment (KDAT) to a maximum moisture content of 19% for lumber and 15% for plywood.
- Fire retardant treatment shall not contain VOC’s, UREA formaldehyde or formaldehyde, halogens, sulfates, chlorines or ammonium phosphate.
- All equipment backing panels shall be no less than ¾” in nominal thickness.

DIVISION 08 – OPENINGS AND DOOR HARDWARE

General Notes

- On all access-controlled door strikes. Cylindrical locks are preferred over mortis locks. Preferred manufacturer Best locks.

Access Control System

- All integrated entry access systems shall be GE Facilities Commander integrated into the counties existing network wide system.
- Vonduprin panic hardware with surface mounted rods; avoid the use of concealed rods in exit doors.
- "Mag" locks shall be Securitron with a holding force of 1200 lbs. and be battery backed and rated for a hold (energized) time of 24 hours minimum and connected to the generator power, if the facility has a generator.
- One lighted, push button with the legend EXIT shall be installed per manufacturer's requirements at all egresses.
- Card access swipe card system shall be Facilities Commander system and integrated into the existing Manatee County data base by our authorized vendor.

Metal Doors & Frames

- All **interior metal doors** shall be full flush hollow metal doors with steel sheets each side, of prime quality, cold-rolled, stretcher leveled steel, free from scale, pitting and surface defects. Fabricate galvanized doors from galvanized steel sheets conforming to ASTM A446. Provide 18 gauge metal sheets for interior doors, except where otherwise required. Provide hollow metal doors of sizes, types, and design scheduled or required, 1¾" thick. Door faces and edges must have no visible seams or joints. Provide openings in bottom closure of exterior doors for escape of entrapped moisture. Top edge of doors closed flush, not recessed. Provide doors that are strong, rigid, neat in appearance, and free from defects, with plane surfaces smooth and free from warp or buckle. Provide bevel on lock stiles so doors operate without binding. Provide reinforcement for all hardware.
- All **interior door frames** shall be hollow metal fabricate steel frames ASTM A366 of commercial quality, cold-rolled steel, free from scale, pitting and surface defects. Provide 16 gauge steel sheets for interior frames, except where otherwise required, 14 gauge galvanized steel sheets for exterior frames. For openings over 4'-0" wide, use material not less than 14 gauge thickness.
 - Provide full welded unit construction frames. Knocked-down frames are not permitted. Fabricate with full mitered corners, including stops, continuously arc welded full depth and width of frame. Grind and dress welds at frame faces to form smooth invisible joints. Form stops and moldings integral with frame. Finished work rigid, neat in appearance, and free from warp or buckle. Provide steel spreader temporarily attached to feet of both jambs for frame bracing during shipping and handling. Provide reinforcement for hardware.
 - Fiberglass exterior doors and frames for beach locations.

Wood Doors

- All **interior wood doors** shall be flat slab 3'0" x 7'0" x 1 3/4" solid core with oak veneer unless specifically specified differently. Refer to the Door Schedule for other door combinations, sizes, and doors with vision lites.

Hardware (087100)

- **Entrance locksets** shall be as manufactured by Best Lock Access Systems Series 7, model 73K7A15C53-613. The County will provide cores and keys for all locksets. Where heavy duty lock sets are required, provide Best Lock Access Systems Series 9. The County prefers not to entertain substitutions.
- **Hinges** shall be as manufactured by Hager, model BB1168, standard weight, 5 knuckle, ball bearing, standard pin, US10B finish. Adjust weight and pin design as required for special doors. The County will entertain substitutions.
- **Door Closers** shall be as manufactured by LCN, series 4000. Preferred door control to be surface mount, parallel arm, closer to meet ADA reduced opening force, adjustable backcheck, interior mounting. Finish and color shall be as selected by the design team. The County will entertain substitutions.
- **Wall Stops** shall be as manufactured by Rockwood, model 404, concave solid cast wall stop with concealed fasteners. Bumper and trim color and finish as selected by the design team. The County will entertain substitutions.
- **Floor Stops** shall be as manufactured by Rockwood, model 441, Low dome stop. Adjust model type for floor finish and door undercuts. Bumper and trim finish and colors be as selected by the design team. The County will entertain substitutions.
- **Manual Flush Bolts**, pairs of doors requiring flush bolts shall be as manufactured by Ives Corporation, model FB257N for metal doors and model FB358 for wood doors. Two bolts required per door leaf. Finish shall be as selected by the design team.

Window(s) and Window Shutters – Hurricane Rated

- In addition to hurricane-rated windows, certain provided in-place window shutter(s) have protection rated for hurricane protection. Recommend Exeter "Storm Shield" or equal. Side mounted piano hinge with internal safety latches (See Attachments).

DIVISION 09 – FINISHES

General Notes:

- Drywall shall be manufactured by one manufacturer and no mixing of drywall/sheetrock.

- All mechanical rooms and janitor closets to have ½” cement board on the lower 48” of the walls

Carpet Tile – All carpet shall be manufactured from recycled products

InterFace Floor

Frequency II Style #1467502500 Color #9427 Routine

Geometry II Style #1469502500 Color #9949 Graphic

Gradient II Style #1469602500 Color #9958 Arc

Geometry II Style #1469502500 Color #9950 Optical

Captivate Style #59554 Color #54730

Kinetic Style #59359 Color #58150

Kinetic Style #59359 Color #58530 InterFace Floor

Geometry II Style #1469502500 Color #9949 Graphic

Gradient II Style #1469602500 Color #9958 Arc

Geometry II Style #1469502500 Color #9950 Optical

Shaw

Captivate Style #59554 Color #54730

Kinetic Style #59359 Color #58150

Kinetic Style #59359 Color #58530

Interior Painting (099123)

All paint and paint products shall be low or no VOC (volatile organic compounds) whenever possible. Wall paint shall be from Scott Paint Company – 7839 Fruitville Rd, Sarasota, Florida

OR APPROVED EQUAL

Wall Paint - Shall be Scott Paint Co. Dubai Sand #OW 135 Satin Latex Finish (Unless otherwise approved)

Door Frames - Shall be Scott Paint Co. Kitty Kitty #8253 Semigloss Enamel Finish (Unless otherwise approved)

VCT - Shall be selected by Property Management and Used In Common Areas, Hallways, Break Rooms, Under Machinery and Appliances.

Acoustical Panel Ceilings (095113)

Acoustical panel ceiling tile shall to be 2 x 2 Armstrong Ultima Beveled Tegular #1911 OR APPROVED EQUAL

Suspension System shall be Prelude XL 15/16" White OR APPROVED EQUAL

Resilient Base and Accessories (096513)

Wall base shall be Roppe Corporation, Pinnacle Rubber Base – 4" Standard Toe - Color Black

Adhesive as recommended by manufacturer OR APPROVED EQUAL.

Gypsum Board (092900)

Sound transmission coefficient (STC) ratings

- Commissioner's office and conference room – STC 55-65
- Director's office – STC 45-55
- Manager's office – STC 35-45

Interior Gypsum Board

- Gypsum Wallboard: ASTM C 1396/C 1396M.
 - Thickness 5/8 inch
 - Long edges: Tapered and featured (rounded or beveled) for prefilling
- Gypsum Board, type X: ASTM C 1396/C 1396M.
 - Thickness 5/8 inch
 - Long Edges: Tapered and featured (rounded or beveled) for prefilling.
- Gypsum Ceiling Board: ASTM C 1396/C 1396M
 - Thickness 5/8 inch
 - Long Edges: Tapered

Specialty Gypsum Board

- Glass-Mat Interior Gypsum Board: ASTM C 1658/C 1658M. With fiberglass mat laminated to both sides. Specifically designed for interior use.
- Mold-Resistance: ASTM D 3273, score of 10 as rated according to ASTM D 3274.

Tile Backing Panels

- Glass-Mat, Water-Resistant Backing Board: ASTM C 1178/C 1178M, with manufacturer's standard edges. Core: 5/8 inch, Type X. Mold Resistance: ASTM D 3273, score of 10 as rated according to ASTM D 3274.
- Cementious Backer Units: ANSI A 118.9 and ASTM C1288 or 1325, with manufacturer's standard edges. Thickness: 5/8 inch. Mold Resistance: ASTM D 3273, score of 10 as rated according to ASTM D 3274.

- Water-Resistance Gypsum Backing Board: ASTM C 1396/C 1396M, with manufacturer's standard edges. Core: 5/8 inch, Type X.

Trim Accessories

Interior Trim: ASTM C 1047. Material: Galvanized or aluminum-coated steel sheet or rolled zinc and mechanically fastened preferred.

Joint Treatment Materials – General: Comply with ASTM C 475/C 475M.

- Joint Tape:
 - Interior Gypsum Board: Paper
 - Glass-Mat Gypsum Board: 10 by 10 glass mesh.
 - Tile Backing Panels: As recommended by panel manufacturer.
- Joint Compound for Interior Gypsum Board: For each coat use formulation that is compatible with other compounds applied on previous or for successive coats.

Auxiliary Materials:

- Steel Drill Screws: ASTM C 1002, unless otherwise indicated.
- Sound Attenuation Blankets: ASTM C 665, Type 1 (blankets without membrane facing)
- Acoustical Joint sealant: ASTM C 834. Product effectively reduces airborne sound transmission through perimeter joints and openings as demonstrated by testing according to ASTM E 90.
- Thermal Insulation: As specified in Section 072100 "Thermal Insulation."

Finishing of Gypsum Board

Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C 840:

Level 1: Ceiling plenum areas, concealed areas, and where indicated.

Level 2: Panels that are substrate for tile.

Level 3: Where wallcoverings are specified as the finish.

Level 4: At panel surfaces that will be exposed to view unless otherwise indicated.

Level 5: Where indicated on drawings or where gloss or semi-gloss paints are indicated as the final finish.

- Remove and replace panels that are wet, moisture damaged, and mold damaged.

Panel Products: Obtain all gypsum board and other panel products for gypsum board assembly from a single manufacturer.

Delivery, Storage and Handling

- Deliver materials in original packages, containers or bundles bearing brand name and identification of manufacturer or supplier
- Store materials inside or under cover to keep them dry and protected against weather, condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.
- Handle gypsum board carefully to prevent damage to edges, ends, or surfaces. Do not bend or otherwise damage metal corner beads and trim.

Field Conditions

- Environmental limitations: Comply with ASTM C 840 requirements or gypsum board manufacturer's written recommendations, whichever are more stringent.
- Do not install paper-faced gypsum panels until installation areas are enclosed and conditioned.
- Do not install panels that are wet, those that are moisture-damaged, and those that are mold-damaged.
 - Indications that panels are wet or moisture-damaged include, but are not limited to: discoloration, sagging or irregular shape.
 - Indications that panels are mold-damaged include, but are not limited to: fuzzy or splotchy surface contamination and discoloration.
- Provide adequate building ventilation and room temperature levels for drying joint treatment or finishing materials.

Protection

- Protect adjacent surfaces from drywall compound and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.
- Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
- Remove and replace panels that are wet, moisture damaged include, but are not limited to, discoloration, sagging or irregular shape.
 - Indications that panels are wet or moisture-damaged include, but are not limited to: discoloration, sagging or irregular shape.
 - Indications that panels are mold damaged include: but are not limited to fuzzy, or splotchy surface contamination and discoloration.

Floors

- Newly grouted tile shall use SaniGlaze Joint treatment according to guide specifications from SaniGLAZE International, LLC (See Attachments folder)

DIVISION 10 – SPECIALITIES

Dedication Plaques (101416)

Manatee County currently requires a dedication plaque be installed on/in new or renovated buildings.

- Size:
1. Small (for smaller bldgs.) 12" wide by 9" high (Less than 50,000 sf)
 2. Large (for larger bldgs.) 24" wide by 18" high (Greater than 50,000 sf)

Mounting Locations: Generally in lobby area of main entrance.

Material: Cast Bronze

Edges: Single Line (Raised)

Textures: Leatherette

Mounting: Prefer blind mount, but rosette mount can be used depending on mounting surface.

