



INVITATION FOR BID
IFB #12-0714-DS
Conservatory Nature Park Construction and Restoration

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

NON-MANDATORY INFORMATION CONFERENCE

In order to insure that all prospective bidders have sufficient information and understanding of the County's needs, a Site Visit will be held immediately following the Information Conference.

The Information Conference will take place at 1:30 PM May 17, 2012 in the Purchasing Conference Room, 1112 Manatee County, Suite 803, Manatee Avenue West, Bradenton Florida. Attendance is not mandatory for the Information Conference, but is highly encouraged.

The Site Visit will commence (at 2:45 PM) on May 17, 2012 at the Conservatory Park, site located at 8027 Conservatory Drive, Sarasota FL 34243 (Manatee County). We encourage all interested bidders to attend the guided site visit.

A site visit is a pre-requisite to submit a Bid.

DEADLINE FOR CLARIFICATION REQUESTS: June 5, 2012 at 3:00 PM
(Reference Bid Article A.06)

TIME AND DATE DUE: June 19, 2012 at 2:00 PM
Manatee County Purchasing Division, 1112 Manatee Avenue West, Bradenton, FL
34205

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

FOR INFORMATION CONTACT:
Donna M. Stevens (941) 749-3045
donna.stevens@mymanatee.org

AUTHORIZED FOR RELEASE: 

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SECTION 00010
INFORMATION TO BIDDERS

A.01 OPENING LOCATION

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

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

A.02 SEALED & MARKED

One original and two copies of your **signed bid** shall be submitted in one **sealed** package, clearly marked on the outside **"Sealed Bid #12-0714-DS, Conservatory Nature Park Construction and Restoration"** with your company name.

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

A.03 SECURING OF DOCUMENTS

Complete individual copies of the bidding documents for the project and/or products can be obtained free of charge at the Manatee County Purchasing Division located at: 1112 Manatee Avenue West, Bradenton, FL 34205; or by calling 941-749-3014. Documents may be obtained between the hours of 8:00 AM to 4:00 PM Monday through Friday with exception of holidays. Complete set of the bidding document must be used in preparing bids. The County assumes no responsibility for errors and misinterpretations resulting from the use of incomplete sets of bidding documents

A.04 BID DOCUMENTS

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

A.04 BID DOCUMENTS(continued)

Manatee County collaborates with the Manatee Chamber of Commerce on distributing solicitations using the RFP Tool web page on the Chambers website: <http://www.Manateechamber.com> to post Bid documents in a portable document format (.PDF) file. This step is in addition to the posting on Manatee County Government web pages.

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

Note: The County posts the Notice of Source Selection seven (7) calendar days prior to the effective date of the award.

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

A.05 MODIFICATION OF BID SPECIFICATIONS

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

A.06 DEADLINE FOR CLARIFICATION REQUESTS

June 5, 2012 at 3:00 PM shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the Invitation for Bids to the Manatee County Purchasing Division. This deadline has been established to maintain fair treatment for all potential bidders, while maintaining the expedited nature of the Economic Stimulus that the contracting of this work may achieve.

A.07 CLARIFICATION & ADDENDA

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

A.07 CLARIFICATION & ADDENDA (cont'd)

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

A.08 LOBBYING

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

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

A.09 UNBALANCED BIDDING PROHIBITED

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

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

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

A.10 FRONT END LOADING OF BID PRICING PROHIBITED

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

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

A.11 WITHDRAWAL OF OFFERS

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

A.12 IRREVOCABLE OFFER

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

A.13 BID EXPENSES

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

A.14 RESERVED RIGHTS

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

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

A.15 APPLICABLE LAWS

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

A.16 COLLUSION

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

A.16 COLLUSION (continued)

- a. any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor;
- b. any prices and/or cost data quoted for this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder, prior to the scheduled opening, directly or indirectly to any other bidder or to any competitor;
- c. no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;
- d. the only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the Contract to be entered into; and
- e. no person or agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding or a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by bidder for purpose of doing business.

A.17 CODE OF ETHICS

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

A.18 BID FORMS

Bids must be submitted on attached County forms, although additional pages may be attached. - **Bidders must fully complete all pages of the Bid Forms. Bid Forms must be executed by an authorized signatory who has the legal authority to make the offer and bind the company. Bidders must fully comply with all bid specifications, terms and conditions.** Failure to comply shall result in Contract default, whereupon, the defaulting vendor shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by the County.

A.19 LEGAL NAME

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

A.20 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

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

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

A.21 DISCOUNTS

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

A.22 TAXES

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

A.23 DESCRIPTIVE INFORMATION

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

A.24 AMERICANS WITH DISABILITIES ACT

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

A.25 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

In accordance with the provisions of Title VI of the Civil Rights Act of 1964 and Title 15, Part 8 of the Code of Federal Regulations, Manatee County hereby notifies all prospective offerors that they will affirmatively ensure minority business enterprises will be afforded full opportunity to participate in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award of contract.

A.26 MBE/WBE

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

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

A.27 MATHEMATICAL ERRORS

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

A.28 DISCLOSURE

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

Bids/Proposals become subject to disclosure 30 days after the Opening or if a notice of intended award decision is made earlier than this time as provided by Florida Statute 119.071(1) (b). If the County rejects all offers and concurrently notices its intent to reissue the solicitation, initial offers are exempt until the County provides notice of its intended decision, or 30 days after the opening of the new offers.

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

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

END OF SECTION A

SECTION 00020
BASIS OF AWARD

B.01 BASIS OF AWARD

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

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

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

Whenever two (2) or more bids are equal with respect to price, quality and service, the bid received from a local business shall be given preference in award. Whenever two (2) or more bids which are equal with respect to price, quality and service are received, and both bids and neither of these bids are received from a local business, the award shall be determined by a chance drawing conducted by the Purchasing Office and open to the public.

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

B.02 SUBCONTRACTORS

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

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

B.03 QUALIFICATIONS OF BIDDERS

Each bidder must possess all licenses required (in accordance with Chapter 489 Florida Statutes) for the Work which is the subject of this bid; and, upon request, shall submit a true copy of all applicable licenses. **The bidding Contractor (company supplying the bid) shall be certified in Florida as either a Certified General Contractor holding an active valid Florida license for a minimum of three (3) years and have a minimum of three (3) years experience in this type of construction which is the subject of this IFB to be considered for award.**

Note: Manatee County will not award a contract to a contractor who has failed to meet a Project Completion Date within the past three years.

To demonstrate qualifications to perform the Work, each bidder must be prepared to submit within five (5) days of County's request, written evidence such as financial data; previous experience, present commitments and other such data as may be requested. Bidder must be able to provide evidence of Bidder's qualification to do business in the state of Florida. Each bidder shall submit as a portion of their bid, a completed Contractor's Questionnaire included as Section 00430.

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

B.04 PREPARATION OF CONTRACT

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

B.05 INSPECTION OF SITE

Inspection of the site is a requirement to be considered for award of this Contract. Prior to submitting a Bid Form, each bidder shall examine the site and all conditions thereon fully familiarizing themselves with the full scope of the project. Failure to become familiar with site conditions will in no way relieve the successful bidder from the necessity of furnishing any materials or performing any work that is required to complete the project in accordance with the plans and specifications. Site visit (s) shall be acknowledged in Section 00300, Bid Form page # 00300-2.

END OF SECTION B

SECTION 00030
GENERAL TERMS AND CONDITIONS OF THE CONTRACT

C.01 CONTRACT FORMS

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

C.02 ASSIGNMENT OF CONTRACT

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

C.03 COMPLETION OF WORK

The Work will be completed and ready for final inspection within the specified calendar days from the date the Contract Time commences to run. Two bids shall be considered based on **Bid "A" 120 calendar days** and **Bid "B"** based on **150 calendar days**. The County has the sole authority to select the bid based on the Completion Time which is in the best interest of the County. Only one award shall be made.

C.04 LIQUIDATED DAMAGES

If the Contractor refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will hinder its completion within the time specified, the County may seek damages. The actual damages for delay will be impossible to determine and in lieu thereof, the Contractor shall pay to the County the sum of **One Thousand One Hundred Forty Eight Dollars (\$1,148.00)** as fixed, agreed, and liquidated damages for each calendar day of the delay until the Work is finally accepted by the County and the Contractor and his Surety shall be liable for the amount thereof.

C.05 PAYMENT

Contractor may apply for partial payment on monthly estimates, based on the amount of Work done or completed in compliance with the provisions of the Contract. Contractor shall submit an application, on a standard pay application form provided or approved by the County, of an approximate estimate of the proportionate value of the Work done, items and locations of the Work performed up to and including the last day of the period then ending. The County will then review said estimate and make any necessary revisions so that the estimate can receive approval for payment. If the Contractor and the County do not agree on the approximate estimate of the proportionate value of the Work done for any pay period, the determination of the County will be binding. The amount of said estimate after deducting any required retainage and all previous payments shall be due and payable to the Contractor, twenty (20) business days if County is its own Engineer of Record (EOR) or twenty-five (25) business days if outside agent approval is required after the pay estimate has been approved by the agent for the County.

C.05 PAYMENT (continued)

In accordance with the Prompt Payment Act, Section 218.735 (7), Florida Statutes, a punch list shall be formulated.

Time allowed for development of punch list:

1. Awarded Contracts with an estimated cost of less than \$10 million will be within thirty (30) calendar days after reaching substantial completion. Substantial completion is defined as reaching beneficial occupancy or use.
2. Awarded Contracts with a cost of \$10 million dollars or more will be within thirty (30) calendar days OR if extended by Contract: up to sixty (60) calendar days after reaching substantial completion. Substantial completion is defined as reaching beneficial occupancy or use.

The final Contract completion date must be at least thirty (30) days after delivery of the list of items. If the list is not provided to the awarded Contractor by the agreed upon date, the Contract completion time must be extended by the number of days the County exceeds the delivery date.

It is the Contractor's responsibility for care of the materials. Any damage to or loss of said materials is the full responsibility of the Contractor. Any Periodical Pay Estimate signed by the Contractor shall be final for any or all Work covered by the Periodical Pay Estimate.

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

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

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

C.05 PAYMENT (continued)

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

C.06 RETAINAGE

A **retainage** of 10% of the total work in place shall be withheld until 50% complete. After 50% completion, the retainage shall be reduced to 5% of the total work in place until final completion and acceptance of the work by the County. Upon final acceptance, the remaining retainage shall be included in the final payment.

C.07 WARRANTY AND GUARANTEE PROVISIONS

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

Note: The specific limited warranty for plantings is 1 year and turf material is 90 days.

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

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

C.08 ROYALTIES AND PATENTS

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

C.09 AUTHORIZED PRODUCT REPRESENTATION

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

C.10 REGULATIONS

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

C.11 CANCELLATION

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

C.12 INDEMNIFICATION

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

C.13 MANUALS, SCHEMATICS, HANDBOOKS (IF APPLICABLE)

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

C.14 INSURANCE

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

a. Workers' Compensation/Employers' Liability

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

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

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

b. Commercial General Liability

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

General Aggregate:

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

c. Business Auto Policy

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

d. County's Protective Liability Coverage

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

- e. Property Insurance
If this Contract includes construction of or additions to above ground buildings or structures, Contractor shall provide "**Builder's Risk**" insurance with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).
- f. Installation Floater
If this Contract does not include construction of or additions to above ground building or structures, **but does involve** the installation of machinery or equipment, Contractor shall provide an "**Installation Floater**" with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).
- g. Certificates of Insurance and Copies of Policies
 Certificates of Insurance in triplicate evidencing the insurance coverage specified in the six above paragraphs a., b., c., d., e., and f., shall be filed with the Purchasing Official before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the bid number, project title and location of project. Insurance shall remain in force at least one (1) year after completion and acceptance of the project by the County, in the amounts and types as stated herein, with coverage for all products and services completed under this Contract.

ADDITIONAL INSURED:

Manatee County, a political subdivision of the State of Florida, shall be specifically named as additional insured on all policies.

