

# MANATEE COUNTY GOVERNMENT

## INVITATION FOR BIDS (IFB) #09-2583CD

### INSTALLATION OF SPORTS LIGHTING SYSTEM AT BRADEN RIVER PARK SOCCER FIELD #3

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

#### INFORMATION CONFERENCE

In order to insure that all prospective bidders have sufficient information and understanding of the County's needs, an information conference will be held **Monday, August 3, 2009 at 9:00 AM**, at the **Braden River Complex, 5201 51<sup>st</sup> Street East, Bradenton, Florida 34203**. THE INFORMATION CONFERENCE IS **NOT** A MANDATORY MEETING; HOWEVER, ATTENDANCE IS STRONGLY ENCOURAGED. **Note Article B.02 – inspection of the site is a requirement to be considered for award of this contract.**

**DEADLINE FOR CLARIFICATION:      Thursday, August 6, 2009**

**TIME AND DATE DUE: Wednesday, August 12, 2009 at 3:00 PM**

#### TABLE OF CONTENTS

00010 Information to Bidders	Pages 00010 - 1-7
00020 Basis of Award	Pages 00020 - 1-2
00030 Terms and Conditions	Pages 00030 - 1-7
00100 Scope of Work	Pages 00100 - 1-4
00200 Manatee County Local Preference Law and Vendor Registration	Pages 00200-1-4
00300 Bid Form	Pages 00300 - 1-3
00430 Contractor's Questionnaire	Pages 00430 - 1-3
00491 Certification Forms	Pages 00491 - 1-4
Project Drawings	6 pages

**Important Note:      A prohibition of Lobbying has been enacted. Please review paragraph A.22 carefully to avoid violation and possible sanctions.**

**FOR INFORMATION CONTACT:**  
**CHRIS DALEY, CPPB – SENIOR BUYER**  
(941) 749-3048      FAX (941) 749-3034

AUTHORIZED FOR RELEASE:



SECTION 00010  
**INFORMATION TO BIDDERS**

**A.01 OPENING LOCATION**

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

**A.02 BID INFORMATION AND BID DOCUMENTS**

Manatee County Purchasing Division posts **notices of bid or proposal opportunities and addenda** on the Purchasing Division's web page at <http://www.mymanatee.org> which can be accessed by clicking on the "Purchasing" button on the left side of the screen and then clicking on the "Bids and Proposals" button.

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

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

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

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

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

**A public internet connection** is available during regular business hours in the lobby of the Purchasing Division. If you have questions which cannot be answered by these sources, please contact the individual named on the front page of the bid or proposal.

**A.03 BID FORM DELIVERY REQUIREMENTS**

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 Manatee County Purchasing 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 Purchasing. 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 bidder's request and expense. Telegraphic bids and/or facsimile bids will not be considered.

#### A.04 DEADLINE FOR CLARIFICATION REQUESTS

August 6, 2009 shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the Invitation for Bids or the Request For Proposals to the Manatee County Purchasing Office.

#### A.05 CLARIFICATION & ADDENDA

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

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 on the left side of the screen and then clicking on the "Bids and Proposals" button. It shall be the responsibility of each bidder, prior to submitting their bid, to contact Manatee County Purchasing (see contact on page 1) to determine if addenda were issued and to make such addenda a part of their bid.

#### A.06 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 #09-1719CD – Installation of Sports Lighting System at Lakewood Ranch Soccer Fields**" with your company name and addressed to:

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

#### A.07 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.08 BID EXPENSES

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

#### A.09 IRREVOCABLE OFFER

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

## A.10 DISCLOSURE

Upon receipt, responses become "Public Records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Section 119.071(1)(b)1.a states that sealed bids shall be exempt from inspection or copying until such time as the County provides a notice of a decision or within 10 days after the date the bids are opened, whichever is earlier.

## A.11 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission. Also, the County reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of the County. Any sole response received by the first submission date may or may not be rejected by the County depending on available competition and current needs of the County. For all items combined, the bid of the lowest responsive, responsible bidder will be accepted, unless all bids are rejected. The lowest responsible bidder shall mean that bidder who makes the lowest bid to sell goods and/or services of a quality which conforms closest to or most exceeds the quality of goods and/or services set forth in the attached Contract Documents 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 Bids. 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 deliver the goods or service requested. Information the County deems necessary to make this determination shall be provided by the bidder. Such information may include, but shall not be limited to: current financial statements, verification of availability of equipment and personnel, and past performance records.

## A.12 APPLICABLE LAWS

Bidder must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting agreement. Any involvement with any Manatee County procurement shall be in accordance with Manatee County Purchasing Code Ordinance 08-43, as amended.

Any actual or prospective Bidder who is aggrieved in connection with the solicitation or award of a contract may protest to the Board of County Commissioners of Manatee County as required in Section 2-26/61 of the Purchasing Code.

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

### A.13 CODE OF ETHICS

With respect to this bid, if any Bidder violates or is a party to a violation of the Code of Ethics of Manatee County per Manatee County Purchasing Code Ordinance 08-43, Article 3, Ethics in Public Contracting, and/or the state of Florida per Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such Bidder may be disqualified from performing the work described in this bid or from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids or proposals 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.14 COLLUSION

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

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

### A.15 BID FORMS

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

#### A.16 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(s).

#### A.17 TAXES

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

#### A.18 MATHEMATICAL ERRORS

Bids submitted shall be based on the quantities stated on the Bid Form. Quantities shall be used for the comparison of Bids. Payment to the Contractor will be made based on the actual quantity of work completed and accepted at the date of payment request, in accordance with the terms of the contract.