Background Color: Brown, recessed

Lettering: Raised

Supply Companies Used:

Environmental Graphics Inc

11232 Challenger Ave., Suite 1

Odessa FL 33556

800-791-5065 or 727-376-5622

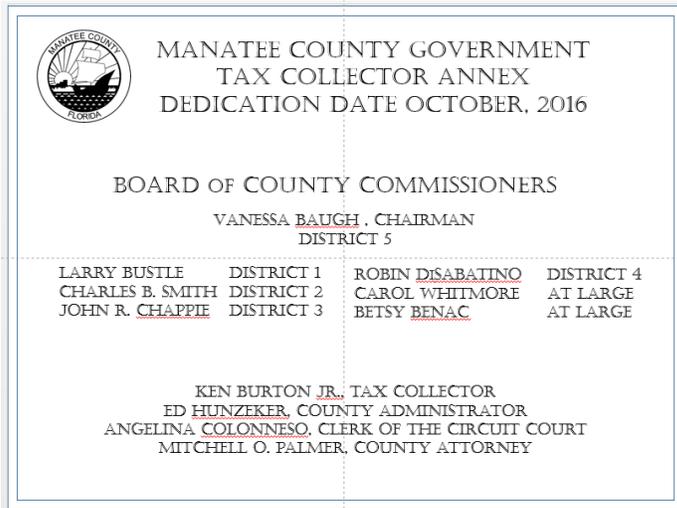
Build signs online, contact: Bob Twinem

2854 Manatee Ave E.

Bradenton, FL 34208

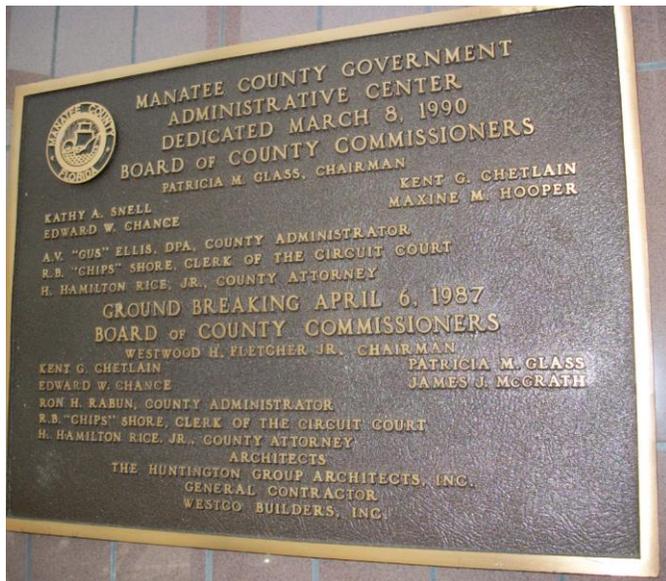
941-748-9400

Example format of Small Dedication Plaque



Example format of Large Dedication Plaque

	<p>MANATEE COUNTY GOVERNMENT SOUTHEAST WATER RECLAMATION FACILITY COMPLETION DATE NOVEMBER XX 2015 BOARD of COUNTY COMMISSIONERS VANESSA BAUGH, CHAIRMAN</p>	
	<p>LARRY BUSTLE CHARLES B. SMITH JOHN R. CHAPPIE</p>	<p>ROBIN DISABATINO CAROL WHITMORE BETSY BENAC</p>
<p>ED HUNZEKER, COUNTY ADMINISTRATOR ANGELINA COLONNESO, CLERK OF THE CIRCUIT COURT MITCHELL O. PALMER, COUNTY ATTORNEY</p>		
<p>PROJECT APPROVAL SEPTEMBER 13, 2012 BOARD of COUNTY COMMISSIONERS JOHN R. CHAPPIE, CHAIRMAN</p>		
<p>LARRY BUSTLE MICHAEL GALLEN ROBIN DISABATINO</p>		<p>DONNA HAYES CAROL WHITMORE JOE MCCLASH</p>
<p>ED HUNZEKER, COUNTY ADMINISTRATOR R.B. "CHIPS" SHORE, CLERK OF THE CIRCUIT COURT MITCHELL O. PALMER, COUNTY ATTORNEY</p>		
<p>ARCHITECTS UGARTE & ASSOCIATES, INC GENERAL CONTRACTOR NDC CONSTRUCTION COMPANY</p>		



General Notes:

- OVERHEAD BRACED OR FLOOR ANCHORED TOILET partitions.

Restroom Accessories and Requirements (specifications in attachments)

- All restrooms floors must be sloped and have floor drains
- No in wall trash or wall mounted trash receptacles
- No built in counter top soap dispensers
- Urinals will be water flush type only
- Grab Bars shall have concealed mounting with snap flange trim
- Shower Curtin Rods shall have concealed mounting
- Shower Curtains shall be vinyl opaque white matte with antibacterial and flame retardant agents.
- Internal hose bib required.
- Mirrors and baby changing stations shall be ADA compliant.

Toilet and Bath Accessories (Specifications in Attachments – Restrooms/Plumbing) (102800)

- Wall mounted Soap Dispensers shall be Micrrell Bag-in-box 800 series item # GOJO9721 OR APPROVED EQUAL
- Wall mounted Multi-Fold Paper Towel Dispensers shall be San Jamar T1790TBK Ultrafold Oceans Large Capacity C-Fold. Color Black OR APPROVED EQUAL
- Wall Mounted Sanitary Napkin Dispenser shall be Rubbermaid RCP 6140WHI - Color: White OR APPROVED EQUAL
- Wall Mounted Toilet Tissue Dispenser twin jumbo roll shall be San Jamar R4000TBK – Color: Black OR APPROVED EQUAL
- Wall Mounted Toilet Seat Cover Dispenser shall be KRYDK100 OR APPROVED EQUAL (check with Carmine on outdoor facilities)
- Coat Hook shall be Bobrick B-212 Clothes Hook and Bumper OR APPROVED EQUAL
- Shower curtain hooks shall be Bobrick B-204-1 OR APPROVED EQUAL
- Folding Shower seat shall be Bobrick B-5181 OR APPROVED EQUAL

Toilet Compartments

- Toilet Compartments shall be solid phenolic core overhead braced enclosure, wall hung urinal screen. Doors to be minimum ¾” thick panels, pilaster and walls minimum ½” thick with stainless steel hardware.
- Pilaster Shoes: Formed from stainless-steel sheet, not less than 0.031-inch nominal thickness and 3 inches high.

Hand / Hair Dryer

- Where applicable, an Xlerator manufactured by Excel Dryer shall be used. The preferred model is an XL-W with preferred operating voltage of either 208/220/240

DIVISION 11 – EQUIPMENT

General Notes:

- All new and remodeled buildings shall have a ZOLL AED PLUS Defibrillators. <http://www.heartsmart.com/ZOLL-AED-Plus-Value-Package-p/bus-pkg-plus.htm> or call 1-800-422-8129.
- Commercial-Size Ice Maker(s) Freezers and Refrigerators – Must have an alarm that alerts extreme temperature change.
 - All commercial size automatic ice makers shall where applicable have a waste chill recovery chiller/ exchanger installed on the inlet side of the potable water service. **Benefits – reduces potable water consumption, reduces energy cost to produce ice, less compressor runtime, reduces energy cost to remove heat from the air conditioned area where an ice maker is installed, makes ice faster.**
 - Preferred manufacturer is the Maximicer, Georgetown, TX for ice maker units of the manufacturer Manitowoa, Hoshizaki and Cornelius.
 - Backflow valves or vacuum breakers with shut off cocks and stainless steel hoses are required. A floor sink or drain shall be provided.

DIVISION 12 - FURNISHINGS

Roller Shades (122413)

- Roller Shades shall be Hunter Douglas – Designer Screen Shades. Chain and clutch operating mechanism, bead chains with limit stops. Fabric shall be 95% light blocking. Fabric and Finish as selected by owner or Architect from full range of colors. Material is to be flame resistance and comply with NFPA 701 Class A OR APPROVED EQUAL.

DIVISION 21 – FIRE SUPPRESSION

Fire Alarm

- Firelite or Silent Nite are preferred systems.
- All fire systems and peripheral devices shall be non-proprietary.
- All systems shall be full addressable, voice-evacuation fire alarm systems.
- All applicable and current codes and regulations for the jurisdiction shall be met or exceeded.

- All fire alarm raceway(s) junction box(s) lids and covers shall appear in the color red. Single panels with auto dialer and fire alarm access at the entry.

Fire Sprinkler

- Shall be a dry pre-action type in data rooms. All others shall be wet type systems.
- Shall have a reduced pressure backflow preventer.

DIVISION 22 - PLUMBING

Piping

- Use CPVC Schedule 40 or 80 (if and or when required due to its application).
- Use PVC Schedule 40 or 80 (if and or when required due to its application.)
- May use PVC schedule 40 or 80 for DWV (Drain-Waste-Vent).
- The use of Hard Copper Type K is permitted.
- No galvanized steel is permitted.
- No cast iron is permitted.
- Provide insulation on all interior roof drain-piping vertical and horizontal for sound attenuation. Provide insulation for all domestic and solar hot water supply, return, and chilled water supply and return piping in accordance with the Florida Energy Code and Florida Building Code.

Clean Outs

- Shall be one at the base of each and every stack and in accordance with the Florida Plumbing Code and in accordance with FPC 2014; Section 708.

Trap Primers

- No automatic trap primers shall be installed on County properties.
- Preferred – Trap primer tail piece (waste line fed).

Backflow Prevention – Potable Water Service

- Shall be the type RPZ (reduced flow) backflow preventer.
- On services four (4) inches and larger, a bypass service line with a backflow preventer shall be installed on the same water (main) service. This feature will permit servicing and testing of the main backflow preventer without total interruption of water service to the site.
- Sizing the bypass line - shall be equal to ½ of that of the main water service line.
- Reference Manatee County Utilities standards for requirements.
- Water meters preferred to be used in cooling towers for cost reduction in the sewer bills.

Faucets

- Metering (manual) faucets shall be used at all public and private wash sinks intended for hand washing.
- Faucets should have no exposed set screws and replacement parts that are readily available.
- All faucets in public and private wash areas shall have an aerator installed on it that does not exceed 0.05 gpm flow, and shall be vandal-resistant. When available a recessed aerator shall be used. Ganged employee wash areas should have an aerator with flow not to exceed 1.0 gpm.
- All exposed components / parts shall be constructed and made of metal.
- All faucets shall meet or exceed current ADA Standards.
- Faucet spacing shall be on 4-inch centers.

Sinks - Bathroom

- All sinks are to be china unless otherwise notes.
- Sinks in office buildings, community centers, libraries, and fire stations may be made of porcelain or stainless.
- Parks and public outdoor restrooms shall be stainless. Staff accessible (locked) restrooms may also use composite material, wall-hung singles, or multiple basin formed with countertops.
- All ADA sinks shall meet insulation and protection requirements in accordance with the Florida Plumbing Code.

Valves – Devices, Systems, Branch Lines

- All valves shall be ball-valve, shut-offs only. Larger valves (4 inch and above) for chilled water mains shall be butterfly or gate-type with remote or motorized operators.
- Each plumbing device fixture shall have shut-offs.
- All hot and cold, water mains to a multiple fixture area shall have ball shut off valves installed for isolation. Access panels or ceiling tiles shall be marked with a blue dot sticker on the metal portion of the panel.
- The contractor shall provide a valve list with plastic valve tags on each main shut off valve installed.
- Parks and outdoor public restrooms shall have internal hose bibs on the sink in a lockable water box.
- Parks and outdoor public restrooms shall be equipped with floor drains.

Flush Valves

- Manual flush valves are preferred in place of sensor type in staff areas. 1.6 gpf toilet, and 0.125 gpf urinal
- Where sensor flush detection is used there shall also be a manual mechanical override flush button. Adjustable flow for 0.5 to 3.5 gpf.

- All flush valves shall be manufactured by Sloan as preferred manufacturer and be of solid brass construction.

Shower Head(s)

- Shower heads installed for public areas, gyms, recreation and employee fitness centers shall be ultra-low flow.

Urinal

- Preferred manufacturer: Sloan.
- All urinals shall use water rated at 0.125 gpf. No waterless urinals shall be used.
- Public outdoor restroom(s) remote flush valves in chase are preferred.

Water Closet – Non-Correctional

- Preferred water closet with oversized discharge.
- Tank water closets are not preferred.

Hot Water Heaters – Electric / Gas

- Thermal solar hot water heating is encouraged to be a part of all hot water heating applications as a primary source with gas or electric heating as backup and or supplemental.
- Natural gas when available is the fuel source of choice.
- Instant flow tankless hot water heater(s) shall be used if applicable to the usage and demand.
- All 10 to 30 gallon electric hot water heaters dedicated to restrooms or break rooms shall have a timer switch controlling the off/on periods or be connected to the BAS.
- Efficiencies shall meet or exceed the Florida Energy Code.

Hot Water Systems with Circulating Pumps

- Where applicable, a timer switch or the BAS shall cycle off/on all circulating pumps dedicated to wash sink or shower hot water delivery.

Domestic Water Pumps

- All domestic water pumps shall be connected to generator power when available.

