



**MANATEE COUNTY GOVERNMENT  
REQUEST FOR QUOTATION #12-0597-DS  
Ungarelli Preserve Habitat Restoration**

DATE ISSUED: **February 7, 2012**      DUE DATE: **February 27, 2012 at 3:00 PM**

**Clarification of Question Deadline: February 16, 2012 at 2:00 pm**

**Acceptable methods of receipt:**

Email Address: [donna.stevens@mymanatee.org](mailto:donna.stevens@mymanatee.org)

FAX: (941) 749-3034

US MAIL to: Manatee County Purchasing Department  
1112 Manatee Avenue West, Suite 803, Bradenton FL 34205

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Manatee County invites your participation in the following quotation. The specifications stated herein are of the minimum requirements. All quotes submitted must be in accordance with the Request For Quotation along with the Quote Summary Package for the implementation of a habitat restoration project at the Ungarelli Preserve as shown on the Construction Plans along with the Minimum Specifications.

Manatee County Natural Resource Department is requesting the implementation of a habitat restoration project with the attached documents.

**Location of work:** Ungarelli Preserve, Part of Section 1, Township 35 South, Range 16 East and Part of Section 6, Township 35 South, Range 15 East, Manatee County, Bradenton Florida

**Inspection of Site:** A site visit is a pre-requisite to quote. Please acknowledge on the quotation form.

**This project is being funded by the SWFWMD Agreement No. 10CS0000018**

The Quotation shall be all inclusive for services stated in the specifications.

**FOR CLARIFICATION/INFORMATION CONTACT:**

[donna.stevens@mymanatee.org](mailto:donna.stevens@mymanatee.org)

**MANATEE COUNTY GOVERNMENT**  
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**PURPOSE**

It is the intent of the County of Manatee to purchase the services required to perform the implementation of a habitat restoration project as defined in accordance with the attached documents and specifications herein.

**SPECIFICATIONS**

Vendor must submit quotes strictly in accordance with the Request For Quote specifications.

**CLARIFICATION**

It shall be the responsibility of all vendors to request any additional clarification of the contents herein. Clarification will be furnished by written addendum from Purchasing. Vendors shall not accept any verbal or telecommunication explanation as authorized clarification of the contents herein.

**TAXES**

Manatee County is exempt from Federal Excise and State Sales Taxes (F.E.T. Exempt Cert. No. **59-78-0089K** and FL Sales Tax Exempt Cert. (No. **85-8012622206C-6**)

**QUALITY GUARANTEE AND REMEDIAL CLAUSE**

If any work or material does not meet specifications, or materials furnished in conjunction with the work will not produce the results required of the work, the contractor will be required to rectify any and all work involved in the unsatisfactory situation. If the unsatisfactory work or materials involves other contractors who are blameless, then it shall be the responsibility of the contractor responsible for the faulty work or the furnishing of unsatisfactory materials to reimburse the blameless contractors for any and all additional work or materials required due to the faulty work or materials.

**QUALITY TERMS**

The County reserves the right to reject any or all work or materials used in the work, if in its judgment the work or materials reflect unsatisfactory workmanship, or manufacturing defects.

**BASIS OF AWARD**

Award will be made to the responsive, responsible quoter having the lowest grand total price meeting specifications. **Inspection of the project site is a prerequisite for award.** The contractor shall give **72 hour notification** to the Project Manager, Mr. Max Dersch at (941) 748-4501 ext. 4604 or cell phone # (941) 737-1743 prior to commencement of work.

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**QUALIFICATIONS OF QUOTER**

Each person/company submitting a quote for this project must secure all licenses required (in accordance with Chapter 489 Florida Statutes) for the Work which is the subject of this quote; and, upon request, shall submit a true copy of all applicable licenses. **The Contractor shall be certified in Florida as a General Contractor with five years experience performing this type of project which is the subject of this RFQ to be considered for Award. Contractor is to attach a listing of the projects that comprise the 5 years worth of related experience.**

**SUBCONTRACTORS**

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

**BE GREEN**

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

**UNBALANCED BIDDING PROHIBITED (Applicable to unit based quotes only)**

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

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

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**UNBALANCED BIDDING PROHIBITED (Applicable to unit based quotes only)**

In the event the County determines that a quote is presumed unbalanced, it will request the opportunity to, and reserves the right to, review all source quotes, quotes, Price lists, letters of intent, etc., which the quoter obtained and upon which the quoter relied upon to develop the quote. The County reserves the right to reject as non-responsive any presumptive unbalanced quotes where the quoter is unable to demonstrate the validity and/or necessity of the unbalanced unit costs.

**Front End Loading of Bid Pricing Prohibited (Applicable to unit based quotes only)**

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

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

**RESERVED RIGHTS**

The County reserves the right to accept or reject any and/ or all quotes, to waive irregularities and technicalities, and to request resubmission. Also, the County reserves the right to accept all or any part of the quote and to increase or decrease quantities to meet additional or reduced requirements of the County. Any sole response received by the first submission date many or may not be rejected by the County depending on available competition and current needs of the County.

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**USE OF TRADE NAMES**

Brand or trade names referenced in the specifications are for comparison purposes only. Vendors may submit quotes on items manufactured by other than the manufacturer specified. In these instances quotes must be accompanied with all descriptive information necessary for a thorough evaluation of the proposed material or equipment such as detailed drawings and specifications, certified operation and test data, and experience records, as well as an itemized list of any variances from, or exceptions taken to the specifications. Failure of any vendor to furnish this data will be cause for rejection of the specified item to which it pertains.

**REGULATIONS**

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

**COLLUSION**

All vendors, by virtue of submitting their quotes, certify that it is without any previous understanding, agreements or connections, with any persons, firm or corporation submitting a quote for same, and is in all respects fair, and without collusion or fraud.

**SAVE HARMLESS CLAUSE**

The successful vendor (s) covenants and agrees to indemnify and save harmless the County of Manatee, Florida and to defend same from all costs, expenses, damages, and attorney's fees, injury of loss, to which the County may be subjected by any person, firm, corporation or organization by reason of any wrongdoing, misconduct, want or need of care or skill, negligence or default or breach of contract, guaranty or warranty, by the successful vendor(s), his employees, agents or assigns.

**COSTS INCURRED IN RESPONDING**

This solicitation does not commit the County to pay any costs incurred in the submission of quotes or make necessary studies or designs for the preparation thereof, nor to procure or contract for the equipment.

**ENCLOSURE**

Public Entity Crime Affidavit (Form No. PUR: 7068) shall be submitted complete with all quotes in excess of \$ 10,000.

The Statement of No Offer (Attachment D) shall be submitted if applicable.

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**EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

The County of Manatee, Florida, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR Part 8) issued pursuant to such Act, hereby notifies all vendors that it will affirmatively ensure that in any contract entered into pursuant to this invitation, minority business enterprises will be afforded full opportunity to submit quotes in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration of an award.

**CANCELLATION**

The Purchase Order (Contract) shall be subject to immediate cancellation, if either product or service does not comply with the specifications, terms, or conditions stated herein. Products or services which do not comply with the specifications, terms or conditions stated herein will be returned and no payment for such defective items shall be due.

