

ITQ NO. 21-R076571JH  
PERICO AND ROBINSON  
PRESERVE CONNECTOR  
TRAIL BRIDGES  
(NIGP 959-90)  
APRIL 8, 2021

Manatee County BCC  
Procurement Division  
1112 Manatee Avenue West Ste 803  
Bradenton, FL 34205  
[purchasing@mymanatee.org](mailto:purchasing@mymanatee.org)



**NOTICE TO BIDDERS, ITQ NO. 21-R076571JH**

**PERICO AND ROBINSON PRESERVE CONNECTOR TRAIL BRIDGES**

Manatee County, a political subdivision of the State of Florida (hereinafter referred to as County) will receive quotes from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida (Bidders), to provide Perico and Robinson Preserve Connector Trail Bridges, as specified in this Invitation to Quote.

**DATE, TIME AND PLACE DUE:**

The Due Date and Time for submission of Quotes in response to this ITQ is **May 4, 2021 at 3:00 P.M. ET**. Quotes must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 or emailed to Designated Procurement Contact shown below.

**SOLICITATION INFORMATION CONFERENCE:**

A non-mandatory Information Conference with a mandatory site visit immediately following will be held at 10:00 AM ET, on April 16, 2021 at 11700 Manatee Avenue West, Bradenton, Florida 34209. Attendance to the information conference is non-mandatory but highly encouraged, the site visit is mandatory, and is required to meet the minimum qualification requirements of this solicitation.

**QUESTIONS AND CLARIFICATION REQUESTS:**

Submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this Invitation to Quote to the Manatee County Procurement Division by April 23, 2021. Questions and inquiries should be submitted via email to the Designated Procurement Contact shown below.

**Important: A prohibition of lobbying is in place. Review Section 8.13 carefully to avoid violation and possible sanctions.**

**DESIGNATED PROCUREMENT CONTACT: Jeb Hayter, Procurement Agent**

(941) 749-3055, Fax (941) 749-3034  
Email: [jeb.hayter@mymanatee.org](mailto:jeb.hayter@mymanatee.org)  
Manatee County Financial Management Department  
Procurement Division

AUTHORIZED FOR RELEASE:

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# INVITATION TO QUOTE: PERICO AND ROBINSON PRESERVE CONNECTOR TRAIL BRIDGES

QUOTE NUMBER: 21-R076571JH

ISSUE DATE: April 8, 2021

## 1.0 Background and Contact Information

The Manatee County Government (County) issues this Invitation to Quote (ITQ) for Perico and Robinson Preserve Connector Trail Bridges. Companies and/or individuals that are qualified to provide the required goods/services (Bidders) are invited to submit a response (Quote) to this ITQ.

### 1.01 Background

The work to be performed under the contract consists of furnishing all labor, equipment, supplies, materials, transportation, fuel, power and water, providing environmental protection, and performing all operations in connection with the Robinson Preserve Trail Bridges Project.

### 1.02 Contact Information

The County representative regarding this ITQ is:

- **Jeb Hayter**
- **jeb.hayter@mymanatee.org**
- **941-749-3055**

## 2.0 Due Diligence

The County will conduct a due diligence review of all Quotes received to determine if the Bidder is responsible and responsive. To be responsive a Bidder must submit a Quote that conforms in all material respects to the requirements of this ITQ and contains all the information, fully completed attachments and forms, and other documentation required. Quotes that are deemed non-responsive will not be considered or evaluated.

To be responsible, a Bidder must meet the minimum qualification requirements as stated in Exhibit 2 and have the capability to perform the Scope of Services contained in this ITQ. Quotes submitted by Bidders that are deemed non-responsible will not be considered or evaluated. Bidder must submit the information and documentation requested in Exhibit 2 that confirms it meets the Minimum Qualification Requirements as stated in Exhibit 2.

## 3.0 Scope

The successful Bidder shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide connector trail bridges that meets the requirements of the County and as specified in Exhibit 1.

#### **4.0 ITQ Schedule**

<b>Scheduled Item</b>	<b>Scheduled Date</b>
<p>A non-mandatory Information Conference with a mandatory site visit immediately following will be held at 10:00 AM ET, April 16, 2021 at 11700 Manatee Avenue West, Bradenton, Florida 34209. Attendance to the information conference is non-mandatory but highly encouraged, the site visit is mandatory, and is required to meet the minimum qualification requirements of this solicitation.</p>	
Question and Clarification Deadline	April 23, 2021
Final Addendum Posted	April 29, 2021
Offer Response Due Date and Time	May 04, 2021 at 3:00 P.M.
Projected Award	May 2021

#### **5.0 Quote and Submission Process**

##### **5.01 Quote**

Complete the Quote form that details all costs associated with providing Perico and Robinson preserve Connector Trail Bridges as specified herein.

##### **5.02 Submission Process**

Submit the Quote by the Quote Deadline stated above to the Procurement Division representative assigned to this solicitation via email at [jeb.hayter@mymanatee.org](mailto:jeb.hayter@mymanatee.org) or deliver to 1112 Manatee Ave. West, Bradenton, FL 34205, Suite 803.

#### **6.0 Term**

##### **6.01 Term**

The term of this Agreement shall be upon completion of the Scope of Work. Work shall be completed and ready for final inspection within 60 calendar days of the date of Notice to Proceed. Only one schedule for completion will be considered.

##### **6.02 Terms and Conditions**

A Purchase Order will be issued to the Successful Bidder and will incorporate the Terms and Conditions of this ITQ, Successful Bidder's Quote and any subsequent information requested from the Successful Bidder by the County. Should a conflict exist between the terms and conditions of this ITQ and the Purchase Order terms and conditions, the terms and conditions in the Purchase Order shall prevail.

##### **6.03 Payment and Invoices**

Payment will be made in accordance with Florida State Statutes and with a payment schedule approved by the County and the Successful Bidder. Invoices required by this ITQ will be to the County in a manner accepted by the County and will include at a minimum the invoice date, invoice amount, date, goods provided/services performed, and purchase order number.

#### 6.04 Taxes

All taxes of any kind and character payable for the work done and materials furnished under the Purchase Order will be paid by the Successful Bidder. The laws of the State of Florida provide that sales tax and use taxes are payable by the Successful Bidder upon the tangible personal property incorporated in the work and such taxes will be paid by the Successful Bidder. County is exempt from all State sales taxes.

### **7.0 Quote Requirements**

#### 7.01 ITQ Process

This ITQ will in no manner be construed as a commitment on the part of the County to award a Purchase Order. The County reserves the right to postpone or cancel this ITQ process; to negotiate, select or procure parts of services; to change or modify the ITQ schedule at any time; to award a Purchase Order to another Bidder if the Successful Bidder does not agree to the terms and conditions of this Purchase Order or if the Successful Bidder's performance does not meet the requirements in this ITQ; and to award a Purchase Order based to the lowest responsible, responsive Bidder. The County reserves the right to recover damages from any Successful Bidder that does not perform after the award of such Purchase Order.

#### 7.02 Rejection of Quotes

Quotes containing any omission, alterations of form, additions or conditions not requested, conditional or alternate Quotes, incomplete Quotes, will be considered irregular and may be rejected. The County reserves the right to waive any technicalities and formalities in this ITQ process or in the Quotes thereto and make the award in the best interest of the County. The County may, at its discretion, reject any or all Quotes.

#### 7.03 Cost of Preparation

All costs associated with preparing and delivering the Quote will be borne entirely by the Bidder. The County will not compensate the Bidder for any expenses incurred by the Bidder as a result of this ITQ process.

#### 7.04 Questions and Addenda

All questions concerning this ITQ must be submitted in writing to the Procurement Division prior to the Question Deadline as stated in the ITQ Schedule. It is the responsibility of the Bidder to verify the County received its question or inquiry concerning this ITQ. All questions and answers will be provided to each potential Bidder in the form of an addendum posted on the Procurement webpage of the County website.

7.05 Additional Information and Presentations

The County reserves the right to request additional information, if applicable, from select Bidders based on the needs of the County.

7.06 Government Entities

The County reserves the right to utilize applicable State of Florida contracts or other approved cooperative contracts for any items or services covered by this ITQ when it is in the best interest of the County.

Successful Bidder agrees to make available to all governmental agencies, authorities, departments, and municipalities the Quote prices submitted with the successful Quote should any governmental agency, authority, department, and municipality (collectively referred to as Public Entities) desire to buy under the Successful Quote.

The County will not be responsible for any transactions between the successful Bidder and Public Entities that may elect to utilize the successful Quote. All terms, prices and conditions of the successful Quote will apply between the Successful Bidder and Public Entities utilizing the successful Quote. As a condition of using the successful Quote, the Public Entity and Successful Bidder shall hold the County harmless from any claims or lawsuits that may arise. NOTE: Any quantities estimated in this ITQ are for the County requirements only.

7.07 Basis of Award

Award(s) will be made to the responsive, responsible Bidder having the lowest quote. The County, at its sole discretion, may make multiple awards based upon groups, price, or other such criteria. When there is a discrepancy between the unit prices and any extended prices submitted by Bidder, the unit prices will prevail.