DIVISION 23 - HVAC SYSTEM

- Major components shall have a 5 Year warranty.
- Separate pricing shall be allowed for extended warranties.
- Building Automation System (BAS) shall be Automated Logic Systems Web Control only and integrated into the counties existing Building Automation Network.
- The BAS shall record, control, monitor and manage temperature, proper humidity and CO2 levels within the facility. **Note: Humidity and CO2 sensors shall be placed in return air duct(s) of each air handler/unit servicing that facility.** The energy code requires CO2 is units over 3000 cfm.
- Generator circuits, when available shall power all HVAC equipment controls.
- Chiller systems are preferred over a DX system. Energy savings must be considered in size of systems.
- DX high efficiency 16 SEER minimum rated with preconditioned outdoor air system sized for the air handler
- Condensate shut down/ alarm switches shall be installed on all condensate line traps.
- Duct-board is not allowed. All supply, return, outdoor air intakes, plenums, and smoke exhaust plenum ducts are to be externally insulated.
- Motorized fans in the Variable Air Volume (VAV) box are not allowed.
- No more than two rooms shall be on a single VAV box.
- HVAC system must maintain positive building pressure except where noted.
- Standards that apply are the Florida Mechanical Code, ASHRAE Healthcare Ventilation Standard. Water and Wastewater design standards also apply to ventilation on specific buildings.
- Outside air (makeup) shall utilize a VAV box for air monitoring to control building pressure and CO2. Airflow measuring stations shall be reviewed as an option.
- Variable Frequency Drives shall be used wherever applicable and be controlled by the BAS.
 - Programmable thermostats are required by the Florida Energy Code on small buildings.
- Sound attenuation shall be used to reduce noise transfer. All conference, meeting and study rooms/areas shall be separate with a separate ducted return.
- Insulation shall meet the Florida Energy Code section 403.2.8 and be covered to resist condensation build up.
- Variable speed drives shall be considered on all Air Handling Units.
- Rooms, areas designated or planned for data processing or needing 24 hour cooling, shall be sized accordingly for HVAC chill water AND have DX systems for night time and weekend cooling. Where no chiller is used, dual DX systems are required. Data DX cooling is to be stand alone and controlled by local thermostats and monitored by the BAS.
- Each Air Handling Unit / Fan Coil Unit shall have an isolation valve or valves.
- Each supply air diffuser shall have an air balance damper.
- All Mechanical spaces shall have floor drains and floors with slope that pitch to the drain.
- Data Centers or other areas needing 24/7 cooling services shall have dedicated DX systems connected to emergency generator power for night time cooling and chill water cooling for normal occupancy. If no chilled water is available, two sources of DX cooling will be installed in each space.

- Water sensors shall be installed on all data systems under floor for alarm through the BAS control system and shut down.
- Buildings with chillers shall have chilled water piping and valves installed for a quick connection rental chiller.
- A UL-listed kitchen hood make-up air system and duct work with chemical extinguisher and power/fuel supply shutdown and fire alarm connection shall be installed on commercial kitchen systems as requested and as required for specific cooking appliances in accordance with the Florida Building Code.
- On the ceiling metal frame or access panel, a red dot shall be installed for the location of each variable air volume box and inline exhaust fan installed for maintenance access.
- Small buildings required specific products similar to residential split air handler/ fan coils with separate heat pumps or air -cooled condensers. EER shall be 16 or greater to meet the Florida Energy Code. Rooftop units are also an option.
- Package terminal units may be considered in small locations such as Emergency response rooms?
- Coil coating is required on evaporator and condenser coils.
- Ductwork type and insulation shall meet SMACNA standards for sheet metal, pressure class, duct sealing is preferred for duct above 2" static pressure. The Florida Energy Code requires insulation and application.
- Building air and water balance testing is required by the Florida Energy Code.

DIVISION 26 – ELECTRICAL

General Notes: There are .pdf documents for lighting and electrical in the Attachments folder.

- No Incandescent lamps shall be used.
- No U-Tube fluorescent lamps shall be used.
- No Metal Halide, Mercury, or HPS lighting shall be installed indoors.
- Lighting shall be designed using current industry standards and proper foot-candle requirements for the application. General lighting in office, bathrooms, and hallways shall include automatic sensor control.
- Do not mount any lighting hard wire to any shelving or other floor mounted furniture.
- Modular furniture shall be grounded and UL listed. Power and data connections shall be by wiremold and MC cable.
- In lieu of conduit, MC capable may be used for lighting and is permitted only for control wiring and fixture whips.
- Remote ballast shall be identified on ceiling grid system and as-built drawings.
- Building lighting control systems shall be Leviton and Lutron computerized controls, motion sensors, and daylight harvesting should be incorporated and used. All sites using this system will require the Lutron and Leviton software application program for trouble shooting and program maintenance for 3 years to be included with the system installation and also include operator training.
- Buildings over 5000 square feet require lighting controls per the Florida Energy code.
- All exterior lightning is to be controlled by exterior lighting sensors if no Building Automation System (BAS) is installed. No time clocks are to be used.

- Where dimming ballasts are interfaced with a variable voltage lighting system, be it new or existing, all components shall be approved in writing by each manufacturer as being an approved device cable of interfacing and functioning properly with one another.
- 277-volt lighting fixtures (exception – canister fixtures) shall be first choice where applicable to design and building power system voltages are available.
- All electrical distribution panels shall be completely labeled as to what device or system each breaker services. Normal non-generator power shall be labeled black and white, generator power panels shall be labeled green with white background, and UPS panels shall be labeled blue with white background. All building receptacles, lighting pull boxes, and wall switches shall have circuits noted in marker inside the pull box for each room.
- Every building with an electrical generator (and associated auto transfer switching) shall also have a double throw disconnect designed for easy and quick connection of a rental generator. The switch is to be located on the exterior of the building in an area that allows for the rental generator space. Each double throw disconnect shall also have a control circuit installed for automatic start / stop of the rental generator.
- Buildings without a generator shall also have a double throw disconnect for a rental generator connection, as determined by Property Management.
- Buildings with chillers shall have a disconnect installed and wired for a rental chiller connection. Disconnect is to be sized to support the full load of the chiller system. There shall also be chilled water piping and valves installed to where the portable rented chiller is designed to be parked.
- All buildings shall have the load electrically balanced by the electrical contractor at the project construction completion. The Engineer of record, in writing to Property Management, shall confirm this process.
- The Engineer of Record will confirm as a written observance of the on-site electrical contractor prior to termination of electrical power being applied to the building that all electrical devices and connections are Forward Rotation. No reverse rotation electrical connections are allowed. The contractor shall schedule a time when the Owner and Engineer are available for onsite testing. Each electrical panel shall be verified and documented by the electrician that it is in the forward rotation.
- Communication and Electrical conduits under soft ground, grassy areas, and shell parking areas must be fully encased in 12” of concrete. Soft ground being not under streets and paved parking areas.

Office / Corridor Lighting (General)

- Shall be LED for new or retrofitting. All retrofit kits shall be DLC tested and listed.
- Shall use electronic ballast, Programmed Start, and shall be high efficiency 120 volt - 277 volt.
- Levitron USB Charger devices to be installed for new construction and renovations (see attachment).
- No internal emergency battery backed ballast shall be used.
- Ballast voltage shall be 277 volt where applicable or 120 volt as an alternate.
- Each fixture shall have a sized internal line fuse and holder accessible at the ballast for disconnection of power at the fixture.
- All lamps shall have a minimum K-Value of 4100k.

Hi-Bay Warehouse & Storage / Recreational Lighting

- Shall be LED lighting or induction where there is constant high temperature.
- Ballast, generator voltage shall be 277 volt where applicable or 120 volt as an alternate.
- Each fixture shall have a sized internal line fuse and holder accessible at the ballast.
- All light fixtures installed in a gymnasium atmosphere shall have a wire guard protecting the fixture and or lamps.
- All lamps shall have a minimum K-Value of 4100 k.

Recessed Indoor Canister and Exterior Canopy Lighting

- All canister light fixtures shall be LED.
- All installed exterior lighting shall be LED and so designed and labeled for outdoor use.
- All fixtures shall be vandal resistant.

Exit & Emergency Wall-Pak Lights

- Shall be LED lamp(s) only.
- Legend (Word - Exit) shall be the color – Red
- Combination Exit and Emergency Lights may be used where applicable.

Flag Pole Lighting

- Fixture(s) shall be LED lighting.

Lightning Protection

- When required, shall be protected by the Preventor™, or an approved equal, employing a single air terminal. The Lightning system shall be UL listed and provide an insurance certificate. The system shall comply with the current National Fire Protection codes and IEEE standards. A master label system shall be provided with the installation.

Parking Lot / Security / Façade Lighting

- Shall Be LED lighting.
- Pole shall have an internal wire chase with hand hole at ground level and pole top where available.

Beach & Specialty Lighting

- All water front lighting, in or near ocean environments, shall meet or exceed Manatee Counties Water Front (Sea Turtle- Amber Lighting) requirements.

Automatic Transfer Switches (263600)

- Provide and install automatic transfer switches for both new and remodel construction (See “Automatic Transfer Switches” in Lighting-Electrical Attachment Folder).

Electric Service Distribution

- New and modified electrical distribution service(s) 400 amp and larger shall be balanced to an acceptable level per industry standards with lighting and support systems on and functioning. Phasing shall be verified and confirmed to be forward rotation.
- Written documentation of electrical balance is required for each panel.
- Real time current and voltage readings per phase primary and secondary at the main transformer and distribution point shall be noted, and a written report given to Property Management Department showing all readings with time of day, day of week reading were obtained.
- All new panels and disconnects are to match existing equipment manufacturer in remodels.
- New structures – Square D is the preferred manufacturer.
- Surge suppression with visual indicator(s) on all main and branch panels.
- All switches and receptacles are to be spec grade, 20-amp minimum.
- All circuits shall be identified on the faceplate of all devices.
- All panel board circuit breaker panels, disconnects shall be clearly labeled and have a legend
- Typed, not hand-written panel schedules shall be installed in all panels by the electrical contractor. All panels and distribution systems shall be exterior labeled in accordance with the National Electrical Code.
- Phase Loss / Phase Monitoring on all 3 Phase motors, equipment and systems.
- Transient voltage suppressors meeting NEC requirements shall be provided for all incoming services from a utility or portable generator.
- Amperage balance of panels is required to reduce neutral currents and save energy.
- Phase rotation shall be verified and documented by the electrician and contractor after installation.

Generators and Transfer Switches

- Preferred manufacturers are Caterpillar, Kohler, and Cummings.
- Preferred engine type – diesel. Natural Gas where available.
- Fuel Storage requirement, runtime shall be 168 hours (minimum) with onsite fuel loaded to 90% capacity and an electrical load based on a 75% power load.
- Option at facility/site with no installed generator: install one (sized to branch electrical panel) transfer switch that is isolated to that branch panel for powering limited lighting, communications, alarms, and electrical outlets for the purpose of powering this location with a portable generator so sized and rated for the application and load.
- An outdoor accessible plug for a trailer mounted or vehicle mounted generator: Provide and install one generator power female plug, dead-Front, amp size as

needed, 3 - wire, 4 - pole switched with one circuit breaker serving as a disconnect switch and or all sized and rated for that locations panel voltage and load. Verify plug assembly is available. A NEMA 3R weatherproof wiretap box (IT pole cabinet) may be required if power requirements exceed the nominal plug size (see Attachment).

- If load control is employed, NESHAP requirements need to be met.
- Generator plugs manufactured by Hubbell are preferred.
- Automatic transfer and manual transfer switches shall have a manual bypass function.
- Transfer switches shall meet or exceed the fault current rating and shall UL listed for the proposed functions.
- The ATS manufacturer shall be certified to ISO 9001 International Quality Standard and the manufacturer shall have third party certification verifying quality assurance in design/development, production, installation and servicing in accordance with ISO 9001.

Exterior Signage with Lighting / Messaging Boards

- No metered service shall be installed solely dedicated to any signage/messaging board applications.

Standard Data/Voice Cabling Requirements - Refer to Attachments Folder

Security

- All camera installations shall follow and be approved through Manatee County Policy and Procedure number 606.003 (See Policy in Attachments folder)

DIVISION 31 – EARTHWORK

General Note: Manatee County Public Works Roadway and Drainage design Standards shall be utilized.

- All existing trees on the site need to be barricaded with 2" X 2" posts and rope, colored tape, or wood to prevent any vehicular traffic or power equipment (mixers etc.) in that area during the whole construction process. This barricade should be at the drip line at a minimum and extend out farther wherever possible.
- All rinsing, washing or dumping of construction products or equipment should be in a designated area only. This area should be away from existing trees and future planting locations.
- Before final grade, the contractor needs to totally clean the site of debris, spillage and do a thorough cleanup of rinse areas and dumpster locations
- Preferred final grade material is grey surface sand with a neutral pH (6.0 – 7.5).
- Final grade should ensure proper drainage away from building and into onsite retention/detention mechanisms.