If the initial insurance expires prior to the completion of operations and/or services by the Contractor, renewal certificates of insurance and required copies of policies shall be furnished by the Contractor and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration. Nothing herein shall in any manner create any liability of the County in connection with any claim against the Contractor for labor, services, or materials, or of subcontractors; and nothing herein shall limit the liability of the Contractor or Contractor's sureties to the County or to any workers, suppliers, materialmen or employees in relation to this Contract.

h. Certification Requirements – In order for the certificate of insurance to be accepted it must comply with the following:

1. The certificate holder shall be:
Manatee County, a political subdivision of the State of Florida
P.O. Box 1000
Bradenton, FL 34206-1000
2. Certificate shall be mailed to:
Manatee County Purchasing Division
1112 Manatee Avenue West, 8th Floor
Bradenton, FL 34205
Attn: Donna M. Stevens

C.15 BID BOND/CERTIFIED CHECK

By offering a submission to this Invitation For Bid, the Bidder agrees should the Bidder's bid be accepted, **to execute the form of Contract and present the same to Manatee County for approval within ten (10) days after being notified of the awarding of the Contract.** The Bidder further agrees that failure to execute and deliver said form of Contract **within ten (10) days** will result in damages to Manatee County and as guarantee of payment of same a bid bond/certified check shall be enclosed within the submitted sealed bid in the amount of five (5%) percent of the total amount of the bid. The Bidder further agrees that in case the Bidder fails to enter into a Contract, as prescribed by Manatee County, the bid bond/certified check accompanying the bid shall be forfeited to Manatee County as agreed liquidated damages. If the County enters into a Contract with a Bidder, or if the County rejects any and/or all bids, accompanying bond will be promptly returned.

C.16 PERFORMANCE AND PAYMENT BONDS

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

C.16 PERFORMANCE AND PAYMENT BONDS (Continued)

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

Failure of the County at any time, to require performance by the Contractor of any provisions set out in the Contract will in no way affect the right of the County, thereafter, to enforce the provisions. **Bonds are to remain in effect for one (1) year after final payment becomes due.**

C.17 NO DAMAGES FOR DELAY

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County by reason of any delays. The Contractor shall not be entitled to an increase in the Total Contract Price or payment or compensation of any kind from the County or direct, indirect, consequential impact or other costs, expenses for damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided; however, that this provision shall not preclude recovery or damages by the Contractor for hindrance or delays due solely to fraud, bad faith, or active interference on part of the County or its agents. Otherwise, the Contractor shall only be entitled to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

C.18 NO INTEREST

Any monies not paid by the County when claimed to be due to the Contractor under this Contract shall not be subject to interest including prejudgment interest. Any monies not paid by the County when claimed to be due to the Contractor for damages awarded in the case of construction delays shall not be subject to prejudgment interest.

C.19 CONSTRUCTION OF CONTRACT

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

C.20 BE GREEN

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

END OF SECTION C

SECTION 00100
BID SUMMARY

D.01 THE WORK

The Work included in this Contract consists of the improvements to Conservatory Park. The work is inclusive of: site electric, pole mounted solar panels and lines to provide power for the entry signage uplighting and entry gates (at both Conservatory Drive and Desoto woods Drive entrances) water service, fire system, mobilization and demobilization, temporary tree and plant protection, erosion and pollution discharge control, sediment barrier (coir rolls), site clearing earthmoving, asphalt trails, ornamental fencing and pedestrian and vehicular gates, decorative columns, porous pavers, porous concrete, asphalt paving and patching, wheel stops, detectable warning surfaces, handicapped parking signs, pavement marking paint, wooden bollards, wooden footbridges, wood deck, signage (conservation easement, informative, interpretive, rules, identity, regulatory, orienting and entry), dog waste stations, benches, bike racks, trash/recycling receptacles, concrete walks, concrete pads, segmental retaining wall, trees, shrubs, grasses, ferns, perennials, groundcovers, sod, mulch and establishment period water (landscape plants) and establishment period (sod).

As part of the potential work, there is an alternate for providing electrical work at the Conservatory Drive entry signage uplighting and entry gates-vehicular.

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

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

Manatee County shall apply for Building Permit. The Contractor shall be responsible for any County Permit and/or impact fees that may be associated with this project.

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

D.02 SUBCONTRACTORS, SUPPLIERS AND OTHERS

The identity of subcontractors, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment) may be requested by the County for each bid item from any of the Bidders; and the Bidder shall respond within five days after the date of such request. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such subcontractor, supplier, persons or organization if requested by County.

SECTION 00100
BID SUMMARY

D.02 SUBCONTRACTORS, SUPPLIERS AND OTHERS (continued)

If County, after due investigation, has reasonable objection to any proposed subcontractor, supplier, other person or organization, County may, before the Notice of Award is given, request the apparent successful Bidder to submit an acceptable substitute without an increase in Contract Price or Contract Time.

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

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

D.03 BIDS

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

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

D.04 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

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

SECTION 00100
BID SUMMARY

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

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

Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents.

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

D.05 MATERIALS AND WORKMANSHIP

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

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

D.06 REGULATIONS AND MATERIAL DISPOSAL

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

**SECTION 00100
BID SUMMARY**

D.07 PROJECT CLOSE-OUT

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

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

- 1 set Certificate of Warranties
- 1 set Manufacturer's product literature (when applicable)
- 1 set Project Record Drawings
- 1 set Subcontractor Information (when applicable)

D.08 DISCRETIONARY WORK

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

D.09 PROGRESS REQUIREMENTS

The awarded contractor will at the scheduled Pre-Construction meeting provide to the County Representative (s) the construction schedule for review and acceptance.

END OF SECTION D

SECTION 00150

MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION**E.01 Vendor Registration**

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

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

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

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

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

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

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

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

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

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

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

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

- (a) Whenever a responsible local business bidder and a responsible non-local business bidder are found, upon the opening of bids, to have both submitted the lowest responsive bid, the bid of the local bidder shall be awarded the Contract. Should more than one responsible local business bidder match the responsible non-local business bidder's lowest responsive bid, or should no responsible local business bidder match the lowest responsive bid but two (2) 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 (1) 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;
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 (5) years prior to the bid announcement admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law, or a law or administrative regulation regarding fraud;
2. Is not currently subject to an unresolved citation or notice of violation of any Manatee County Code provision, except citations or notices which are the subject of a current legal appeal, as of the date of the bid announcement;
3. Is not delinquent in the payment of any fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, except any such sums which are the subject of a current legal appeal.

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

END OF SECTION E

**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] _____

Business Phone Number: _____

Email Address: _____

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 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 current legal 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 West - Bradenton, FL 34205

**BID FORM
SECTION 00300
(SUBMIT IN TRIPLICATE)**

For: Conservatory Nature Park Construction and Restoration

TOTAL BID PRICE: _____
BID "A" Based on a Completion Time of 120 calendar days
TOTAL BID PRICE: _____
BID "B" Based on a Completion Time of 150 calendar days

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

We, understand that the bid package, in its entirety, including but limited to, all specifications, terms, and conditions shall be made a part of any Agreement or Contract between Manatee County and the successful Bidder.

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

Communications concerning this Bid shall be addressed as follows:

Person's Name: _____

Address: _____ Phone: _____

Date: _____ FL Contractor License# _____

License in the Name of: _____

Bidder is a WBE/MBE Vendor? _____ Certification _____

COMPANY'S NAME: _____

AUTHORIZED SIGNATURE(S): _____

Name and Title of Above Signer(s) _____

CO. MAILING ADDRESS: _____

STATE OF INCORPORATION _____ (if applicable)

TELEPHONE: (____) _____ FAX: (____) _____

Email address: _____

I, _____ on _____ attest that I have visited the (name)
(date)

project site (s) to familiarize myself with the full scope of work required for the bid.

Acknowledge Addendum No. _____ Dated: _____ Acknowledge Addendum No. _____ Dated: _____
 Acknowledge Addendum No. _____ Dated: _____ Acknowledge Addendum No. _____ Dated: _____
 Acknowledge Addendum No. _____ Dated: _____ Acknowledge Addendum No. _____ Dated: _____

**BID FORM
(SUBMIT IN TRIPLICATE)**

**IFB# 12-0714-DS
CONSERVATORY NATURE PARK CONSTRUCTION and RESTORATION**

BID "A" 120 calendar days construction time

NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED COST (\$)
UTILITIES					
1	Site Electric	LS	1	\$	\$
2	Water Service	LS	1	\$	\$
3	Fire System	LS	1	\$	\$
4	Site Solar	LS	1	\$	\$
NATURE PARK ELEMENTS					
5	Mobilization/Demobilization	LS	1	\$	\$
6	Temporary Tree and Plant Protection	LS	1	\$	\$
7	Erosion and Pollution Discharge Control	LS	1	\$	\$
8	Sediment Barrier (Coir Rolls)	LF	4,000	\$	\$
9	Site Clearing	AC	2	\$	\$
10	Earthmoving	LS	1	\$	\$
11	Asphalt Paving-Trails	SF	26,843	\$	\$
12	Ornamental Fencing (at two entries)	LF	1,225	\$	\$
13	Ornamental Pedestrian Gate (at two entries)	EA	3	\$	\$
14	Decorative Columns (at two entries)	EA	10	\$	\$
15	Porous Unit Paving (at two entries)	SF	3,100	\$	\$
16	Pervious Concrete (at two entries)	SF	13,050	\$	\$
17	Asphalt Paving-Conservatory Drive Entry Road and Parking Lot	SF	21,165	\$	\$
18	Asphalt Patching for Entry Drive	SF	300	\$	\$
19	Wheel Stops	EA	8	\$	\$
20	Detectable Warning Surface	EA	2	\$	\$
21	Handicapped Parking Sign	EA	4	\$	\$
22	Pavement Marking Paint (Parking Lot and Handicapped Symbol)	LF	625	\$	\$
23	Wooden Bollards	EA	9	\$	\$
24	Wooden Footbridges	EA	2	\$	\$
25	Wooden Deck	EA	1	\$	\$
26	Conservation Easement Sign	EA	8	\$	\$
27	Dog Waste Station/ Sign	EA	6	\$	\$

BIDDER: _____

AUTHORIZED SIGNATURE: _____ BID "A"

**BID FORM
(SUBMIT IN TRIPLICATE)**

**IFB# 12-0714-DS
CONSERVATORY NATURE PARK CONSTRUCTION and RESTORATION**

BID "A" 120 calendar days construction time

NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED COST (\$)
28	Informative Sign	EA	7	\$	\$
29	Interpretive Sign	EA	4	\$	\$
30	Rules Sign	EA	1	\$	\$
31	Identity Sign	EA	12	\$	\$
32	Regulatory Signage	EA	2	\$	\$
33	Orienting Sign	EA	1	\$	\$
34	Entry Signage	EA	2	\$	\$
35	Mural	EA	1	\$	\$
36	Entry Signage Uplighting	EA	10	\$	\$
37	Benches	EA	4	\$	\$
38	Bike Racks	EA	3	\$	\$
39	Trash/Recycling Receptacles	EA	6	\$	\$
40	Entry Gates-Vehicular	EA	2	\$	\$
41	Cast-in-Place (Concrete Walk)	LS	1	\$	\$
42	Cast-in-Place (Concrete Pads)	SF	3,500	\$	\$
43	Segmental Retaining Wall	LS	1	\$	\$
PLANTING					
Trees					
44	Loblolly Bay	EA	3	\$	\$
Shrubs, Grasses and Ferns					
45	Buddlei davidii (Butterfly Bush), 3 gallon size	EA	448	\$	\$
46	Echinops ritro (Small Globe Thistle), 3 gallon size	EA	440	\$	\$
47	Hamelia patens (Firebush), 3 gallon size	EA	311	\$	\$
48	Hypericum fasciculatum (St. John's Wort), 3 gallon size	EA	65	\$	\$
49	Ilex glabra (Inkberry), 3 gallon size	EA	35	\$	\$
50	Ilex vomitoria (Schilling's Dwarf Holly), 3 gallon size	EA	190	\$	\$
51	Lyonia lucida (Fetterbush), 3 gallon size	EA	25	\$	\$
52	Spartina bakeri (Sand Cordgrass), 3 gallon size	EA	3036	\$	\$
53	Vaccinium myrsinites (Shiny Blueberry), 3 gallon size	EA	112	\$	\$
54	Osmunda cinnamomea (Cinnamon Fern), 3 gallon size	EA	33	\$	\$