**INSURANCE COVERAGE**

The quoter will not commence work under a contract until all insurance under this section, and such insurance coverage as might be required by the County, has been obtained. Minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy) shall be as follows:

- a. Workers' Compensation/Employers' Liability
- Part One – There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by Florida Worker's Compensation Act, the Longshoremen's and Harbor Worker's Compensation Act or any other coverage required by the contract documents which are customarily insured under Part One of the standard Worker's Compensation Policy.
- Part Two – The minimum amount of coverage for the coverage required by the contract documents which are customarily insured under Part Two of the standard Worker's Compensation Policy shall be:
- |            |                         |
|------------|-------------------------|
| \$ 100,000 | (Each Accident)         |
| \$ 500,000 | (Disease-Policy Limit)  |
| \$ 100,000 | (Disease-Each Employee) |

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**INSURANCE COVERAGE (continued)**

b. Commercial General Liability

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

Products/Completed Operations Aggregate	\$ 1,000,000
Personal and Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Fire Damage (Any one fire)	\$ NIL
Medical Expense (Any one person)	\$ NIL

c. Business Auto Policy

Each Occurrence Bodily Injury and Property Damage Liability Combined	\$ 300,000
Annual Aggregate (If Applicable)	Three times the occurrence limit.

d. Owners Protective Liability Coverage

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

e. Certificates of Insurance and Copies of Policies

Certificates of Insurance in triplicate evidencing the insurance coverage specified in the three above paragraphs a, b, and c., shall be filed with the Purchasing Director before operations are begun.

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**INSURANCE COVERAGE (continued)**

e. Certificates of Insurance and Copies of Policies (continued)

The required certificates of insurance shall not only name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the quote number, **project title and location of project**.

**Insurance shall remain in force at least one (1) year** after completion and acceptance of the project by the County, insurance in the amounts and types as stated herein, coverage for all products and services completed under this contract.

f. Property Insurance

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

g. Installation Floater

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

**ADDITIONAL INSURED:**

**County of Manatee shall be specifically named as additional insured in each of the applicable policies.**



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**INSURANCE COVERAGE (Continued)**

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

- h. Commonly Over-looked Requirements – In order for the certificate of insurance to be accepted it must comply with the following:
1. As stated in para. (e.) “Certificates of Insurance and Copies of Policies”, **the project number (if one has been assigned) or Quote number, title and location shall appear on the certificate.**
  2. As stated in para. (E.) **Manatee County shall be named as additional insured.**
  3. The certificate holder shall be:  
**Manatee County Board of Commissioners**  
**P.O. Box 1000**  
**Bradenton, FL 34206-1000**
  4. Certificate shall be mailed to:  
**Manatee County Purchasing**  
**1112 Manatee Avenue West 8<sup>th</sup> Fl**  
**Bradenton, FL 34205**  
**Attn: Donna M. Stevens**
- i. Retainage (Contract under \$ 100,000)  
A **retainage** of 10% of the total contract amount shall be withheld from all payments until 50% of the Work has been completed. After 50% completion, the retainage shall be reduced to 5% of the total contract amount, and one half of the previously withheld amount shall be paid to the Contractor. The remaining retainage shall be included in the final payment.

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i. Retainage (continued) (Contract over \$ 100,000)

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

j. Performance and Payment Bonds (If the total quote price exceeds \$100,000)

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

Furnishing the performance and payment bonds shall be requisite to execution of a contract with the County. Said performance and payment bonds will remain in force for the duration of the contract with the premiums paid by the contractor.

Failure of successful quoter to execute such contract and to supply the required bonds shall be just cause for annulment of the award. The County may then contract with another acceptable quoter or re-advertise this Quotation. If another quote is accepted, and notice given within 90 days after the opening of quotes, this acceptance shall bind the quoter as though they were originally the successful quoter.

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

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**COMPLETION OF WORK**

The work will be substantially complete and ready for occupancy with the specific calendar days from the date the Contract Time commences run (upon issuance of Notice to Proceed) One quote shall be considered based on a **completion date of July 1, 2012**. The County has the sole authority to select the quote based on the Completion time which is in the best interest of the County. **Only one award shall be made.**

**DISCRETIONARY WORK**

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

**LIQUIDATED DAMAGES**

If the Contractor refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will hinder its completion within the time specified, the County may seek damages. The actual damages for delay will be impossible to determine and in lieu thereof, the Contractor shall pay to the County the sum of **\$500.00** as fixed, agreed, and liquidated damages for each calendar day of the delay until the Work is finally accepted by the County and the Contractor and his Surety shall be liable for the amount thereof.

**SCHEDULE OF VALUES**

Unit Prices shall be established for this contract by the submission of a schedule of values. The Contractor shall submit a Schedule of Values within **ten days** of Notice to Proceed date. The Schedule shall include quantities and prices of items equaling the total Price and will subdivide the Work into component parts in sufficient detail to serve as a basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of work. Upon request of the County, the Contractor shall support the values with data which will substantiate their correctness.

**MATHEMATICAL ERRORS**

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

**MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION****Vendor Registration**

All vendors are encouraged to register with Manatee County using the on-line "Vendor Registration" web page on [www.mymanatee.org](http://www.mymanatee.org).

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

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

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

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

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

**Quick steps to registration:**                      **[www.mymanatee.org](http://www.mymanatee.org)**

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
  4. Purchases or contracts made pursuant to a non-competitive award process, unless otherwise provided by this section;
  5. Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the County commission or County administrator, or where such suspension is, in the opinion of the County attorney, required by law.
- (g) To qualify for local preference under this section, **a local business must certify to the County that it:**
1. Has not within the five years prior to the bid announcement admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law, or a law or administrative regulation regarding fraud;
  2. Is not currently subject to an unresolved citation or notice of violation of any Manatee County Code provision, except citations or notices which are the subject of a current legal appeal, as of the date of the bid announcement;
  3. Is not delinquent in the payment of any fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, except any such sums which are the subject of a current legal appeal.

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

**END OF SECTION**

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

A. Authorized Representative

I, [name] \_\_\_\_\_, am the [title] \_\_\_\_\_  
and the duly authorized representative of: [name of business] \_\_\_\_\_

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

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

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

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

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

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

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

Signature of Affiant \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by (name of person making statement).

(Notary Seal) Signature of Notary: \_\_\_\_\_

Name of Notary (Typed or Printed) \_\_\_\_\_

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_ Type of Identification Produced \_\_\_\_\_

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

**MANATEE COUNTY GOVERNMENT  
REQUEST FOR QUOTATION #12-0597-DS  
Ungarelli Preserve Habitat Restoration**

**DATE DUE: February 27, 2012 at 3:00 PM**

To: Manatee County Purchasing  
1112 Manatee County Government  
Bradenton, Florida 34205  
Attention: **Donna M. Stevens/ RFQ #12-0597-DS**

We, the undersigned hereby declare that we have reviewed the quote documents and with full knowledge and understanding of the aforementioned, herewith submit our quote. We understand that the specifications documents and general conditions in their entirety are made a part of any agreement or contract between the County of Manatee and the successful quoter.

We propose to furnish, Manatee County, the implementation of a habitat restoration project in accordance with the attached documents.