DIVISION 32 – Exterior Improvements

General Notes:

Where both communication and electrical conduits are placed under soft ground, grassy areas, and shell parking areas must be fully encased in 12” of concrete. Soft ground being not under streets and paved parking areas.

- **Asphalt Paving (Section 32-1216)** – Refer to Attachments Folder
- **Chain Link Fencing (Section 32-3113)** – Refer to Attachments Folder
- **Porous Flexible Paving (Section 32-1243)** – Refer to Attachments Folder

PERMEABLE PAVERS – POUROUS FLEXIBLE PAVING

For vehicle and traffic loads for gravel or grass overflow parking lots, driveways, fire lanes, etc., use “TrueGrid” or APPROVED equal permeable pavers. Made in the U.S.A. and 100% post-consumer recycled material. (See TrueGrid Porous Flexible Paving Specifications and product in Attachments folder).

IRRIGATION

All installations regarding water conservation should at a minimum have:

- Functioning rain sensor.
- Separate zones for turf and plant bed areas.
- Timer capable of dual programming.
- Use of low volume emitters or drip tube in plant bed areas.
- Use of reclaimed water whenever possible. Potable urban water is the last choice for a water source.
- Netafim drip irrigation should be used on all new projects and will be installed to manufacturer’s specifications.
- System will be designed for 100% coverage of all bed areas and newly planted trees. NOTE: Identify and “avoid” planting on existing irrigation system.
- Each tree will have its own emitters/bubbler.
- Determination on whether to irrigate turf will be made on a per project basis by **County horticulture staff**.
- If a cistern is to be the main water source, a backup source needs to be provided for times of drought.
- Piping material should be Class 160 or Schedule 40. Depth is 18 to 24 inches.

Controller (Irrigation)

- For new installation, controller (minimum requirement) shall be Rainbird ESP-LXD for 2-wire systems and the ESP-LXME/ESPLXMEF for traditionally wired systems (wire running from each valve to the controller along with a ground wire). Each system will communicate with the Manatee County Rainbird master IQ system.

- Master Valve (electrical) in mainline water source for each area.
- Heads – Replace all heads with the same head and nozzle (or equivalent PR and coverage area, if same head is not available). Hunter for rotors (I-20, I-25, I-40 and I-90) and Toro for sprayheads (570s).
- Valves – The standard for Installation or replacement of valves is the Irritrol (P100s) valve on sites with “clean water” and Irritrol (100s-retrofit kit which includes diaphragm assembly with continuous scrubbing mechanism) “scrubber” valves where reclaimed water is in use.

Integrated Pest Management

- Integrated Pest management is the method of pest management in all County activities including those carried out by contractors and vendors.
- Preferred termite treatments, in order of preference, include pre-treat with borate based products during construction, approved exterior bating systems, or the use of Disodim Octaborate Tetrahydrate (DOT) lumber or a pre-approved baiting system (see Other Attachment folder).
- When borate pre-treat process is used, blue die should be included in the spray mix to verify coverage.
- To better prevent future pest infestations, all cracks, seals and penetrations need to be 100% sealed. Special attention needs to be paid to abandoned roof drains, and other plumbing pipes to ensure that they are sealed and will not allow rodents to enter the building.
- Where a structure has bay doors or a section of the building with outside exposure, the air-conditioned portion need to be 100% sealed to prevent pest invasions.
- Cistern design will take into account the prevention of mold growth, breeding mosquitoes and other pest and structural problems. Cisterns and other water storage devices shall not share a common wall with interior spaces.

County Graphic Standards for County Logo and Logo colors

- Colors for printing in Pantone Matching systems, CMYK and RGB-colorsystems are addressed in the County Standard and must be matched to these color system codes. Refer to the *Manatee County Graphic Standards Style Guide*. (Located in Other attachment folder).

CLOSEOUT PROCEDURES (DIVISION 01, Section U017700)

This section includes administrative and procedural requirements for contract closeout, including, but not limited to the following:

1. Substantial Completion Procedures
2. Final Completion Procedures
3. Warranties
4. Repair of the Work
5. Building Information Modeling (BIM)

Related Requirements:

1. "Photographic Documentation" for submitting final completion construction photographic documentation.
2. "Execution Requirements" for process cleaning of Project site.
3. "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
4. "Operation and Maintenance Data" for operation and maintenance manual requirements.
5. "Demonstration and Training" for requirements for instructing Owner's personnel.

SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's list of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's Punch list), indicating the value of each items on the list and reasons why the Work is incomplete.
- B. Submittals prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at the time of request.
 1. Submit closeout submittals specified in other Division 01 sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys and similar final record information.
 2. Submit closeout submittals specified in the individual Sections, including specific warranties, workmanship bonds, maintenance material service agreements, final certifications, and similar documents.
 3. Submit maintenance material submittals specified in individual sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number, where applicable.
 4. Submit test/adjust/balance records.
- C. Procedures Prior to substantial completion: Complete the following a minimum of 10 days prior to requesting Inspection for determining date of Substantial completion. List items below that are incomplete at the time of the request.
 1. Advice Owner of pending insurance changeover requirements
 2. Make final changeover of permanent locks and deliver keys to Owner. Advice Owner's personnel of changeover in security provisions.
 3. Complete startup and testing of systems and equipment.

4. Perform preventive maintenance on equipment used prior to Substantial Completion.
 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment and systems. Submit demonstration and training video recordings specified in Section 01820 "Demonstration of Training."
 6. Advise Owner of changeover in all utilities.
 7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
 8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 9. Complete final cleaning requirements, including touchup painting.
 10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for final completion.

FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
1. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each items has been completed or otherwise resolved for acceptance. (See Attachment - *Final Reconciliation, Warranty Period Declaration and Contractor affidavit*).
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will review a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the work identified in previous inspections as incomplete is completed or corrected.

LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 - 1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding to the interior.
 - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 - 3. Include the following information at the top of each page:
 - a. Project name
 - b. Date
 - c. Name of Architect
 - d. Name of Construction Manager
 - e. Page number

SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor and building official.
- C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
 - 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose leaf binders, thickness as necessary to accommodate contents, and sized to receive 8 ½ of 11 inch paper.
 - 2. Provide heavy paper dividers with plastic covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address and telephone number of Installer.
 - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
 - 4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
 1. Remove and replace chipped, scratched and broken glass, reflective surfaces, and other damaged transparent materials.
 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
 - a. Do not paint over “UL” and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
 4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures (LED).

BUILDING INFORMATION MODELING (BIM)

Building information modeling (BIM) is the equivalent of digitalization in the construction industry: It is a digitally supported process for planning, constructing and operating buildings that enables a significant productivity increase in the construction industry.

An overall BIM approach should be used for the design-build process by contracted County architectural, engineering and construction firms. Products, solutions and services reflect the whole building lifecycle, all disciplines in the building, the various user and customer types, the different energy forms and the hardware and software products used in buildings.

Construction projects are faced with numerous challenges and obstacles, lack of coordination on construction sites, unreliable schedules and costs, insufficient quality and planning errors or inaccurate, incomplete plans as well as a lack of cooperation. The BIM process will help eliminate those challenges and obstacles.

The BIM process is built on four principles:

Build twice: Building twice is actually more efficient: first the digital model, then the actual construction process. This leads to better coordination, early or no errors and clash detection between all trades for a faster overall construction process with fewer errors.

Build and plan together: All stakeholders are involved in the planning process so changes can be made in the model, change orders and time-intensive modifications on the construction site can be avoided.

Create data only once: It is much more efficient to invest more time in a highly accurate plan than to send someone into the building with a folding yardstick to re-measure.

For the entire lifecycle: Today, the focus of BIM is merely on planning. But BIM has benefits for the entire lifecycle of the building. The data model facilitates service, maintenance and disposal.

Source: Siemens website

OPERATION AND MAINTENANCE DATA (DIVISION 01, Section 017823)

This section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:

1. Operation and maintenance documentation directory
2. Emergency Manuals
3. Operation Manuals for systems, subsystems and equipment
4. Product maintenance manuals
5. Systems and equipment maintenance manuals

CLOSEOUT SUBMITTALS

- A. Manual content: Submit reviewed manual content formatted and organized as required.
 1. Architect will comment on whether content of operations and maintenance submittals are acceptable.
 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operations and maintenance manuals in the following format:
 1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit digital media acceptable to Architect.
 - a. Name each indexed document file in composite electronic index with applicable item name. Include complete electronically linked operations and maintenance directory.
 - b. Enable inserted reviewer Comments on draft submittals.
 - B. Four paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. Architect will return all copies to be forwarded to the owner.
- C. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training.

OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

- A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information. Include a section in the directory for each of the following:
 1. List of documents.
 2. List of systems.

3. List of equipment.
- B. Title page: Include the following information:
1. Subject Matter included in manual.
 2. Name and address of Project.
 3. Name and address of Owner.
 4. Date of Submittal.
 5. Name and contact information for Construction Manager.
 6. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment and components of one system into a single binder.
- E. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
1. Electronic Files: Use electronic files prepared by the manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
 2. File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.
- F. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.
1. Binders: Heavy-duty, three-ring, vinyl-covered binders, in thickness necessary to accommodate contents, sized to hold 8 ½ by 11 inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversized sheets.
 - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related

components. Cross-reference other binders if necessary to provide essential information for property operation or maintenance of equipment or system.

- b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL" Project title or name, and subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.
2. Dividers: Heavy-paper dividers with plastic covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
 3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
 4. Supplementary Text: Prepared on 8 ½ X 11 inch white bond paper.
 5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold and insert into binder.

If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents and drawing locations.

EMERGENCY MANUALS

- A. Organization: Organize manual into separate sections for each of the following:
 1. Type of Emergency
 2. Emergency Instructions
 3. Emergency Procedures
- B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment and component.
 1. Fire.
 2. Water leak.
 3. Water outage.
 4. System, subsystem, or equipment failure.
- C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier and signals. Include

responsibilities of Owner's operating personnel for notification of Installer, supplier and manufacturer to maintain warranties.

D. Emergency Procedures: Include the following, as applicable.

1. Instructions on stopping.
2. Shutdown instructions for each type of emergency.
3. Operating instructions for conditions outside normal operating limits
4. Required sequences for electric or electronic systems.
5. Special operating instructions and procedures.

OPERATIONS MANUALS:

A. In addition to requirements in this Section, include operation data required in individual sections and the following information:

1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
2. Performance and design criteria, if Contractor has delegated design responsibility.
3. Operating standards,
4. Operating procedures.
5. Operating logs.
6. Wiring diagrams.
7. Control diagrams.
8. Piped system diagrams.
9. Precautions against improper use.
10. License requirements including inspection and renewal dates.

B. Descriptions: Include the following:

1. Product name and model number. Use designations for products indicated on Contract Documents.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.

7. Performance curves.
 8. Engineering data and tests.
 9. Complete nomenclature and number of replacement parts.
- C. Operating Procedures: Include the following as applicable:
1. Startup Procedures.
 2. Equipment or system break-in procedures.
 3. Routine and normal operating instructions.
 4. Regulation and control procedures.
 5. Instructions on stopping.
 6. Normal shutdown instructions.
 7. Seasonal and weekend operating instructions.
 8. Required sequences for electric or electronic systems.
 9. Special operating instructions and procedures.
- D. Systems and Equipment controls: Describe the sequence of operation, and diagram controls as installed.
- E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

PRODUCT MAINTENANCE MANUALS:

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds as described below.
- B. Source information: List each product included in the manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- C. Product Information: Include the following as applicable:
 1. Product name and model number.
 2. Manufacturer's name.
 3. Color, pattern, and texture.
 4. Material and chemical composition.
 5. Reordering information for specially manufactured products.

- D. Maintenance Procedures: Include Manufacturer's written recommendations and the following:
 - 1. Inspection procedures.
 - 2. Types of cleaning agents to be used and methods of cleaning.
 - 3. List of cleaning agents and methods of cleaning detrimental to product.
 - 4. Schedule for routine cleaning and maintenance.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include lists of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

SYSTEMS AND EQUIPMENT MAINTENANCE

List each system, subsystem, and piece of equipment included in the manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or scheduled designation or identifier where applicable.

- A. Manufacturers' maintenance Documentation: Manufacturer's maintenance documentation including the following information for each component part or piece of equipment.
 - 1. Standard maintenance instructions and bulletins.
 - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement and assembly.
 - 3. Identification and nomenclature of parts and components.
 - 4. List of items recommended to be stocked as spare parts.
- B. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
 - 1. Test and inspection instructions.
 - 2. Troubleshooting guide
 - 3. Precautions against improper maintenance.
 - 4. Disassembly; component removal, repair and replacement and reassembly instructions.
 - 5. Aligning, adjusting and checking instructions.
 - 6. Demonstration and training video recording, if available.