BIDDER: _____

AUTHORIZED SIGNATURE: _____ BID "A"

**BID FORM
(SUBMIT IN TRIPLICATE)**

**IFB# 12-0714-DS
CONSERVATORY NATURE PARK CONSTRUCTION and RESTORATION**

BID "A" 120 calendar days construction time

NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED COST (\$)
Perennials					
55	Pentas lanceolata 'Graffiti Pink' (Pentas), 1 gallon size	EA	396	\$	\$
56	Pentas lanceolata 'Graffiti Red' (Pentas), 1 gallon size	EA	424	\$	\$
57	Pentas lanceolata 'Graffiti White' (Pentas), 1 gallon size	EA	206	\$	\$
Groundcovers					
58	Licania michauxii (Gopher Apple), 1 gallon size	EA	146	\$	\$
59	Mimosa strigillosa (Sunshine Mimosa), 1 gallon size	EA	213	\$	\$
Sod, Trail Edge					
60	Stenotaphrum 'Palmetto', (Palmetto St. Augustine Sod)	SF	12,000	\$	\$
61	Mulch (Pine Straw)	CY	299	\$	\$
62	One Year Established Period Watering for Landscape Plants	LS	1	\$	\$
63	90-Day Establishment Period Watering for Sod	LS	1	\$	\$
SUBTOTAL				\$	\$
Discretionary Work				\$75,000.00	\$75,000.00
BID "A" BASED ON TOTAL COMPLETION TIME OF 120 CALENDAR DAYS			TOTAL COST	\$	\$
Alternate # 1 (do not include in Total Cost)					
64	Electrical Work (Conservatory Drive-entry signage uplighting and entry gates-vehicular)	LS	1	\$	\$

BIDDER: _____

AUTHORIZED SIGNATURE: _____ BID "A"

BID FORM
(SUBMIT IN TRIPLICATE)

IFB# 12-0714-DS
CONSERVATORY NATURE PARK CONSTRUCTION and RESTORATION

BID "B" 150 calendar days construction time

NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED COST (\$)
UTILITIES					
1	Site Electric	LS	1	\$	\$
2	Water Service	LS	1	\$	\$
3	Fire System	LS	1	\$	\$
4	Site Solar	LS	1	\$	\$
NATURE PARK ELEMENTS					
5	Mobilization/Demobilization	LS	1	\$	\$
6	Temporary Tree and Plant Protection	LS	1	\$	\$
7	Erosion and Pollution Discharge Control	LS	1	\$	\$
8	Sediment Barrier (Coir Rolls)	LF	4,000	\$	\$
9	Site Clearing	AC	2	\$	\$
10	Earthmoving	LS	1	\$	\$
11	Asphalt Paving-Trails	SF	26,843	\$	\$
12	Ornamental Fencing (at two entries)	LF	1,225	\$	\$
13	Ornamental Pedestrian Gate (at two entries)	EA	3	\$	\$
14	Decorative Columns (at two entries)	EA	10	\$	\$
15	Porous Unit Paving (at two entries)	SF	3,100	\$	\$
16	Pervious Concrete (at two entries)	SF	13,050	\$	\$
17	Asphalt Paving-Conservatory Drive Entry Road and Parking Lot	SF	21,165	\$	\$
18	Asphalt Patching for Entry Drive	SF	300	\$	\$
19	Wheel Stops	EA	8	\$	\$
20	Detectable Warning Surface	EA	2	\$	\$
21	Handicapped Parking Sign	EA	4	\$	\$
22	Pavement Marking Paint (Parking Lot and Handicapped Symbol)	LF	625	\$	\$
23	Wooden Bollards	EA	9	\$	\$
24	Wooden Footbridges	EA	2	\$	\$
25	Wooden Deck	EA	1	\$	\$
26	Conservation Easement Sign	EA	8	\$	\$
27	Dog Waste Station/ Sign	EA	6	\$	\$

BIDDER: _____

AUTHORIZED SIGNATURE: _____ BID "B"

BID FORM
(SUBMIT IN TRIPLICATE)

IFB# 12-0714-DS
CONSERVATORY NATURE PARK CONSTRUCTION and RESTORATION

BID "B" 150 calendar days construction time

NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED COST (\$)
28	Informative Sign	EA	7	\$	\$
29	Interpretive Sign	EA	4	\$	\$
30	Rules Sign	EA	1	\$	\$
31	Identity Sign	EA	12	\$	\$
32	Regulatory Signage	EA	2	\$	\$
33	Orienting Sign	EA	1	\$	\$
34	Entry Signage	EA	2	\$	\$
35	Mural	EA	1	\$	\$
36	Entry Signage Uplighting	EA	10	\$	\$
37	Benches	EA	4	\$	\$
38	Bike Racks	EA	3	\$	\$
39	Trash/Recycling Receptacles	EA	6	\$	\$
40	Entry Gates-Vehicular	EA	2	\$	\$
41	Cast-in-Place (Concrete Walk)	LS	1	\$	\$
42	Cast-in-Place (Concrete Pads)	SF	3,500	\$	\$
43	Segmental Retaining Wall	LS	1	\$	\$
PLANTING					
Trees					
44	Loblolly Bay	EA	3	\$	\$
Shrubs, Grasses and Ferns					
45	Buddlei davidii (Butterfly Bush), 3 gallon size	EA	448	\$	\$
46	Echinops ritro (Small Globe Thistle), 3 gallon size	EA	440	\$	\$
47	Hamelia patens (Firebush), 3 gallon size	EA	311	\$	\$
48	Hypericum fasciculatum (St. John's Wort), 3 gallon size	EA	65	\$	\$
49	Ilex glabra (Inkberry), 3 gallon size	EA	35	\$	\$
50	Ilex vomitoria (Schilling's Dwarf Holly), 3 gallon size	EA	190	\$	\$
51	Lyonia lucida (Fetterbush), 3 gallon size	EA	25	\$	\$
52	Spartina bakeri (Sand Cordgrass), 3 gallon size	EA	3036	\$	\$
53	Vaccinium myrsinites (Shiny Blueberry), 3 gallon size	EA	112	\$	\$
54	Osmunda cinnamomea (Cinnamon Fern), 3 gallon size	EA	33	\$	\$

BIDDER: _____

AUTHORIZED SIGNATURE: _____

BID "B"

**BID FORM
(SUBMIT IN TRIPLICATE)**

IFB# 12-0714-DS CONSERVATORY NATURE PARK CONSTRUCTION and RESTORATION					
BID "B" 150 calendar days construction time					
NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED COST (\$)
Perennials					
55	Pentas lanceolata 'Graffiti Pink' (Pentas), 1 gallon size	EA	396	\$	\$
56	Pentas lanceolata 'Graffiti Red' (Pentas), 1 gallon size	EA	424	\$	\$
57	Pentas lanceolata 'Graffiti White' (Pentas), 1 gallon size	EA	206	\$	\$
Groundcovers					
58	Licania michauxii (Gopher Apple), 1 gallon size	EA	146	\$	\$
59	Mimosa strigillosa (Sunshine Mimosa), 1 gallon size	EA	213	\$	\$
Sod, Trail Edge					
60	Stenotaphrum 'Palmetto', (Palmetto St. Augustine Sod)	SF	12,000	\$	\$
61	Mulch (Pine Straw)	CY	299	\$	\$
62	One Year Establishment Period Watering for Landscape Plants	LS	1	\$	\$
63	90-Day Establishment Period Watering for Sod	LS	1	\$	\$
SUBTOTAL				\$	\$
Discretionary Work				\$75,000.00	\$75,000.00
BID "B" BASED ON TOTAL COMPLETION TIME OF 150 CALENDAR DAYS			TOTAL COST	\$	\$
Alternate # 1 (do not include in Total Cost)					
64	Electrical Work (Conservatory Drive-entry signage uplighting and entry gates-vehicular)	LS	1	\$	\$

BIDDER: _____

AUTHORIZED SIGNATURE: _____

BID "B"

**SWORN STATEMENT
THE FLORIDA TRENCH SAFETY ACT**

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

1. This Sworn Statement is submitted with IFB No. #12-0714-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 County 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:

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

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

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

(AUTHORIZED SIGNATURE / TITLE)

SWORN to and subscribed before me this _____ day of _____, 2012.

(Impress official seal)

Notary Public, State of Florida: _____

My commission expires: _____

SECTION 00430
CONTRACTOR'S QUESTIONNAIRE
(Submit in Triplicate)

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

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID/QUOTE.

- 1. LICENSE #: _____
License Issued to _____
COMPANY'S NAME: _____

_____ CO. PHYSICAL ADDRESS

_____ CITY

_____ STATE of INCORPORATION, IF APPLICABLE) _____ (ZIP CODE)

(_____) _____ TELEPHONE NUMBER: (_____) _____ FAX

EMAIL ADDRESS: _____

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

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

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

For how many years? _____ Is this firm in bankruptcy? _____

*(Minimum requirement is three years holding a valid Florida Certified General Contractor's **with three** years performing the same type of work)*

_____ **Years holding a Certified General Contractors License**

_____ **Years experience performing this type of project.**

BIDDER: _____

Has license ever been suspended, revoked, removed or under investigation?

5. Describe and give the date and County of the last three government or private mitigation bank work of similar scope you've completed which are similar in cost, type, size, and nature as the one proposed (for a public entity), include contact name and phone number. Provide the Budget, Actual Cost, Size and Summary of Work for each project. "Attach additional pages as necessary".

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

7. Have you ever failed to complete work awarded to you? Or provide projects not completed within Contract time. If so, state when, where (Contact name, address, phone number) and why?

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

BIDDER: _____

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

- 1. _____
- 2. _____
- 3. _____

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

Have you visited the site (s)? _____

Provide date/ (s) of site visit: _____

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

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

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

BIDDER: _____

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

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

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

Surety's Name: _____

Surety's Address: _____

Surety's Address: _____

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

Phone: (_____) _____

Email _____

BIDDER: _____

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 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.

(Cont'd.)

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction shall prove the same with documentation satisfactory to 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 _____

Personally known _____ OR Produced identification _____
[Type of identification]

Notary Public Signature My commission expires _____

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

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

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

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

Phone: () _____

Article 1. WORK

CONTRACTOR shall furnish all labor, materials, supplies, and other items required to complete the Work for IFB No. **12-0714-DS 2012 Conservatory Nature Park-Construction and Restoration** in strict accordance with Contract Documents and any duly authorized subsequent addenda thereto, all of which are made a part hereof.

Article 2. ENGINEER

The County of Manatee, Public Works Department, is responsible as the COUNTY and **IBI Group, Inc.** hereinafter referred to as "ENGINEER," designed this project and is responsible for technical/engineering reviews and decisions. The ENGINEER is a member of the COUNTY'S project management team which is collectively responsible in ensuring the Work is completed in accordance with the Contract Documents.

All communication involving this project will be addressed to Mr. Alan Meronek, Facilities Project Manager, Property Management. All invoicing will be addressed to the attention of Mr. Alan Meronek, Facilities Project Manager (address noted below) with invoice copies sent to IBI Group Inc. (Ms. Suzanne Thompson).