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

#### A.19 DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the Contract Documents, 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 Contract Documents, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

#### A.20 MODIFICATION OF BID CONTRACT DOCUMENTS

If a bidder wishes to recommend changes to the bid Contract Documents, the bidder shall furnish in writing, data and information necessary to aid the County in evaluating the request to modify the bid Contract Documents. The County is not obligated to make any changes to the bid Contract Documents. Unless an addendum is issued as outlined in Article A.04, the bid Contract Documents shall remain unaltered. **Bidders must fully comply with the bid Contract Documents, terms, and conditions.**

#### A.21 AMERICAN DISABILITIES ACT

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

A.22 LOBBYING

After the issuance of any Invitation for Bids or Request for Proposals, prospective bidders, proposers or any agent, representative or person acting at the request of such bidder or proposer shall not contact, communicate with or discuss any matter relating in any way to the Invitation for Bids or Request for Proposals with any officer, agent or employee of Manatee County other than the Purchasing Director or as directed in the Invitation for Bids or Request for Proposals. This prohibition begins with the issuance of any Invitation for Bids, or Request for Proposals, and ends upon execution of the final contract or when the invitation or request has been cancelled. 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 Purchasing, in writing.***

A.23 DRUG FREE WORK PLACE

The Manatee County Board of County Commissioners adopted a policy regarding Bidders maintaining a Drug Free Work Place, prohibiting the award of bids to any person or entity that has not submitted written certification to the County that it has complied with those requirements [Reference Resolution R-93-22, Manatee County Purchasing Policies, Section 4, E (1) (a)]. A Drug Free Work Place Certification Form is attached to this bid for this purpose.

A.24 PUBLIC ENTITY CRIMES

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or 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 Section 287.017 for Category Two (as of 01/01/2005 is \$25,000) for a period of 36 months from the date of being placed on the convicted vendor list.

A.25 PUBLIC CONTRACTING/ENVIRONMENTAL CRIMES CERTIFICATION

In accordance with Ordinance 08-43, adding Article 5, Manatee County Board of County Commissioners adopted a policy prohibiting the award of County contracts to persons, business entities, or affiliates of business entities who have not submitted written certification to the County that they have not been convicted of bribery, attempted bribery, collusion, restraints of trade, price fixing, and violations of certain environmental laws. A Non-Conviction Certification Form is attached for this purpose.

**A.26 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

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

**A.27 MBE/WBE**

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

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

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



SECTION 00020  
**BASIS OF AWARD**

**B.01 BASIS OF AWARD**

Award shall be to the most responsive, responsible bidder meeting specifications and having the lowest Total Bid Price for **Bid "A"**, or the lowest Total Bid Price for **Bid "B"**, for the requirements listed on the Bid Form for the Work as set forth in this Invitation for Bids. 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.

**B.02 QUALIFICATIONS OF BIDDERS**

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

Each bidder shall be required to do a mandatory site inspection accompanied by County staff, and as a portion of their bid submit a completed Contractor's Questionnaire included as Section 00430, showing the date of their site inspection. To demonstrate qualifications to perform the Work, each bidder must be prepared to submit within five days of County's request; written evidence such as previous experience, present commitments and other such data as may be requested.

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.03 AWARD OF CONTRACT**

Award shall be made by the Purchasing Director in accordance with Ordinance 08-43, Manatee County Purchasing Code, in the form of a purchase order.

Said award may be conditional on the subsequent submission of other documents as specified herein. The Successful Bidder may be in default of the contractual obligations if any of the required documents are not submitted in a timely manner and in the form required by the County. If the Successful Bidder is in default, the County, through the Purchasing Director, will void its acceptance of the Bidder's offer and may determine to accept the offer from the second lowest responsive, responsible bidder or readvertise for bids.

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

**C.03 COMPLETION OF WORK**

The Work will be 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 **45** calendar days and based on **75** 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 **\$580** as fixed, agreed, and liquidated damages for each calendar day of the delay until the Work is finally accepted by the County and the Contractor and his Surety shall be liable for the amount thereof.

**C.05 PAYMENT**

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

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

C.05 PAYMENT (Continued)

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

When the Contractor has completed the Work in compliance with the terms of the Contract Documents, he shall notify the County in writing that the project is ready for final inspection. 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 reinspection will be made. The process will be repeated until, in the opinion of the County, the project has been completed in compliance with the terms of the Contract Documents.

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

C.06 RETAINAGE

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

C.07 WARRANTY AND GUARANTEE PROVISIONS

All work, materials, and equipment furnished as defined herein shall be guaranteed and warranted by the contractor for a minimum period of 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. All materials, equipment, and workmanship furnished and installed by the contractor is warranted and guaranteed by the contractor to be such as to meet the required standards and to accomplish the purposes and functions 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

### C.07 WARRANTY AND GUARANTEE PROVISIONS (Continued)

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 readvertise this procurement in part or in whole. The County reserves the right to cancel all or any undelivered or unexecuted portion of this contract with or without cause.

### C.12 INDEMNIFICATION

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

C.13 MANUALS, SCHEMATICS, HANDBOOKS

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

C.14 INSURANCE

The contractor will not commence work under a contract until all insurance under this section and such insurance coverage as might be required by the County has been obtained. The contractor shall obtain, and submit to Purchasing within 15 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) to a Commercial General Liability Policy with the following minimum limits.