- C. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
 - 1. Scheduled maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
 - 2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- D. Spare parts List and Source information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufactures' maintenance documentation and local sources of maintenance materials and related services.
- E. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

OTHER GENERAL MANUAL INFORMATION:

- A. Operation and Maintenance Documentation Director: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.
- B. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- C. Product Maintenance Manual: Assemble complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- D. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
 - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
 - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- E. Manufacturer's Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data includes more than one items in a tabular format, identify each items using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
 - 1. Prepare supplementary text if manufacturers' standard printed data to illustrate control sequence and flow diagrams. Coordinate these drawings

with information contained in record Drawings to ensure correct illustration of completed installation.

PROJECT RECORD DOCUMENTS (DIVISION 01, Section 017839)

This section includes administrative and procedural requirements for project record documents, including the following:

1. Record Drawings.
 2. Record Specifications.
 3. Record Product Data.
 4. Building Information Management (BIM) System
- A. Related Requirements:
1. "Closeout Procedures" for general closeout procedures.
 2. "Operation and Maintenance Data: for operation and maintenance manual requirements.

CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
1. Submit 2 set(s) of marked-up record prints.
 2. Submit copies of Record Drawings as follows:
 - a. Initial Submittal:
 - 1) Submit 1 paper copy-set(s) of marked-up record prints.
 - 2) Submit PDF electronic files of scanned record prints and one of file prints.
 - 3) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
 - b. Final Submittal:
 - 1) Submit three paper-copy set(s) of marked up record prints.
 - 2) Submit PDF electronic files of scanned record prints and three set(s) of prints.
 - 3) Print each drawing, whether or not changes and additional information were recorded.
- B. Record Specifications: Submit three paper copies and annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit three paper copies and annotated PDF electronic files and directories of each submittal.

*Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

- D. Reports: Submit written report indicating items incorporated into project record documents concurrent with progress of the Work, including revisions, concealed conditions, field changes, product selections, and other notations incorporated.

RECORD DRAWINGS

Record prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.

- A. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - 1. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - 2. Accurately record information in an acceptable drawing technique.
 - 3. Record data as soon as possible after obtaining it.
 - 4. Record and check the markup before enclosing concealed installations.
 - 5. Cross-reference record prints to corresponding archive photographic documentation.
- B. Content: Types of items requiring marking include, but are not limited to the following:
 - 1. Dimensional changes to Drawings.
 - 2. Revisions to details shown on Drawings.
 - 3. Depths of foundations below first floor.
 - 4. Locations and depths of underground utilities
 - 5. Revisions to routing of piping and conduits.
 - 6. Revisions to electrical circuitry and controls including low voltage
 - 7. Actual equipment locations.
 - 8. Duct size and routing.
 - 9. Locations of concealed internal utilities.
 - 10. Changes made by Change Order or work change Directive.
 - 11. Changes made following Architect's written orders.

12. Details not on the original Contract Drawings.
13. Field records for variable and concealed conditions.
14. Record information on the Work that is shown only schematically.

Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.

Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.

Mark important additional information that was either shown schematically or omitted from original Drawings.

Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

- C. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
 1. Format: Annotated PDF electronic file with comment function enabled.
 2. Incorporate changes and additional information previously marked on record prints. Delete, redrawn and add details and notations where applicable.
 3. Refer instances of uncertainty to Architect for resolution.
 4. Architect will furnish Contractor one set of digital data files of the contract Drawings for use in recording information.
 - a. Architect will provide data file layer information. Record markups in separate layers.
- D. Format: identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
 1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Format: Annotated PDF electronic file with comment function enabled.
 3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification.

4. Identification: As follows:
 - a. Project name
 - b. Date
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect
 - e. Name of Construction Manager

RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished including substitutions and product options selected
 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 4. For each principal product, indicate whether record Product Data has been submitted in operation as record Product Data.
 5. Note related Change Orders, record Product data, and record Drawings where applicable.
- B. Format: Submit record Specifications as annotated PDF electronic file or scanned PDF electronic file(s) of marked-up paper copy of Specifications.

RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 3. Note related Change Orders, record Specifications, and record Drawings where applicable.
- B. Format: Submit record Product Data as annotated PDF electronic file and scanned PDF electronic file(s) of marked-up paper copy of Product Data.
 1. Include record Product Data directory organized by Specification Section number and title, electronically linked to each items of record Product Data.

RECORD AND MAINTENANCE

Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until the end of Project.

Provide access to project record documents for Architect's and owner's reference during normal working hours.

DEMONSTRATION AND TRAINING

Administrative and procedural requirements for instructing Owner's personnel, including the following:

1. Demonstration of operation of systems, subsystems, and equipment
2. Training in operation and maintenance of systems, subsystems, and equipment.
3. Demonstration and training video recordings.

Closeout Submittals

A. Demonstration and Training Video Recordings: Submit two copies within seven days of end of each training module.

1. Identification: On each copy, provide an applied label with the following information:
 - a. Name of Project.
 - b. Name and address of videographer.
 - c. Name of Architect.
 - d. Name of Construction Manager.
 - e. Name of Contractor.
 - f. Date of video recording.
2. Transcript: Prepared and bound in format matching operation and maintenance manuals. Mark appropriate identification of front and spine of each binder. Include a cover sheet with same label information as the corresponding video recording. Include name of Project and date of video recording on each page.
3. Transcript: Prepared in PDF electronic format. Include a cover sheet with the same label information as the corresponding video recording and a table of contents with links to corresponding training components. Include name of Project and date of video recordings on each page.
4. At completion of training, submit complete training manual(s) for Owner's use.
5. Videographer Qualifications: A professional videographer who is experienced photographing demonstration and training events similar to those required.
6. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.
7. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

Instruction Program

Program Structure: Develop an instruction program that includes individual training modules for each system, as required.

1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
 - a. System, subsystem, and equipment descriptions.
 - b. Performance and design criteria if Contractor is delegated design responsibility.
 - c. Operating standards.
 - d. Regulatory requirements.
 - e. Equipment function.
 - f. Operating characteristics.
 - g. Limiting conditions.
 - h. Performance curves.

2. Documentation: Review the following items in detail:
 - a. Emergency manuals.
 - b. Operations manuals.
 - c. Maintenance manuals.
 - d. Project record documents.
 - e. Identification systems.
 - f. Warranties and bonds.
 - g. Maintenance service agreements and similar continuing commitments.

3. Emergencies: Include the following, as applicable:
 - a. Instructions on meaning of warnings, trouble indications, and error messages.
 - b. Instructions on stopping.
 - c. Shutdown instructions for each type of emergency.
 - d. Operating instructions for conditions outside of normal operating limit.
 - e. Sequences for electric or electronic systems.
 - f. Special operating instructions and procedures.

4. Operations: Include the following, as applicable:
 - a. Startup procedures.
 - b. Equipment or system break-in procedures.
 - c. Routine and normal operating instructions.
 - d. Regulation and control procedures.
 - e. Control sequences.
 - f. Safety procedures.
 - g. Instructions on stopping.

- h. Normal shutdown instructions.
 - i. Operating procedures for emergencies.
 - j. Operating procedures for system, subsystem, or equipment failure.
 - k. Seasonal and weekend operating instructions.
 - l. Required sequences for electric or electronic systems.
 - m. Special operating instructions and procedures.
5. Troubleshooting: Include the following:
- a. Diagnostic instructions
 - b. Test and inspection procedures.
6. Maintenance: Include the following:
- a. Inspection procedures.
 - b. Types of cleaning agents to be used and methods of cleaning.
 - c. List of cleaning agents and methods of cleaning detrimental to product.
 - d. Procedures for routine cleaning.
 - e. Procedures for preventive maintenance.
 - f. Procedures for routine maintenance.
 - g. Instruction on use of special tools.

Demonstration and Training Video Recordings

General: Engage a qualified commercial videographer to record demonstration and training video recordings. Record each training module separately. Include instructions and demonstrations, board diagrams, and other visual aids, but not student practice.

At beginning of each training module, record each chart containing learning objective and lesson outline.

Video: Provide minimum 640 X 480 video resolution converted to mp4 format file type or a format file type acceptable to Owner, on electronic media.

1. Electronic Media: Read-only format compact disc acceptable to Owner, with commercial-grade graphic label.
2. File Names: Utilize file names based upon name of equipment generally described in video segment, as identified in Project specifications.
3. Contractor and Installer Contact File: Using appropriate software, create a file for inclusion on the Equipment Demonstration and Training DVD that describes the following for each Contractor involved on the Project, arranged according to Project table of contents:
 - a. Name of Contractor/Installer.
 - b. Business address.
 - c. Business phone number.

- d. Point of contact.
- e. E-mail address.

Recording: Mount camera on tripod before starting recording, unless otherwise necessary to adequately cover area of demonstration and training. Display continuous running time.

1. Film training session(s) in segments not to exceed 15 minutes.
 - a. Produce segments to present a single significant piece of equipment per segment.
 - b. Organize segments with multiple pieces of equipment to follow order of Project Manual table of contents.
 - c. Where a training session on a particular piece of equipment exceeds 15 minutes, stop filming and pause training session. Begin training session again upon commencement of new filming segment.

Light Levels: Verify light levels are adequate to properly light equipment. Verify equipment markings are clearly visible prior to recording.

1. Furnish additional portable lighting as required.

Preproduced Video Recordings: Provide video recordings used as a component of training modules in same format as recordings of live training.

CONSTRUCTION CLEANING

Part 1 – General

1.01 Related work

- a. The Drawings and provisions of the General Conditions, Supplementary Conditions and the Sections included under Division 1, General requirements are included as part of this Section as though bound herein.

1.02 Summary

- a. The Contractor shall act on behalf of the Owner pertaining to the clean-up responsibilities that are a part of the Contractor's Work. "Cleaning-Up," included in the General Conditions and the statement concerning cleaning-up which is included in the Scope of Work.

1.03 Daily Cleaning

- a. Contractor shall remove his trash and debris to on site disposal units (Dumpsters) to guard against fire and safety hazards as well as to provide a more efficient construction operation. If this cleaning is not performed to the satisfaction of the Owner and the Architect, it will be performed for the Contractor at his expense.

1.04 Routine cleaning

- a. Each Friday afternoon, or as directed by Owner, Contractor shall perform an overall cleanup of the Project, including a broom cleaning of appropriate surfaces. The trades shall remove their trash and debris from the building site to the trash collection location promptly upon its accumulation and in no event later than the Contractor's regular Friday general cleanup. The Contractor shall provide a suitable location on the site with a sufficient quantity of trash bins and shall be responsible for the removal of trash from the site. If this cleaning is not performed to the satisfaction of the Owner and the Architect, it will be performed for the Contractor at his expense.

1.05 Final Cleaning

- a. Contractor shall perform an overall cleanup of the entire site, including a broom cleaning and dusting of appropriate surfaces. Vacuuming of carpets, three coats of wax to VCT flooring and buffing of rubber flooring. The trades shall remove their trash and debris from the building and site to the legal trash collection location.

b. If this cleaning is not performed to the satisfaction of the Owner and the Architect, it will be performed for the Contractor at his expense.

c. Contractor shall also provide special/institutional cleaning as part of the final cleaning. This work shall be sub-contracted to a professional cleaning service.

1.06 Trash Container(s)

- a. The Contractor shall provide dumpster type trash container(s) that are adequately sized for the waste, debris and trash for the life of the Project.
- b. The Contractor shall legally dispose of container(s) contents weekly or at more frequent intervals if required by inadequate container capacity.
- c. Oily and/or other volatile waste and trash shall not be placed in the standard trash containers, but shall be stored in separate approved containers in an exterior location at least 100 feet from the building until legally disposed offsite.

1.07 Cleaning Safety Requirements

- a. Comply with authorities having jurisdiction and AGC recommendations. Submit and make available MSDS information on each cleaning product on the project site.
- b. Hazards Control:
 - 1. Store volatile wastes in covered metal containers and remove from premises daily.
 - 2. Prevent accumulation of wastes which create hazardous conditions.
 - 3. Provide adequate ventilation during use of volatile or noxious substances.
- c. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
 - 1. Do not burn or bury trash and waste materials on project site.
 - 2. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
 - 3. Do not dispose of wastes into streams or waterways.

Part 2 – Products

2.01 Materials

- a. Use only cleaning materials recommended by manufacturer or surface to be cleaned.
- b. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

3.01 Daily Cleaning

- a. Contractor shall execute cleaning to ensure that building, grounds, and public properties are maintained free from accumulations of waste materials and trash.
- b. Daily, during progress of work, clean site and public properties and dispose of waste materials, debris and trash in dumpster type trash container provided under this Section.

- c. Schedule cleaning operation so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.
- d. Place no new work on dirty surfaces.
- e. No construction debris shall be buried into walls, partitions or ceilings.