Manatee County Property Management Dept.
IFB# 12-0714-DS
Attention: Mr. Alan Meronek
Facilities Project Manager
1112 Manatee Avenue West
Bradenton, Florida 34205
Phone (941) 748-4501 ext. 3097

IBI Group, Inc.
IFB# 12-0714-DS
Attn: Suzanne Thompson RLA, LEED® AP
Project Engineer
1421 5th Street, Suite B
Sarasota Florida 34236
Phone (941) 954-1718

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

Article 3. CONTRACTOR'S REPRESENTATIONS

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

- 3.1 CONTRACTOR has familiarized itself with the nature and extent of the Bid Documents, Work, site, locality and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 3.2 CONTRACTOR has studied carefully all drawings of the physical conditions upon which CONTRACTOR is entitled to rely.
- 3.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies which pertain to the physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Bid Documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.
- 3.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Bid Documents with respect to existing underground facilities at or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. Any additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said underground facilities conducted by the CONTRACTOR will be done at the CONTRACTOR'S expense.
- 3.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Bid.
- 3.6 CONTRACTOR has given COUNTY written notice of all conflicts, errors or discrepancies that have been discovered in the Bid Documents and the written resolution thereof by COUNTY is acceptable to CONTRACTOR.
- 3.7 CONTRACTOR shall schedule and perform the Work subject to COUNTY'S approval and shall hold COUNTY harmless from all liabilities incurred due to CONTRACTOR'S failure to coordinate with the COUNTY.

Article 4. CONTRACT DOCUMENTS

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

- 4.1 This Agreement and Bid Document **IFB#12-0714-DS**
- 4.2 Performance and/or other Bonds and Insurance Certificate(s)
- 4.3 Drawings (attached by reference)
- 4.4 Addenda numbers _____ to _____, inclusive.
- 4.5 CONTRACTOR'S Bid Form and any other information submitted by Contractor prior to Notice of Award.
- 4.6 The following which may be delivered or issued after the effective date of the Agreement and are not attached hereto: all written Change Orders and other documents amending, modifying, or supplementing the Contract Documents.
- 4.7 The documents listed in paragraphs above are attached to this Agreement (except as noted otherwise above). There are no Contract Documents other than those listed above in this Article 4.

Article 5. MISCELLANEOUS

- 5.1 Terms used in this Agreement are defined in Article 1 of the General Conditions.
- 5.2 No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignee from any duty or responsibility under the Contract Documents.
- 5.3 COUNTY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

The COUNTY will pay, and the CONTRACTOR will accept in full consideration for the performance of the Work (IFB No. #12-0714-DS, 2012 Conservatory Nature Park Construction and Restoration) subject to additions and deductions as provided therein, the sum of _____ Dollars and xxxxxxxxxxxxxxxx Cents (\$ xxxxxxxxxxxxxxxx) for Bid " X " based on Completion Time of _xxx_ calendar days and the sum of **\$1,148.00** as liquidated damages for each calendar day of delay.

Contractor

By: _____

Print Name: _____

Title: _____

MANATEE COUNTY GOVERNMENT

BY: _____ For the County
Signature

Melissa M. Wendel, CPPO, Purchasing Official
Name and Title of Signer

Date: _____

SECTION 00700
GENERAL CONDITIONS

ARTICLE I - DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 Contract 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 bidder stating Award has been approved by the Board of County Commissioners; or by the Purchasing Official in accordance with Manatee County Purchasing Code of Law, Chapter 2-26, Manatee County Purchasing Ordinance.

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

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

Owner - Manatee County Florida, Board of County Commissioners, a political subdivision of the State of Florida.

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

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

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

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

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

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 Bid Price and will subdivide the Work into components parts in sufficient detail to serve as the 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.

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

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

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

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

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

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

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

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

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

Work Directive Change - A written directive to Contractor, issued on or after the effective date of the Agreement and signed by County and recommended by Project Representative ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed or to emergencies.

A work directive change may not change the Contract price or the Contract time; but is evidence that the parties expect that the change directed or documented by a work directive change will be incorporated in a subsequently issued change order following negotiations by the parties as to its effect, if any, on the Contract price or Contract time.

ARTICLE 2 - PRELIMINARY MATTERS

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

- 2.1 The Contractor must submit a proposed schedule of the Work at the preconstruction conference. The purpose of this schedule is to enable the County to govern the Work, to protect the functions of the local government and its citizens and to aid in providing appropriate surveillance. The County shall have the right to reschedule work provided such rescheduling is in accord with the remainder of terms of the Contract. The schedule shall show, as a minimum, the approximate dates on which each segment of the work is expected to be started and finished, the proposed traffic flows during each month, the anticipated earnings by the Contractor for each month and the approximate number of crews and equipment to be used. The County, after necessary rescheduling and obtaining additional information for specific purposes, shall review and approve the schedule. The Contractor shall also forward to the County, as soon as practicable after the first day of each month, a summary report of the progress of the various parts of the work under the Contract, in fabrication and in the field, stating the existing status, estimated time of completion and cause of delay, if any. Together with the summary report, the Contractor shall submit any necessary revisions to the original schedule for the County's review and approval. In addition, more detailed schedules may be required by the County for daily traffic control.
- 2.2 A Notice to Proceed may be given at any time within thirty (30) days after the effective date of the Agreement. The Contract time will commence at the time specified in such notice. Contractor shall start to perform the Work on the date specified in the Notice to Proceed, but no work shall be done at the site prior to the date on which the Contract time commences to run.

- 2.3 If at any time the materials and appliances to be used appear to the County as insufficient or improper for securing the quality of work required or the required rate of progress, the County may order the Contractor to increase his efficiency or to improve the character of his work and the Contractor shall conform to such an order. The failure of the County to demand any increase of such efficiency of any improvement shall not release the County from his obligation to secure the quality of work or the rate of progress necessary to complete the Work within the limits imposed by the Contract. The County may require the Contractor to remove from the Work such employees as the County deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the Work is deemed to be contrary to the County's interest.
- 2.4 The County reserves the right to let other Contracts in connection with this Work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and execution of their Work, and promptly connect and coordinate the Work with theirs.

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

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

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

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

- 3.3 The Contract documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:
- 3.3.1 Formal Written Amendment
 - 3.3.2 Change Order
 - 3.3.3 Administrative Contract Adjustment (ACA)
 - 3.3.4 Work Directive Change
- 3.4 In addition, the requirements of the Contract documents may be supplemented and minor variations and deviations in the Work may be authorized in one or more of the following ways:
- 3.4.1 Discretionary Work – Field Directive
 - 3.4.2 Engineer's Approval of a Shop Drawing or Sample.

ARTICLE 4 - CONTRACTOR'S RESPONSIBILITIES

- 4.1 Contractor shall keep on the Work at all times during its progress a competent resident superintendent; who shall be the Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.
- 4.2 Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract documents. Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto and except as otherwise indicated in the Contract documents, all Work at the site shall be performed during regular working hours and Contractor will not permit overtime work or the performance of work on Saturday, Sunday or legal holiday without County's written consent given after prior notice to Engineer (at least 72 hours in advance).
- 4.2.1 Contractor shall pay for all additional engineering charges to the County for any overtime work which may be authorized. Such additional engineering charges shall be a subsidiary obligation of Contractor and no extra payment shall be made by County on account of such overtime work. At County's option, overtime costs may be deducted from Contractor's monthly payment request or Contractor's retainage prior to release of final payment.

- 4.3 Unless otherwise specified, Contractor shall furnish and assume full responsibility for all bonds, insurance, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.
- 4.4 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract documents. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instruction of the applicable supplier except as otherwise provided in the Contract documents.
- 4.5 Contractor shall be fully responsible to County for all acts and omissions of the subcontractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect Contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between County or Engineer and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of County to pay or to see to the payment of any monies due any such subcontractor, supplier or other person or organization.
- 4.6 Permits: Unless otherwise provided, Contractor shall obtain and pay for all construction permits and licenses. County shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.
- 4.7 During the progress of the Work, Contractor shall keep the premises free from accumulation of waste materials rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials and shall leave the site clean and ready for occupancy by County. Contractor shall restore to original conditions all property not designated for alteration by the Contract Documents.
- 4.8 Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.
- 4.9 Safety and Protection: Contractor shall comply with the Florida Department of Commerce Safety Regulations and any local safety regulations. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:

- 4.9.1 all employees on the work and other persons and organizations who may be affected thereby;
- 4.9.2 all the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
- 4.9.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

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

- 4.10 Emergencies: In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from Engineer or County, is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract documents have been caused thereby. If County determines that a change in the Contract documents is required because of the action taken in response to an emergency, a work directive change or change order will be issued to document the consequences of the changes or variation.
- 4.11 For substitutes not included with the bid, but submitted after the effective date of the Agreement, Contractor shall make written application to Engineer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified.

The application will also contain an itemized estimate of all costs and delays or schedule impacts that will result directly or indirectly from review, acceptance and provisions of such substitute, including costs of redesign and claims of other Contractors affected by the resulting change, all of which will be considered by the Engineer in evaluating the proposed substitute. Engineer may require Contractor to furnish at Contractor's expense, additional data about the proposed substitute. In rendering a decision, County/Engineer and Contractor shall have access to any available float time in the construction schedule. In the event that substitute materials or equipment not included as part of the bid, but proposed after the effective date of the agreement, are accepted and are less costly than the originally

specified materials or equipment, then the net difference in cost shall be credited to the County and an appropriate change order executed.

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

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

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

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

The Contractor will be held responsible for the preservation of all stakes, marks and if for any reason any of the stakes or marks or batter boards become destroyed or disturbed, they will be immediately and accurately replaced by the Contractor.

- 4.13 The Contractor has, by careful examination, satisfied himself as to the nature and location of the work and all other matters which can in any way affect the work under this Contract, including, but not limited to details pertaining to boring, as shown on the drawings, are not guaranteed to be more than a general indication of the materials likely to be found adjacent to holes bored at the site of the work, approximately at the locations indicated. The Contractor shall examine boring data, where available, and make his own interpretation of the subsoil investigations and other preliminary data, and shall base his bid on his own opinion of the conditions likely to be encountered. In no event shall an extension of time be considered for any conditions that existed at the time of bidding, nor shall the Contractor receive extra compensation for completion of the project as intended by the drawings and in keeping with the contract documents. No verbal agreement or conversation with any officer, agent or employee of the County, before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.
- 4.14 If the Contractor, in the course of the Work, finds that the drawings and/or Contract Documents cannot be followed, he shall immediately inform the County in writing, and the County shall promptly check the accuracy of the information. Any work done after such discovery, until any necessary changes are authorized, will be done at the Contractor's risk.

ARTICLE 5 - COUNTY'S RESPONSIBILITIES

- 5.1 County shall furnish the data required of County under the Contract documents promptly and shall make payments to the Contractor within a reasonable time {no more than twenty (20) days} after the Work has been accepted by the County. The form of all submittals, notices, change orders and other documents permitted or required to be used or transmitted under the Contract documents shall be determined by the County/Engineer. Standard County forms shall be utilized.
- 5.2 The County shall provide the lands upon which the Work under this Contract is to be done, except that the Contractor shall provide all necessary additional land required for the erection of temporary construction facilities and storage of his materials, together with right of access to same.
- 5.3 The County shall have the right to take possession of and use any completed portions of the work, although the time for completing the entire work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents.

ARTICLE 6 - CHANGES IN THE WORK

- 6.1 Without invalidating the Agreement and without notice to any surety, County may, at any time, order additions, deletions or revisions in the Work. These will be authorized by a written amendment, a change order, or a work directive change. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract documents (except as otherwise specifically provided).
- 6.2 Contractor shall not be entitled to an increase in the Contract price or an extension of the Contract time with respect to any Work performed that is not required by the Contract documents as amended, modified and supplemented.
- 6.3 County and Contractor shall execute appropriate change orders (or written amendments) covering changes in the Work which are ordered by County, or which may be required because of acceptance of defective Work.
- 6.4 At any time Engineer may request a quotation from Contractor for a proposed change in the Work and within twenty-one (21) calendar days after receipt, Contractor shall submit a written and detailed proposal for an increase or decrease in the Contract price or Contract time for the proposed change. Engineer shall have twenty-one (21) calendar days after receipt of the detailed proposal to respond in writing. The proposal shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in sufficient detail to reasonably permit an analysis by 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 (1) of the following ways (at County's discretion):
- 7.3.1 Where the Work involved is covered by unit prices contained in the Contract documents, cost will be determined by application of such unit prices to the quantities of the items involved.
 - 7.3.2 By mutual acceptance of lump sum.
 - 7.3.3 On the basis of the cost of the Work, plus a 15% Contractor's fee for overhead and profit. (Contractor shall submit an itemized cost breakdown together with supporting data.)
- 7.4 Either County or Contractor may make a claim for an adjustment in the Contract price. The unit price of an item of unit price Work shall be subject to re-evaluation and adjustment under the following conditions:
- 7.4.1 If the total cost of a particular item of unit price Work amounts to 5% or more of the Contract price and the variation in the quantity of the particular item of unit price Work performed by Contractor differs by more than 15% from the estimated quantity of such item indicated in the Agreement; and
 - 7.4.2 If there is no corresponding adjustment with respect to any other item of Work; and
 - 7.4.3 If a Contractor believes that it has incurred additional expense as a result thereof; or
 - 7.4.4 If County believes that the quantity variation entitles it to an adjustment in the unit price; or
 - 7.4.5 If the parties are unable to agree as to the effect of any such variations in the quantity of unit price Work performed.