General Aggregate:

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

c. Business Auto Policy

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

C.14 INSURANCE (Continued)

- d. Owners Protective Liability Coverage  
The minimum OPC Policy limits per occurrence and, if subject to an aggregate, annual aggregate to be provided by the contractor shall be the same as the amounts shown above as the minimum per occurrence and general policy aggregate limits respectively required for the Commercial General Liability coverage. The limits afforded by the OPC Policy and any excess policies shall apply only to the Owner and the Owner's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this contract.
- e. Property Insurance  
**If this contract includes** construction of or additions to above ground buildings or structures, contractor shall provide "**Builder's Risk**" insurance with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).
- 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 Director before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the bid number, project title and location of project. Insurance shall remain in force at least one year after completion and acceptance of the project by the County, in the amounts and types as stated herein, with coverage for all products and services completed under this contract.

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

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

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

**C.15 BID BOND/CERTIFIED CHECK (IF OVER \$100,000)**

By offering a submission to this Invitation for Bids 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 15 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 15 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 (IF OVER \$100,000)**

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

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

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

**C.17 PROJECT SCHEDULE**

The successful bidder will be required to submit a detailed construction schedule upon notification of award or its intent.

**C.18 NO DAMAGES FOR DELAY**

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



C.18 NO DAMAGES FOR DELAY (Continued)

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.19 NO INTEREST

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

C.20 CONSTRUCTION OF CONTRACT

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

SECTION 00100  
**SCOPE OF WORK**

**D.01 THE WORK**

The Work described herein shall include the furnishing of all labor, materials, equipment and incidentals required to fully install a County-furnished lighting system on one (1) soccer field per the lighting manufacturer's summary layout at the **Braden River Park Complex** located at 5201 51<sup>st</sup> Street East in Bradenton, Florida.

**A. INSTALLATION OF SPORTS LIGHTING SYSTEM**

The Contractor shall furnish all materials, labor, equipment, and supervision to fully install the lighting systems on the soccer field per the manufacture's guidelines and summary layouts that are attached to this bid document. The Contractor shall:

1. Coordinate the delivery and offloading of the lighting systems with the lighting manufacturer, Musco Sports Lighting, LLC.
2. Install the lighting system consisting of a total of four (4) poles with light racks, wiring harness, and ballast box for each pole. The Contractor shall install the four (4) poles according to the manufacturer's layout.
3. The Contractor shall provide and install new panels (if necessary) and contactors for a 480 volt 3 phase service in the existing electrical room at the park complex, by using the existing transformer. The Contractor may use any available service panel inside the electrical room to install the main breaker. The Contractor shall provide and install a new sub panel as needed, along with the supplied manufacturer control panel. The Contractor shall install the new sub panel and manufacturer's control panel on the east wall inside of the existing electrical room.
4. The Contractor shall also install a remote exterior switch pad, provided by the County with the lighting system, on the outside of this existing electrical room near the existing transformer.
5. The Contractor shall supply all conduit and wire to connect the lighting systems and switch pad to the new electric service panels using new contactors and new switches.
6. In addition to the conduit and wire required in Article D.01.A.5, the Contractor shall install a spare three inch (3") conduit, for future use, and shall use traffic rated pull boxes every two hundred (200) feet. The last pull box shall be located adjacent to the end of the fence at field #3, with the conduit capped off and left in the pull box.
7. Due to the environmentally sensitive nature of the park complex, all conduit and wire shall be a **maximum** of thirty (30) inches underground. The Contractor shall **NOT** trench across the existing field(s).
8. The Contractor shall contact Sunshine One-Call for underground utility locations prior to any trenching and/or digging. County staff will assist the successful Contractor with location of County owned underground utilities.

9. The Contractor shall remove all spoil dirt from the site, and dispose of at the Manatee County landfill.

**NOTE:** As noted in section B.02 on page 00020-1 of this bid, all bidders shall be required to do a mandatory site inspection accompanied by County staff.

**Site Location:**

Braden River Park Complex  
5201 51<sup>st</sup> Street East  
Bradenton, Florida 34203  
**Contact:** Eric Angersoll, Construction Services Inspection Officer  
Property Management Department  
(Office) 941-749-3081

**D.02 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.03 SUBCONTRACTORS, SUPPLIERS AND OTHERS**

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

**D.03 SUBCONTRACTORS, SUPPLIERS AND OTHERS (Continued)**

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.

Bid Form includes a duplication of the bid items where the Bidder shall state the percentage of work and a description of the work (of each item) which shall be performed by a subcontractor.

**D.04 EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Bid Documents thoroughly; (b) visit the site to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the Work; (c) consider federal, state, and local codes, laws, and regulations that may affect costs, progress, performance, or furnishing of the Work; (d) study and carefully correlate Bidder's observations with the Bid Documents; and (e) notify County of all conflicts, errors, or discrepancies in the Bid Document. The accuracy of the existing utility locations shown on the plans is approximate and without express or implied warranty. Each Bidder may, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine his Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

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.04 EXAMINATION OF CONTRACT DOCUMENTS AND SITE (Continued)

Prior to the submission of a bid, each bidder shall visit the site to become familiar with all conditions that may affect services that are required to completely execute the full intent of these specifications. For coordination of site inspection, bidders shall contact the County's Representative, **Eric Angersoll at 941-749-3081**. Inspection of the site is a requirement to be considered for award of this bid.

D.05 PERMITS AND FEES

The Contractor shall be responsible for obtaining all necessary permits. The cost of all permits shall be included in the total bid price.

## SECTION 00200

**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](http://www.mymanatee.org).

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

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

Your cooperation in registering your business with Manatee County will enhance our opportunities to identify sources for goods and services, plus identify Local Businesses.