**Location of work:** Ungarelli Preserve, Part of Section 1, Township 35 South, Range 16 East and Part of Section 6, Township 35 South, Range 15 East, Manatee County, Bradenton Florida

In accordance with the technical specifications, as specified herein, at the following price:

**Note: In accordance with Florida State Statutes, Section 255.0525, construction projects with a value in excess of \$299,999.99, must be competitively bid with public announcement. Therefore, if your Quote will exceed the statutory threshold of \$299,999.99, it is recommended that you submit a "Statement of No Offer" utilizing the form labeled as Attachment C herein.**

**By signing this Quote Form, I the undersigned, attest to complete the awarded project on or before July 1, 2012**

**Total \$** \_\_\_\_\_

\_\_\_\_\_  
Company Name Phone Number

\_\_\_\_\_  
Address Fax Number  
City, State, Zip Code

\_\_\_\_\_  
Authorized Signature Date

EMAIL ADDRESS: \_\_\_\_\_

ACKNOWLEDGE ADDENDUM NO. \_\_\_\_\_ DATE \_\_\_\_\_ ACKNOWLEDGE ADDENDUM NO. \_\_\_\_\_ DATE \_\_\_\_\_  
ACKNOWLEDGE ADDENDUM NO. \_\_\_\_\_ DATE \_\_\_\_\_ ACKNOWLEDGE ADDENDUM NO. \_\_\_\_\_ DATE \_\_\_\_\_  
ACKNOWLEDGE ADDENDUM NO. \_\_\_\_\_ DATE \_\_\_\_\_ ACKNOWLEDGE ADDENDUM NO. \_\_\_\_\_ DATE \_\_\_\_\_

**SITE VISIT PERFORMED (QUOTER) \_\_\_\_\_ DATE \_\_\_\_\_**



**QUOTE FORM**  
**(submit in triplicate)**  
**RFQ#12-0597-DS**  
**UNGARELLI PRESERVE RESTORATION**  
**COMPLETION DATE OF JULY 1, 2012**

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE (\$)	EXTENDED PRICE (\$)
D.1.1	<b>MOBILIZATION</b>	LS	1	\$	\$
D.1.2	<b>CONSTRUCTION SURVEYING AND STAKEOUT</b>	LS	1	\$	\$
D.1.3	<b>EROSION AND TURBIDITY CONTROL</b>				
D.1.3.1.1	Staked Silt Fence	LF	2,600	\$	\$
D.1.3.1.2	Staked Turbidity Barrier	LF	300	\$	\$
D.1.4	<b>STAGING AREAS / HAUL ROAD / CONSTRUCTION ENTRANCE</b>	LS	1	\$	\$
D.1.5	<b>NUISANCE AND EXOTIC BIOMASS REDUCTION</b>	LS	1	\$	\$
D.1.6	<b>EARTHWORK</b>	LS	1	\$	\$
D.1.6.1	Clearing and Grubbing	LS	1	\$	\$
D.1.6.2	Excavation and Mounding	LS	1	\$	\$
D.1.6.3	Existing Construction and Deleterious Material Removal	Ton	1,750	\$	\$
D.1.6.4	Finished Grading	LS	1	\$	\$
D.1.7	<b>MISCELLANEOUS PERMITS AND BONDING</b>	LS	1	\$	\$
D.1.8	<b>PLANTING</b>				
D.1.8.3.1	<i>Acrostichum danaeifolium</i>	1-Gal	50	\$	\$
D.1.8.3.2	<i>Ardisia escallonioides</i>	1-Gal	35	\$	\$
D.1.8.3.3	<i>Bursera simaruba</i>	7-Gal	10	\$	\$
D.1.8.3.4	<i>Callicarpa americana</i>	1-Gal	37	\$	\$
D.1.8.3.5	<i>Capparis jamaicensis</i>	1-Gal	12	\$	\$
D.1.8.3.6	<i>Coccoloba uvifera</i>	7-Gal	10	\$	\$
D.1.8.3.7	<i>Conocarpus erectus</i>	3-Gal	121	\$	\$
D.1.8.3.8	<i>Conocarpus erectus</i>	7-Gal	15	\$	\$
D.1.8.3.9	<i>Distichlis spicata</i>	BR	543	\$	\$
D.1.8.3.10	<i>Eragrostis elliotii</i>	LN-2"	1,913	\$	\$
D.1.8.3.11	<i>Erythrina herbacea</i>	1-Gal	19	\$	\$
D.1.8.3.12	<i>Eugenia axillaris</i>	1-Gal	8	\$	\$
D.1.8.3.13	<i>Eugenia foetidea</i>	1-Gal	8	\$	\$
D.1.8.3.14	<i>Ficus citrifolia</i>	7-Gal	10	\$	\$
D.1.8.3.15	<i>Forestiera segregata</i>	1-Gal	53	\$	\$
D.1.8.3.16	<i>Gaillardia pulchella</i>	LN-2"	1,834	\$	\$
D.1.8.3.17	<i>Gossypium hirsutum</i>	1-Gal	8	\$	\$
D.1.8.3.18	<i>Hamelia patens</i>	1-Gal	37	\$	\$
D.1.8.3.19	<i>Helianthus debilis</i> subsp. <i>vestitus</i>	LN-2"	1,834	\$	\$
D.1.8.3.20	<i>Ipomoea pes-caprae</i>	LN-2"	655	\$	\$
D.1.8.3.21	<i>Juniperus virginiana</i>	7-Gal	41	\$	\$
D.1.8.3.22	<i>Liatris gracilis</i>	LN-4"	958	\$	\$
D.1.8.3.23	<i>Monarda punctata</i>	LN-4"	958	\$	\$

BIDDER (FIRM NAME) \_\_\_\_\_  
 AUTHORIZED SIGNATURE \_\_\_\_\_

**QUOTE FORM**  
**(submit in triplicate)**  
**RFQ#12-0597-DS**  
**UNGARELLI PRESERVE RESTORATION**  
**COMPLETION DATE OF JULY 1, 2012**

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE (\$)	EXTENDED PRICE (\$)
D.1.8.3.24	<i>Morus rubra</i>	7-Gal	10	\$	\$
D.1.8.3.25	<i>Myrsine cubana</i>	1-Gal	19	\$	\$
D.1.8.3.26	<i>Paspalum vaginatum</i>	BR	357	\$	\$
D.1.8.3.27	<i>Pinus elliottii</i> var. <i>densa</i>	7-Gal	30	\$	\$
D.1.8.3.28	<i>Pinus palustris</i>	7-Gal	5	\$	\$
D.1.8.3.29	<i>Quercus virginiana</i>	7-Gal	32	\$	\$
D.1.8.3.30	<i>Rudbeckia hirta</i>	LN-4"	958	\$	\$
D.1.8.3.31	<i>Serenoa repens</i>	3-Gal	19	\$	\$
D.1.8.3.32	<i>Sophora tomentosa</i> var. <i>truncata</i>	1-Gal	12	\$	\$
D.1.8.3.33	<i>Spartina alterniflora</i>	BR	1,550	\$	\$
D.1.8.3.34	<i>Spartina patens</i>	BR	697	\$	\$
D.1.8.3.35	<i>Sporobolus virginicus</i>	BR	357	\$	\$
D.1.8.3.36	<i>Zamia pumila</i>	LN-4"	958	\$	\$
Discretionary Amount		LS	1		\$46,360.00
<b>PROJECT TOTAL</b>					\$

**SCHEDULING NOTE:** Construction is to begin within 10 calendar days from issuance of the Notice to Proceed, and must be completed on or before July 1, 2012.

**QUOTE SUMMARY**  
**RFQ#12-0597-DS**  
**UNGARELLI PRESERVE RESTORATION**

**D.1 THE WORK**

The work included in this contract consists of the construction associated with the implementation of a habitat restoration project at the Ungarelli Preserve as shown on the Construction Plans prepared by WilsonMiller Stantec dated March 2011 (Contract Drawings).

The work includes earthwork, surveying, best management practices, planting of native plant species using nursery-grown plants, control and maintenance of nuisance and exotic vegetation, and maintenance of installed plants.

It shall be the contractor's responsibility to obtain and/or verify existence of all necessary permits prior to commencing construction. The contractor shall be responsible for obtaining any permits not furnished by owner and the costs should be reflected in the contractor's quote.