7.08 Tie Bids

Whenever the lowest quote is submitted by two or more responsive, responsible Bidders and are equal with respect to price, quality, and/or service award of the Agreement shall be determined as follows:

- a. The quote received from a local business, as defined below, shall be awarded the Agreement.;
- b. If none or all of the equal Bidders are a local business, the award shall be determined in accordance with Florida Statute 287.07, Preference to businesses with drug-free workplace programs.
- c. If none or all of the equal Bidders have a drug-free workplace program, the award shall be determined by a chance drawing to be conducted by the Procurement Official in a publicly noticed meeting.

Local business is defined as a business legally authorized to engage in the sale of goods and/or services which, for at least six months prior to the announcement of the

solicitation for quotes, has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas, or Sarasota County, and which has had at least one full-time employee at that location during the qualifying period.

## **8.0 ITQ General Terms and Conditions**

### **8.01 Binding Offer**

A Bidder's Quote will remain valid for a period of 60 days following the Quote Deadline and will be considered a binding offer to perform the required services and/or provide the required goods. The submission of a Quote will be taken as prima facie evidence that the Bidder has familiarized itself with the contents of this ITQ.

### **8.02 Insurance Requirements**

Successful Bidder must maintain the insurance limits and coverages, as identified in Section 9.0, uninterrupted or amended through the term of the Agreement/Purchase Order. In the event the Successful Bidder becomes in default of the insurance requirements the County reserves the right to take whatever actions deemed necessary to protect its interests. Required liability policies other than Workers' Compensation/Employer's Liability and Professional Liability, will provide that the County, members of the County's governing body, and the County officers, volunteers and employees are included as additional insured.

### **8.03 Public Entity Crimes**

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 Quote on a contract to provide any goods or services to a public entity; may not submit a Quote on a contract with a public entity for the construction or repair of a public building or public work; may not submit a Quote 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

### **8.04 Drug-Free Workplace Program Certification**

In accordance with Section 287.087, Florida Statutes, whenever two or more Quotes are equal, preference will be given to the Quote received from a business that certifies it has implemented a drug-free workplace program, as detailed in Section 7.08. Bidders must complete and return the Drug-Free Workplace attachment included with the Quote.

### **8.05 Convicted Vendor List**

A Bidder cannot be listed on the Florida Department of Management Services, Convicted Vendor List, as defined in Section 287.133(3) (d), Florida Statutes.  
([www.dms.myflorida.com](http://www.dms.myflorida.com))

### **8.06 Collusion**

More than one Quote from the same Bidder under the same or different names will not be considered. Joint Quotes will not be accepted. Reasonable grounds for believing that a

Bidder is submitting more than one Quote will cause the rejection of all Quotes in which the Bidder is involved. Quotes will be rejected if there is reason for believing that collusion exists among Bidders and no participant in such collusion will be considered in any future solicitations for a period of six months following the Quote Deadline for this ITQ.

8.07 Public Disclosure

All documents and other materials or documents submitted by a Bidder in response to this ITQ will become the property of the County. The County is subject to the open records requirements of Florida State Statute Chapter 119, and as such, all materials submitted by the Bidder to the County are subject to public disclosure. The Bidder specifically waives any claims against the County related to the disclosure of any materials if made under a public records request.

8.08 Procurement Protest Policy

Failure to follow the procurement protest policy set out in the County policies constitutes a waiver of the Bidder's protest and resulting claims. A copy of the procurement protest policy may be obtained on the Procurement webpage of the County website [www.mymanatee.org](http://www.mymanatee.org).

8.09 Disclosure

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

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

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

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

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

inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.

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

**IF THE SUCCESSFUL BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO ANY RESULTING CONTRACT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT: (941) 742-5845, DEBBIE.SCACCIANOCE@MYMANATEE.ORG, ATTN: RECORDS MANAGER, 1112 MANATEE AVENUE WEST, BRADENTON, FL 34205.**

#### 8.10 Trade Secrets

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

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

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

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

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

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

#### 8.11 Confidentiality of Security Related Records

- a. Pursuant to Florida Statutes § 119.071(3), the following records (hereinafter referred to collectively as "the Confidential Security Records") are confidential and exempt from the disclosure requirements of Florida Statutes § 119.07(1):
  - i. A Security System Plan or portion thereof for any property owned by or leased to County or any privately owned or leased property held by County.
  - ii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by County.
  - iii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, or hotel or motel development in the possession of, submitted to County.
- b. Successful Bidder agrees that, as provided by Florida Statute, it shall not, as a result of a public records request, or for other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of County's Property Management Director or to comply with a court order requiring such release or disclosure. To the extent Successful Bidder receives a request for such records, it shall immediately contact the County's designated Contract administrator who shall coordinate County's response to the request.

#### 8.12 e-Verify

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

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

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

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

#### 8.13 Lobbying

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

#### 8.14 License and Permits

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

8.15 Health Insurance Portability and Accountability Act (HIPAA)

Any person or entity that performs or assists the County with a function or activity involving the use or disclosure of “individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. HIPAA mandates for privacy, security, and electronic transfer standards include, but are not limited to:

- a. Use of information only for performing services required by the contract or as required by law;
- b. Use of appropriate safeguards to prevent non-permitted disclosures;
- c. Reporting to the County any non-permitted use or disclosure;
- d. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder and reasonable assurances that IIHI/PHI will be held confidential;
- e. Making PHI available to the customer;
- f. Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer;
- g. Making PHI available to the County for an accounting of disclosures; and
- h. Making internal practices, books, and records related to PHI available to the County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The selected Bidder must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.

8.16 Minority and/or Disadvantaged Business Enterprise

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

8.17 Quantities

The estimated quantities in this ITQ are provided for tabulation and evaluation purposes only. No guarantee is expressed or implied as to the quantities or dollars that will be used during the Agreement period.

8.18 ePayables

The County offers an ePayable program which allows payments to be made to suppliers via credit cards. If this payment option is selected by the successful Bidder, the Clerk will issue a unique credit card number to the successful Bidder. The card has a zero balance until payments have been authorized. After goods are delivered and/or services rendered, the successful Bidder must submit a proper invoice to the County. When the invoice payment is authorized, an email notification is sent to the successful Bidder notifying them of the amount that has been placed on the credit card for retrieval.

There is no cost by the County for participation in this program, however, there may be charges applied by the successful Bidder's credit card processing company. Bidder's who are interested in this program may contact the County Clerk's Accounts Payable office.

## 9.0 Insurances and Bonds

Work under the resulting Agreement cannot commence until all insurance coverages indicated herein have been obtained. The cost for insurance coverages is the sole responsibility of successful Bidder. The Successful Bidder shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, proof the following minimum amounts of insurance on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

### REQUIRED INSURANCES

#### Automobile Liability Insurance Required Limits

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

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

*This policy shall contain severability of interests' provisions.*

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

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

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

*This policy shall contain severability of interests' provisions.*

#### Employer's Liability Insurance

Coverage limits of not less than:

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

**Worker’s Compensation Insurance**

**US Longshoremen & Harbor Workers Act**

**Jones Act Coverage**

Coverage limits of not less than:

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

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

**OTHER INSURANCES**

**Aircraft Liability Insurance Required Limits**

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

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

**Un-Manned Aircraft Liability Insurance (Drone)**

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

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

**Installation Floater Insurance**

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

and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

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

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

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

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

**Builder’s Risk Insurance**

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

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

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

**Cyber Liability Insurance**

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

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

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

**Hazardous Materials Insurance (As Noted Below)**

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

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

***Pollution Liability***

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

***Asbestos Liability (If handling within scope of Contract)***

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

***Disposal***

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

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

**Hazardous Waste Transportation Insurance**

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

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

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

**Liquor Liability Insurance**

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

- 1,000,000 Each Occurrence and Aggregate

**Garage Keeper’s Liability Insurance**

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

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

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

**Bailee’s Customer Liability Insurance**

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

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

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

**Hull and Watercraft Liability Insurance**

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

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

Other [Specify]

## REQUIRED BONDS

Bid Bond

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

Payment and Performance Bond

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

## I. INSURANCE REQUIREMENTS

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

### **Commercial General Liability and Automobile Liability Coverages**

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

## **Workers' Compensation and Employers' Liability Coverages**

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

## **General Insurance Provisions Applicable to All Policies**

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

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

3. The project's solicitation number and title shall be listed on each certificate.
4. SUPPLIER shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
5. SUPPLIER agrees that should at any time SUPPLIER fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.
6. The SUPPLIER waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
7. The SUPPLIER has sole responsibility for all insurance premiums and policy deductibles.
8. It is the SUPPLIER'S responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. SUPPLIER shall include his agents, representatives, and subcontractors working on the project or

at the worksite as insured under its policies, or SUPPLIER shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.

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

## II. BONDING REQUIREMENTS

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

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

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

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

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

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

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

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**EXHIBIT 1, SCOPE OF WORK/SPECIFICATIONS**

**EXHIBIT 1, TECHNICAL SPECIFICATIONS**  
**ITQ No. 21-R076571JH**  
**CONNECTOR TRAIL BRIDGES**  
**TECHNICAL SPECIFICATIONS**

**TS-1.0 SCOPE OF WORK**

The WORK to be performed under the CONTRACT consists of furnishing all labor, equipment, supplies, materials, transportation, fuel, power and water, providing environmental protection, and performing all operations in connection with the Robinson Preserve Trail Bridges Project.

The Project area is accessed from the park entrance located at 11700 Manatee Avenue West, Bradenton, Florida. The WORK will be performed on parcels located in Sections 26, Township 46 South, Range 16E, Manatee County. Folio ID's 7360601509 and 7360600097.