This information is used for soliciting quotations up to \$250,000.00 and for competitive solicitations of larger purchases.

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

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

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

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

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

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

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

## SECTION 00200

**MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION****E.02 Section 2-26-6. Local preference, tie bids, local business defined.**

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

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

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

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

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

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

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

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

3. Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
4. Purchases or contracts made pursuant to a non-competitive award process, unless otherwise provided by this section;
5. Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the county commission or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.

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

1. Has not within the five years prior to the bid announcement admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law, or a law or administrative regulation regarding fraud;
2. Is not currently subject to an unresolved citation or notice of violation of any Manatee County Code provision, except citations or notices which are the subject of a current legal appeal, as of the date of the bid announcement;
3. Is not delinquent in the payment of any fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, except any such sums which are the subject of a current legal appeal.

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



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

**A. Authorized Representative**

I, [name] \_\_\_\_\_, am the [title] \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 00300  
**BID FORM**

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

**RE: IFB #09-2583CD – INSTALLATION OF SPORTS LIGHTING SYSTEM  
AT BRADEN RIVER SOCCER FIELD #3**

	DESCRIPTION	BID "A" COMPLETION 45 DAYS	BID "B" COMPLETION 75 DAYS
1.	Installation of County-supplied Lighting systems	\$	\$
2.	Mobilization	\$	\$
3.	Miscellaneous Work and Cleanup	\$	\$
4.	Discretionary Work	\$ 10,000.00	\$ 10,000.00
	<b>TOTAL BID PRICE</b>	\$	\$

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

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

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

**BIDDER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**SECTION 00300 BID FORM (Continued)**  
(Submit in Triplicate)

Communications concerning this Bid shall be addressed as follows:

Person's Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Date: \_\_\_\_\_ FL Contractor License# \_\_\_\_\_

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: (\_\_\_\_) \_\_\_\_\_

Acknowledge Addendum Nos. \_\_\_\_\_ Dated: \_\_\_\_\_

Acknowledge Addendum Nos. \_\_\_\_\_ Dated: \_\_\_\_\_

Acknowledge Addendum Nos. \_\_\_\_\_ Dated: \_\_\_\_\_

Site Visit(s) Date Performed: \_\_\_\_\_

**BID FORM - SUBCONTRACTOR PERCENTAGE**  
SECTION 00300 (Submit in Triplicate)

**IFB #09-1917CD- Installation of Sports Lighting System at Lakewood Ranch Soccer Fields**

**FOR BID "A" COMPLETION 45 DAYS**

DESCRIPTION	WORK BY SUB-CONTRACTOR % MBE/WBE		DESCRIPTION OF WORK BY SUB-CONTRACTOR
Installation of County-supplied Lighting systems			
Mobilization			
Miscellaneous Work and Cleanup			

This is a duplication of the bid items where the Bidder shall state the percentage of work (of each item listed) and a description of the work which shall be performed by a subcontractor.

**FOR BID "B" COMPLETION 75 DAYS**

DESCRIPTION	WORK BY SUB-CONTRACTOR % MBE/WBE		DESCRIPTION OF WORK BY SUB-CONTRACTOR
Installation of County-supplied Lighting systems			
Mobilization			
Miscellaneous Work and Cleanup			

This is a duplication of the bid items where the Bidder shall state the percentage of work (of each item listed) and a description of the work which shall be performed by a subcontractor.

**BIDDER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

SECTION 00430  
**CONTRACTOR'S QUESTIONNAIRE**  
(Submit in Triplicate)

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

**THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID.**

1. LICENSE # and COMPANY'S NAME: \_\_\_\_\_

CO. PHYSICAL ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: (\_\_\_\_) \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

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

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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?

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

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

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

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

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

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

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

Surety's Name: \_\_\_\_\_

Surety's Address: \_\_\_\_\_

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

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

Phone: (\_\_\_\_\_) \_\_\_\_\_

SECTION 00491

**Drug Free Work Place Certification**

SWORN STATEMENT PURSUANT TO RESOLUTION R-01-36 SECTION 4, E (1) (a),  
MANATEE COUNTY PURCHASING POLICIES, ON DRUG FREE WORK PLACES

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

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

\_\_\_\_\_ for \_\_\_\_\_ [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 will provide a drug free work place by:

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

- (i) the dangers of drug abuse in the work place;
- (ii) the person's or entity's policy of maintaining a drug free environment at all its work places, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant;
- (iii) any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) the penalties that may be imposed upon employees for drug abuse violations.

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

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

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

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



- (5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- (6) Making a good faith effort to continue to maintain a drug free work place through implementation of sections (1) through (5) stated above.

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

- (1) Such person or entity has made false certification.
- (2) Such person or entity violates such certification by failing to carry out the requirements of sections (1), (2), (3), (4), (5), or (6) or Resolution R-01-36 Section 4, E (1) (a) or
- (3) Such a number of employees of such person or entity have been convicted of violations occurring in the work place as to indicate that such person or entity has failed to make a good faith effort to provide a drug free work place as required by Resolution R-01-36 Section 4, E (1) (a).

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

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_  
Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_  
[Type of identification]

\_\_\_\_\_  
Notary Public Signature My commission expires \_\_\_\_\_

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

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

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

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

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

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ 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.