The information provided in the Contract Drawings and this Quote Summary is solely to assist the contractor in assessing the nature and extent of the conditions that may be encountered during the completion of the work. Prior to quoting, all contractors are directed to conduct any necessary investigations to arrive at their own conclusions regarding the actual conditions that may be encountered and shall base their quotes on those conclusions.

The work consists of all items as indicated on the Contract Drawings plus those items of construction not indicated but considered normal, necessary, and usual in the construction industry for construction of a project of this scope.

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

The Contractor shall perform the work complete, in place and ready for continuous service and shall include any repairs, replacements, and/or restoration required because of damages caused prior to acceptance by the County.

Construction is to begin within 10 calendar days from issuance of the Notice to Proceed, and must be completed on or before July 1, 2012.

**D.1.1 MOBILIZATION**

**D.1.1.1 DESCRIPTION OF WORK**

Mobilization shall begin no later than ten (10) days following Notice to Proceed. The work included under this section consists of the preparatory work and operations in mobilizing to begin work on the project. This may include those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site and for the establishment of temporary offices, safety equipment and first aid supplies, and sanitary and other facilities/utilities. This item also includes demobilization of all equipment, personnel, supplies and incidentals from the project site upon final completion.

**D.1.1.2      PAYMENT**

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

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

**D.1.2      CONSTRUCTION SURVEYING AND STAKEOUT**

**D.1.2.1      DESCRIPTION OF WORK**

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

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

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

Upon completion of finished grading and prior to initiation of planting, the Contractor's surveyor shall provide as-built project drawings and CAD file of the finished grade elevations of the Wetland Creation Area and Upland Fill Areas (with spot elevations of the top of bank, break points, and toe of slope at a minimum) to the Engineer and the County for review.

**D.1.2.2      PAYMENT**

All work under this section shall be paid for under the Lump Sum Pay Item: CONSTRUCTION SURVEYING AND STAKEOUT Section of the quote form.

**D.1.3      EROSION AND TURBIDITY CONTROL**

**D.1.3.1      DESCRIPTION OF WORK**

The work included under this section consists of furnishing all necessary labor, equipment, tools and materials associated with erosion and turbidity control needed throughout the construction of the project. Contractor shall be responsible to erect all required erosion control devices (BMPs) prior to the start of construction. Prior to the installation of the erosion control devices, the Contractor shall contact the Manatee County Building and Development Services Department - Environmental Planning Division to schedule and confirm the required inspections of the erosion control devices for the project.

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

#### **D.1.3.2 PAYMENT**

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

ITEM D.1.3.1.1 Staked Silt Fence  
ITEM D.1.3.1.2 Staked Turbidity Barrier

#### **D.1.4 STAGING AREAS / HAUL ROAD / CONSTRUCTION ENTRANCE**

##### **D.1.4.1 DESCRIPTION OF WORK**

The work included under this section consists of furnishing all necessary labor, equipment, tools and materials associated with staging areas, haul roads and the construction entrance as shown on the Construction Plans. Upon the acceptance of final grade by the County, all rock that was used in the Upland Enhancement B temporary staging area, temporary haul road, Upland Enhancement D haul road and Upland Enhancement D construction entrance shall be removed and placed evenly on the 0.25 Acre Staging Area on Upland F. The filter fabric from the temporary haul road is to be removed and properly disposed of offsite and areas replanted as necessary per the planting plan shown on the Contract Drawings.

##### **D.1.4.2 PAYMENT**

All work under this section shall be paid for under the Unit Price Pay Items under the STAGING AREAS / HAUL ROAD / CONSTRUCTION ENTRANCE section of the quote form.

#### **D.1.5 NUISANCE AND EXOTIC BIOMASS REDUCTION**

##### **D.1.5.1 DESCRIPTION OF WORK**

The work included under this section consists of reduction of live and dead nuisance and exotic species biomass from all areas of the site that are within upland or wetland enhancement areas but will not be re-graded. Exotic species, for the purpose of this specification, are any species identified as non-native by the Atlas of Florida Vascular Plants (<http://florida.plantatlas.usf.edu>). Nuisance species are native weedy plants not typically associated with the target habitat or the presence of which precludes the establishment of target vegetative species.

Stumps may be left in the ground in these areas but must be cut off at existing ground or be grinded to surface. Any produced biomass from stump cutting is to be removed from the site by the Contractor.

In order to prepare for re-vegetation by desirable species, work areas shall be free of living and dead nuisance and exotic species greater than three (3) inches tall at the time of planting. This will be achieved by selective herbicide treatment followed mowing. Sufficient time should be allowed between herbicide application and mowing for effective killing of treated vegetation. Mowing shall occur within three days of planting within these work areas. The vast majority of herbaceous vegetation currently on the site is considered nuisance or exotic.

All nuisance and exotic species treatments shall be performed with appropriate herbicides by or under direct supervision of persons licensed by the Florida Department of Agriculture and Consumer Services (FDACS) for commercial application of pesticides in the Natural Areas Weed Management Category. Herbicides must be applied in accordance with label directions and precautions. Care must be taken to avoid damage to non-target desirable native vegetation.

Removal of large dead tree stumps from wetland enhancement areas is required. Removal is to be supervised by the Project Ecologist; contractor and will utilize tracked equipment that can remove stumps from wetland portions of the site without the tracks entering wetlands (the equipment must stage from upland areas and reach into wetlands). Any alterations to grade shall be repaired by the Contractor.

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

#### **D.1.5.2      PAYMENT**

All work under this section shall be paid for under the Lump Sum Pay Items listed under the NUISANCE AND EXOTIC BIOMASS REDUCTION section of the quote form.

### **D.1.6      EARTHWORK**

#### **D.1.6.1      CLEARING AND GRUBBING**

##### **D.1.6.1.1      DESCRIPTION OF WORK**

The work included under this section consists of clearing and grubbing within Upland Enhancement B, Upland Enhancement D, temporary haul road, and Wetland Creation and Upland Enhancement F areas to be cut or filled to elevations above or below pre-construction grade at project completion.

All trees, brush, stumps, grass, roots, and other such protruding objects shall be removed and disposed of by the Contractor. Also remove any other existing facilities or debris not required to remain or to be salvaged that is necessary to prepare the area for the proposed construction. The Contractor shall notify all utility companies or utility owners (both public and private) of their intent to perform such work and shall coordinate field locations of utility lines prior to commencement of construction. The Contractor shall obtain all permits/approvals necessary for disposal at their expense.

All roots, stumps, and debris protruding through or appearing on the surface of the completed excavation shall be removed or cut off below the excavated surface. Design grade is to be met once any removed material is disposed of. Any boulders laying on the top of the existing surface or otherwise encountered during the clearing and grubbing shall be removed and disposed of off-site by the Contractor. Boulders may be placed on site to enhance habitat creation areas at the direction of and with prior approval by the Project Ecologist.

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

#### **D.1.6.1.2      PAYMENT**

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

#### **D.1.6.2      EXCAVATION AND MOUNDING**

##### **D.1.6.2.1      DESCRIPTION OF WORK**

The work included under this section consists of excavation, and mounding to occur within the habitat improvement areas of this site as shown on the Contract Drawings.

In order to preserve biologically active soils, the upper six (6) inches of topsoil within the wetland creation area shall be stockpiled for use in making finished grade. The wetland creation area shall be over excavated by six (6) inches to accommodate for stockpiled or imported topsoil which will be added back to obtain finished grade. Topsoil shall compose the upper six inches of the fill placement areas at finished grade.