ARTICLE 8 - CHANGE OF CONTRACT TIME

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

ARTICLE 9 - WARRANTY, TEST/INSPECTION, CORRECTION

- 9.1 Contractor warrants (for a minimum period of three (3) years or as otherwise stated herein) and guarantees to County that all Work will be in accordance with the Contract documents and will not be defective; that County, representatives of County, governmental agencies with jurisdictional interests will have access to the Work at reasonable time for their observation, inspecting and testing. (Contractor shall give Engineer timely notice of readiness of the work for all required approvals and shall assume full responsibility, including costs, in obtaining required tests, inspections, and approval certifications and/or acceptance, unless otherwise stated by County.)
- 9.2 If any work (including work of others) that is to be inspected, tested, or approved is covered without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice. Neither observations by Engineer nor inspections, tests, or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract documents.
- 9.3 If the Work is defective, or Contractor fails to supply sufficient skilled workers, or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract documents, County may order Contractor to stop the Work, or any portion thereof and terminate payments to the Contractor until the cause for such order has been eliminated.

Contractor shall bear all direct, indirect and consequential costs for satisfactory reconstruction or removal and replacement with non-defective Work, including, but not limited to fees and charges of engineers, architects, attorneys and other professionals and any additional expenses experienced by County due to delays to other Contractors performing additional Work and an appropriate deductive change order shall be issued. Contractor shall further bear the responsibility for maintaining schedule and shall not be entitled to an extension of the Contract time and the recovery of delay damages due to correcting or removing defective Work.

9.3.1 If Contractor fails within seven (7) days after written notice to correct defective Work, or fails to perform the Work in accordance with the Contract documents, or fails to comply with any other provision of the Contract documents, County may correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from all or part of the site, take possession of all or part of the Work, Contractor's tools, construction equipment and machinery at the site or for which County has paid Contractor but which are stored elsewhere. All direct, indirect and costs of County in exercising such rights and remedies will be charged against Contractor in an amount approved as to reasonableness by Engineer and a change order will be issued incorporating the necessary revisions.

9.3.2 If within three (3) years after the date of completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract documents, any Work is found to be defective, Contractor shall promptly, without cost to County and in accordance with County's written instructions, either correct such defective Work or if it has been rejected by County, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instruction, County may have the defective Work corrected/removed and all direct, indirect and consequential costs of such removal and replacement will be paid by Contractor.

ARTICLE 10 - SUSPENSION/TERMINATION OF WORK

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

- 10.2 County may terminate the Contract if Contractor commences a voluntary case under any chapter of the Bankruptcy Code or any similar action by filing a petition under any other federal or state law relating to the bankruptcy or insolvency; if a petition is filed against the Contractor under any chapter of the Bankruptcy Code or similar relief under any other federal or state law; if Contractor persistently fails to perform the Work in accordance with the Contract documents; if Contractor disregards laws or regulations of any public body having jurisdiction or the Engineer; or otherwise violates in any substantial way any provisions of the Contract.
- 10.2.1 County may, after giving Contractor (and the surety, if there is one) seven (7) days written notice and to the extent permitted by laws and regulations, terminate the services of Contractor; exclude Contractor from the site and take possession of the Work and of all Contractor's tools, construction equipment and machinery at the site and use the same to the full extent they could be used (without liability to Contractor for trespass or conversion); incorporate in the Work all materials and equipment stored at the site or for which County has paid Contractor but which are stored elsewhere, and finish the Work as County may deem expedient. In such case, Contractor shall not be entitled to receive any further payment beyond an amount equal to the value of material and equipment not incorporated in the Work, but delivered and suitably stored, less the aggregate of payments previously made. If the direct and indirect costs of completing the Work exceed the unpaid balance of the Contract price, Contractor shall pay the difference to County. Such costs incurred by County shall be verified by County and incorporated in a change order; but in finishing the Work, County shall not be required to obtain the lowest figure for the Work performed. Contractor's obligations to pay the difference between such costs and such unpaid balance shall survive termination of the Agreement.
- 10.3 If, through no act or fault of Contractor, the Work is suspended for a period of more than ninety (90) days by County or under an order of court or other public authority, or Engineer fails to act on any application or fails to pay Contractor any sum finally determined to be due; then Contractor may, upon seven (7) days written notice to County terminate the Agreement and recover from County payment for all Work executed, any expense sustained plus reasonable termination expenses. In lieu of terminating the Agreement, if Engineer has failed to act on any application of payment or County has failed to make any payment as aforesaid, Contractor may upon seven (7) days written notice to County, stop the Work until payment is made of all amounts then due.

ARTICLE 11 - CONTRACT CLAIMS

- 11.1 The rendering of a decision by Engineer with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by County or Contractor of such right or remedies as either may otherwise have under the Contract documents or by laws or regulations in respect of any such claim, dispute or other matter. No action, either at law or at equity, shall be brought in connection with any such claim, dispute or other matter later than thirty (30) days after the date on which County/Engineer has rendered such written decision in respect thereof. Failure to bring an action within said thirty (30) day period shall result in Engineer's decision being final and binding on the Contractor. In no event may any such action be brought after the time at which instituting such proceedings would be otherwise barred by the applicable statute of limitations.
- 11.2 Before bringing any action in court pertaining to any claim, dispute or other matter in question(s) arising out of or relating to the Contract documents or the breach thereof, or Engineer's final decision, except for claims which have been waived by the making and acceptance of final payment, the Contractor shall first submit written notice(s) of Contract claims to the Purchasing Official for a decision; within the earlier of sixty (60) days after the last date on which the Contractor provided any goods or services required by the Contract or after the date on which the Contractor knew or should have known such a claim existed. The Manatee County Code of Law Section 2-26-63 Contract Claims details the requirements and process for such a claim.

ARTICLE 12 - RESIDENT PROJECT REPRESENTATIVE – DUTIES/RESPONSIBILITIES

- 12.1 Resident Project Representative is Engineer/County's Agent, who will act as directed by and under the supervision of the Engineer, and who will confer with County/Engineer regarding his actions. Resident Project Representative's dealing in matters pertaining to the on-site Work shall, in general, be only with the County/Engineer and Contractor and dealings with subcontractors shall only be through or with the full knowledge of Contractor.
- 12.2 Resident Project Representative will:
- 12.2.1 Review the progress schedule, schedule of shop drawing submissions and schedule of values prepared by Contractor and consult with County/Engineer concerning their acceptability.
 - 12.2.2 Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with County/Engineer and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.

- 12.2.3 Serve as County/Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist him in understanding the intent of the Contract documents. As requested by County/Engineer, assist in obtaining additional details or information when required at the job site for proper execution of the Work.
- 12.2.4 Receive and record date of receipt of shop drawings and samples, receive samples which are furnished at the site by Contractor and notify County/Engineer of their availability for examination.
- 12.2.5 Advise County/Engineer and Contractor or his superintendent immediately of the commencement of any Work requiring a shop drawing or sample submission if the submission has not been approved by the County/Engineer.
- 12.2.6 Conduct on-site observations of the Work in progress to assist County/Engineer in determining if the Work is proceeding in accordance with the Contract documents and that completed Work will conform to the Contract documents.
- 12.2.7 Report to County/Engineer whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract documents, or does not meet the requirements of any inspections, tests or approvals required or if Work has been damaged prior to final payment; and advise County/Engineer when he believes Work should be corrected or rejected or should be uncovered of observation or requires special testing, inspection or approval.
- 12.2.8 Verify that tests, equipment and system start-ups and operating and maintenance instructions are conducted as required by the Contract documents and in the presence of the required personnel, and that Contractor maintains adequate records thereof; observe, record and report to Engineer appropriate details relative to the test procedures and start-ups.
- 12.2.9 Accompany visiting inspectors representing public or other agencies having jurisdiction over the project; record the outcome of these inspections and report to County/Engineer.
- 12.2.10 Transmit to Contractor, County/Engineer's clarifications and interpretations of the Contract documents.
- 12.2.11 Consider and evaluate Contractor's suggestions or modifications in drawings or Contract Documents and report them with recommendations to County/Engineer.

- 12.2.12 Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and sample submissions, reproductions of original Contract documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, County/Engineer's clarifications and interpretations of the Contract documents, progress reports and other project related documents.
- 12.2.13 Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions; list of visiting officials and representatives or manufacturers, fabricators, suppliers and distributors; daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to County/Engineer.
- 12.2.14 Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
- 12.2.15 Furnish County/Engineer periodic reports as required of progress of the Work and Contractor's compliance with the approved progress schedule and schedule of shop drawing submissions.
- 12.2.16 Consult with County/Engineer in advance of scheduling major tests, inspections or start of important phases of the Work.
- 12.2.17 Report immediately the occurrence of any accident.
- 12.2.18 Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to County/Engineer, noting particularly their relation to the schedule of values, Work completed and materials and equipment delivered at the site, but not incorporated in the Work.
- 12.2.19 During the course of the Work, verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed, and deliver this material to County/Engineer for his review prior to final acceptance of the Work.
- 12.2.20 Before County/Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- 12.2.21 Conduct final inspection in the company of County/Engineer and Contractor and prepare a final list of items to be completed or corrected.

- 12.2.22 Verify that all items on final list have been completed or corrected and make recommendations to County/Engineer concerning acceptance.
- 12.3 Except upon written instructions of County/Engineer, Resident Project Representative.
 - 12.3.1 Shall not authorize any deviation from the Contract documents or approve any substitute materials or equipment;
 - 12.3.2 Shall not exceed limitations on County/Engineer's authority as set forth in the Contract documents;
 - 12.3.3 Shall not undertake any of the responsibilities of Contractor, Subcontractors or Contractor's Superintendent, or expedite the Work;
 - 12.3.4 Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract documents;
 - 12.3.5 Shall not advise on or issue directions as to safety precautions and programs in connection with the Work;
 - 12.3.6 Shall not authorize County to occupy the project in whole or in part; and
 - 12.3.7 Shall not participate in specialized field or laboratory tests.

ARTICLE 13 - APPRENTICES

- 13.1 If Successful Contractor employs 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 County. Standard County forms shall be utilized.

END OF SECTION

LABEL TO AFFIX TO OUTSIDE OF SEALED BID PACKAGE

Cut along the outside border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.

LABEL TO AFFIX TO OUTSIDE OF SEALED BID PACKAGE

SEALED BID - DO NOT OPEN

CONTRACTOR: _____
SEALED BID NO: 12-0714-DS
BID TITLE: Conservatory Nature Park Construction and Restoration
DUE DATE/TIME: June 19, 2012 @ 2:00 AM



For

IBI Group Inc.
10921 North 56th Street
Tampa, Florida 33617

Prepared By:

QORE, Inc.
1211 Tech Boulevard, Suite 200
Tampa, Florida 33619

REPORT OF
SUBSURFACE EXPLORATION
CONSERVATORY PARK PHASE I
SARASOTA, FLORIDA

QORE Project No.: 240925, Report No.: 57690
September 2, 2009

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September 2, 2009

IBI Group Inc.
10921 North 56th Street
Tampa, Florida 33617

Attention: Mr. Steve Allen, Managing Principal

**Subject: Report of Geotechnical Engineering Services
Conservatory Park Phase I
East of Conservatory Drive
Sarasota, Florida
QORE Project No.: 240925, Report No.: 57690**

Dear Mr. Allen:

QORE, Inc. (QORE) has completed a geotechnical exploration for the above referenced project, and we are submitting our findings in this report. We conducted this project in general accordance with our Proposal No. 09-1844, dated July 24, 2009. This proposal was authorized by you on July 27, 2009. This report explains our understanding of the project and provides a description of the site and subsurface conditions encountered.