**MUSCO**  
GREEN GENERATION LIGHTING™

**GUARANTEED PERFORMANCE**

**ILLUMINATION SUMMARY**

**Soccer #3**  
Braden River SO 3  
Bradenton, FL

**Soccer #3**

- Size: 360' x 180'
- Grid Spacing = 30.0' x 30.0'
- Values given at 3.0' above grade

- Luminaire Type: Green Generation
- Rated Lamp Life: 5,000 hours
- Avg Lumens/Lamp: 134,000

**CONSTANT ILLUMINATION**

**HORIZONTAL FOOTCANDLES**

No. of Target Points:	72
Entire Grid	
Average:	33.2
Maximum:	40
Minimum:	27
Avg/Min:	1.24
Max/Min:	1.50
UG (Adjacent Pts):	1.34
CV:	0.12
Average Lamp Tilt Factor:	1.000
Number of luminaires:	26
Avg KW over 5,000 hours:	40.66
Max KW:	44.2

**Guaranteed Performance:** The CONSTANT ILLUMINATION described above is guaranteed for the rated life of the lamp.

**Field Measurements:** Averages shall be +/-10% in accordance with IESNA RP-6-01 and CIBSE LG4. Individual measurements may vary from computer predictions.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.

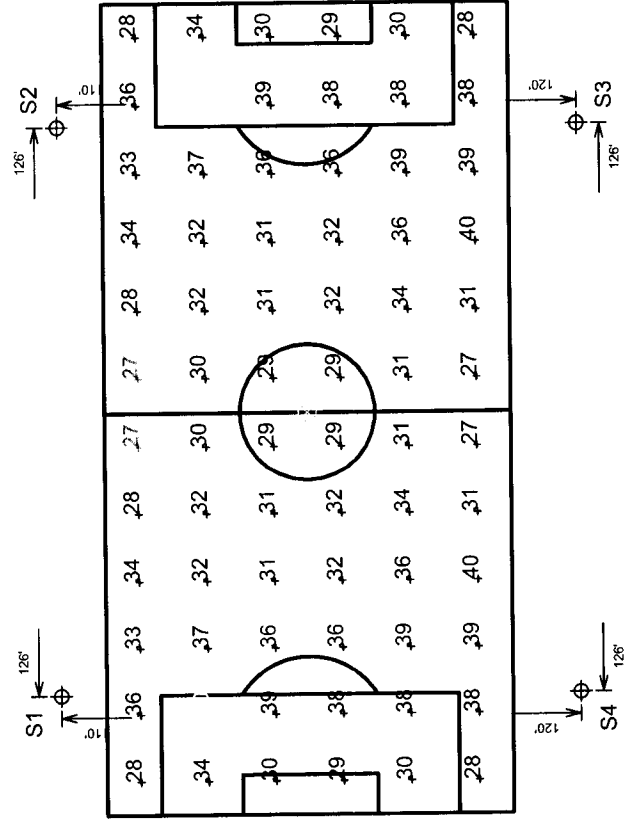
By: Brad Hannon  
File #: 139446R1  
Date: 18-Jun-09

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Print Date (18Jun/2009) & Time (10:03)

**EQUIPMENT LIST FOR AREAS SHOWN**

QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	Luminaires						
					LAMP TYPE	QTY/POLE	THIS GRID	OTHER GRIDS			
2	S1-S2	70'	-	70'	1500W MZ	6	6	0			
2	S3-S4	70'	-	70'	1500W MZ	7	7	0			
4	<b>TOTALS</b>								26	26	0



SCALE IN FEET 1:80



Pole location(s) X dimensions are relative to 0,0 reference point(s) X



# CONTROL SYSTEM SUMMARY

## Control and Monitoring Digital with Manual Switch Cabinet

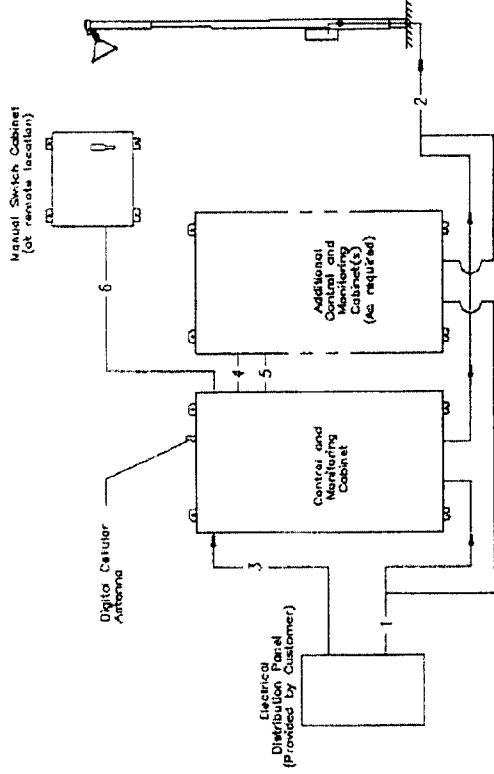
Project Number:	139446
Project Name:	Braden River, SO 3
Prepared By:	Brad Hannon
Sales Rep.:	Bob DeCouto
Scan:	139446
Service Location:	1 of 1 Soccer #3

CONTROL SYSTEM TYPE: Control and Monitoring w/Manual Switch

### EQUIPMENT LISTING

DESCRIPTION	APPROXIMATE SIZE
1 CONTROL AND MONITORING CABINET	24 X 48
2 MANUAL SWITCH CABINET	16 X 16

TOTAL CONTACTORS: QTY 4 SIZE 30 AMP  
 TOTAL Off/On/Auto SWITCHES 1



WIRE	DESCRIPTION	VOLTAGE	# OF WIRES	TYP. SIZE	NOTES	SUPPLIER
1	POWER TO LIGHTING CONTACTORS (LINE)	NOTE A	NOTE A	NOTE B	A Bvu E	CONTRACTOR
2	POWER FROM CONTACTORS TO POLES (LOAD)	NOTE A	NOTE A	NOTE B	A Bvu E	CONTRACTOR
3	CONTROL VOLTAGE (20 AMP)	120V (AC)	3	12	C,D,E	CONTRACTOR
4	CONTROL VOLTAGE HARNESSES	120V (AC)	---	---	C,D,E	MUSCO
5	MONITORING MODULE COMMUNICATION CABLE	N/A	1	---	C,D,E	MUSCO
6	MANUAL SWITCH WIRING	120V (AC)	NOTE F	12	C,D,E,F	CONTRACTOR