This WORK must be completed according to the CONTRACT documents within the time specified in the CONTRACT and within compliance with the conditions of the Federal, State, and local permits. The CONTRACTOR is solely responsible for all construction means, methods, techniques, procedures, lay out, and the sequence of the WORK except as set forth in section "Order of Work."

**TS-2.0 SUBMITTALS**

Prior to commencement of WORK the CONTRACTOR shall submit to the COUNTY and ENGINEER for approval, a WORK plan to cover all specified operations. The WORK plan shall include, but not be limited to, the means and methods to be employed to accomplish: construction access, staging, and restoration; construction of the new bridges; installation of asphalt pavement; site restoration; best management practices; storm emergency plan; health and safety plan; environmental protection plan; pollution control plan; required shop drawings; and required manufacturers' specifications and certifications. The Work Plan shall also include the Progress Schedule, Schedule of Values, Construction Sequence, and Order of Work. The COUNTY and ENGINEER shall review the WORK Plan and the CONTRACTOR shall make necessary revisions prior to acceptance of the WORK Plan.

**TS-3.0 CONSTRUCTION SEQUENCE**

**TS-3.1 Order of WORK**

In general, the Order of WORK shall be as follows. Any changes in the Order of WORK must be submitted in writing and approved by the COUNTY and ENGINEER prior to initiation of the specific WORK activity.

- (1) Pre-construction submittals and notifications
- (2) Mobilize
- (3) Prepare construction access and staging areas
- (4) Install erosion control measures and implement best management practices
- (5) Construct new bridges
- (6) Remove erosion control measures and related construction materials
- (7) Complete site restoration
- (8) Demobilize

### TS-3.2 Time of Operations

The CONTRACTOR is allowed to conduct work activities during daylight hours Monday through Friday, excluding weekends and Holidays, at the CONTRACTOR's discretion, provided that the CONTRACTOR complies with all applicable labor laws. The CONTRACTOR may request in writing with minimum 5-day notice to the COUNTY to conduct work on weekends. The COUNTY will review each request individually.

### TS-4.0 PAYMENT

#### TS-4.1 Mobilization and Demobilization

Payment for the cost of mobilization and demobilization including construction access and restoration of construction access and staging area is included in this CONTRACT. Payment for all appropriate costs in connection therewith or incidental thereto; which shall also include all other items of cost required by the CONTRACT for which a separate payment is not provided for herein. This WORK shall be included in the applicable CONTRACT lump sum price for Bid Item "Mobilization and Demobilization." Fifty percent (50%) of the lump sum price will be paid after 10 percent (10%) of the first WORK element is constructed and accepted. The remaining fifty percent (50%) will be included in the final payment for WORK under this CONTRACT.

In the event the COUNTY or ENGINEER considers that the amount in this item (50%), which represents mobilization, does not bear a reasonable relation to the cost of the WORK in this CONTRACT, the COUNTY may require the CONTRACTOR to produce cost data to justify this portion of the bid. Failure to justify such price to the satisfaction of the COUNTY will result in payment of actual mobilization costs, as determined by the COUNTY and ENGINEER at the completion of mobilization, and payment of the remainder of this item in the final payment under this CONTRACT. The determination of the COUNTY and ENGINEER is not subject to appeal.

#### TS-4.2 Site Preparation and Demolition

Payment shall be made for materials and WORK specified in connection with construction access and staging; site preparation; stabilization of existing structures; demolition and disposal of the existing bridges and boardwalk sections, specified vegetation, and construction debris at an approved off-site location; installation of new concrete sidewalk; and all other appropriate costs in connection therewith or incidental thereto. This WORK shall be included in the applicable CONTRACT lump sum price for Bid Item "Site Preparation and Demolition."

#### TS-4.3 Bridges

Payment shall be made for materials and WORK specified in connection with site regrading and the installation of the connector trail bridges and privacy screen; and all other appropriate costs in connection therewith or incidental thereto. This WORK shall be included in the applicable CONTRACT unit price per square foot for Bid Item "Bridges."

## TS-5.0 WORK AREA

### TS-5.1 Limits of Construction

Areas in the vicinity of the Project area contain sensitive environmental habitats. The CONTRACTOR shall avoid these habitats and is responsible for environmental protection. All WORK must be confined to the CONTRACTOR's WORK area. No plant or equipment may operate or transit outside the property boundary or WORK limits. All construction areas shall be restored to pre-construction conditions, or better as part of demobilization.

### TS-5.2 Security

The CONTRACTOR is permitted to exclude the public from their WORK area subject to the provisions of the Construction Sequence and these Specifications as necessary to perform the WORK and to operate in accordance with the General Conditions of the CONTRACT. Enforcement shall be the CONTRACTOR's responsibility at no additional cost to the COUNTY. The enforcement shall be coordinated with local enforcement agencies and will be subject to approval of the COUNTY.

### TS-5.3 Construction Access

Construction access and staging shall be confined to the CONTRACTOR's WORK area and are shown on the CONTRACT Plans. Procurement of any additional access routes for ingress and egress to the construction area shall be obtained by and at the expense of the CONTRACTOR. The CONTRACTOR shall confine their plant, equipment, materials, and operations of personnel to areas permitted by law, ordinances, permits and the requirements of the CONTRACT Documents, and shall not unreasonably encumber the premises with plant, equipment, and materials. The CONTRACTOR must control noise and must control wind-blown sand, silt and dust while using the accesses. The CONTRACTOR is responsible for preparation and restoration of the access areas. The CONTRACTOR is required to submit a construction access and staging plan including restoration measures prior to their usage. The costs for, but not limited to, earthwork, grading, signage, fencing, walls, guardrails, curbing, paving, stairways, and vegetation removal and reinstallation, along with removal and installation of any other facilities are included in the lump sum price for Bid Item "Mobilization and Demobilization." Disposal of any cleared vegetation, debris and rubbish shall be in a manner acceptable to the COUNTY and ENGINEER.

### TS-5.4 Protection of Existing Facilities

During all phases of the WORK including but not limited to staging, construction access, construction, and site restoration, the CONTRACTOR shall implement best management practices to protect and stabilize the existing facilities within and adjacent to the WORK Area and to prevent damage thereto by the CONTRACTOR's operations. Where existing facilities are damaged, they shall be immediately repaired in conformance with the best construction standards of practice.

#### TS-5.5 Noise

The CONTRACTOR shall conduct their operations so as to comply with all Federal, State, and local laws pertaining to noise. The CONTRACTOR shall use a decibel meter and keep records as necessary to verify the WORK is being conducted accordingly.

#### TS-5.6 Existing Utilities

It shall be the responsibility of the CONTRACTOR to acquaint themselves with the exact location of existing underground structures and utilities and to avoid conflict with all existing facilities. The CONTRACTOR shall be responsible for notifying, in writing and in advance of construction activities, the COUNTY and ENGINEER and all government and private agencies and entities that may have an area of responsibility, jurisdiction or involvement for any items of WORK being constructed, or whom shall assume responsibility for the items after construction. This list of agencies and entities shall include, but is not limited to:

- a. Florida Power and Light
- b. Sprint
- c. Comcast
- d. Manatee County Utilities

These agencies require a minimum of 48 hour written notice of activities within their jurisdiction. The CONTRACTOR shall also call Sunshine 811 before beginning any WORK at the WORK area.

Protection of all utilities shall be the responsibility of the CONTRACTOR who shall provide adequate protection to maintain proper service. The CONTRACTOR is to include within its line item bid prices, the costs to protect, and/or support, all underground utilities which may be in conflict with the construction of this Project. Attention is called to the Florida Underground Facility Damage Prevention and Safety Act, Chapter 556, Florida Statutes. This act provides for a one-call center charged with helping prevent damages to underground utilities.

Any expense of utility repair or other damage caused by the CONTRACTOR's operations shall be borne by the CONTRACTOR. Where existing utilities are damaged, they shall be immediately repaired by the CONTRACTOR in accordance with the requirements of the government, private agencies, and entities that may have an area of responsibility, jurisdiction or involvement for the utilities. If the COUNTY of the utility elects to make such repairs with their own forces, the CONTRACTOR shall make sure that specific arrangements are made to protect the COUNTY from all damages. Where such conflicts are unavoidable, every effort shall be made to construct the WORK so as to cause as little interference as possible with the services rendered by the structure disturbed.

#### TS-6.0 CONTRACTOR'S PLANT AND EQUIPMENT

The CONTRACTOR agrees to keep on the job sufficient plant and equipment to meet the requirements of the WORK. The plant and equipment shall be in satisfactory operating condition and capable of safely and efficiently performing the WORK as set forth in the specifications and the plant shall be subject to access by the COUNTY and ENGINEER at all times. The Plant and Equipment to

be utilized by the CONTRACTOR shall be submitted by the CONTRACTOR with their Bid. The Plant listed on the Plant and Equipment Schedule is the minimum which the CONTRACTOR agrees to place on the job unless otherwise determined by the COUNTY and its listing thereon is not to be construed as an agreement on the part of the COUNTY that it is adequate for the performance of the WORK. No reduction in the capacity of the Plant employed on the WORK shall be made except by written permission of the COUNTY. The measure of the "Capacity of the Plant", shall be its actual performance on the WORK to which these Specifications apply.