QORE appreciates the opportunity to be of service to **IBI Group Inc.** and their clients. We look forward to helping you through project completion. Please contact us if you have any questions.

Respectfully submitted,
QORE, Inc.

A handwritten signature in black ink, appearing to read "T. LaCava".

James LaCava, E.I.
Geotechnical Engineering Intern

A handwritten signature in black ink, appearing to read "Jeanne Berg".

Jeanne Berg, P.E.
Senior Geotechnical Engineer
FL License No. 50699

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Appendix A	Boring Location Plan Test Boring Records
Appendix B	Field Procedures Key to Soil Classification
Appendix C	Laboratory Test Results Summary Laboratory Procedures
Appendix D	Information from ASFE

REPORT OF SUBSURFACE EXPLORATION
CONSERVATORY PARK PHASE I
SARASOTA, FLORIDA
QORE PROJECT NO.: 240925, REPORT NO.: 57690

1.0 INTRODUCTION

1.1 GENERAL DISCUSSION

QORE, Inc. conducted a subsurface exploration for the proposed Conservatory Park in Sarasota, Florida. We provided our services in general accordance with our Proposal No. 09-1844, dated July 24, 2009, authorized by Mr. Steve Allen, Managing Principal for IBI Group Inc. on July 27, 2009. The purpose of the exploration was to evaluate subsurface conditions for the proposed park and pavement areas and to provide geotechnical engineering recommendations regarding site preparation, earthwork procedures, pond considerations and foundation and pavement design. This report presents a brief discussion of our understanding of the project, the exploration procedures and results, and our conclusions and recommendations regarding the above considerations.

2.0 PROJECT INFORMATION

2.1 EXISTING SITE

Based on information provided by Steve Allen with IBI Group Inc. (IBI), we understand that the project will consist of constructing a new recreational park with associated pond and parking areas located in Sarasota, Florida. The site currently covered with dense vegetation including bushes and trees. There is an existing pond in the central portion of the site.

3.0 SITE INFORMATION

3.1 REGIONAL GEOLOGY

Florida is located within the Coastal Plain Physiographic Province. The Coastal Plain is a wedge-shaped deposit of sediment that ranges in thickness from near zero at the contact with the Piedmont Physiographic Province (the Fall Line) along its northwest edge, to thousands of feet at the coast (seaward). Coastal Plain soils are marine deposits that contain various materials including interbedded soft and hard limestones, gravels, sands, silts, and clays, as well as organics.

3.2 SOIL SURVEY INFORMATION

According to the Soil Survey of Manatee County, Florida, prepared by the U.S. Department of Agriculture Natural Resource Conservation Service (NRCS, formerly the Soil Conservation Service), the subject property is primarily underlain by Canova, Anclote, and Okeelanta soils (Unit 7), EauGallie fine sand (Unit 20), Floridana –Immokalee-Okeelanta association (Unit 26),

Palmetto sand (Unit 38), and Wabasso fine sand (Unit 48). According to the NRCS, units 7 and 26 are very poorly drained and units 20, 38, and 48 are poorly drained. A summary of selected properties for the identified soil groups on the site is included below in the table.

SUMMARY OF SOIL INFORMATION					
Soil Map Unit & Name	Hydrologic Soil Group	Water Table Type	SHGWT Depth (ft)	Shrink Swell Potential	Soil Consistency
7- Canova, Anclote, and Okeelanta soils	B/D	--	0	Low	0 to 8 inches: Muck 8 to 24 inches: Fine sand 24 to 68 inches: Sandy clay loam
20 – EauGallie fine sand	B/D	--	6 Inches	Low	0 to 42 inches: Fine sand 42 to 50 inches: Sandy clay loam 50 to 65 inches: Fine sand
26 – Floridana – Immokalee – Okeelanta association	B/D	--	0	Low	0 to 36 inches: Fine sand 36 to 63 inches: Sandy clay loam 63 to 80 inches: Fine sand
38 – Palmetto sand	B/D	--	0	Low	0 to 45 inches: Sand 45 to 64 inches: Sandy clay loam 64to 68 inches: Loamy sand
48 – Wabasso fine sand	B/D	--	6 inches	Low	0 to 37 inches: Fine sand 37 to 65 inches: Sandy clay loam 65 to 80 inches: Sand

According to the NRCS information provided, the SHGWT at the site is estimated to be 0 to 6 inches below natural grade. In our opinion, this site is consistent with SHGWT levels estimated from our auger boring samples.

4.0 EXPLORATION AND TESTING METHODS

The procedures used by QORE for field and laboratory sampling and testing are in general accordance with ASTM procedures and established engineering practice. Appendix B contains

brief descriptions of the procedures used in this exploration. Number of borings and their locations were selected by Mr. Steve Allen, with IBI Group Inc.

4.1 FIELD EXPLORATION AND TESTING

The field exploration for the proposed construction consisted of six (6) hand auger borings were performed to depths of two feet below the existing ground surface (borings were terminated due to cave-in of borehole). The borings were advanced by a hand auger, which is performed by manually twisting an auger into the soil, generally at 6 inch intervals.

The hand auger borings performed on the site were located by estimating right angles and pacing distances from existing site boundary features. Therefore, the boring locations shown on the Boring Location Plan, Plate 1 in Appendix A, should be considered approximate.

The Soils Profile in Appendix B represents our interpretation of the conditions encountered at each boring location. The stratification lines indicated on the Soil Profiles represent the approximate boundaries between soil types; however these transitions may be more gradual than indicated.

4.2 LABORATORY TESTING

Our field representative sealed and returned the soil samples to the QORE office in Tampa where a geotechnical engineer visually classified the soils according to the Unified Soil Classification System (USCS) (ASTM D2487).

Three (3) Laboratory constant head permeability tests (ASTM D2434) were performed on the relatively undisturbed thin walled tube samples. A summary of our laboratory testing results is presented in Appendix C.

5.0 **SUBSURFACE CONDITIONS**

5.1 GENERAL SOIL PROFILE

Based on the information obtained during the exploration, we developed the following generalized subsurface profile:

Stratum Number	Soil Description	(USCS)
1	Sand to sand with silt, brown to dark brown	SP/SP-SM

For more detailed descriptions, please refer to our Soil Profile in Appendix A.

Our auger borings encountered sand to sand with silt to the boring termination depth of two feet below ground surface due to cave-in of the bore-hole from water table levels.

The Soil Profile in Appendix A represents our interpretation of the conditions encountered at the boring locations. The stratification lines indicated on the Soil Profile represent the approximate boundaries between soil types; however these transitions may be more gradual than indicated.

5.2 GROUND WATER

Ground water was encountered at approximately 18 inches below the existing grade in boring all of the borings. Water table measurements were completed at the time of our exploration.

Ground water levels fluctuate with time due to seasonal moisture changes and locally heavy precipitation events. Therefore, future ground water levels may be encountered at depths different from those identified in our borings.

5.3 TYPICAL SEASONAL HIGH WATER TABLE

The seasonal high ground water table (SHGWT) is typically encountered during the rainy season. Several factors affect the SHGWT including the amount of rainfall; the drainage characteristics of the soils; the land surface elevation; relief points such as lakes, canals, rivers or swamps; and distance to relief points. Based on published information, the data from our limited exploration and interpretation of the site conditions, we estimate the historic SHGWT level to be 0 to 6 inches below the current ground surface in the locations of our hand auger borings.

6.0 RECOMENDATIONS

6.1 General

Depending on the final layout of the proposed parking area and ponds and assuming finished grades above existing site grades, the pavements may bear on the soils encountered in the borings. The results of the borings generally indicate that the native sandy soils will provide adequate support for a typical pavement section when prepared in accordance with the recommendations provided herein, including raising site grades to accommodate the SHGWT levels.

The proposed pavement section will require proper site preparation before development. Our recommendations for site preparation and construction considerations are presented in the following report sections.

6.2 Site Preparation

Prior to construction, the location of any existing underground utilities within the construction area should be established. Material suitable for re-use may be stockpiled, however, any material stockpiled for re-use shall be tested for conformance to material specifications as indicated in the following sections of this report. Provisions should then be made to relocate any interfering utility lines within the construction area to appropriate locations and backfilling the excavation with compacted structural fill. In this regard, it should be noted that if abandoned underground pipes are not properly removed or plugged, they might serve as conduits for subsurface erosion, which subsequently may result in excessive settlement.

As a minimum, it is recommended that the clearing operations extend to the depth needed to remove material considered deleterious at least 5 feet beyond the proposed development area.

Fill placement and subgrade preparation recommendations are presented in the "Construction Considerations" Section of this report.

6.3 On Site Soil Suitability

The subsurface soil conditions encountered are presented in the Appendix. The suitability of the soil for reuse in construction should be evaluated against the project engineering fill requirements. Variations in the subsurface stratification should be expected between borings. The soil encountered within the pond should be considered unclassified as fill material unless verified by the contractor against engineering fill requirements. All fill should be placed in accordance with the recommendation provided in this report, FDOT Index 505, and the current FDOT Standard Specifications for Road and Bridge Construction (SSRBC).

In general, the fine sands (Stratum 1) (SP/SP-SM) may be moved and used for grading purposes, site leveling, general engineering fill, structural fill and backfill in other areas, provided the fill is free of organic materials, clay, debris or any other material deemed unsuitable for construction and evaluated against engineering fill requirements. It is important to note that the area is heavily vegetated and therefore, clearing and removal of root systems will be required prior to evaluating subgrade soils for fill.

7.0 PAVEMENT CONSIDERATIONS

In general, following the completion of the recommended clearing and grading operations and fill placement, the compacted fill and natural shallow sandy soils should be acceptable for construction and support of a flexible (limerock, crushed concrete, or shell base) or semi-flexible (soil cement base) type pavement section. Where truck traffic or heavy loading is anticipated, such as dumpster areas, we would recommend using a rigid pavement section.

Any fill utilized to elevate the cleared pavement areas to subgrade elevation should consist of reasonably clean (maximum 12% passing #200 sieve sizes) fine sands uniformly compacted to a minimum depth of 12 inches to a minimum density of 98% of the modified Proctor maximum dry density. In areas where heavy loading is anticipated, we recommend Type B stabilized subgrade (LBR = 40%) as specified by the FDOT Standard Specifications for Road and Bridge Construction. A soil cement base should be designed according to FDOT or PCA modified short cut design procedures. Strength of 300 psi should be achieved on laboratory cured compressive strength specimens molded from samples taken from the base material as it is placed. A stabilized subgrade need not be incorporated with a soil cement base. Traffic should not be allowed on the subgrade as the base is placed to avoid rutting. Before paving, the subgrade should be checked for soundness and be true to line and grade prior to paving.

The choice of pavement base type will depend on final pavement grades. If a minimum separation of 18 inches between the bottom of the base and the seasonal high groundwater level is obtained, then a limerock, shell, or crushed concrete base can be utilized. A soil cement base should be utilized if the separation between final grade and the seasonal high groundwater is a minimum of 12 inches and less than 18 inches. Base material elevations should not be designed for saturated conditions. If the designer wishes to have base material closer than 12

inches to the SHGWT, then an underdrain system should be utilized that will maintain the 12 inches of separation. The SHGWT should be re-established relative to a known elevation prior to setting final grades. Limerock and shell base material should meet Florida Department of Transportation (FDOT) requirements including compaction to a minimum density of 98% of the modified Proctor maximum dry density and a minimum Limerock Bearing Ratio (LBR) of 100%. Crushed concrete should be graded in accordance with FDOT Standard Specification Section 901-5. As a guideline for pavement design, we recommend that the base course be a minimum of 6 inches thick in parking areas and 8 inches thick in heavily traveled drives. Before paving, the base should be checked for soundness.