#### Notes:

- A. Voltage and phasing per the notes on page 2.
- B. Calculate per load, voltage drop.
- C. For more information on equipment, see attached drawings.
- D. Refer to installation instructions for details on equipment mounting and conduit entry points.
- E. Power circuits (wire #1-4 & 6) must be run in separate conduit from non-power circuits (wire #5).
- F. Number of wires = 4 Power wires + 3 wires per zone (See switching schedule on page 2 for the number of zones)

#### Service Notes:



# CONTROL SYSTEM SUMMARY

Project Number:	139446		
Project Name:	Braden River SO 3		
Prepared By:	Brad Hannon		
Sales Rep:	Bob DeCouto	Date:	01/20/2009
Scan:	139446		
Service Location:	1 of 1 Soccer #3		

CIRCUIT SUMMARY BY ZONE						
POLE	CIRCUIT NAME	# OF FIXT	FULL LOAD AMPS	CONTACTOR SIZE (AMPS)	CONTACTOR ID	ZONE
S1	Soccer #3	6	14.8	30	C1	1
S2	Soccer #3	6	14.8	30	C2	1
S3	Soccer #3	7	18.5	30	C3	1
S4	Soccer #3	7	18.5	30	C4	1

### IMPORTANT NOTES:

1. This design is based on 480 VOLTS 3 phase. If voltage is other, equipment costs may be affected. Contact your Musco sales representative
2. When 3 phase service is available, all 3 phases are to be run to each pole
3. One contactor is required for each pole. When a pole has multiple circuits, one contactor is required for each circuit.
4. If the lighting system will be fed from more than one service location, additional equipment may be required.
5. Entrance hub and locknut materials must be die-cast zinc, copper free die-cast aluminum or PVC and must meet NEMA 4 enclosure sealing requirements
6. A single 120V control circuit must be supplied to each control system.
7. Size overcurrent devices using the full load amps column of the chart. Full load amps based on an assumed power factor of 0.9.

### SWITCHING SCHEDULE

CONTROL POWER CONSUMPTION	
120V SINGLE PHASE (SEE NOTE 6)	Field Type      Zones      Customer Field Name
VA LOADING OF MUSCO SUPPLIED EQUIPMENT	Soccer            1            Soccer #3
INRUSH: 365.0	
SEALED: 115.0	

# CONTROL SYSTEM SUMMARY



**Project Number:** 139446  
**Project Name:** Braden River SO 3  
**Prepared By:** Brad Hannon  
**Sales Rep:** Bob DeCouto      **Date:** 01/20/2009  
**Scan:** 139446  
**Service Location:** 1 of 1 Soccer #3

PANEL SUMMARY						
CABINET #	CONTROL MODULE LOCATION	CONT ID	CIRCUIT DESCRIPTION	FULL LOAD AMPS	DISTRIBUTION PANEL ID BY OTHERS	CIRCUIT BREAKER POSITION BY OTHERS
1	1	C1	Pole S1	14.8		
1	1	C2	Pole S2	14.8		
1	1	C3	Pole S3	18.5		
1	1	C4	Pole S4	18.5		

ZONE SCHEDULE													
ZONE	Selector Switch	ZONE DESCRIPTION	CIRCUIT DESCRIPTION										
Zone 1	1	Soccer #3	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 10%;">POLE ID</th> <th style="width: 10%;">CONT ID</th> </tr> <tr> <td>S1</td> <td>C1</td> </tr> <tr> <td>S2</td> <td>C2</td> </tr> <tr> <td>S3</td> <td>C3</td> </tr> <tr> <td>S4</td> <td>C4</td> </tr> </table>	POLE ID	CONT ID	S1	C1	S2	C2	S3	C3	S4	C4
POLE ID	CONT ID												
S1	C1												
S2	C2												
S3	C3												
S4	C4												

STRUCTURAL P.C. ENGINEERS, P.C.  
111 NICHOLS DRIVE  
WASHALTON, OKLA 50158  
TELEPHONE NUMBER 641-757-3334  
FAX 641-757-3334

MUSCO SPORTS LIGHTING, LLC  
10000 W. 11TH AVENUE  
DENVER, CO 80231  
303-750-2288  
303-750-2289

BRADEN RIVER SO 3  
FIELD LIGHTING  
BRADENTON, FLORIDA

NOTES  
POLE SUPPORT FOUNDATION  
SCALE: SEE PLAN  
DRAWING TITLE

PROJECT NO. 139446

DATE 04 FEBRUARY 2009

DRAWING NO. C1

**GENERAL NOTES**

WIND DESIGN PARAMETERS:  
WIND: 130 MPH (1 = 1.0) PER ASCE-10 CODE, 2001 EDITION  
(FBC 2004, CHAPTER 16, SECTION 1609.1.1, EXCEPTION #3)  
DESIGN WIND PARAMETERS ARE NOTED. ACTUAL PARAMETERS MUST BE VERIFIED FOR THE SITE BY THE PROPER GOVERNING OFFICIAL.