#### TS-7.0 TRANSPORTATION FACILITIES

The CONTRACTOR shall make their own investigation of available roads or other means of conveyance for transportation, load limits for bridges, barges and roads, and other road or waterside conditions affecting the transportation of all equipment to the site.

#### TS-8.0 WATER, SEWER, AND ELECTRIC

The responsibility shall be upon the CONTRACTOR to provide and maintain, at their own expense, an adequate supply of water for their use for construction, and to install and maintain necessary supply connections and piping for same, and necessary portable sanitary facilities but only at such locations and in such manner as may be approved by the COUNTY and ENGINEER. All electric current required by the CONTRACTOR shall be furnished at their own expense. All temporary lines will be furnished, installed, connected, and maintained by the CONTRACTOR in a workmanlike manner satisfactory to the COUNTY and ENGINEER and shall be removed by the CONTRACTOR in like manner at their expense prior to completion of the construction and final acceptance.

#### TS-9.0 POLLUTION CONTROL

The CONTRACTOR shall control and conduct such operations and institute maintenance procedures to eliminate pollution of adjacent surface waters caused by either material runoff or discharges of any kind from the construction area (roof drains discharge excepted). No off-site discharge is allowed. The CONTRACTOR shall comply with the provisions of Chapters 253 and 403, Florida Statutes, regarding control of air and water pollution and with all rules and regulations of the Department of Environmental Protection. If non-compliance with the aforementioned Federal, State or Local laws or regulations occurs, the CONTRACTOR shall immediately inform the COUNTY and ENGINEER of proposed corrective action and take such action as may be approved. If the CONTRACTOR fails or refuses to comply promptly, the COUNTY, through the ENGINEER, may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for excess costs or damages by the CONTRACTOR.

#### TS-10.0 CLEARING, GRUBBING AND GRADING

The CONTRACTOR shall conduct their work in accordance with the latest version of the FDOT Standard Specification for Roadway and Bridge Construction, Section 110 "Clearing and Grubbing."

Clearing and grubbing of the applicable WORK sites shall consist of the complete removal and disposal of all timber, brush, stumps, roots, grass, weeds, rubbish and all other obstructions resting on or protruding through the ground surface. In cut areas, all stumps, roots, and other debris shall be

removed. In areas outside the grading limits, stumps and roots may be cut flush with the ground in lieu of being removed. All loose rock and debris lying on the ground shall also be removed and disposed of by the CONTRACTOR. Timber, stumps, brush, roots, rubbish, and other objectionable material resulting from clearing and grubbing shall be disposed of by the CONTRACTOR off-site and by methods approved by the COUNTY and ENGINEER, subject to applicable laws, ordinances and/or regulations, and shall be done at locations where trees and shrubs outside the limits of clearing will not be injured. Burning of such materials is not permitted on this site.

Removal of vegetation shall only be allowed within boardwalk limits. Removal of vegetation outside boardwalk limits shall require prior approval from the COUNTY or ENGINEER. Individual trees that the COUNTY may designate to remain shall be provided with protective barriers as per local regulations and be left standing and uninjured. Care shall be taken to avoid damaging trees to be left intact during clearing operations. Where trees cannot be felled in such a manner as to avoid damaging trees outside the area to be cleared, such trees shall be cut in sections from the top down. Selective clearing shall be defined on a specific project basis. Areas designated for selective clearing shall be protected by the CONTRACTOR.

Property obstructions which are to remain in place, such as buildings, sewers, drains, water or gas pipes, conduits, poles, walls, posts, bridges, etc., are to be carefully protected from damage and are not to be displaced except as might be directed by the COUNTY for unusual cases.

The CONTRACTOR is advised that regrading is necessary to achieve the design grades, and that it may be necessary to redistribute sediment from one boardwalk section to another section to achieve the design grades. Temporary storage of sediment may occur within the CONTRACTOR'S Work Area provided erosion control and best management practices are implemented; and environmental resource habitats are protected including but not limited to existing mangroves.

## TS-11.0 TIMBER

### TS-11.1 General

The CONTRACTOR shall construct the timber components in accordance with the CONTRACT Plans and these Specifications. The CONTRACTOR shall be responsible for the quality of treated wood products. The CONTRACTOR shall store the timber materials in accordance with American Wood Protection Association (AWPA) Standards. When the COUNTY and ENGINEER'S inspections result in product rejection, the CONTRACTOR shall promptly segregate and remove the rejected material from the premises.

### TS-11.2 Submittals

The CONTRACTOR shall submit the inspection report of an independent inspection agency, for approval by the COUNTY and ENGINEER that offered products complying with applicable AWPA Standards. The AWPA Quality mark or equivalent quality mark, on each piece will be accepted, in lieu of inspection reports, as evidence of compliance with applicable AWPA treatment standards.

The CONTRACTOR shall field inspect and submit a verification list to the COUNTY and ENGINEER of each treated timber pile, timber member and each strapped bundle of treated

lumber indicating the wording and lettering of the quality control markings, the species and the condition of the wood. The CONTRACTOR shall not incorporate materials damaged in transport from the manufacturer/supplier to the WORK area.

### TS-11.3 Timber Piles

#### TS-11.3.1 Timber Treatment

The method of treatment for all such timber materials shall be in accordance with American Association of State Highway and Transportation Officials (AASHTO) M133, American Section of the International Association for Testing Materials (ASTM) D25 and D1143, or American Wood Protection Association (AWPA) Standards for Commodity Specification G, Use Category UC5C, with the exceptions and additions as specified herein.

#### TS-11.3.2 Penetration of Treatment Requirements.

- (a) For Structural Timber: The penetration of the treatment shall be in accordance with the applicable AWPA standards, with the exceptions as specified herein.
- (b) For Piles: Any pile which does not show complete sapwood penetration will be rejected or shall be retreated to meet such penetration requirement.
- (c) Retreatment: The necessity for retreatment of structural timber and piles shall be avoided as far as practicable and if it becomes apparent that due measures are not being taken to prevent such necessity, the acceptance of retreated materials may be withdrawn. When retreatment is necessary the maximum limits for temperature of steam or preservative, and for preservative pressure, which apply to the original treatment shall not be exceeded during the retreatment.
- (d) Handling: In handling of piles that have been treated with chromated copper arsenate or ammoniacal copper arsenate, cable slings shall be used. Mechanical grabbers or pointed tools shall not be permitted. Rough or careless handling shall be avoided at all times.
- (e) Identification of Treating Plants: The treating plant shall brand, or place a distinctive permanent mark, on each pile such that the plant responsible for the treatment can be readily determined at any time during the service life.

#### TS-11.3.4 Products

The CONTRACTOR shall provide Douglas Fir or Southern Pine clean-peeled piles. Piles shall be in one piece. Splices will not be permitted. Each treated pile shall be branded by the producer in accordance with AWPA. The piles shall be treated by the full-cell pressure process in accordance with AWPA Standards for Commodity Specification G, Use Category UC5C. Preservative treatment of piles shall be with waterborne preservative CCA in accordance with AWPA with a retention of 2.5 PCF.

### TS-11.3.5 Installation

Piles may be augured, jetted, or driven to achieve the embedment and orientation indicated on the CONTRACT Plans. The CONTRACTOR is responsible for attaining the depth of embedment indicated on the CONTRACT Plans and may need to use multiple methods of installation to successfully install the posts. Not attaining depth of embedment will not be accepted.

### TS-11.3.6 Tolerances

At the cutoff elevation, the piles shall be within 2 inches of the location indicated unless approved by ENGINEER. Manipulation to move the pile into position shall be permitted only within the aforementioned tolerance to return the pile to the design location. However, the piles shall not be manipulated more than 1.5 percent of the exposed length above the existing ground surface. A variation of not more than ¼ inch per foot of pile length from the vertical for plumb piles shall be permitted. The CONTRACTOR shall remove and replace with new piles those damaged, misplaced, installed below the design cutoff, or installed out of alignment, or provide additional piles, installed as directed.

### TS-11.4 Timberwork

#### TS-11.4.1 Delivery and Storage

The CONTRACTOR shall open-stack untreated timber and lumber material on skids at least 12 inches aboveground, in a manner that will prevent warping and allow shedding of water; close-stack treated timber and lumber material in a manner that will prevent long timbers or preframed material from sagging or becoming crooked; keep ground under and within five feet of such timber and lumber free of weeds, rubbish, and combustible materials; protect materials from weather; handle treated timber with ropes or chain slings without dropping, breaking outer fibers, bruising, or penetrating surface with tools; protect timber and hardware from damage; and shall not use cant dogs, peaveys, hooks, or pike poles.

#### TS-11.4.2 Materials

##### TS-11.4.2.1 Lumber and Timbers

The CONTRACTOR shall provide solid sawn lumber and timbers of stress-rated Southern Pine or Fir-Larch, with the following minimum allowable design stresses:

$$F_b = 1,400 \text{ psi}$$

$$F_v = 120 \text{ psi}$$

$$F_t = 1,200 \text{ psi}$$

$$F_c = 400 \text{ psi}$$

Lumber and timber shall be identified by the grade mark of a recognized association or independent inspection agency using the specific grading requirements of an association recognized as covering the species used. The association or independent inspection agency shall be certified by the Board of Review, American Lumber Standards Committee, to grade the species used. The CONTRACTOR shall use commercial grade lumber for secondary members such as decking, joists, and railings. Preservative treatment shall be with waterborne preservative CCA in accordance with AWPAs as follows:

<u>Timbers</u>	<u>Retention (pcf)</u>
Knee and cross braces .....	2.5
Clamps and stringers .....	0.6
Decking and handrails .....	0.4

Each piece of treated timber or lumber shall be branded, by the manufacturer, in accordance with AWWA. The CONTRACTOR shall be responsible for the quality of treated wood products.