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

Included in the excavation under this section are materials of whatever nature encountered within the required limits of excavation. Determination of sub-surface conditions and its effect on construction costs are the sole responsibility of the Contractor.

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

Excavation shall consist of excavation of all material necessary for construction of the wetland creation area according to the depths, dimensions, side slopes, and in the locations shown in the Contract Drawings. Mounding shall consist of placement of the suitable excavated material from the wetland creation area and suitable clean soil from an offsite source, acceptable to the County (if needed), necessary for construction of the upland fill areas according to the depths, dimensions, side slopes and in the locations shown in the Contract Drawings. It shall also include the stockpiling of excess excavated materials at an on-site location determined by the County and the disposal of unsuitable materials. Contractor shall be responsible for any investigation of sub-surface conditions and subsequent determination of the amount of rock, roots, and other materials to be incorporated into his price.

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

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

#### **D.1.6.2.2      PAYMENT**

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

#### **D.1.6.3      EXISTING CONSTRUCTION AND DELETERIOUS MATERIAL REMOVAL**

##### **D.1.6.3.1      DESCRIPTION OF WORK**

The work included under this section consists of Construction and deleterious material removal up to a maximum of 1,750 tons from the site and repair of grade to pre-construction elevations. Debris on the site includes discarded construction material (i.e. concrete) and several concentrated areas of broken glass. **At project completion no foreign debris shall be visible from upland areas of the site within the project boundary including wetland habitats.** Debris shall be removed in order of priority by areas listed below excluding areas within the drip line of trees existing on uplands of the site that are to remain post construction.

1. All debris visible at post construction grade from upland areas of the site.
2. Upland Enhancement Area B, within eighteen inches of pre and post construction grade.
3. Temporary Wetland Impact Area and areas within fifty feet thereof (surface visible debris only)
4. Upland Enhancement Area D, within eighteen inches of pre and post construction grade.
5. Upland Enhancement Area F including Staging Area and Wetland Creation Area, within eighteen inches of pre and post construction grade.



No tracks, tires, or other areas of equipment normally in contact with the ground surface are to enter the wetland in performance of this task. Any alterations to existing grade within the wetland shall be repaired by the contractor. Any alterations in existing grade within the upland areas due to debris removal shall be repaired by the contractor to the pre-construction/design grade using clean topsoil.

Removal and Disposal of Existing Construction and Deleterious Materials: Material such as concrete, glass, lumber or steel shall be classified as "existing construction and deleterious" materials unless otherwise specified or classified by the Project Engineer. Removal of existing construction and deleterious material shall become the property of the Contractor to be disposed of outside the project limits at a licensed landfill or disposal facility or other locations acceptable to and pre-approved by the County. Contractor shall provide documentation of the amount of existing construction and deleterious material removed from the site that is acceptable to the County.

The cost of the removal, disposal, furnishing the disposal area, grade repair, and topsoil replacement shall be included in this item and no additional compensation will be given. If a dispute arises over the classification of materials, the final determination shall be made by the Project Engineer.

#### **D.1.6.3.2      PAYMENT**

All work under this section shall be paid for under the Unit Price Pay Item under the EARTHWORK section of the quote form.

### **D.1.6.4 FINISHED GRADING**

#### **D.1.6.4.1      DESCRIPTION OF WORK**

The work included under this section consists of all finished grading required to achieve the design elevations. As a final grading operation the surface of the earthwork shall be shaped to conform to the lines, grades, and contours shown on the plans. Hand dressing will be required in confined areas where equipment operation is restricted or where the equipment finished surface is unsatisfactory in the judgment of the Project Ecologist.

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

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

#### **D.1.6.4.2      PAYMENT**

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

**D.1.7 MISCELLANEOUS PERMITS AND BONDING**

**D.1.7.1 DESCRIPTION OF WORK**

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

The Contractor shall also be responsible for the preparation and submittal of the NPDES permit. The Contractor shall provide a Stormwater Pollution Prevention Plan to Engineer and the County prior to commencing construction. The Contractor shall be responsible for the implementation of the NPDES and related stormwater pollution prevention plan for the duration of the project.

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

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

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

**D.1.7.2 PAYMENT**

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

**D.1.8 PLANTING**

**D.1.8.1 DESCRIPTION OF WORK**

The work included under this section consists of the installation of native plants using nursery-grown materials. Planting will commence at the completion of earthwork and is to be completed on or before July 1, 2012.

**D.1.8.2 PRODUCTS – NURSERY-GROWN PLANTS**

Contractor shall obtain all plant materials in the required quantities and sizes as depicted on Planting Specifications (Sheet 7) listed in the Construction Plans. All applicable container-grown plants shall meet minimum size and quality requirements of Florida No. 2 grade plant or better as specified by the Florida Department of Agriculture and Consumer Services (FDACS) in their publication "Grades and Standards for Nursery Plants". All plants must originate from local seed sources.

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

**D.1.8.3 EXECUTION – NURSERY-GROWN PLANT INSTALLATION**

Plants are to be installed no later than twenty-four (24) hours after delivery to the site or provisions shall be made to keep them shaded and watered until installation. It is expected that much of the nursery grown material specified for this project will be contract grown specifically for this project. The Contractor shall make all prior

arrangements necessary to secure planting materials and ensure that the specified size/plant maturity of plants coincides with the scheduled planting event.

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

1. Excavate planting hole to sufficient width and depth to allow roots to spread.
2. Backfill with excavated soil or similar soil.
3. Ensure soil is placed around roots to eliminate air pockets and leave slight depression around base of plant to hold water. Water with a minimum of three (3) gallons of water immediately following planting. If saturated soils are present when each plant is installed watering will not be required for bare root material.

For seven (7) gallon container trees:

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

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

The following table contains species, size and quantities of nursery grown plant material specified for this project:

ITEM	SCIENTIFIC NAME	SIZE	QUANTITY
D.1.8.3.1	<i>Acrostichum danaeifolium</i>	1-Gal	50
D.1.8.3.2	<i>Ardisia escallonioides</i>	1-Gal	35
D.1.8.3.3	<i>Bursera simaruba</i>	7-Gal	10
D.1.8.3.4	<i>Callicarpa americana</i>	1-Gal	37
D.1.8.3.5	<i>Capparis jamaicensis</i>	1-Gal	12
D.1.8.3.6	<i>Coccoloba uvifera</i>	7-Gal	10
D.1.8.3.7	<i>Conocarpus erectus</i>	3-Gal	121
D.1.8.3.8	<i>Conocarpus erectus</i>	7-Gal	15
D.1.8.3.9	<i>Distichilis spicata</i>	BR	543
D.1.8.3.10	<i>Eragrostis elliottii</i>	LN-2"	1913
D.1.8.3.11	<i>Erythrina herbacea</i>	1-Gal	19
D.1.8.3.12	<i>Eugenia axillaris</i>	1-Gal	8
D.1.8.3.13	<i>Eugenia foetidea</i>	1-Gal	8
D.1.8.3.14	<i>Ficus citrifolia</i>	7-Gal	10
D.1.8.3.15	<i>Forestiera segregata</i>	1-Gal	53
D.1.8.3.16	<i>Gaillardia pulchella</i>	LN-2"	1834
D.1.8.3.17	<i>Gossypium hirsutum</i>	1-Gal	8
D.1.8.3.18	<i>Hamelia patens</i>	1-Gal	37