The asphaltic concrete structural course should consist of at least one and one-half (1½) inches of Type S or SP asphaltic concrete material. The asphaltic concrete should meet standard FDOT material requirements and placement procedures as outlined in the current FDOT Standard Specifications for Road and Bridge Construction. The asphaltic concrete should be compacted to a minimum of 95% of the maximum laboratory density found on the mix design.

As an alternate to the above referenced flexible pavement design, a rigid (concrete) pavement design could be used. The concrete should have a minimum compressive strength of 4,000 psi at 28 days when tested in accordance with ASTM C-39. Based on our experience, a minimal thickness of five (5) inches should be utilized for standard duty applications and a minimal thickness of six (6) inches should be utilized for heavy-duty applications. The steel reinforcement within the concrete pavement should be designed by the project civil engineer. The subgrade should be prepared to achieve a minimum LBR of 20% as mixed and pulverized to a depth of 12 inches below the pavement base elevation. The subgrade soils should be compacted to a minimum density of 98% of the modified Proctor maximum dry density.

Actual pavement section thickness should be provided by the design civil engineer based on traffic loads, volume, and the owners design life requirements. The above sections represent minimum thicknesses representative of typical load and construction practices and as such periodic maintenance should be anticipated. All pavement materials and construction procedures should conform to the FDOT or appropriate local requirements.

8.0 CONSTRUCTION CONSIDERATIONS

8.1 General

It is recommended that a qualified and certified material engineering firm be retained to provide observation and testing of construction activities involved in the foundation earthwork, and related activities of this project. QORE cannot accept any responsibility for any conditions, which deviate from those described in this report, if not engaged to provide construction observation and testing for this project.

8.2 Fill Placement and Subgrade Preparation

The following are our preliminary recommendations for overall site preparation and mechanical densification work for the construction of the proposed development based on the anticipated

construction and our boring results. These recommendations should be used as a guideline for the project general specifications prepared by the design engineer.

1. The site should be cleared; this primarily includes removing any deleterious materials currently on the site. It is recommended that any undesirable material be removed to the satisfaction of QORE prior to beginning construction at the site. Any cavities formed should be replaced with compacted structural fill. As a minimum, it is recommended that the clearing operations extend at least five (5) feet beyond the development perimeters.
2. Following the clearing operations, the exposed existing subgrade should be evaluated and proofrolled as directed by representatives of QORE to confirm that all unsuitable materials have been removed. The proofrolling should consist of compaction using a large diameter, heavy vibratory drum roller. The vibratory drum roller should have a static drum weight on the order of eight (8) to ten (10) tons and should be capable of exerting a minimum impact force of 36,000 pounds (DYNAPAC CA-250 or equivalent) is expected to provide adequate results. The vibratory roller should not be used within 50 feet of existing structures. These areas should be compacted using a fully loaded 2 cubic yard capacity front end loader or equivalent.
3. Careful observations should be made during proofrolling to help identify any areas of soft yielding soils that may require over excavation and replacement. Prior to any field operations, we recommend that a survey be performed (including pictures and/or video) of the existing structures (including utilities) located adjacent to the proposed construction. Documentation should be made of any foundation problems or cracking noted by the owners and the survey crews. It is also recommended that a follow-up photographic survey be performed after the construction activities.
4. The proofrolling equipment should make a minimum of eight (8) overlapping passes over the structure and pavement areas with the successive passes aligned perpendicular. It is recommended that within the building area, the natural ground, to a minimum depth of one foot below stripped grade, be compacted to a dry density of at least 95% of the modified Proctor maximum dry density.
5. Following satisfactory completion of the initial compaction, the pavement areas may be brought up to finished subgrade levels, if needed, using structural fill. Imported fill should consist of fine sand with less than 12% passing the No. 200 sieve, free of rubble, organics, clay, debris and other unsuitable material. Fill should be tested and approved prior to acquisition. Approved sand fill should be placed in loose lifts not exceeding 12 inches in thickness and should be compacted to a minimum density of 95% of the modified Proctor maximum dry density. Density tests to confirm compaction should be performed in each fill lift before the next lift is placed.

6. Prior to beginning compaction, soil moisture contents may need to be controlled in order to facilitate proper compaction. If additional moisture is necessary to achieve compaction objectives, then water should be applied in such a way that it will not cause erosion or removal of the subgrade soils. Moisture content within the percentage range needed to achieve compaction is recommended prior to compaction of the natural ground and fill.

A representative from our firm should be retained to provide on-site observation of earthwork and ground modification activities. Density tests should be performed in the top one foot of compacted existing ground and each fill lift. It is important that QORE be retained to observe that the subsurface conditions are as we have discussed herein, and that foundation construction ground modification and fill placement is in accordance with our recommendations.

8.3 Drainage and Groundwater Concerns

The groundwater levels presented in this report are the levels that were measured at the time of our field activities. Fluctuation should be anticipated. We recommend that the Contractor determine the actual groundwater levels at the time of the construction to determine groundwater impact on this construction procedure. Groundwater control may be necessary for the construction of the proposed structures. Groundwater can normally be controlled in shallow excavations or rim ditches with a sump pump. During subgrade soil preparation, any soils below design grade could become disturbed by construction activities. If this becomes the case, the contractor may be directed by the owner's representative to remove the disturbed or pumping soils to a depth of 12 to 18 inches below design grade and backfill the area with structural fill.

Water should not be allowed to collect on prepared subgrades of the construction either during or after construction. Undercut or excavated areas should be sloped toward one corner to facilitate removal of any collected rainwater, groundwater, or surface runoff.

8.4 Structural Fill

All materials to be used for structural fill or backfill should be evaluated and, if necessary, tested by QORE prior to placement to determine if they are suitable for the intended use. Suitable fill materials should consist of fine to medium sand with less than 12% passing the No. 200 sieve, free of rubble, organics, clay, debris and other unsuitable material.

8.5 Excavations

In general, the majority of the fine sands (Stratum 1) (SP/SP-SM), can be moved and used for grading purposes, site leveling, general engineering fill, structural fill and backfill in other areas, provided the fill is free of organic materials, clay, debris or any other material deemed unsuitable for construction. All fill should be placed in accordance with the recommendations provided in this report.

In Federal Register, Volume 54, No. 209 (October 1989), the United States Department of Labor, Occupational Safety and Health Administration (OSHA) amended its "Construction Standards for Excavations, 29 CFR, Part 1926, Subpart P". This document was issued to better insure the safety of workmen entering trenches or excavations. It is mandated by this federal regulation that excavations, whether they be utility trenches, basement excavations or footing excavations, be constructed in accordance with the new OSHA guidelines. It is our understanding that these regulations are being strictly enforced and if they are not closely followed, the owner and the contractor could be liable for substantial penalties.

The contractor is solely responsible for designing and constructing stable, temporary excavations and should shore, slope, or bench the sides of the excavations as required to maintain stability of both the excavation sides and bottom. The contractors "responsible persons", as defined in 29 CFR Part 1926, should evaluate the soil exposed in the excavations as part of the contractor's safety procedures. In no case should slope height, slope inclination, or excavation depth, including utility trench excavation depth, exceed those specified in all local, state, and federal safety regulations.

We are providing this information solely as a service to our client. QORE does not assume responsibility for construction site safety or the contractor's or other party's compliance with local, state, and federal safety or other regulations.

9.0 FOLLOW-UP SERVICES

Our services do not end with the submission of this report. QORE should be kept involved throughout the design and construction process to maintain continuity and to verify that our recommendations are properly interpreted and implemented. To achieve this, we should review project plans and specifications, once available, with the designers to see that our recommendations are fully incorporated.

10.0 LIMITATIONS OF REPORT

This report has been prepared for the exclusive use of *IBI Group, Inc.* and their designers for specific application to the project previously discussed. Our field and laboratory tests have been performed using generally accepted standards of geotechnical engineering and engineering geology practice in the State of Florida. No other warranty is expressed or implied.

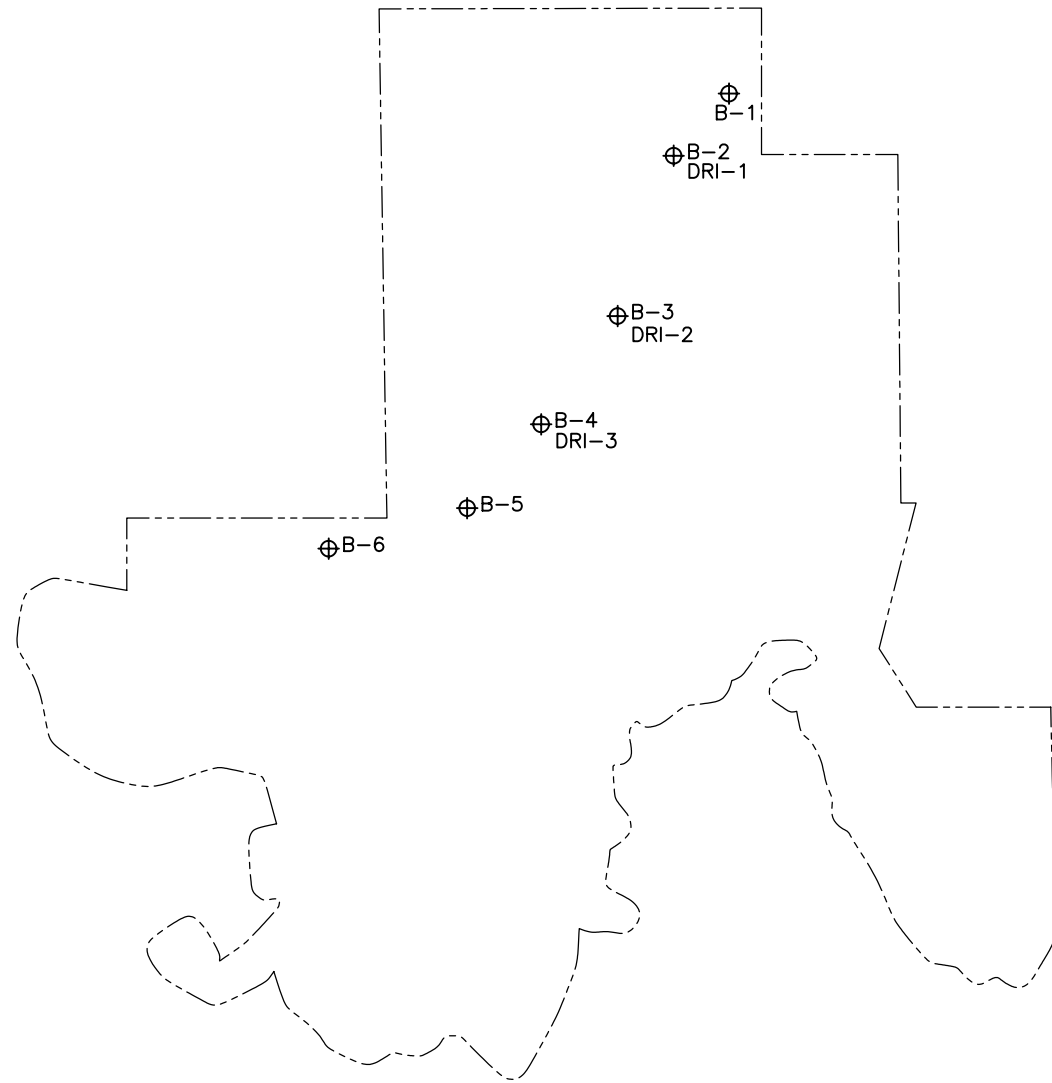
Sampling and testing of the soil, rock, ground water, surface water and air for the presence of environmental contamination was beyond the scope of this exploration. We will be glad to provide these services at your request.