#### TS-11.4.2.2 Hardware

The CONTRACTOR shall provide bolts with necessary nuts and washers, timber connectors, drift pins, dowels, nails, screws, spikes, and other fastenings. The bolts and nuts shall conform to ASTM F593. The CONTRACTOR shall provide plate or cut washers where indicated; provide bolts with washers under nut and head; provide timber connectors and other metal fastenings of type and size shown; and provide 304 alloy stainless steel hardware unless specified otherwise on CONTRACT Plans. Decking shall be fastened with 304 alloy stainless steel #10 star or square drive composite deck screws unless specified otherwise on CONTRACT Plans.

#### TS-11.4.3 Construction

The CONTRACTOR shall cut, bevel, and face timbers prior to plant preservative treatment and provide protective equipment for personnel fabricating, field treating, or handling materials treated with creosote or water-borne salts.

##### TS-11.4.3.1 Framing

The CONTRACTOR shall cut and frame lumber and timber so that joints will fit over contact surface, and secure timbers and piles in alignment. Open joints are unacceptable. Shimming is not allowed. The CONTRACTOR shall bore holes for drift pins and dowels with a bit 1/16 inch less in diameter than the pin or dowel, bore holes for truss rods or bolts with a bit 1/16 inch larger in diameter than rod or bolt, bore holes for lag screws in two parts, make lead hole for shank the same diameter as shank, make lead hole for the threaded portion approximately two-thirds of the shank diameter, bore holes in small timbers for bolt or wire spikes with a bit of the same diameter or smallest dimension of the spike to prevent splitting, and counterbore for countersinking wherever smooth faces are specified.

##### TS-11.4.3.2 Bracing

The CONTRACTOR shall align bents before bracing is placed and provide bracing of sufficient length to provide a minimum distance of 8 inches between outside bolt and end of brace. Bracing and girths shall bear firmly against piles or timber to which secured. The CONTRACTOR shall place fillers to avoid bending the bracing more than one inch out of line when bracing bolts or other fastenings are drawn up tight. Built-up fillers will not be permitted. The CONTRACTOR shall make filler a single piece of the same treated lumber as that in the brace, with a width of at least 6 inches and a length of at least 12 inches; bolt ends of bracing through pile, post, or cap with a bolt of at least the indicated diameter; and bolt or spike intermediate intersections as indicated.

#### TS-11.4.3.3 Clamps

The CONTRACTOR shall place clamps on both sides of piles at an elevation that will provide the specified elevation of the deck planks; secure clamps with two through bolts, each pile; and align and treat the ends of the clamps according to these specifications for Field Treatment.

#### TS-11.4.3.4 Stringers

The CONTRACTOR shall place the crown up and, if possible, the better edge of deck stringers down. The tops of stringers shall not vary from a plane more than will permit bearing of the deck on stringers. The CONTRACTOR shall butt-joint and splice stringers to take bearing over full width of clamps at each end; break joints if stringers cover two spans; toenail or drift bolt stringers as indicated. Stringers may be of sufficient length to cover two spans, except on sharp horizontal curves. Between stringers, the CONTRACTOR shall frame and toenail the cross-bridging or solid-bridging at each end with at least two nails for the cross-bridging and four nails for the solid-bridging and make size and spacing of the bridging as indicated.

#### TS-11.4.3.5 Decking

The CONTRACTOR shall make the decking of a single thickness of the plank supported by stringers. Unless otherwise indicated, the CONTRACTOR shall lay the plank with joints spaced with #10 deck screws. The CONTRACTOR shall screw each plank to each joint or nailing strip with at least two screws, provide screws at least 1½ inches greater than the thickness of the plank, place screws at least 1½ inches from edges of the plank, cut ends of planks parallel to center line of deck, and grade planks as to thickness and lay so that adjacent planks vary less than 1/16 inch.

#### TS-11.4.3.6 Fastening

Vertical bolts shall have nuts on the lower end. Where bolts are used to fasten timber to timber, timber to concrete, or timber to steel, the CONTRACTOR shall bolt members together when they are installed and retighten immediately prior to final acceptance. The CONTRACTOR shall provide bolts having sufficient additional threading to provide at least 3/8 inch per foot thickness of timber for future retightening, provide timber connectors of types indicated, install split-ring and shear-plate connectors in pre-cut grooves of the dimensions as recommended by the manufacturer, force toothed-ring and spike-grid connectors and clamping plates into the contact surfaces of timbers joined by means of proper pressure tools, and at the joints, embed connectors of these types simultaneously and uniformly.

### TS-11.5 Field Treatment

#### TS-11.5.1 Timberwork

The CONTRACTOR shall field treat cuts, bevels, notches, refacing and abrasions made in the field in treated piles or timbers in accordance with AWPA; trim cuts and abrasions before field treatment; paint depressions or openings around bolt holes, joints, or gaps including recesses formed by counter boring with preservative treatment used for piles or timber.

## TS-11.5.2 Piles

In accordance with AWWA, immediately after pile tops are cut off, the CONTRACTOR shall protect the pile top with several heavy applications of the same preservative used to treat the pile, or else copper naphthenate solutions containing a minimum of 2 percent copper metal may be used with treated products. The CONTRACTOR shall seal ends with a heavy application of coal-tar pitch or other appropriate sealer. All piles cut off below the deck shall be waterproofed by covering the pile tops with polyethylene sheeting secured with roofing nails.

## 12.0 PAVING

### 12.1 Stabilized Subgrade

The CONTRACTOR shall conduct their work in accordance with the latest version of the FDOT Standard Specification for Roadway and Bridge Construction, Section 160 "Stabilizing", and Section 911 "Limerock Material for Base and Stabilized Base."

The materials to be used for this stabilizing shall be high bearing value soil, sand-clay, ground limestone, crushed limerock, oyster shell, coquina shell, rock screenings or any other material which is suitable for stabilization. Unless shown otherwise on the plans, the material used for stabilized subgrade shall have a minimum Florida Bearing Value (FBV) of 75 or a minimum Limerock Bearing Ratio (LBR) of 40. Lime or other approved material which will reduce plasticity by chemical reaction, may be mixed in with the stabilizing material, or with the mixed stabilized section of the roadbed, where necessary, to reduce the plasticity. Material having a plasticity index of more than 10 or a liquid limit greater than 40 shall not be used. All material used for stabilizing the roadbed shall be able to pass through a 3½-inch ring.

Prior to the beginning of stabilizing operations, the area to be stabilized shall have been constructed to an elevation such that upon completion of stabilizing operations, the completed stabilized subgrade will conform to the lines, grades and cross sections shown on the CONTRACT Plans. Prior to the spreading of any additive stabilizing material, the surface of the roadbed shall be brought to a plane approximately parallel to the plane of the proposed finished surface.

The subgrade to be stabilized may be processed in one course, unless the equipment and methods being used do not provide the required uniformity, particle size limitation, compaction, or other desired results, in which case, the COUNTY will direct that the processing be done in more than one course. The stabilizing material shall be applied in such quantity as is necessary to produce the required bearing value. It shall be incorporated with the subgrade by plowing, discing, harrowing, blading or mixing with rotary tillers until the mixed materials are of a uniform bearing value for the full width and depth of the course before compaction. Regardless of the character or bearing value, all materials in the stabilizing course that will not pass through a 3½-inch ring shall be removed or broken down to a size not larger than 3½-inch. Where the bearing value of the existing subgrade is adequate without addition of stabilizing material, the subgrade shall be scarified, disced, harrowed, bladed, or tilled to assure uniformity and thorough mixing of material to the full width and depth of required stabilization.

Compaction shall be accomplished by rolling with any type of equipment which will produce the required density. Compaction shall continue until the entire depth to be stabilized has a density of not less than 98 percent of the maximum density as determined by modified proctor

test performed in accordance with AASHTO T180. Field Density tests shall be made at intervals not greater than 500 feet for roads or 1000 square yards for parking lots and shall be performed in each course or layer in accordance with AASHTO T-205. Payment for bearing value and density tests (if required) shall be borne by the CONTRACTOR.

## 12.2 Limerock Base Course

The CONTRACTOR shall conduct their work in accordance with the latest version of the FDOT Standard Specification for Roadway and Bridge Construction, Section 200 “Rock Base”, and Section 911 “Limerock Material for Base and Stabilized Base.”

Limerock base course materials shall meet the requirements as outlined in Section 911. The limerock shall be spread uniformly, with equipment acceptable to the COUNTY. All segregated or otherwise unacceptable areas shall be removed and replaced with properly graded rock. After spreading is completed, the entire surface shall be scarified and then shaped so as to produce the required grade, thickness and cross-section after compaction.