ITEM	SCIENTIFIC NAME	SIZE	QUANTITY
D.1.8.3.19	<i>Helianthus debilis</i> subsp. <i>vestitus</i>	LN-2"	1834
D.1.8.3.20	<i>Ipomoea pes-capre</i>	LN-2"	655
D.1.8.3.21	<i>Juniperus virginiana</i>	7-Gal	41
D.1.8.3.22	<i>Liatris gracilis</i>	LN-4"	958
D.1.8.3.23	<i>Monarda punctata</i>	LN-4"	958
D.1.8.3.24	<i>Morus rubra</i>	7-Gal	10
D.1.8.3.25	<i>Myrsine cubana</i>	1-Gal	19
D.1.8.3.26	<i>Paspalum vaginatum</i>	BR	357
D.1.8.3.27	<i>Pinus elliotii</i> var. <i>densa</i>	7-Gal	30
D.1.8.3.28	<i>Pinus palustris</i>	7-Gal	5
D.1.8.3.29	<i>Quercus virginiana</i>	7-Gal	32
D.1.8.3.30	<i>Rudbeckia hirta</i>	LN-4"	958
D.1.8.3.31	<i>Serenoa repens</i>	3-Gal	19
D.1.8.3.32	<i>Sophora tomentosa</i> var. <i>truncata</i>	1-Gal	12
D.1.8.3.33	<i>Spartina alterniflora</i>	BR	1550
D.1.8.3.34	<i>Spartina patens</i>	BR	697
D.1.8.3.35	<i>Sporobolus virginicus</i>	BR	357
D.1.8.3.36	<i>Zamia pumila</i>	LN-4"	958

#### **D.1.8.4 PLANTING PERFORMANCE STANDARDS**

The Contractor shall be responsible for survivorship installed plants for 90 days following installation. The Contractor shall guarantee the survival of at least 90 percent of all containerized and bare root plants for a minimum of 90 days. As-needed supplemental watering will be the responsibility of the Contractor. Container-grown plants that die in excess of ten (10) percent (per species) allowance shall be replaced by the Contractor at no additional cost to the County. Replacement plants must meet the same specifications as original plants.

#### **D.1.8.5 PAYMENT**

All work specified under this section shall be paid for under Lump Sum Pay Items for PLANTING on the Quote Form at the indicated schedule:

ITEMS D.1.8.3.1  
through  
D.1.8.3.36 Nursery Grown Plant Installation

**Attachment "A"**  
**SWORN STATEMENT**  
**THE FLORIDA TRENCH SAFETY ACT**

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

1. This Sworn Statement is submitted with RFQ No.12-0597-DS
2. This Sworn Statement is submitted by \_\_\_\_\_ whose business address is \_\_\_\_\_ and, if applicable, its Federal Employer Identification Number (FEIN) is \_\_\_\_\_. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement \_\_\_\_\_.
3. Name of individual signing this Sworn Statement is: \_\_\_\_\_, Whose relationship to the above entity is: \_\_\_\_\_.
4. The Trench Safety Standards that will be in effect during the construction of this project shall include, but are not limited to: Laws of Florida, Chapters 90-96, TRENCH SAFETY ACT, and OSHA RULES AND REGULATIONS 29 CFR 1926.650 Subpart P, effective October 1, 1990.
5. The undersigned assures that the entity will comply with the applicable Trench Safety Standards and agrees to indemnify and hold harmless the Owner and Engineer, and any of their agents or employees from any claims arising from the failure to comply with said standard.
6. The undersigned has appropriated the following costs for compliance with the applicable standards:

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

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

\_\_\_\_\_  
 \_\_\_\_\_

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

\_\_\_\_\_  
 (AUTHORIZED SIGNATURE / TITLE)

SWORN to and subscribed before me this \_\_\_ day of \_\_\_\_\_, 2012  
 (Impress official seal)

\_\_\_\_\_  
 Notary Public, State of Florida  
 My commission expires: \_\_\_\_\_

Attachment "B"

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO ARTICLE 6,
MANATEE COUNTY PURCHASING CODE

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

This sworn statement is submitted to the Manatee County Board of County Commissioners by [print individual's name and title]

for [print name of entity submitting sworn statement]

whose business address is:

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

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

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

Attachment "B"

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION  
(Continued)

set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control

shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

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

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

\_\_\_\_\_  
[Signature]

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2012 by \_\_\_\_\_

\_\_\_\_\_  
[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.

**ATTACHMENT "C"**  
**STATEMENT OF NO OFFER**

If you do not intend to quote please return this form immediately:

**Acceptable methods of return:**

**EMAIL**-----see front of Request For Quote.

**FAX**----- (941) 749-3034

**MAIL TO:**

**Manatee County Purchasing Office**  
**1112 Manatee Avenue West, Suite 803**  
**Bradenton, FL 34205**

We, the undersigned, have declined to quote on RFQ#12-0597-DS, for the following reason(s):

- Specifications too restrictive
- Insufficient time to respond
- We do not offer this product or service
- Our schedule would not permit us to perform
- Unable to meet specifications
- Specifications unclear (explain below)
- Other (specify below)

**REMARKS PLEASE PRINT**

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Company Name \_\_\_\_\_

Company Address \_\_\_\_\_

Telephone: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

(Print or type name and title of above signer)



GENERAL CONDITIONS  
For Construction Quotations as a Stipulated Unit Cost Contract

ARTICLE I - DEFINITIONS

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

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

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

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

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

Award - Acceptance of the quotation from the person, firm, or corporation which in the Owner's sole and absolute judgment will under all circumstances best serve the public interest. Award shall be made in accordance with Manatee County Code of Laws.

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

Quoter - One who submits a quotation directly to the Owner, as distinct from a sub-contractor who submits an offer to a Contractor.

Quotation Documents - Consists of the Quotation, which includes but is not limited to: the Quotation form, drawings, technical specifications, terms and conditions, and the proposed contract documents (including all Addenda issued prior to receipt of quotations); and becomes a part of the Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Field Order – A written order issued by Project Representative which orders minor changes in the Work, but which does not involve a change in the contract price or the contractor time.

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

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

Notice of Award - The written notice to the successful contractor stating Award has been approved by the Purchasing Official in accordance with Manatee County Purchasing Ordinance.

Notice of Intent to Award - The written notice to the apparent low quoter stating Award has been recommended with final Award to be authorized by the Ordinance 08-43, Manatee County Purchasing Code.

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

Owner - Manatee County Florida, Board of County Commissioners.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 2 - PRELIMINARY MATTERS

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

- 2.1 The Contractor must submit a proposed schedule of the Work at the preconstruction conference. The purpose of this schedule is to enable the Owner to govern the Work, to protect the functions of the local government and its citizens and to aid in providing appropriate surveillance. The Owner shall have the right to reschedule work provided such rescheduling is in accord with the remainder of terms of the contract. The schedule shall show, as a minimum, the approximate dates on which each segment of the work is expected to be started and finished, the proposed traffic flows during each month, the anticipated earnings by the Contractor for each month and the approximate number of crews and equipment to be used. The Owner, after necessary rescheduling and obtaining additional information for specific purposes, shall review and approve the schedule. The Contractor shall also forward to the Owner, as soon as practicable after the first day of each month, a summary report of the progress of the various parts of the work under the contract, in fabrication and in the field, stating the existing status, estimated time of completion and cause of delay, if any. Together with the summary report, the Contractor shall submit any necessary revisions to the original schedule for the Owner's review and approval. In addition, more detailed schedules may be required by the Owner for daily traffic control.
- 2.2 A Notice to Proceed may be given at any time within thirty (30) days after the effective date of the Agreement. The contract time will commence at the time specified in such notice. Contractor shall start to perform the Work on the date specified in the notice to proceed, but no work shall be done at the site prior to the date on which the contract time commences to run.
- 2.3 If at any time the materials and appliances to be used appear to the Owner as insufficient or improper for securing the quality of work required or the required rate of progress, the Owner may order the Contractor to increase his efficiency or to improve the character of his work and the Contractor shall conform to such an order. The failure of the Owner to demand any increase of such efficiency of any improvement shall not release the Owner from his obligation to secure the quality of work or the rate of progress necessary to complete the Work within the limits imposed by the contract. The Owner may require the Contractor to remove from the Work such employees as the Owner deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the Work is deemed to be contrary to the Owner's interest.
- 2.4 The Owner reserves the right to let other Contracts in connection with this Work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and execution of their Work, and promptly connect and coordinate the Work with theirs.