SOIL DESIGN PARAMETERS:  
ALLOWABLE END BEARING SOIL PRESSURE: 2,000 PSF  
ALLOWABLE LATERAL SOIL BEARING PRESSURE: 0 PSF/FT (GRADE TO -17'-0")  
ALLOWABLE LATERAL SOIL BEARING PRESSURE, VARIES; SEE INDIVIDUAL BORINGS IN ACCORDANCE WITH THE 2004 EDITION OF THE FLORIDA BUILDING CODE, CHAPTER 18, SECTIONS 1804 AND 1805.

DESIGN SOIL PARAMETERS ARE AS NOTED. ACTUAL ALLOWABLE SOIL PARAMETERS MUST BE VERIFIED ON SITE. REFERENCE SOILS AND FOUNDATION REPORT, NO. 09-7034, PREPARED BY ARDAMAN & ASSOCIATES, INC., SARASOTA, FLORIDA.

A GEOTECHNICAL ENGINEER OR REPRESENTATIVE OF IS RECOMMENDED (NOT REQUIRED) TO BE AVAILABLE AT THE TIME OF THE FOUNDATION INSTALLATION TO VERIFY THE SOIL DESIGN PARAMETERS AND TO PROVIDE ASSISTANCE IF ANY PROBLEMS ARISE IN FOUNDATION INSTALLATION.

ENCOUNTERING SOIL FORMATIONS THAT WILL REQUIRE SPECIAL DESIGN CONSIDERATIONS OR EXCAVATION PROCEDURES MAY OCCUR. POLE FOUNDATIONS WILL NEED TO BE ANALYZED ACCORDING TO THE SOIL CONDITIONS THAT EXIST. IF ANY DISCREPANCIES OR INCONSISTENCIES ARISE, NOTIFY THE ENGINEER OF SUCH DISCREPANCIES. FOUNDATIONS WILL THEN BE REVISED ACCORDINGLY. REVISIONS WILL BE ANALYZED PER RECOMMENDATIONS DIRECTED BY A REGISTERED ENGINEER.

ALL EXCAVATIONS MUST BE FREE OF WATER, LOOSE SOIL AND DEBRIS PRIOR TO FOUNDATION INSTALLATION AND CONCRETE BACKFILL PLACEMENT. TEMPORARY CASINGS OR DRILLERS SLURRY MAY BE USED TO STABILIZE THE EXCAVATION DURING INSTALLATION. CASINGS MUST BE REMOVED DURING CONCRETE BACKFILL PLACEMENT.

CONTRACTOR MUST BE FAMILIAR WITH THE COMPLETE SOIL INVESTIGATION REPORT AND BORINGS, AND CONTACT THE GEOTECHNICAL FIRM (IF NECESSARY) TO UNDERSTAND THE SOIL CONDITIONS AND THE POSSIBILITY OF GROUND WATER PUMPING AND EXCAVATION STABILIZATION OR BRACING DURING PRECAST BASE INSTALLATION AND PLACEMENT OF CONCRETE BACKFILL.

FIXTURES MUST BE LOCATED TO MAINTAIN 10'-0" MINIMUM HORIZONTAL CLEARANCE FROM ANY OBSTRUCTION.

POLES, FIXTURES, PRECAST BASES, ELECTRICAL ITEMS AND INSTALLATION PER MUSCO LIGHTING.

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A FULLY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF FLORIDA.

KYLE G. LAGUNA - NO. PE 62892  
LICENSE RENEWAL DATE: FEBRUARY 28, 2009  
STRUCTURAL ENGINEERS, P.C. - NO. 26361

DRAWING NO. COVERED BY IHS SEAL C1

*Kyle Laguna*  
2-24-09

**POLE IDENTIFICATION**

POLE IDENTIFICATION	POLE TYPE	PRECAST BASE TYPE	FIXTURE CONFIGURATION (FIX PER MASH)	FIXTURE AND ACCESSORIES EPA (FT)
S1.52	LS70-C	4B	6 (3+3)	14.0
S1.54	LS76-C	4B	7 (4+3)	17.0

EACH POLE INCLUDES ONE LITHONIA LAMP AT 30'-0"

**CONCRETE/REINFORCEMENT NOTES**

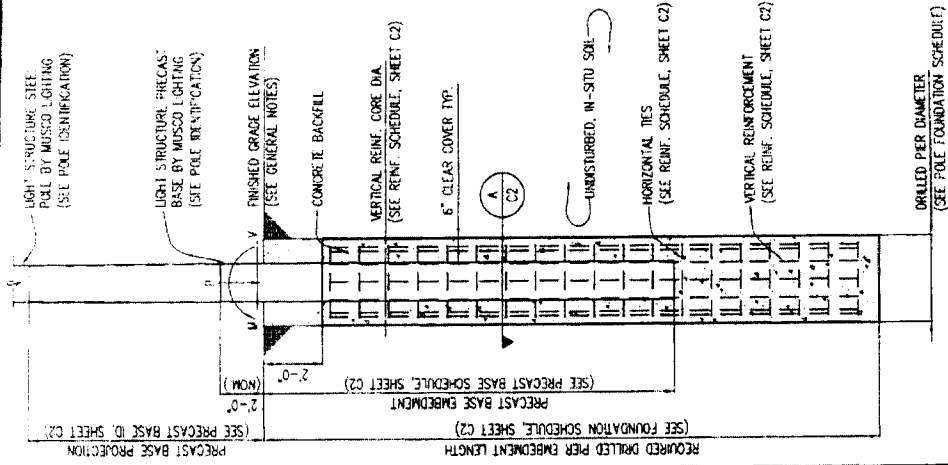
CONCRETE SHALL COMPLY WITH THE FOLLOWING ASTM STANDARDS: MIXTURE WITH ASTM C-94, PORTLAND CEMENT WITH ASTM C-150 TYPE I-A, AGGREGATES WITH ASTM C-33, AND BE IN CONFORMANCE WITH ACI 318-05. CONCRETE SHALL BE AIR-ENTRAINED (COMPLY WITH ASTM C-260) AND HAVE A MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS OF 4,000 PSI. CONCRETE SHALL HAVE A MAXIMUM W/C (WATER TO CEMENT) RATION OF 0.50. DESIGN SLUMP LIMITS ARE 4" MINIMUM AND 6" MAXIMUM. THE JOB SITE SLUMP MAY BE INCREASED BY USE OF A WATER REDUCING AGENT MEETING ASTM C494-92.