The CONTRACTOR shall be responsible for checking the finished grade of the limerock base course prior to paving. If the grade is found to vary by more than 0.1 foot from the design grade, the CONTRACTOR shall correct to within 0.1 foot prior to paving. When the material does not have the proper moisture content to ensure the required density, wetting or drying will be required. Added water shall be uniformly mixed to the full depth of the course which is being compacted. After attaining proper conditions of moisture, the material shall be compacted to a density not less than 98 percent of maximum density as determined by AASHTO T-180 (modified proctor test). A test shall be required every 500 L.F. of road or 1000 S.Y. of parking lot. Payment for density tests shall be borne by the CONTRACTOR. If, in the opinion of the COUNTY, the surface of the base is glazed or cemented to the extent that the prime coat could not penetrate properly, he will direct that the surface be hard-planed with a blade grader and broomed, immediately prior to the application of the prime coat. Hard-planning shall remove only the glazed or cemented surface, leaving a granular or porous condition that will allow free penetration of the prime material.

## 12.3 Prime Coat for Base Courses

The CONTRACTOR shall conduct their work in accordance with the latest version of the FDOT Standard Specification for Roadway and Bridge Construction, Section 300 “Prime and Tack Coats for Base Courses.”

Cut-back asphalts shall meet the requirements of Section 916 and emulsified asphalts shall meet the requirements of Section 916, FDOT, Standard Specifications for Road and Bridge Construction. If cut-back asphalt is used for the prime coat, the cover material shall be either sand or screenings. If emulsified asphalt is used for the prime coat, the cover material shall consist of a sand-bituminous hot mix or screenings. In either case, Section 300 of the FDOT, Standard Specifications for Road and Bridge Construction shall be met.

No bituminous material shall be applied when the temperature of the air is less than 40°F in the shade and falling, or when in the opinion of the COUNTY or ENGINEER, the weather conditions or the condition of the existing surface is unsuitable.

Application of prime coat and tack coat shall be in accordance with Section 300 of FDOT Road and Bridge Standard Specifications, latest edition.

#### 12.4 Asphaltic Concrete Surface Course

The CONTRACTOR shall conduct their work in accordance with the latest version of the FDOT Standard Specification for Roadway and Bridge Construction, Section 334 "Superpave Asphalt Concrete".

The work covered by this Section consists of furnishing labor, equipment, and materials for the installation of asphaltic concrete surface course composed of a mixture of aggregate, mineral filler (if necessary, to produce the desired stability hereinafter described) and asphaltic cement. This shall be properly laid and compacted upon a prepared base in accordance with these Specifications and in conformity with the lines, grades, thickness and typical cross-section shown on the CONTRACT Plans. A manual straightedge shall be available at the job site at all times during the paving operation for checking joints and surface irregularities.

Asphaltic Concrete shall comply with the general construction requirements of FDOT Standard Specification for Roadway and Bridge Construction Section 330 concerning the preparation and transportation of the mixture, and placing, compacting and finishing of the surface course.

Existing pavement shall be milled 1-1/2" prior to resurfacing. The CONTRACTOR may propose the option to do an overlay in lieu of milling subject to review and approval by the COUNTY.

The finish grade of the pavement shall not vary by more than 0.1 foot from the design grade. Variations greater than 0.1 foot may be corrected by the CONTRACTOR at the COUNTY's discretion. Costs incurred correcting finished grades shall be borne by the CONTRACTOR.

#### 12.5 Bituminous Surface Treatment

The CONTRACTOR shall conduct their work in accordance with the latest version of the 2000 FDOT Standard Specification for Roadway and Bridge Construction, Section 310 "Bituminous Surface Treatment", and Section 916 "Bituminous Materials". 2007 FDOT Standard Specification for Roadway and Bridge Construction, Section 901 "Coarse Aggregate", and Section 916 "Bituminous Materials".

### TS-13.0 ENVIRONMENTAL PROTECTION

#### TS-13.1 General

For the purpose of this specification, environmental protection is defined as the retention of the environment in its natural state to the greatest possible extent during project construction and to enhance the natural appearance in its final condition. Environmental protection requires consideration of air, water, and land, and involves noise, solid waste-management as well as other pollutants. In order to prevent any environmental pollution arising from the construction activities in the performance of this CONTRACT, the CONTRACTOR and their SUBCONTRACTORS

shall comply with all applicable Federal, State and local laws and regulations concerning environmental pollution control and abatement.

The Contractor shall implement best management practices for turbidity controls in accordance with the Permits.

#### TS-13.1.1 Subcontractors

Compliance with the provisions of this section by SUBCONTRACTORS will be the responsibility of the CONTRACTOR.

#### TS-13.1.2 Landscape Protection

The environmental resources within the project boundaries and those affected outside the limits of permanent WORK under this CONTRACT shall be protected during the entire period of this CONTRACT. The CONTRACTOR shall confine their activities to areas defined by the CONTRACT plans and specifications.

Prior to the beginning of any construction, the CONTRACTOR shall identify all land resources to be preserved within the CONTRACTOR's WORK area. The CONTRACTOR shall not remove, cut, deface, injure, or destroy land resources, including trees, shrubs, vines, grasses, topsoil, and landforms without special permission from the COUNTY and ENGINEER. Vegetation damaged beyond restoration shall be removed and disposed of by the CONTRACTOR in a manner approved by the COUNTY and ENGINEER. Vegetation or trees that are to be removed because of damage shall be replaced at the CONTRACTOR's expense by nursery-grown plants or trees of the same species or a species approved by the COUNTY and ENGINEER. The size and quality of nursery-grown plants or trees shall also be approved by the COUNTY and ENGINEER. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized. Where such special emergency use is permitted, the CONTRACTOR shall provide effective protection for land and vegetation resources at all times.

Prior to any construction the CONTRACTOR shall mark the areas that are not required to accomplish all WORK to be performed under this CONTRACT. Isolated areas within the general WORK area which are to be saved and protected shall also be marked or fenced. The CONTRACTOR shall protect from damage all existing vegetation designated to remain and protect roots from noxious materials in solution caused by run-off or spillage. No materials, trailers, or equipment shall be stored within the drip line of any protected tree. Monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, the markers shall be visible. The CONTRACTOR shall convey to their personnel the purpose of marking and/or protection of all necessary objects.

Trees and their roots, shrubs, vines, grasses, landforms, and other landscape features indicated and defined on the CONTRACT plans to be preserved shall be clearly identified and protected by fencing or any other approved techniques. The CONTRACTOR shall place tree protection fencing before excavation or grading is begun and maintain in place until construction is complete; remove branches of protected trees, if required, to clear for construction and extend pruning operation to restore the natural shape of the entire tree; cut branches or roots, if required, with sharp pruning instruments, (do not break or chop); and repair any damage to tree crowns or roots promptly after damage occurs.

### TS-13.1.3 Location of Storage Facilities

The CONTRACTOR's storage areas required in the performance of the WORK shall be located upon existing cleared portions of the job site or areas to be cleared and shall require written approval of the COUNTY and ENGINEER. The CONTRACTOR shall not store oil or fuel on-site, or equipment that is not required for the daily construction activities. A metal pan with sides a minimum of four (4) inches high shall be placed under the equipment or adjacent area during refueling. The pan shall have a capacity equal to the capacity of the gas cans used and catch any spills or leaks during the refueling activity. Fuel caught in the pan shall be contained and either transported off-site or used in the equipment. Under no condition shall the material be discharged on-site or into adjacent waters.

### TS-13.1.4 Post-Construction Cleanup or Obliteration

The CONTRACTOR shall obliterate all signs of construction WORK areas, waste materials, or any other vestiges of construction as directed by COUNTY and ENGINEER. The area will be restored to near natural conditions.

### TS-13.1.5 Spillage

Special measures shall be taken to prevent chemicals, fuels, oils, greases, bituminous materials, waste washing, herbicides and insecticides, and concrete drainage from entering public waters.

### TS-13.1.6 Disposal

Disposal of any materials, wastes, effluent, trash, garbage, oil, grease, chemicals, etc., in areas adjacent to streams or other waters of the State shall not be permitted. If any waste material is dumped in unauthorized areas, the CONTRACTOR shall remove the material and restore the area to the original condition before being disturbed. If necessary, contaminated ground shall be excavated, disposed of as directed by the COUNTY, and replaced with suitable fill material, compacted and finished with topsoil and planted as required to re-establish vegetation.

END OF EXHIBIT 1

**EXHIBIT 2, MINIMUM QUALIFICATIONS  
ITQ No. 21-R076571JH**

Bidders must submit the information and documentation requested that confirms Bidder meets the following minimum qualification requirement(s):

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

**No documentation is required. The County will verify registration.**

2. Bidder, or its representative(s), has attended the Mandatory site visit at 11700 Manatee Avenue West, Bradenton, Florida 34209.

**No documentation is required, the County will verify attendance from the meeting sign-in sheet.**

3. Bidder must possess a current, valid General Contractors License or a Marine Specialty Contractors License issued by the Florida Department of Business and Professional Regulation.

**Provide a copy of Bidder's General Contractors License or Marine Specialty Contractors License issued by the Florida Department of Business and Professional Regulation.**

4. The Bidder has provided Connector Trail Bridges for at least three (3) client references since April 1, 2016 each of which included the following component: Connector Trail bridges.

**Provide the following information for the three (3) qualifying client references.**

- a) Name of client
- b) Location (City/State)
- c) Client contact name
- d) Contact phone
- e) Contact email
- f) Service dates (Start/End)
- g) Components

**No documentation is required. The County will verify**

5. Bidder has not been convicted of a public entity crime per Section 287.133, Florida Statutes or environmental law in the past five years.