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

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

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

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

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

3.3.1 A Formal Written Amendment (where applicable)

3.3.2 A Change Order

3.3.3 Administrative Contract Adjustment (ACA) (where applicable)

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

3.4.1 Discretionary Work – Field Directive (where applicable)

3.4.2 Engineer's approval of a Shop Drawing or sample. (where applicable)

## ARTICLE 4 - CONTRACTOR'S RESPONSIBILITIES

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

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

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



- 4.10 Emergencies: In emergencies affecting the safety or protection of persons or the work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from Engineer or Owner, is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in the work or variations from the contract documents have been caused thereby. If Owner determines that a change in the contract documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variation.
- 4.11 For substitutes not included with the Quotation, but submitted after the effective date of the Agreement, Contractor shall make written application to Engineer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will also contain an itemized estimate of all costs and delays or schedule impacts that will result directly or indirectly from review, acceptance and provisions of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by the Engineer in evaluating the proposed substitute. Engineer may require Contractor to furnish at Contractor's expense, additional data about the proposed substitute. In rendering a decision, Owner/Engineer and Contractor shall have access to any available float time in the construction schedule. In the event that substitute materials or equipment not included as part of the Quotation, but proposed after the effective date of the agreement, are accepted and are less costly than the originally specified materials or equipment, then the net difference in cost shall be credited to the Owner and an appropriate change order executed.
- 4.11.1 If a specific means, method, technique, sequence of procedure of construction is indicated in or required by the contract documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to Engineer if Contractor submits sufficient information to allow Engineer to determine that the substitute proposed is equivalent to that indicated or required by the contract documents.
- 4.11.2 Engineer will be allowed a reasonable time within which to evaluate each proposed substitute. Engineer will be the sole judge of acceptability and no substitute will be ordered, installed or utilized without Engineer's prior written acceptance which will be evidenced by either a change order or an approved shop drawing. Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- 4.11.3 Contractor shall reimburse Owner for the charges of Engineer and Engineer's Consultants for evaluating each proposed substitute submitted after the effective date of the Agreement and all costs resulting from any delays in the work while the substitute was undergoing review.

- 4.12 The Contractor shall furnish, free of charge, all labor, stakes, surveys, batter boards for structures, grade lines and other materials and supplies and shall set construction stakes and batter boards for establishing lines, position of structures, slopes and other controlling points necessary for the proper prosecution of the construction work. Where rights-of-way, easements, property lines or any other conditions which make the lay-out of the project or parts of the project critical are involved, the Contractor will employ a competent surveyor who is registered in the State of Florida for lay-out and staking. These stakes and marks shall constitute the field control by and in accord with which the Contractor shall govern and execute the work. The Contractor will be held responsible for the preservation of all stakes, marks and if for any reason any of the stakes or marks or batter boards become destroyed or disturbed, they will be immediately and accurately replaced by the Contractor.
- 4.13 The Contractor has, by careful examination, satisfied himself as to the nature and location of the work and all other matters which can in any way affect the work under this contract, including, but not limited to details pertaining to boring, as shown on the drawings, are not guaranteed to be more than a general indication of the materials likely to be found adjacent to holes bored at the site of the work, approximately at the locations indicated. The Contractor shall examine boring data, where available, and make his own interpretation of the subsoil investigations and other preliminary data, and shall base his Quotation on his own opinion of the conditions likely to be encountered. In no event shall an extension of time be considered for any conditions that existed at the time of Quotation, nor shall the Contractor receive extra compensation for completion of the project as intended by the drawings and in keeping with the contract documents. No verbal agreement or conversation with any officer, agent or employee of the Owner, before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.
- 4.14 If the Contractor, in the course of the work, finds that the drawings and/or Contract Documents cannot be followed, he shall immediately inform the Owner in writing, and the Owner shall promptly check the accuracy of the information. Any work done after such discovery, until any necessary changes are authorized, will be done at the Contractor's risk.

#### ARTICLE 5 - OWNER'S RESPONSIBILITIES

- 5.1 Owner shall furnish the data required of Owner under the contract documents promptly and shall make payments to the Contractor within a reasonable time (no more than 45 days) after the Work has been accepted by the Owner. The form of all submittals, notices, change orders and other documents permitted or required to be used or transmitted under the contract documents shall be determined by the Owner/Engineer. Standard Owner forms shall be utilized.
- 5.2 The Owner shall provide the lands upon which the Work under this contract is to be done, except that the Contractor shall provide all necessary additional land required for the erection of temporary construction facilities and storage of his materials, together with right of access to same.

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

#### ARTICLE 6 - CHANGES IN THE WORK

- 6.1 Without invalidating the Agreement and without notice to any surety, Owner may, at any time, order additions, deletions or revisions in the Work. These will be authorized by a written amendment, a change order, or a work directive change. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the contract documents (except as otherwise specifically provided).
- 6.2 Contractor shall not be entitled to an increase in the contract price or an extension of the contract time with respect to any Work performed that is not required by the contract documents as amended, modified and supplemented.
- 6.3 Owner and Contractor shall execute appropriate change orders (or written amendments) covering changes in the Work which are ordered by Owner, or which may be required because of acceptance of defective Work.
- 6.4 At any time Engineer may request a quotation from Contractor for a proposed change in the Work and within twenty-one (21) calendar days after receipt, Contractor shall submit a written and detailed proposal for an increase or decrease in the contract price or contract time for the proposed change. Engineer shall have 21 calendar days after receipt of the detailed proposal to respond in writing. The proposal shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in sufficient detail to reasonably permit an analysis by Engineer of all material, labor, equipment, subcontracts, overhead costs and fees, and shall cover all Work involved in the change, whether such Work was deleted, added, changed or impacted. Notwithstanding the request for quotation, Contractor shall carry on the Work and maintain the progress schedule. Delays in the submittal of the written and detailed proposal will be considered non-prejudicial.

#### ARTICLE 7 - CHANGE OF CONTRACT PRICE

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

- 7.2 The contract price may only be changed by change order or by a written amendment. Any claim for an increase or decrease in the contract price shall be based on written notice delivered by the party making the claim to the other party. Notice of the amount of the claim with supporting data shall be delivered within ten (10) days from the beginning of such occurrence and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event.
- 7.3 The value of any Work covered by a change order or of any claim for an increase or decrease in the contract price shall be determined in one of the following ways (at Owner's discretion):
- 7.3.1 Where the Work involved is covered by unit prices contained in the contract documents, cost will be determined by application of such unit prices to the quantities of the items involved.
  - 7.3.2 By mutual acceptance of lump sum.
  - 7.3.3 On the basis of the cost of the Work, plus a 20% Contractor's fee for overhead and profit. (Contractor shall submit an itemized cost breakdown together with supporting data.)
- 7.4 Either Owner or Contractor may make a claim for an adjustment in the contract price. The unit price of an item of unit price Work shall be subject to re-evaluation and adjustment under the following conditions:
- 7.4.1 If the total cost of a particular item of unit price Work amounts to 5% or more of the contract price and the variation in the quantity of the particular item of unit price Work performed by Contractor differs by more than 15% from the estimated quantity of such item indicated in the Agreement; and
  - 7.4.2 If there is no corresponding adjustment with respect to any other item of Work; and
  - 7.4.3 If a Contractor believes that it has incurred additional expense as a result thereof; or
  - 7.4.4 If Owner believes that the quantity variation entitles it to an adjustment in the unit price; or
  - 7.4.5 If the parties are unable to agree as to the effect of any such variations in the quantity of unit price Work performed.