The site is underlain by limestone bedrock that is susceptible to dissolution and the subsequent development of karst features such as voids and sinkholes in the natural soil overburden. Construction in a low to moderate risk sinkhole prone area is therefore accompanied by some risk that internal soil erosion and ground subsidence could affect the pond in the future. It is not possible to investigate or design to completely eliminate the possibility of future sinkhole related problems.

For more information about the use and limitations of this report, please read the ASFE document in Appendix D.

**BORING LOCATION PLAN
SOIL PROFILES**

BORING LOCATION PLAN



LEGEND

- ◆ DRI LOCATION
- ⊕ HAND AUGER BORING LOCATION

LEGEND

① BROWN TO DARK BROWN SAND TO SAND WITH SILT (SP/SP-SM)

SP UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D2487) GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW

GNE GROUNDWATER TABLE NOT ENCOUNTERED

ESTIMATED SEASONAL HIGH GROUNDWATER TABLE

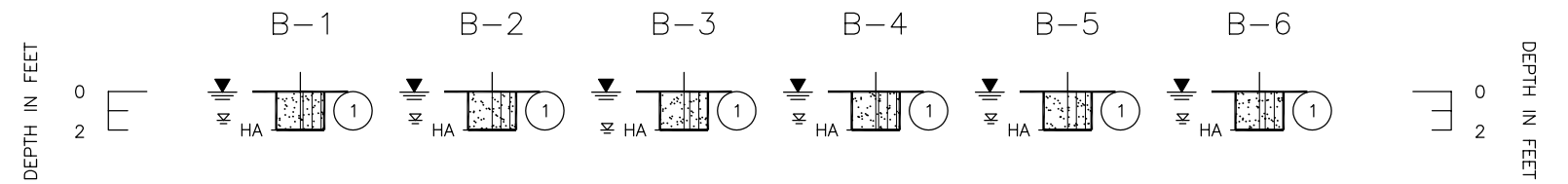
GROUNDWATER LEVEL AT THE TIME OF FIELD SERVICES

HA HAND AUGER

BORING LOCATION IS APPROXIMATE AND BASED ON PROJECT PLANS PREPARED BY IBI GROUP INC.

BORINGS TERMINATED DUE TO CAVE-IN OF BOREHOLE

SOIL PROFILES



Notes: 1. The profiles depicted are of a generalized nature to highlight the major subsurface stratification features and material characteristics. The soil profiles include soil description, stratifications and penetration resistances. The stratifications shown on the boring profiles represent the conditions only at the actual boring location. Variations may occur and should be expected between boring locations. The stratifications represent the approximate boundary between subsurface materials and the actual transition may be gradual.

2. Groundwater levels generally fluctuate during periods of prolonged drought and extended rainfall and may be affected by man-made influences. In addition, a seasonal effect will also occur in which higher groundwater levels or temporary perched conditions are normally recorded in rainy seasons.

CONSERVATORY PARK PHASE I		DATE 9/2/09	JOB NO. 24-0925	APPENDIX A
 1211 Tech Blvd. Suite 200 Tampa, Florida 33619 (813) 623-6646		SOIL PROFILES		
		EAST OF CONSERVATORY DRIVE SARASOTA, FLORIDA		

**FIELD PROCEDURES
KEY TO SOIL CLASSIFICATION**

FIELD PROCEDURES

HAND AUGER BORING PROCEDURES

The borings were made by manually twisting a post-hole auger into the soil. The auger consists of a two curved blades and a bucket which retains the soil as the auger is advanced. At approximately 6 inch intervals the auger is removed and the soil retained in the bucket is classified and placed in sealed containers for further evaluation by our project staff. Soil descriptions are tabulated on Auger Boring Records.

KEY TO SOIL CLASSIFICATION

CORRELATION OF STANDARD PENETRATION RESISTANCE WITH RELATIVE COMPACTNESS AND CONSISTENCY

Sand and Gravel

Standard Penetration Resistance

Blows/Foot	Relative Compactness
0-4	Very Loose
5-10	Loose
11-30	Medium
31-50	Dense
Over 50	Very Dense

Silt and Clay

Standard Penetration Resistance

Blows/Foot	Consistency
0-2	Very Soft
3-4	Soft
5-9	Firm
9-15	Stiff
16-30	Very Stiff
Over 30	Hard

KEY TO SOIL CLASSIFICATION

SOIL CLASSIFICATION CHART

MAJOR DIVISIONS			SYMBOLS		TYPICAL DESCRIPTIONS
			GRAPH	LETTER	
COARSE GRAINED SOILS MORE THAN 50% OF MATERIAL IS LARGER THAN NO. 200 SIEVE SIZE	GRAVEL AND GRAVELLY SOILS MORE THAN 50% OF COARSE FRACTION RETAINED ON NO. 4 SIEVE	CLEAN GRAVELS (LITTLE OR NO FINES)		GW	WELL-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
				GP	POORLY-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
		GRAVELS WITH FINES (APPRECIABLE AMOUNT OF FINES)		GM	SILTY GRAVELS, GRAVEL - SAND - SILT MIXTURES
				GC	CLAYEY GRAVELS, GRAVEL - SAND - CLAY MIXTURES
	SAND AND SANDY SOILS MORE THAN 50% OF COARSE FRACTION PASSING ON NO. 4 SIEVE	CLEAN SANDS (LITTLE OR NO FINES)		SW	WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES
				SP	POORLY-GRADED SANDS, GRAVELLY SAND, LITTLE OR NO FINES
		SANDS WITH FINES (APPRECIABLE AMOUNT OF FINES)		SM	SILTY SANDS, SAND - SILT MIXTURES
				SC	CLAYEY SANDS, SAND - CLAY MIXTURES
FINE GRAINED SOILS MORE THAN 50% OF MATERIAL IS SMALLER THAN NO. 200 SIEVE SIZE	SILTS AND CLAYS LIQUID LIMIT LESS THAN 50			ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY
				CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS
				OL	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY
	SILTS AND CLAYS LIQUID LIMIT GREATER THAN 50			MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILTY SOILS
				CH	INORGANIC CLAYS OF HIGH PLASTICITY
				OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS
HIGHLY ORGANIC SOILS				PT	PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS

NOTE: DUAL SYMBOLS ARE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS

APPENDIX B

UNIFIED SOIL CLASSIFICATION (After U.S. Waterways Experiment Station and ASTM D 2487-66T)

Major Division		Group Symbol	Laboratory Classification Criteria		Soil Description
			Finer than 200 Sieve %	Supplementary Requirements	
Coarse-grained (over 50% by weight coarser than No. 200 sieve)	Gravelly soils (over half of coarse fraction larger than No. 4)	GW	0-5*	D ₆₀ /D ₁₀ greater than 4, D ₃₀₂ /D ₆₀ X D ₁₀) between 1&3	Well-graded gravels, sandy gravels Gap-graded or uniform gravels, sandy gravels Silty gravels, silty sandy-gravels, Clayey gravels, clayey sandy gravels
		GP	0-5*		
		GM	12 or more*	PL less than 4 or below A-line PL over 7 and above A-line	
		GC	12 or more*		
	Sandy soils (over half of coarse fraction finer than No. 4)	SW	0-5*	D ₆₀ /D ₁₀ greater than 4, D ₃₀₂ /D ₆₀ X D ₁₀) between 1&3	Well-graded sands, gravelly sands Gap-graded or uniform sands, gravelly sands Silty sands, silty gravelly sands Clayey sands, clayey gravelly sands
		SP	0-5*		
SM		12 or more*	PL less than 4 or below A-line PL over 7 and above A-line		
SC		12 or more*			
Fine-grained (over 50% by weight finer than No. 200 sieve)	Low-compressibility (liquid limit less than 50)	ML	Plasticity chart		Silts, very fine sands, silty or clayey fine sands, micaceous silts Low plasticity clays, sandy or silty clays Organic silts and clays of low plasticity
		CL	Plasticity chart		
		OL	Plasticity chart, organic odor or color		
	High compressibility (liquid limit more than 50)	MH	Plasticity chart		Micaceous silts, diatomaceous silts, volcanic ash Highly plastic clays and sandy clays Organic silts and clays of high plasticity
		CH	Plasticity chart		
		OH	Plasticity chart, organic odor or color		
Soils with fibrous organic matter		PT	Fibrous organic matter, will char, burn, or glow		Peat, sandy peats, and clayey peat

*For soils having 5 to 12 percent passing the No. 200 sieve, use a dual symbol such as GW-GC.

**LABORATORY TEST RESULTS SUMMARY
LABORATORY PROCEDURES**

APPENDIX C

LABORATORY TEST RESULTS SUMMARY

CONSERVATORY PARK PHASE I

SARASOTA, FLORIDA

QORE PROJECT NO.: 240925

	HYDRAULIC CONDUCTIVITY OF THE SOIL			
	Laboratory Test Result		Recommended Design Values	
Location	Horizontal, k_h (Ft/Day)	Vertical, k_v (Ft/Day)	Horizontal, k_h (Ft/Day)	Vertical, k_v (Ft/Day)
B-1	27	28	27	28
B-2	34	40	34	40
B-3	22	8	22	8

LABORATORY PROCEDURES

LABORATORY PERMEABILITY TESTS,

(ASTM D 2434, EM 1110 2 1906, APPENDIX VII-5)

The laboratory permeability tests are performed in general accordance with applicable American Society for Testing and Materials (ASTM) standards. Generally, a sample of soil from a soil boring is obtained and returned to the soils laboratory. The permeability soil sample is placed within the permeability testing frame. Water is allowed to flow through the sample. The level of water can be controlled at a fixed elevation during the test (Constant Head Test) or it may be allowed to fall (Falling Head Test). The rate at which water flows through the soil sample is directly related to the permeability of the soil. Permeability is generally reported in units of centimeters per second (cm/s). Other units, such as feet per day or inches per hour, are also commonly used.

INFORMATION FROM ASFE

Important Information About Your Geotechnical Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

The following information is provided to help you manage your risks.

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical engineering study conducted for a civil engineer may not fulfill the needs of a construction contractor or even another civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared *solely* for the client. No one except you should rely on your geotechnical engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you — should apply the report for any purpose or project except the one originally contemplated.*

Read the Full Report

Serious problems have occurred because those relying on a geotechnical engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

A Geotechnical Engineering Report Is Based on A Unique Set of Project-Specific Factors

Geotechnical engineers consider a number of unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical engineering report that was:

- not prepared for you,
- not prepared for your project,
- not prepared for the specific site explored, or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light industrial plant to a refrigerated warehouse,

- elevation, configuration, location, orientation, or weight of the proposed structure,
- composition of the design team, or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

Subsurface Conditions Can Change

A geotechnical engineering report is based on conditions that existed at the time the study was performed. *Do not rely on a geotechnical engineering report* whose adequacy may have been affected by: the passage of time; by man-made events, such as construction on or adjacent to the site; or by natural events, such as floods, earthquakes, or groundwater fluctuations. *Always* contact the geotechnical engineer before applying the report to determine if it is still reliable. A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ—sometimes significantly—from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are *Not* Final

Do not overrely on the construction recommendations included in your report. *Those recommendations are not final*, because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations only by observing actual

subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's recommendations if that engineer does not perform construction observation.*

A Geotechnical Engineering Report Is Subject to Misinterpretation

Other design team members' misinterpretation of geotechnical engineering reports has resulted in costly problems. Lower that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Contractors can also misinterpret a geotechnical engineering report. Reduce that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

Give Contractors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make contractors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give contractors the complete geotechnical engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise contractors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure contractors have sufficient time to perform additional study.* Only then might you be in a position to give contractors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

Read Responsibility Provisions Closely

Some clients, design professionals, and contractors do not recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that

have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations" many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform a *geoenvironmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical engineering report does not usually relate any geoenvironmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; *none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.*

Rely on Your ASFE-Member Geotechnical Engineer for Additional Assistance

Membership in ASFE/THE BEST PEOPLE ON EARTH exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit for everyone involved with a construction project. Confer with your ASFE-member geotechnical engineer for more information.



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