3.02 Routine Cleaning

- a. Weekly or at more frequent intervals if work activities justify same, perform the following cleaning. This includes all dirt, dust, debris not identifiable as part of a Contract. Broom clean floor and paved surfaces; rake clean other surfaces of ground.
- b. Maintain cleaning throughout the life of the Project.
- c. Should the Contractor fail in the performance of this Work, the Owner may perform such Work and back charge the Contractor.

3.03 Final Cleaning

- a. Contractor shall perform his respective final cleanup and shall leave the Work of the complete Project in clean, neat condition.
 - b. Employ experienced cleaning company for final cleaning.
 - c. The following are examples, but not by the way of limitation, of cleaning levels required:
 1. Remove labels which are not required as permanent labels.
 2. Clean transparent materials, including mirrors and window/door glass to a polished condition, removing substances which are noticeable as vision-obscuring materials. Replace broken new or existing glass materials damaged during construction. Clean both interior and exterior of windows.
 3. Clean exposed exterior and interior hard – surfaced finishes to a dirt-free condition, free of dust, stains, films and similar noticeable distracting substances.
 - a. Except as otherwise indicated, avoid disturbance of natural weathering of exterior surfaces. Restore reflective surfaces to original reflective condition.
 4. Wipe surfaces of mechanical and electrical equipment clean, including elevator equipment and similar equipment; remove excess lubrication and other substances.
 5. Remove debris and surface dust from limited-access spaces including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics and similar spaces.
 6. Clean concrete floors in unoccupied spaces broom clean.

7. Vacuum clean carpeted surfaces and similar soft surfaces.
8. Clean plumbing fixtures to sanitary condition, free of stains, including those resulting from water exposure.
9. Clean light fixtures and lamps so as to function with full efficiency.
10. Clean project site (hard and grounds), including landscape development areas of litter and foreign substances. Sweep paved areas to a broom-clean condition, remove stains, petro-chemical spills and other foreign deposits. Rake grounds which are neither planted nor paved to a smooth, even textured surface.
11. Clean out storm drains and catch basins.
12. Final floor maintenance (sweeping, mopping, sealing, and waxing).
 - a. VCT Flooring to have three coats of wax applied prior to owner acceptance.
 - b. Rubber flooring to be buffed as noted by manufacturer prior to owner acceptance.
13. Cleaning of surfaces with detergent or mild chemical solvent type cleaners as required to remove dirt and stains. Verify compatibility of cleaners and surfaces prior to use.
14. Dusting and waxing of finished surfaces (example casework, countertops, window trim and other equipment and furniture items).
15. Coordinate with Owners maintenance staff for normal cleaning procedures used to assure compatibility.
16. Replace all air filters, clean exposed surfaces of diffusers, registers, and grills.
 - a. Clean HVAC systems in compliance with NADCA standards 1992-01. Provide written report on completion.
 - b. Remove smoke and fire alarm covers.

ATTACHMENTS - (pdf documents)

LOCATED ON THE SHAREPOINT SITE; PROVIDED UPON REQUEST TO THE VENDOR

Acoustical panel ceiling tiles- Armstrong

1. AED_Zoll_Plus
2. AED_ZOLL_Heartsmart
3. Asphalt Paving
4. Chain Link Fences and Gates
5. Dedication Plaque Specifications
6. Hurricane Exeter "Storm Shield" Windows specifications
7. Final Reconciliation, Warranty Period Declaration and Contractors Affidavit
8. Fire Resistant Glazing
9. Florida Power and Light "Business Programs and Services" (REBATES)
10. Manatee County Graphic Standard (Logo)
11. NEMA Type 3R Power Vented Outdoor Enclosure (w/built in fan)-IT pole cabinets
12. Radial Rubber Tile Maintenance - Flexco
13. Record Drawings (Lift Stations, New Fire Station Buildings)
14. Roller Shades - Hunter Douglas
15. ROPPE – Rubber & Vinyl Flooring
16. SaniGLAZE CSI specs for Newly Grouted Tiles
17. Security Camera Installation – Manatee County Procedure
18. Standard Data/Voice Cabling Requirements and CableSpec photos
19. TERMITE PROTECTION IN BUILDINGS
20. Termiticides Registered in Florida
21. TRUEGRID PRO PLUS_Product Specifications
22. TRUEGRID Technical Specifications_CSI
23. TRUEGRID_Specs
24. ZOLL AED Plus Brochure (9656-0156)

Lighting-Electrical

25. Automatic Transfer Switches
26. Day Light Harvesting Made Easy
27. LED Area Lights – GE Evolve
28. LED Area/Parking - RAB
29. LED Flood Lights – 23”
30. LED Wall Pack lighting
31. IT Pole Cabinets
32. Low Bay LED Lighting – GE Albeo
33. Standard Data-Voice Cabling
34. USB charger receptacles - Leviton

Restrooms-Plumbing

35. Clothes Hook – Bobrick
36. Electronic Hand Washing Faucet - Optima
37. HandDryer- Xlerator TechSheet
38. Partitions Phenolic Overhead Braced – Bradley
39. Rear Spud Floor Mount Toilets – Sloan
40. Rear Spud Floor Mount ADA Compliant Toilets _ Sloan
41. Reversible Folding Shower Seat - Bobrick
42. Sloan_Optima_Sensor Activated Flushometer
43. Sloan Royal_Concealed Sensor Activated Flushometer
44. Soap Dispenser - Micrell 800 Series
45. Shower Curtain Hook – Bobrick
46. Shower Curtain Rod with Concealed Mounting – Bobrick
47. Shower Heads – Act-O-Matic - Sloan
48. Vinyl Shower Curtain – Bobrick
49. Water free Urinal Spec__WES-5000

ATTACHMENT F, SAMPLE AGREEMENT



AGREEMENT No. [ENTER NUMBER]

[ENTER TITLE]

between

**MANATEE COUNTY
(COUNTY)**

and

**[ENTER CONSULTANT NAME]
(CONSULTANT)**

SAMPLE

AGREEMENT FOR [INSERT TYPE OF SERVICE]

THIS AGREEMENT is made and entered into as of this _____ day of _____, 20____, by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, (“**COUNTY**”), with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and [**INSERT COMPANY NAME**], a [<enter the state of incorporation> and identify if it is a Company, Corporation, Limited Liability Company, etc.], (“**CONSULTANT**”) with offices located at [Insert address], and duly authorized to conduct business in the State of Florida. COUNTY and CONSULTANT are collectively referred to as the “Parties” and individually as “Party.”

WHEREAS, CONSULTANT engages in the business of providing [INSERT TYPE OF SERVICE]; and

WHEREAS, COUNTY has determined that it is necessary, expedient and in the best interest of COUNTY to retain CONSULTANT to render the professional services described in this Agreement; and

WHEREAS, this Agreement is a result of CONSULTANT’S submission of a proposal in response to Request for <Proposals/Qualifications No. XXXX> and COUNTY thereafter conducted a competitive selection process OR procurement process in accordance with the Manatee County Procurement Code.

NOW, THEREFORE, the COUNTY and CONSULTANT, in consideration of the mutual covenants, promises, and representations contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1. SCOPE OF SERVICES

CONSULTANT shall provide professional services as described in Exhibit A, Scope of Services. “Task” as used in this Agreement, refers to particular categories/groupings of services specified in Exhibit A.

ARTICLE 2. EXHIBITS INCORPORATED

This Agreement consists of a primary contract and <number> exhibits, which are as follows:

- Exhibit A** Scope of Services
- Exhibit B** Fee Rate Schedule
- Exhibit C** Affidavit of No Conflict
- Exhibit D** Insurance and Bond Requirements

These Exhibits are attached hereto and are incorporated into this Agreement. In the event of a conflict between the terms and conditions provided in the Articles of this Agreement and any Exhibit, the provisions contained within these Articles shall prevail unless the Exhibit specifically states that it shall prevail.

ARTICLE 3. AGREEMENT TERM

- A. This Agreement shall commence on the date of execution by COUNTY (“Effective Date”). This Agreement shall remain in force until all Work Assignments issued during the effective period of this Agreement are completed, unless terminated by COUNTY pursuant to Article 12, but not to exceed [Insert number of years].
- B. COUNTY reserves the right to extend the initial term of number of years for an additional number of years not to exceed a total of number of years.

ARTICLE 4. COMPENSATION

Compensation payable to CONSULTANT for services rendered and expenditures incurred in providing the services specified in **Exhibit A** shall be the fee rates specified in **Exhibit B** which shall be the total compensation for services and shall contain all costs to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.

ARTICLE 5. INVOICES AND TIME OF PAYMENT

- A. Subject to the provisions of this Agreement, COUNTY shall pay CONSULTANT for the services specified in **Exhibit A** at a rate of compensation according to the deliverable payment schedule stated in **Exhibit B**.
- B. COUNTY shall approve all invoices prior to payment.
- C. When CONSULTANT seeks payment for any deliverable or reimbursable expense, it shall provide COUNTY with an invoice that includes a description of authorized work performed and/or expense incurred, and the total unpaid compensation CONSULTANT represents as being due and owing as of the invoice date. All invoices shall include the number which COUNTY shall assign to this Agreement and will be provided to CONSULTANT in writing, upon execution of this Agreement.
- D. If any Task requires units of deliverables, such units must be received and accepted in writing by the COUNTY prior to payment.
- E. COUNTY shall have forty-five (45) days from the receipt of an invoice seeking payment of fees or costs to either pay the invoice, or notify CONSULTANT that the deliverable, or any part thereof, is unacceptable, and/or that any asserted expense is not reimbursable.
- F. COUNTY shall have the right to retain from any payment due CONSULTANT under this Agreement, an amount sufficient to satisfy any amount of liquidated damages due and owing to COUNTY by CONSULTANT on any other Agreement between

CONSULTANT and COUNTY.

- G. If any Work Assignment requires units of deliverables, then such units must be received and accepted in writing by the COUNTY prior to payment.
- H. All costs of providing the services shall be the responsibility of CONSULTANT, with the exception of reimbursement by COUNTY for costs deemed reimbursable in **Exhibit B**.
- I. Any dispute between COUNTY and CONSULTANT with regard to the percentage of the Work Assignment that has been completed or CONSULTANT'S invoice shall be resolved pursuant to the dispute resolution procedures established by Manatee County Procurement Code and Article 14 of this Agreement.

ARTICLE 6. RESPONSIBILITIES OF CONSULTANT

- A. CONSULTANT shall appoint an Agent with respect to the services to be performed by CONSULTANT pursuant to this Agreement. CONSULTANT'S Agent shall have the authority to make representations on behalf of CONSULTANT, receive information, and interpret and define the needs of CONSULTANT and make decisions pertinent to services covered by this Agreement. CONSULTANT'S Agent shall have the right to designate other employees of CONSULTANT to serve in his or her absence. CONSULTANT reserves the right to designate a different agent, provided that COUNTY is given advance written notice thereof.
- B. CONSULTANT shall perform the work in accordance with the terms and conditions of this Agreement.
- C. CONSULTANT shall ensure that all employees assigned to render services under this Agreement are duly qualified, registered, licensed or certified to provide the services required.
- D. CONSULTANT shall be responsible for collecting all existing data required for the successful completion of each task.
- E. CONSULTANT shall not engage in any obligations, undertakings, contracts or professional obligations that create a conflict of interest, or even an appearance of a conflict of interest, with respect to the services provided pursuant to this Agreement. CONSULTANT attests to this via an Affidavit of No Conflict, **Exhibit D**.
- F. CONSULTANT shall be entitled to rely upon information provided from COUNTY. Information includes, but is not limited to, additional services, consultations, investigations, and reports necessary for the execution of CONSULTANT'S work under this Agreement. CONSULTANT shall be fully responsible for verifying, to the extent practicable, documents and information provided by COUNTY and identifying any obvious deficiencies concerning the documents and information provided. CONSULTANT shall notify COUNTY of any errors or deficiencies noted in such information provided and assist, to the extent practicable, COUNTY in the

identification and resolution of same. CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed under this Agreement.

- G. CONSULTANT shall be responsible for the professional quality technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.
- H. CONSULTANT shall maintain an adequate and competent staff of professionally qualified persons during the term of this Agreement for the purpose of rendering the required services hereunder. CONSULTANT shall not sublet, assign or transfer any services under this Agreement without prior written consent of COUNTY.
- I. COUNTY may require in writing that CONSULTANT remove from the project any of CONSULTANT'S personnel that COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in compensation or agreement term based on COUNTY'S use of this provision will be valid.