## ARTICLE 8 - CHANGE OF CONTRACT TIME

- 8.1 Contract time may only be changed by a change order or a written amendment. Any claim for an extension or shortening of the contract time shall be based on written notice delivered by the party making the claim to the other party. Notice of the extent of the claim with supporting data shall be delivered within fifteen (15) days from detection or beginning of such occurrence and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event.
- 8.2 The contract time will be extended in an amount equal to time lost due to delays beyond the control of Contractor. Such delays shall include, but not be limited to, acts or neglect by Owner or others performing additional work; or to fires, floods, epidemics, abnormal weather conditions or acts of God.
- 8.3 All time limits stated in the contract documents are of the essence.

## ARTICLE 9 - WARRANTY, TEST/INSPECTION, CORRECTION

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

- 9.3.1 If Contractor fails within seven (7) days after written notice to correct defective work, or fails to perform the work in accordance with the contract documents, or fails to comply with any other provision of the contract documents, Owner may correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, Owner may exclude Contractor from all or part of the site, take possession of all or part of the work, Contractor's tools, construction equipment and machinery at the site or for which Owner has paid Contractor but which are stored elsewhere. All direct, indirect and costs of Owner in exercising such rights and remedies will be charged against Contractor in an amount approved as to reasonableness by Engineer and a change order will be issued incorporating the necessary revisions.
- 9.3.2 If within three years after the date of completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the contract documents, any work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective work or if it has been rejected by Owner, remove it from the site and replace it with non-defective work. If Contractor does not promptly comply with the terms of such instruction, Owner may have the defective work corrected/removed and all direct, indirect and consequential costs of such removal and replacement will be paid by Contractor.

#### ARTICLE 10 - SUSPENSION/TERMINATION OF WORK

- 10.1 Owner may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety (90) days by written notice to Contractor, which will fix the date on which work will be resumed. Contractor shall be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to any suspension if Contractor makes an approved claim therefore.
- 10.2 Owner may terminate the contract if Contractor commences a voluntary case under any chapter of the Bankruptcy Code or any similar action by filing a petition under any other federal or state law relating to the bankruptcy or insolvency; if a petition is filed against the Contractor under any chapter of the Bankruptcy Code or similar relief under any other federal or state law; if Contractor persistently fails to perform the work in accordance with the contract documents; if Contractor disregards laws or regulations of any public body having jurisdiction or the Engineer; or otherwise violates in any substantial way any provisions of the contract.

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

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

#### ARTICLE 11 - CONTRACT CLAIMS

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

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

#### ARTICLE 12 - RESIDENT PROJECT REPRESENTATIVE - DUTIES, RESPONSIBILITIES

- 12.1 Resident Project Representative is Engineer/Owner's Agent, who will act as directed by and under the supervision of the Engineer, and who will confer with Owner/Engineer regarding his actions. Resident Project Representative's dealing in matters pertaining to the on-site work shall, in general, be only with the Owner/Engineer and Contractor and dealings with subcontractors shall only be through or with the full knowledge of Contractor.
- 12.2 Resident Project Representative will:
- 12.2.1 Review the progress schedule, schedule of shop drawing submissions and schedule of values prepared by Contractor and consult with Owner/Engineer concerning their acceptability.
  - 12.2.2 Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with Owner/Engineer and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.
  - 12.2.3 Serve as Owner/Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist him in understanding the intent of the contract documents. As requested by Owner/Engineer, assist in obtaining additional details or information when required at the job site for proper execution of the Work.
  - 12.2.4 Receive and record date of receipt of shop drawings and samples, receive samples which are furnished at the site by Contractor and notify Owner/Engineer of their availability for examination.
  - 12.2.5 Advise Owner/Engineer and Contractor or his superintendent immediately of the commencement of any work requiring a shop drawing or sample submission if the submission has not been approved by the Owner/Engineer.
  - 12.2.6 Conduct on-site observations of the work in progress to assist Owner/Engineer in determining if the work is proceeding in accordance with the contract documents and that completed work will conform to the contract documents.



- 12.2.7 Report to Owner/Engineer whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to the contract documents, or does not meet the requirements of any inspections, tests or approvals required or if work has been damaged prior to final payment; and advise Owner/Engineer when he believes work should be corrected or rejected or should be uncovered of observation or requires special testing, inspection or approval.
- 12.2.8 Verify that tests, equipment and system start-ups and operating and maintenance instructions are conducted as required by the contract documents and in the presence of the required personnel, and that Contractor maintains adequate records thereof; observe, record and report to Engineer appropriate details relative to the test procedures and start-ups.
- 12.2.9 Accompany visiting inspectors representing public or other agencies having jurisdiction over the project; record the outcome of these inspections and report to Owner/Engineer.
- 12.2.10 Transmit to Contractor, Owner/Engineer's clarifications and interpretations of the contract documents.
- 12.2.11 Consider and evaluate Contractor's suggestions or modifications in drawings or Contract Documents and report them with recommendations to Owner/Engineer.
- 12.2.12 Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and sample submissions, reproductions of original contract documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, Owner/Engineer's clarifications and interpretations of the contract documents, progress reports and other project related documents.
- 12.2.13 Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions; list of visiting officials and representatives or manufacturers, fabricators, suppliers and distributors; daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to Owner/Engineer.
- 12.2.14 Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
- 12.2.15 Furnish Owner/Engineer periodic reports as required of progress of the work and Contractor's compliance with the approved progress schedule and schedule of shop drawing submissions.

- 12.2.16 Consult with Owner/Engineer in advance of scheduling major tests, inspections or start of important phases of the work.
- 12.2.17 Report immediately the occurrence of any accident.
- 12.2.18 Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to Owner/Engineer, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.
- 12.2.19 During the course of the work, verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed, and deliver this material to Owner/Engineer for his review prior to final acceptance of the work.
- 12.2.20 Before Owner/Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- 12.2.21 Conduct final inspection in the company of Owner/Engineer and Contractor and prepare a final list of items to be completed or corrected.
- 12.2.22 Verify that all items on final list have been completed or corrected and make recommendations to Owner/Engineer concerning acceptance.
- 12.3 Except upon written instructions of Owner/Engineer, Resident Project Representative.
  - 12.3.1 Shall not authorize any deviation from the contract documents or approve any substitute materials or equipment;
  - 12.3.2 Shall not exceed limitations on Owner/Engineer's authority as set forth in the contract documents;
  - 12.3.3 Shall not undertake any of the responsibilities of Contractor, Subcontractors or Contractor's Superintendent, or expedite the work;
  - 12.3.4 Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the contract documents;
  - 12.3.5 Shall not advise on or issue directions as to safety precautions and programs in connection with the work;

- 12.3.6 Shall not authorize Owner to occupy the project in whole or in part; and
- 12.3.7 Shall not participate in specialized field or laboratory tests.

ARTICLE 13 - APPRENTICES

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

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

**END OF SECTION**