**Bidder must complete Attachment C and submit with its Quote attesting that it has not been convicted of a public entity crime or environmental law in the past five years. The County will verify.**

6. Bidder is not on the Federal Convicted Vendor or Excluded Parties list (SAM/EPLS).

**No documentation is required. The County will verify.**

7. Bidder is not on the Florida Department of Transportation Contractor Suspended List.

**No documentation is required. The County will verify.**

8. Bidder is not on the Florida Department of Management Services Suspended, Debarred, Convicted Vendor List.

**No documentation is required. The County will verify**

9. If Bidder is submitting as a joint venture must file the required documents with the Florida Department of Business and Professional Regulation as required by Florida Statute Section 489.119, prior to the Due Date and Time.

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

10. Bidder has no reported conflict of interests in relation to this ITQ.

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

END OF EXHIBIT 2

**EXHIBIT 3, SPECIAL PROVISIONS  
ITQ No. 21-R076571JH**

**CONNECTOR TRAIL BRIDGES  
SPECIAL PROVISIONS**

**SP-1.0 LAYOUT OF WORK**

The ENGINEER shall provide a onetime construction stake-out for the bridges. The ENGINEER shall set three temporary benchmarks concurrent with the stake-out. The CONTRACTOR shall be responsible for all measurements that may be required for the execution of the WORK to the location and limit marks prescribed in the specifications or on the CONTRACT Plans, subject to such modifications as the COUNTY or ENGINEER may require to meet changed conditions or as a result of necessary modifications to the CONTRACT WORK.

The CONTRACTOR shall furnish, at their own expense, such stakes, templates, platforms, equipment, tools and material, and all labor as may be required to maintain the ENGINEER's layout of the WORK from the control data. It shall be the responsibility of the CONTRACTOR to maintain and preserve all stakes and other marks established by the ENGINEER until authorized to remove them, and if such marks are destroyed by the CONTRACTOR or through their negligence, prior to their authorized removal, they may be replaced by the COUNTY and ENGINEER, at their discretion, and the expense of replacement and re-staking will be deducted from any amounts due or to become due the CONTRACTOR. The COUNTY or ENGINEER may require that WORK be suspended at any time when the location and limit marks established by the CONTRACTOR are not reasonably adequate to permit checking of the WORK. If the CONTRACTOR fails to maintain the stakes, re-staking of the Work shall be at the expense of the CONTRACTOR, at a cost of \$1,500 per re-stake.

**SP-2.0 CONTRACTOR'S RESPONSIBILITY AND WEEKLY REPORTS**

The CONTRACTOR's resident superintendent, in addition to their responsibilities as set forth in the General Provisions, shall provide to the COUNTY, on a WEEKLY basis, "Weekly Construction" Quality Control Reports. These reports shall be completed and submitted to the COUNTY by 1:00 p.m. on the Monday after the WORK covered by the report.

The CONTRACTOR shall attend a monthly construction meeting with the COUNTY and ENGINEER to be held at the WORK area.

The CONTRACTOR shall furnish to the COUNTY within five (5) calendar days after receiving the "Notice to Proceed" a quality control plan outlining the procedures, instructions and reports that will be used. This document shall include, at a minimum, the following:

- (a) Structure of the quality control organization.
- (b) Number and qualifications of the responsible personnel.
- (c) Methods and documentation to assure quality control.
- (d) Health and Safety Plan and daily inspection procedures.
- (e) Copy of daily quality control report forms and inspection documents that will be submitted to the COUNTY weekly.

(f) Storm Emergency Plan

No WORK shall commence until the CONTRACTOR's quality control program is approved by the COUNTY. If, during the WORK process the quality control system is deemed by the COUNTY to be inadequate, the COUNTY may require corrective actions to rectify said deficiencies. The CONTRACTOR's quality control program shall be part of control supervision as field overhead costs and shall not be allowed to be submitted for separate payment.

The COUNTY may have a representative on site at different times to observe operations of CONTRACTOR. The presence of the COUNTY or their designated representative shall not relieve the CONTRACTOR of responsibility for the proper execution of the WORK in accordance with the specifications and permits applicable to the WORK.

SP-3.0 HEALTH AND SAFETY PLAN

The CONTRACTOR shall develop and maintain a written Health and Safety Plan which allows the WORK to be performed in compliance with all applicable laws, ordinances, rules, and regulations of any government agency having jurisdiction over the safety of personnel or property. This includes maintaining compliance with the Code of Federal Regulations, Title 29, Occupational Safety and Health Administration, all applicable Health and Safety Provisions of the State of Florida, and all applicable Health and Safety Provisions of EM 385-1-1 (2003) U.S. Army Corps of Engineers Safety and Health Requirements Manual.

The CONTRACTOR shall conduct a daily inspection program to assure that the requirements of the Health and Safety Plan are being fulfilled. Inspections shall include the nature of deficiencies observed, corrective action taken or to be taken, location of inspection, date, and signature of the person responsible for its contents. The results of the inspections shall be recorded on Daily Reports and kept at the WORK Area at all times. The COUNTY and ENGINEER are not responsible for the adequacy of the CONTRACTOR's Health and Safety Plan.

SP-4.0 PERMITS

The CONTRACTOR is responsible for applying for and receiving other local permits that may be required or necessary for all WORK on the project. The project is exempt from state and federal environmental permitting. The CONTRACTOR shall keep at the WORK Area all of the permits or copies thereof, complete with all conditions, attachments, CONTRACT Plans and Specifications, modifications, and time extensions.

The CONTRACTOR shall immediately notify the COUNTY in writing of any observed non-compliance with Federal, State or local laws or regulations. The CONTRACTOR shall, after such notice, immediately inform the COUNTY of proposed corrective action and take such action as may be approved. If the CONTRACTOR fails or refuses to comply promptly, the COUNTY may notify appropriate permit agencies and issue an order stopping all or part of the WORK until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for excess costs or damages by the CONTRACTOR. Any costs incurred by the COUNTY as a result of such actions may be deducted from the CONTRACT

amount due the CONTRACTOR.

The CONTRACTOR agrees to allow authorized agency personnel with proper identification and at reasonable times, access to the WORK Area for the purpose of ascertaining compliance with the terms of the permits and to have access to copies of any records that must be kept under conditions of the permits; to inspect the facility, equipment, practices, or operations regulated or required under the permits; and to sample or monitor any substances or parameters at any location reasonably necessary to assure compliance with the permits. Reasonable time may depend on the nature of the concern being investigated.

#### SP-5.0 ACCESS TO THE WORK

The CONTRACTOR shall provide access for the COUNTY and their representatives access to the WORK for the purpose of observing construction activities and environmental monitoring.

#### SP-6.0 PHYSICAL DATA

##### SP-6.1 Location

The project site within Perico Bayou, in Manatee County, Florida. The climate of the area is essentially subtropical. Temperatures below freezing are rare. The wet season in the project area is from May through October. The hurricane season is from June through November. Water levels in the project area are controlled by the locks to the east and west.

##### SP-6.2 Local Climatological Data

The following publications, which include information on waves, winds, and tides, are available from the named agencies.

(a) Gulf of Mexico Hindcast Wave Information, Wave Information Studies of U.S. Coastlines, WIS Report, Waterways Experiment Station, C.E.R.C. May 1989. This report presents 20-year wave hindcast summaries at various stations located along the U.S. Gulf of Mexico shoreline. The report includes wave height, period, and direction tables for the 20-year period 1956-1975, summary wave and wind roses, summary tables of mean wave heights by month and year, largest wave heights by month and year, a statistical summary of wave data, and a table of extreme wave events.

(b) East Coast of North and South America Tide Tables, U.S. Department of Commerce, National Oceanic and Atmospheric Administration, National Ocean Service. This publication provides daily tidal predictions at locations along the Atlantic and gulf coastlines of North and South America, including several locations on the Lee County shoreline. It also provides mean and spring tide ranges and mean tide level. Some astronomical data such as time of sunrise, sunset, moonrise, and moonset is also included.

(c) Hubertz, J.M., 1992: User's Guide to the Wave Information Studies (WIS) Wave Model, Version 2.0. WIS Report 27(AD A254 313), U.S. Army COUNTY Waterways Experiment Station,

Vicksburg, MS.

(d) Tracy, B. A. 2002: Directional characteristics of the 1990-1999 Wave Information Studies Gulf of Mexico Hindcast, Proceedings 7th International Workshop on Wave Hindcasting and Forecasting, October 21-25, Banff, Canada.

#### SP-7.0 OWNER AND ENGINEER'S APPROVAL OF WORK

By approving any payment, the COUNTY and ENGINEER shall not thereby be deemed to have represented that they made exhaustive or continuous on-site inspection to check the quality or the quantity of the WORK, or that they have reviewed the means, methods and techniques, sequences, and procedures of construction, or that they have made any examination to ascertain how or for what purpose the CONTRACTOR has used the money paid or to be paid to them on account of the Agreement price. The COUNTY and ENGINEER may have a representative on site at different times to observe operations of CONTRACTOR. The presence of the COUNTY and ENGINEER or its designated representative(s) shall not relieve the CONTRACTOR of responsibility for the proper execution of the WORK in accordance with the specifications or permits applicable to the WORK. In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of COUNTY shall be final and binding on all parties.