ARTICLE 7. RESPONSIBILITIES OF COUNTY

- A. COUNTY shall, through its County Administrator, appoint an individual to serve as County Representative. The County Representative shall have the authority to transmit instructions, receive information, interpret and define the policy of COUNTY and make decisions pertinent to services covered by this Agreement. COUNTY reserves the right to designate a different County Representative, provided that CONSULTANT is given written notice thereof.
- B. COUNTY shall make available, at no cost to CONSULTANT, information relative to the project that is useful in the performance of the Scope of Services.
- C. COUNTY shall provide prompt notice to CONSULTANT whenever COUNTY observes or otherwise becomes aware of any defect in the performance of work under this Agreement.
- D. COUNTY shall give careful and reasonable consideration to the findings and recommendations of CONSULTANT and shall respond and issue notices to proceed in a timely manner.
- E. COUNTY personnel shall be available on a time-permitting basis, where required and necessary to assist CONSULTANT. The availability and necessity of said personnel to assist CONSULTANT shall be at the discretion of COUNTY.
- F. COUNTY shall perform the responsibilities enumerated in this Article at no cost to CONSULTANT.

ARTICLE 8. COUNTY'S PROJECT MANAGER

The Project Manager shall be appointed to represent COUNTY in all technical matters pertaining to and arising from the work and performance of this Agreement. The Project Manager shall have the following responsibilities:

- A. The examination of all reports, sketches, drawings, estimates, proposals, and any other documents provided by CONSULTANT.
- B. Providing CONSULTANT written decisions of COUNTY'S approval or disapproval of these documents within a reasonable time.
- C. Transmission of instructions, receipt of information, and interpretation of COUNTY policies and decisions with respect to design, materials and other matters pertinent to the services provided under this Agreement.
- D. Provide CONSULTANT with prompt written notice whenever COUNTY observes, or otherwise becomes aware of, any defects or changes necessary in a project.

ARTICLE 9. COUNTY OWNERSHIP OF WORK PRODUCT

The Parties agree that COUNTY shall have exclusive ownership of all reports, documents, designs, ideas, materials, reports, concepts, plans, creative works, and other work product developed for or provided to COUNTY in connection with this Agreement, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively "the Intellectual Property"). CONSULTANT hereby assigns and transfers all rights in the Intellectual Property to COUNTY. CONSULTANT further agrees to execute and deliver such assignments and other documents as COUNTY may later require to perfect, maintain and enforce COUNTY'S rights as sole owner of the Intellectual property, including all rights under patent and copyright law.

ARTICLE 10. TERMINATION OF AGREEMENT

A. TERMINATION FOR CAUSE:

1. COUNTY shall have the right, by written notice to CONSULTANT, to terminate this Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement (Work Assignments, if applicable), to include:
 - i. Failure to provide products or services that comply with the specifications herein or
 - ii. that fail to meet COUNTY'S performance standards;
 - iii. Failure to deliver the supplies or perform the services within the time specified in the
 - iv. Work Assignments; or
 - v. Progress that is at a rate that disrupts the overall performance of this Agreement.

2. Prior to termination for default, COUNTY shall provide adequate written notice to CONSULTANT, affording CONSULTANT the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.
3. Such termination may also result in suspension or debarment of CONSULTANT in accordance with Manatee County's Procurement Ordinance, Chapter 2-26. CONSULTANT shall be liable for any damage to COUNTY resulting from CONSULTANT'S default of the Agreement. This liability includes any increased costs incurred by COUNTY in completing contract performance.
4. In the event of termination of this Agreement, CONSULTANT shall be liable for any damage to COUNTY resulting from CONSULTANT'S default of this Agreement. This liability includes any increased costs incurred by COUNTY in completing performance under this Agreement.
5. In the event of termination by COUNTY for any cause, CONSULTANT shall not have any right or claim against COUNTY for lost profits or compensation for lost opportunities. After a receipt of COUNTY'S Notice of Termination and except as otherwise directed by COUNTY, CONSULTANT shall:
 - a. Stop work on the date and to the extent specified;
 - b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work;
 - c. Transfer all work in process, completed work, and other materials related to the terminated work as directed by COUNTY; and
 - d. Continue and complete all parts of that work that have not been terminated.

B. TERMINATION WITHOUT CAUSE

COUNTY may terminate this Agreement, in whole or in part, or individual Work Assignments without cause. COUNTY shall provide CONSULTANT a written "Notice of Intent to Terminate" thirty (30) days prior to the date of termination. If this Agreement is terminated by the COUNTY without cause, CONSULTANT shall be entitled to payment for all services performed to the satisfaction of the COUNTY and all expenses incurred under this Agreement prior to termination, less any costs, expenses or damages due to the failure of the CONSULTANT to properly perform pursuant to this Agreement. CONSULTANT shall not be entitled to any other compensation, including anticipated profits on unperformed services.

ARTICLE 11. TRANSITION SERVICES UPON TERMINATION

Upon termination or expiration of this Agreement, CONSULTANT shall cooperate with COUNTY to assist with the orderly transfer of the services provided by CONSULTANT to COUNTY. Prior to termination or expiration of this Agreement, COUNTY may require CONSULTANT to perform and, if so required, CONSULTANT shall perform, certain transition services necessary to shift the services of CONSULTANT to another provider or to COUNTY itself as described below (the "Transition Services"). The Transition Services may include but shall not be limited to:

- A. Working with COUNTY to jointly develop a mutually agreed upon Transition Services plan to facilitate the termination of the services;
- B. Executing the Transition Services plan activities;
- C. Answering questions regarding the services on an as-needed basis; and
- D. Providing such other reasonable services needed to effectuate an orderly transition to a new service provider or to COUNTY.

ARTICLE 12. DISPUTE RESOLUTION

Disputes shall be resolved in accordance with the Manatee County Purchasing Code (Chapter 2-26 of the Manatee County Code of Ordinances). Any dispute resolution constituting a material change in this Agreement shall not be final until an amendment to this Agreement has been approved and executed by the County Purchasing Official. If such dispute involves the percentage of the work completed by CONSULTANT, COUNTY shall, as promptly and reasonably as possible after resolution of such dispute, forward payment to CONSULTANT of any amount that is determined to be owed by the COUNTY.

CONSULTANT agrees it must exhaust all dispute resolution procedures set forth in Manatee County's Purchasing Code prior to instituting any action in state or federal court or before any administrative agency or tribunal.

ARTICLE 13. COMPLIANCE WITH LAWS

All services rendered or performed by CONSULTANT pursuant to the provisions of this Agreement shall be in compliance with all applicable local, state and federal laws and ordinances. CONSULTANT shall have and keep current at all times during the term of this Agreement all licenses and permits as required by law.

ARTICLE 14. NON-DISCRIMINATION

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, disability or age, and will take affirmative action to ensure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, color or national origin. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining (including apprenticeship and on-the-job training).

No person in the United States shall, on the grounds of race, color or national origin be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement.

ARTICLE 15. MAINTENANCE OF RECORDS; AUDITS; LICENSES

- A. CONSULTANT shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by COUNTY to assure proper accounting of funds and compliance with the provisions of this Agreement.
- B. CONSULTANT shall provide COUNTY all information, reports, records and documents required by this Agreement or by COUNTY ordinances, rules or procedures, or as needed by COUNTY to monitor and evaluate CONSULTANT'S performance. Such materials shall also be made available to COUNTY upon request for auditing purposes. Inspection or copying will occur during normal business hours, and as often as COUNTY may deem necessary. COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or CONSULTANT made by any local, state or federal agency. To the extent such materials are in the possession of a third party, CONSULTANT must obtain them from that third party, or certify in writing to COUNTY why it was unable to do so. CONSULTANT shall retain all records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least three (3) years after the termination date.
- C. CONSULTANT shall obtain any licenses required to provide the Scope of Services and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to COUNTY within ten (10) days of receipt by CONSULTANT. CONSULTANT shall immediately notify COUNTY if the required licenses of any of its principles or agents working on this Agreement are terminated, suspended, revoked or are otherwise invalid and/or are no longer in good standing.

ARTICLE 16. PUBLIC RECORDS

Pursuant to Florida Statute §119.0701, to the extent CONSULTANT is performing services on behalf of COUNTY, CONSULTANT shall:

- A. Keep and maintain public records that would ordinarily be required by COUNTY to perform the service.
- B. Upon request from COUNTY'S custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if CONSULTANT does not transfer the records to COUNTY.

D. Upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession of CONSULTANT or keep and maintain public records required by COUNTY to perform the service. If CONSULTANT transfers all public records to COUNTY upon completion of this Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of this Agreement, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Phone: 941.742.5845

Email: Debbie.Scaccianoce@manatee.org

Mail or hand delivery:

Attn: Records Manager

1112 Manatee Avenue West

Bradenton, FL 34205

ARTICLE 17. INDEMNIFICATION

The CONSULTANT shall indemnify and hold harmless COUNTY, its officers, and employees from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its personnel, design professionals and other persons employed or utilized by the CONSULTANT in the performance of this Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to COUNTY. Such indemnification shall include the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs. COUNTY reserves the right to defend itself with its own counsel or retained counsel at CONSULTANT's expense.

ARTICLE 18. NO WAIVER OF SOVEREIGN IMMUNITY

Nothing herein shall be interpreted as a waiver by COUNTY of its rights, including the limitations of the waiver of immunity as set forth in Florida Statutes § 768.28, or any other statutes or immunities. COUNTY expressly reserves these rights to the full extent allowed by law.

ARTICLE 19. INSURANCE

- A. CONSULTANT shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) insurance policies that comply with the Insurance Requirements, attached as **Exhibit E**, during the term of this Agreement, to include any renewal terms.
- B. Certificates of Insurance and copies of policies evidencing the insurance coverage specified in **Exhibit E** shall be filed with the Purchasing Official before the Effective Date of this Agreement. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement, and shall name Manatee County as an additional insured. No changes shall be made to the insurance coverage without prior written approval by COUNTY'S Risk Management Division.
- C. Insurance shall remain in force for at least three (3) years after completion of services under this Agreement in the amounts and types of coverage as required by **Exhibit E**, including coverage for all products and services completed under this Agreement.
- D. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by CONSULTANT and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration.

ARTICLE 20. SOLICITATION OF AGREEMENT

CONSULTANT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability, or at its discretion, to deduct from this Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 21. ASSIGNMENT AND SUBCONTRACTING

CONSULTANT shall not assign or transfer any right or duty under this Agreement to any other party without the prior written consent of COUNTY. In the event CONSULTANT asserts it is necessary to utilize the services of third parties to perform any service under this Agreement, CONSULTANT shall first obtain prior written approval of COUNTY.

Approval to utilize any third party shall not relieve CONSULTANT from any direct liability or responsibility to COUNTY pursuant to the provisions of this Agreement, or obligate COUNTY to make any payments other than payments due to CONSULTANT as outlined in this Agreement. All terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

Assignment, pledging, sale, transfer or encumbering of any interest or rights under this Agreement, to anyone other than the CONSULTANT, without the prior written consent of the COUNTY, shall be grounds for immediate termination of this Agreement.

ARTICLE 22. CERTIFICATION OF NON-PAYMENT OF COMMISSION OR GIFT

CONSULTANT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability or at its discretion to deduct from the agreement price consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 23. KEY PERSONNEL

The following key personnel are hereby assigned to this Agreement by CONSULTANT:

Enter Name, Title

CONSULTANT shall not remove such key personnel from providing the services contemplated by this Agreement; provided, however, that the removal of such personnel due to their incapacity, voluntary termination, or termination due to just cause will not constitute a violation of this Agreement. The COUNTY will require that, at a minimum, any proposed replacement have equal or greater qualifications and experience as the key personnel being replaced. CONSULTANT shall not make any personnel changes of the key personnel until written notice is made to and approved by the COUNTY.

ARTICLE 24. SUB-CONSULTANTS

If CONSULTANT receives written approval from the COUNTY to use the services of a sub-consultant(s), CONSULTANT shall utilize the sub-consultant fees specified in **Exhibit B**. CONSULTANT shall notify COUNTY of any replacements or additions to **Exhibit B** and receive prior written approval of COUNTY for replacements or additions before the use of the sub-consultant.

ARTICLE 25. PROFESSIONAL LIABILITY.

To the fullest extent allowed by law, the individuals performing professional services pursuant to this Agreement shall be personally liable for negligent acts or omissions. To the fullest extent allowed by law, CONSULTANT shall likewise be liable for negligent

acts or omissions in the performance of professional services pursuant to this Agreement.

ARTICLE 26. NOTICES

All notices, requests and authorizations provided for herein shall be in writing and shall be delivered by hand or mailed through the U.S. Mail, addressed as follows:

To COUNTY: Manatee County Government
Department
Attn:
Address
City, State, Zip Phone: (941)
Email:

To CONSULTANT: Consultant Name
Attn: Representative Name
Address
City, State, Zip
Phone: ()
Email:

ARTICLE 27. RELATIONSHIP OF PARTIES

The relationship of CONSULTANT to COUNTY shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to CONSULTANT or any of the officers, employees, personnel, agents, or sub-consultants of CONSULTANT any rights, interest or status as an employee of COUNTY. COUNTY shall not be liable to any person, firm or corporation that is employed by Agreements or provides goods or services to CONSULTANT in connection with this Agreement or for debts or claims accruing to such parties. CONSULTANT shall promptly pay, discharge or take such action as may be necessary and reasonable to settle such debts or claims.