CONCRETE REINFORCEMENT SHALL COMPLY WITH ASTM A615 GRADE 60, EXCEPT ITES CAN BE OF GRADE 40 AND BE IN CONFORMANCE WITH ACI 315 & 318.

CONCRETE DRILLED PIERS MUST ATTAIN 3,000 PSI STRENGTH PRIOR TO POLE INSTALLATION AND FIXTURE MOUNTING.

MAXIMUM FREE DROP OF CONCRETE LIMITED TO 6'-0". CONCRETE MUST BE PLACED BY TROWEL OR PUMPING TECHNIQUES. THE TOP 12"-0" SHOULD BE THOROUGHLY CONSOLIDATED BY MECHANICAL VIBRATION DURING PLACEMENT.

INSTALLATION NOTE: CONCRETE TO BE PLACED IN A CONTINUOUS POUR OR A COLD JOINT WILL BE ACCEPTABLE AT THE BOTTOM OF THE PRECAST BASE. TWO POUR: WITH THE REINFORCEMENT IN PLACE, THE CONCRETE BELOW THE BOTTOM OF THE PRECAST BASE MAY BE PAUSED AND ALLOWED TO SET UP FOR APPROXIMATELY FOUR HOURS (CURE LONG ENOUGH TO SUPPORT WEIGHT OF PRECAST BASE). THEN THE PRECAST BASE MAY BE SET IN PLACE AND THE REST OF THE CONCRETE CONCRETE BACKFILL POURED.



**POLE S1 - S4 FOUNDATION ELEVATION**

SCALE: NOT TO SCALE

SOIL BACKFILL NOTE:  
THE TOP TWO FEET OF ANNULUS MAY BE BACKFILLED WITH SOIL WITH A CLASSIFICATION OF CLASS 4 (TABLE 1804.2) OR BETTER



STRUCTURAL ENGINEERS, P.C.  
114 HIGHLAND DRIVE  
MASSAQUITTOWN, IOWA 50558  
TELEPHONE NUMBER: 641-752-5334  
FAX: 641-752-5334



BRADEN RIVER  
SO 3  
FIELD LIGHTING  
BRADENTON, FLORIDA

SCALE: SEE PLAN  
DRAWING TITLE: POLE SUPPORT FOUNDATION  
NOTES:

PROJECT NO. 130446

DATE: 04 FEBRUARY 2009

DRAWING NO. C2  
OF TWO

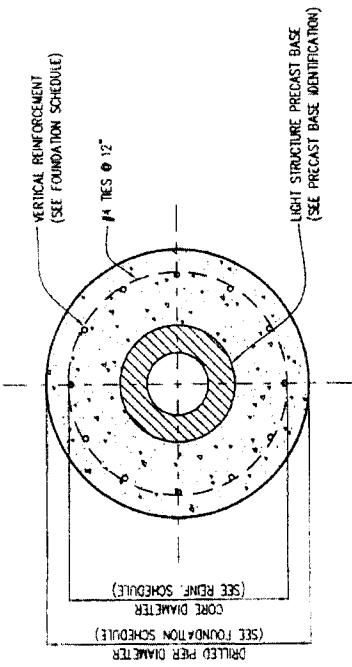
POLE FOUNDATION SCHEDULE

POLE DESIGNATION	FORCES		DRILLED PIER		REINFORCING	
	MOMENT (M) FT-LBS	SHEAR (V) LBS	DIAMETER INCH	EMBEDMENT LENGTH	CORE DIAMETER INCH (2.)	HORIZONTAL TIES
S1.52	100,786	2,134	42	34'-0"	29	12 - #8's #4 @ 12"
S3.54	109,528	2,250	42	34'-0"	29	12 - #8's #4 @ 12"

- 1. WEIGHT OF POLE, FIXTURES AND ACCESSORIES.
- 2. CORE DIAMETER EQUAL TO INSIDE DIAMETER OF TIES.

PRECAST BASE IDENTIFICATION

PRECAST BASE TYPE	PRECAST BASE WEIGHT	PRECAST PROJECTION ABOVE GRADE	STANDARD EMBEDMENT	OUTSIDE DIAMETER
40	3,490	22'-0"	8'-0"	14'-0"
REFERENCE POLE ID TABLE ON SHEET C1 FOR POLE TO PRECAST BASE TYPES				



**A** PIER DETAIL  
SCALE: NOT TO SCALE

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF FLORIDA.

KYLE G. LACINA - NO. PE. 62692  
LICENSE RENEWAL DATE: FEBRUARY 28, 2009  
STRUCTURAL ENGINEERS, P.C. - NO. 26361

DRAWING NO. COVERED BY THIS SEAL: C2