#### SP-8.0 HISTORIC AND ARCHEOLOGICAL RESOURCES

If, during the WORK, there are archeological/cultural materials unearthed (which shall include but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tool or metal implements, dugout canoes, arrow heads, or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the CONTRACTOR shall immediately stop all WORK in the vicinity and notify the State Archaeologist, USACE Regulatory Project Manager in Tampa, FDEP ERP Compliance Officer in Temple Terrace, and COUNTY to assess the significance of the discovery and devise appropriate actions, including salvage operations. If human remains are identified, they will be treated in accordance with Section 872, F.S. All WORK in the vicinity shall immediately cease, the CONTRACTOR shall notify the State Archaeologist, USACE Regulatory Project Manager in Tampa, FDEP ERP Compliance Officer in Temple Terrace, and COUNTY immediately and stop WORK until directed to restart. The WORK shall not resume without verbal and/or written authorization from the State Archaeologist or the USACE.

#### SP-9.0 SALVAGED EQUIPMENT AND MATERIALS

Salvaged materials, equipment or supplies are the property of the COUNTY, and shall be cleaned and stored as directed by the COUNTY. Should the COUNTY choose not to accept these materials, they shall be removed from the WORK Area as soon as practical by the CONTRACTOR. The CONTRACTOR shall dispose of surplus materials, which are not accepted by the COUNTY, in accordance with State and local laws in a legal manner at no additional cost to the COUNTY.

#### SP-10.0 PRIVATE PROPERTY

The CONTRACTOR shall not occupy private land outside of any easements or rights of way unless the CONTRACTOR obtains expressed consent by the property owner. In the event that the CONTRACTOR uses private property for any purpose without first having obtained the necessary approvals from the property owner or provided the necessary agreement(s) to the COUNTY, the COUNTY will direct the CONTRACTOR in writing to immediately cease using such property. The COUNTY reserves the right to require that any agreement between the CONTRACTOR and the property owner for the use of private lands be furnished in writing.

At a minimum, the written agreement should contain the lot legal description and street address and the names, addresses, and telephone numbers for both the legal lot owner and the CONTRACTOR. The written agreement must also provide times for completion, erosion control measures, and how the CONTRACTOR will completely restore to the owner's satisfaction and how the owner will approve of the WORK. This written agreement shall be submitted to and approved by the COUNTY prior to construction.

The CONTRACTOR shall restore all damages to surface and underground facilities resulting from its construction operations to a condition equal to, or better than, the original condition. Prior to application for final payment, the CONTRACTOR shall provide documentation from the property owner of each piece of private property that was utilized by the CONTRACTOR, stating that each property owner is satisfied with the manner in which the CONTRACTOR has restored the property. Final payment or reduction in retainage shall not be paid until such documentation is received by the COUNTY.

#### SP-11.0 DIFFERING SITE CONDITIONS

The CONTRACTOR shall promptly, and before the conditions are disturbed, give written notice to the COUNTY and ENGINEER of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this CONTRACT, or (2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT.

The COUNTY and ENGINEER shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the CONTRACTOR's cost of, or the time required for, performing any part of the WORK under this CONTRACT, whether or not changed as a result of the conditions, an equitable adjustment of CONTRACT price or CONTRACT time or both may be made under this clause and the CONTRACT modified in writing accordingly. Under no circumstances, however, shall an adjustment in CONTRACT price be made for delay caused by materially differing or unknown site conditions.

No request by the CONTRACTOR for an equitable adjustment to the CONTRACT under this clause shall be allowed, unless the CONTRACTOR has given the written notice required. No request by the CONTRACTOR for an equitable adjustment to the CONTRACT for differing site conditions shall be allowed if made after final payment under this CONTRACT.

Should differing subsurface or physical condition be encountered, the CONTRACTOR will move to an alternate WORK area within the limits of the Project to continue the WORK. This discovery does not allow the CONTRACTOR to suspend WORK or may not justify an extension of CONTRACT Time. The CONTRACTOR is required to pursue the WORK in a continuous manner and is advised of the CONTRACT Time within the CONTRACT documents.

**EXHIBIT 4- QUOTE FORM**

**ITQ No. 21-R076571**

**Perico and Robinson Preserve Connector Trail Bridges**

1.) MOBILIZATION AND DEMOBILIZATION					
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	MOBILIZATION AND DEMOBILIZATION	1	L.S.		
				<b>SUBTOTAL:</b>	

2.) BID OPTION A - SYNTHETIC LUMBER & 316 S.S FASTNERS					
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
2A	BRIDGE 1	1	L.S.		
2B	BRIDGE 2 AND PRIVACY SCREEN	1	L.S.		
2C	BRIDGE 3	1	L.S.		
				<b>BID A SUBTOTAL:</b>	
<b>CONTINGENCY (MOBILIZATION &amp; SUBTOTAL-USED ONLY WITH COUNTY APPROVAL)</b>				<b>10%</b>	
				<b>BID A TOTAL WITH CONTINGENCY</b>	

3.) BID OPTION B - P.T. LUMBER & 304 S.S. FASTNERS					
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
3A	BRIDGE 1	1	L.S.		
3B	BRIDGE 2 AND PRIVACY SCREEN	1	L.S.		
3C	BRIDGE 3	1	L.S.		
				<b>BID B SUBTOTAL:</b>	
<b>CONTINGENCY (MOBILIZATION &amp; SUBTOTAL-USED ONLY WITH COUNTY APPROVAL)</b>				<b>10%</b>	
				<b>BID B TOTAL WITH CONTINGENCY</b>	

**EXHIBIT 5, PLAN SET / DRAWINGS**

**NOTE – This attachment is uploaded as a separate document on the Procurement page of the County website with the solicitation document and available for download.**

## **ATTACHMENTS**

Bidder must complete and return all Attachments with its Quote

**ATTACHMENT A, ACKNOWLEDGMENT OF ADDENDA  
ITQ NO. 21-R076571JH**

The undersigned acknowledges receipt of the following addenda:

Addendum No. _____	Date Received:

Print or type Bidder's information below:

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

**ATTACHMENT B, BID SIGNATURE FORM**

**ITQ NO. 21-R076571JH**

The undersigned represents that:

- (1) By signing the bid, that he/she has the authority and approval of the legal entity purporting to submit the bid and any additional documentation which may be required such as the Joint Venture Agreement or Joint Venture Affidavit, if applicable;
- (2) All facts and responses set forth in the bid are true and correct;
- (3) By submitting a bid and signing below, the Bidder agrees to all terms and conditions in this ITQ, which incorporates all addenda, appendices, exhibits, and attachments, in its entirety, and is prepared to sign the Contract as written. The Respondent understands that if it submits exceptions to the Contract in its Response, the Respondent's Response may be determined non-responsive; and
- (4) The Bidder, which includes all companies included in a partnership or joint venture, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

**Print or type Bidder's information below:**

Signature of Authorized Official / Date: \_\_\_\_\_

Printed Name of Authorized Signer: \_\_\_\_\_

Title of Authorized Signer: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

Website URL: \_\_\_\_\_

Bidder must fully execute and return this form with its Bid.

**ATTACHMENT C, PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES  
CERTIFICATION**

**ITQ NO. 21-R076571JH**

SWORN STATEMENT PURSUANT TO SECTION 2-26 ARTICLE V, MANATEE COUNTY  
PROCUREMENT 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 Manatee County by \_\_\_\_\_  
[print individual's name and title]

For \_\_\_\_\_  
[name of entity submitting sworn statement]

whose business address is: \_\_\_\_\_  
and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_.

(If the entity has no FEIN, include the Social Security Number of the individual signing this  
sworn statement):

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

(1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee  
County, the State of Florida, or any other public entity, including, but not limited to the  
Government of the United States, any state, or any local government authority in the United  
States, in that officer's or employee's official capacity; or

(2) been convicted of an agreement or collusion among 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 amount family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

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

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

\_\_\_\_\_  
[Signature of Bidder's Authorized Official]

STATE OF \_\_\_\_\_

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

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

By \_\_\_\_\_ who is

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.

**ATTACHMENT D, INSURANCE STATEMENT**

**ITQ NO. 21-R076571JH**

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

Bidder Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature (Authorized Official):

\_\_\_\_\_

Printed Name/Title:

\_\_\_\_\_

Insurance Agency:

\_\_\_\_\_

Agent Name: \_\_\_\_\_ Agent Phone: \_\_\_\_\_

***Return this signed statement with your Quote.***

**Exhibit/Attachment No. \_\_\_ AFFIDAVIT OF NO CONFLICT**

STATE OF \_\_\_\_\_

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

BEFORE ME, the undersigned authority, this day personally appeared

\_\_\_\_\_ [Insert Name], as  
\_\_\_\_\_ [Insert Title] of  
\_\_\_\_\_ [Insert Company Name],

with full authority to bind, (hereinafter referred to as Company) who being first duly sworn,  
deposes and says that Company:

- (a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require Company to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and
- (b) Has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and
- (c) Has provided full disclosure of prior work history and qualifications that may be deemed to raise a possible question of conflict(s).

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

The foregoing instrument was sworn to and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_. He / she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida at Large

Commission No. \_\_\_\_\_

**ATTACHMENT F, DRUG FREE WORK-PLACE CERTIFICATION  
ITQ No. 21-R076571JH**

**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;
  - (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 subsection 3-101(7)(B); 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 subsection 3-101(7)(B).

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

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

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