ARTICLE 28. NO CONFLICT

By accepting award of this Agreement, CONSULTANT, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of duties or services required hereunder.

ARTICLE 29. ETHICAL CONSIDERATIONS

CONSULTANT recognizes that in rendering the services pursuant to the provisions of this Agreement, CONSULTANT is working for the residents of Manatee County, Florida, subject to public observation, scrutiny and inquiry; and based upon said recognition CONSULTANT shall, in all of its relationships with COUNTY pursuant to this Agreement, conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform the services. CONSULTANT shall be truthful in its communications with COUNTY

personnel regarding matters pertaining to this Agreement and the scope of services rendered to COUNTY.

ARTICLE 30. PUBLIC ENTITY CRIMES

CONSULTANT has been made aware of the Florida Public Entity Crimes Act, Florida Statutes § 287.133, specifically section 2(a), and COUNTY'S requirement that CONSULTANT comply with it in all respects prior to and during the term of this Agreement.

ARTICLE 31. TAXES

COUNTY is exempt from Federal Excise and State Sales Taxes (F.E.T. Exemption Certificate No. 59-78-0089K; FL Sales Tax Exemption Certificate No. 51-02-027548-53C). Therefore, CONSULTANT is prohibited from charging or imposing any sales or service taxes. Nothing herein shall affect CONSULTANT'S normal tax liability.

CONSULTANT shall be responsible for payment of federal, state, and local taxes which may be imposed upon CONSULTANT under applicable law to the extent that CONSULTANT is responsible for the payment of some under applicable law.

ARTICLE 32. FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure.

Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, hurricane, explosion, lack of or failure of transportation facilities, and law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Article, is beyond the control and without the fault or negligence of the party seeking relief under this Article.

ARTICLE 33. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any action filed regarding this Agreement will be filed only in Manatee County, Florida, or if in Federal Court, the Middle District of Florida, Tampa Division.

ARTICLE 34. ATTORNEY FEES

In the event of any litigation arising under the terms of this Agreement, each party shall be responsible for their own attorney's fees, including appellate fees, regardless of the outcome of the litigation.

ARTICLE 35. PATENT AND COPYRIGHT RESPONSIBILITY

Any material, design or supplied specified by CONSULTANT or supplied by CONSULTANT pursuant to this Agreement shall not knowingly infringe any patent or

copyright, and CONSULTANT shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by CONSULTANT in the performance of the professional [Enter Type of Service] services.

ARTICLE 36. AMENDMENTS

This Agreement and Exhibits referenced herein constitute the entire Agreement between the parties with respect to subject matter and mutually agree that no verbal agreements, representations, warranties or other understandings affecting the same exist. No amendment hereof shall be effective until and unless reduced to writing and executed by the parties. The parties shall execute any additional documents as may be necessary to implement and carry out the intent of this Agreement.

ARTICLE 37. SEVERABILITY

It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

ARTICLE 38. LEGAL REFERENCES

All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to "applicable law" and "general law" shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

ARTICLE 39. HEADINGS, CONSTRUCTION

The parties agree that they have each participated in the drafting of this Agreement and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Agreement. All articles and descriptive headings of paragraphs of this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE 40. TIME

For purposes of computing any period of number of days hereunder for notices or performance of ten (10) days or less, Saturdays, Sundays and holidays shall be excluded, unless otherwise stated.

ARTICLE 41. AUTHORITY TO EXECUTE

Each of the Parties hereto covenants to the other Party that it has lawful authority to enter into this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective as of the date set forth above.

CONSULTANT NAME

BY: _____

Printed Name: _____

Title: _____

Date: _____

**MANATEE COUNTY, a political subdivision
of the State of Florida**

Theresa Webb, M.A., CPPO, CPPB, CPSM
C.P.M., Procurement Official

Date: _____

SAMPLE

EXHIBIT A, SCOPE OF SERVICES

SAMPLE

EXHIBIT B, FEE RATE SCHEDULE

FEES

Fees for the goods and services detailed in this Agreement shall be as indicated in this Exhibit B.

2. ESCALATION/DE-ESCALATION

<Contractor/Supplier> fees for <type of good/service> shall remain firm for a minimum of <years/months> after execution of the Agreement. Any escalation or de-escalation in pricing thereafter will be based on the (Bureau of Labor Statistics, Employment Cost Index (ECI) <identify the index and include the INDEX number> change in most recent 12-month period. No more than <percentage> price increase is allowed in a <number> month period.

[Remainder of page intentionally left blank]

SAMPLE

EXHIBIT C, AFFIDAVIT OF NO CONFLICT

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, this day personally appeared [INSERT NAME]

_____, as [INSERT TITLE]

_____ of [INSERT CONSULTANT NAME]

_____, with full authority to bind (hereinafter

"CONSULTANT"), who being first duly sworn, deposes and says that CONSULTANT:

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

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

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

Affiant makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement No. _____ for _____

DATED this _____ day of _____, 20_____.

CONSULTANT Signature

The foregoing instrument was sworn to and acknowledged before me this _____ day of _____, 20____, by [NAME] _____

_____, as [TITLE] _____ of [CONSULTANT] _____
_____. He / She is personally known to me or has produced

_____ [TYPE OF IDENTIFICATION] as
identification.

Notary Signature
Commission No.

SAMPLE

EXHIBIT D, INSURANCE AND BOND REQUIREMENTS

REQUIRED INSURANCES

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

Automobile Liability Insurance Required Limits

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

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

This policy shall contain severability of interests' provisions.

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

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

- \$1,000,000 Single Limit Per Occurrence
- \$2,000,000 Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury Liability
- \$50,000 Fire Damage Liability
- \$10,000 Medical Expense, and
- \$1,000,000, Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

This policy shall contain severability of interests' provisions.

Employer's Liability Insurance

Coverage limits of not less than:

- \$100,000 Each Accident

- \$500,000 Disease Each Employee
- \$500,000 Disease Policy Limit

SAMPLE

Worker's Compensation Insurance

US Longshoremen & Harbor Workers Act

Jones Act Coverage

Coverage limits of not less than:

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

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

Aircraft Liability Insurance Required Limits

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

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

Un-Manned Aircraft Liability Insurance (Drone)

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

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

Installation Floater Insurance

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

of the State of Florida” as an Additional Insured, and include limits not less than:

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

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

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

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

Builder’s Risk Insurance

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

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

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

Cyber Liability Insurance

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

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

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

Hazardous Materials Insurance (As Noted Below)

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

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

Pollution Liability

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

Asbestos Liability (If handling within scope of contract)

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

Disposal

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

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

Hazardous Waste Transportation Insurance

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

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

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

Liquor Liability Insurance

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

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

SAMPLE

Garage Keeper's Liability Insurance

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

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

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

Bailee's Customer Liability Insurance

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

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

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

Hull and Watercraft Liability Insurance

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

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

Other [Specify]

REQUIRED BONDS

Bid Bond

A Bid Bond in the amount of \$_____ or _____% of the total offer. Bid bond shall be submitted with the sealed response and shall include project name, location, and / or address and project number. In lieu of the bond, the bidder may file an alternative form of security in the amount of \$_____ or _____% of the total offer. in the form of a money

order, a certified check, a cashier's check, or an irrevocable letter of credit issued to Manatee County. NOTE: A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer.

Payment and Performance Bond

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

I. INSURANCE REQUIREMENTS

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

Commercial General Liability and Automobile Liability Coverages

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

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

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

Workers' Compensation and Employers' Liability Coverages

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

II. General Insurance Provisions Applicable To All Policies:

- a. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as

long as this contract remains in effect, CONSULTANT shall furnish the COUNTY with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming "Manatee County, a Political Subdivision of the State of Florida" as an Additional Insured on the applicable coverage(s) set forth above.

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

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

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

- c. The project's solicitation number and title shall be listed on each certificate.
- d. CONSULTANT shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
- e. CONSULTANT agrees that should at any time CONSULTANT fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.
- f. The CONSULTANT waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- g. The CONSULTANT has sole responsibility for all insurance premiums and policy deductibles.
- h. It is the CONSULTANT'S responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. CONSULTANT shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or CONSULTANT shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.

- i. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review the CONSULTANT's deductible or self-insured retention and to require that it be reduced or eliminated.
- j. CONSULTANT understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY'S failure to request evidence of this insurance coverage shall not be construed as a waiver of CONSULTANT'S obligation to provide and maintain the insurance coverage specified.
- k. The enclosed Hold Harmless Agreement shall be signed by the CONSULTANT and shall become a part of the contract.
- l. CONSULTANT understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY'S rights, including the limitation of waiver of immunity as set forth in Florida Statutes 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law. \
- m. No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

III. BONDING REQUIREMENTS

Bid Bond/Certified Check. By submitting a proposal, the CONSULTANT agrees should its proposal be accepted, **to execute the form of Agreement and present the same to COUNTY for approval within ten (10) calendar days after notice of intent to award.** The CONSULTANT further agrees that failure to execute and deliver said form of Agreement **within ten (10) calendar days** will result in damages to COUNTY and as guarantee of payment of same a bid bond/certified check shall be enclosed within the submitted sealed proposal in the amount of five (5%) percent of the total amount of the proposal. The CONSULTANT further agrees that in case the CONSULTANT fails to enter into an Agreement, as prescribed by COUNTY, the bid bond/certified check accompanying the proposal shall be forfeited to COUNTY as agreed liquidated damages. If COUNTY enters into an agreement with a CONSULTANT, or if COUNTY rejects any and/or all proposals, accompanying bond will be promptly returned.

Payment and Performance Bonds. Prior to commencing work, the CONSULTANT shall obtain, for the benefit of and directed to COUNTY, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the CONSULTANT of its obligation under the Contract Documents, including but not limited to the construction of the project on the project site and the payment and obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the CONSULTANT to provide the Payment and Performance Bond shall be approved by COUNTY prior to issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that surety is rated A- or better by Best's Key Guide, latest edition.

Failure to provide the required bonds on the prescribed form may result in CONSULTANT being deemed nonresponsive. Bonds must be in the form prescribed in Section 255.05, Florida Statutes, and must not contain notice, demand or other terms and conditions, including informal pre-claim meetings, not provided for in Section 255.05, Florida Statutes.

Bonds shall be in an amount equal to 100% of the contract price issued by a duly authorized and nationally recognized surety company, authorized to do business in the State of Florida, satisfactory to COUNTY. Surety shall be rated as "A-" or better by Best's Key Guide, latest edition. The attorney-in-fact who signs the bonds must file with the bonds, a certificate and effective dated copy of power-of-attorney. Payment and Performance Bonds shall be issued to "Manatee County, a political subdivision of the State of Florida", **within ten (10) calendar days after issuance of notice of intent to award.**

In addition, pursuant to Section 255.05(1)(b), Florida Statutes, prior to commencing work, the CONSULTANT shall be responsible and bear all costs associated to record the Payment and Performance Bond with the Manatee County Clerk of the Circuit Court. A certified copy of said recording shall be furnished to the Procurement Division upon filing. Pursuant to Section 255.05(1)(b), Florida Statutes, COUNTY will make no payment to the CONSULTANT until the CONSULTANT has complied with this paragraph.

Furnishing Payment and Performance Bonds shall be requisite to execution of an Agreement with COUNTY. Said Payment and Performance Bonds will remain in force for the duration of this Agreement with the premiums paid by the CONSULTANT. Failure of the CONSULTANT to execute such Agreement and to supply the required bonds shall be just cause for cancellation of the award. COUNTY may then contract with the next lowest, responsive and responsible CONSULTANT or re-advertise this RFP.

Failure of COUNTY at any time to require performance by the CONSULTANT of any provisions set out in the resulting Agreement will in no way affect the right of COUNTY, thereafter, to enforce those provisions.

[Remainder of page intentionally left blank]

CONSULTANT'S INSURANCE STATEMENT

THE UNDERSIGNED has read and understands the aforementioned insurance and bond requirements of this Agreement and shall provide the insurance and bonds required by this section within ten (10) days from the date of notice of intent to award.

Date: _____

Consultant Name: _____

Authorized Signature: _____

Printed Name/Title: _____

Insurance Agency: _____

Agent Name: _____

Agent Phone: _____

Surety Agency: _____

Surety Name: _____

Surety Phone: _____

Please return this completed and signed statement with your agreement.

SAMPLE