

INVITATION TO QUOTE
No. 24-R085234AF
REMOVAL AND INSTALLATION
OF CHANNEL MARKERS
AUGUST 14, 2024

Manatee County BCC
Procurement Division
1112 Manatee Avenue West, 7th Floor, Suite 705
Bradenton, FL 34205
purchasing@mymanatee.org



**ADVERTISEMENT
INVITATION TO QUOTE No. 30-5324-R085234AF
REMOVAL AND INSTALLATION OF CHANNEL MARKERS**

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 removal and installation of channel markers, as specified in this Invitation to Quote (ITQ).

DATE, TIME AND PLACE DUE:

The Due Date and Time for submission of Quotes in response to this ITQ is **September 10, 2024, at 3:00 P.M. ET.** Quotes must be delivered to the following location: Manatee County Administration Building, Procurement Division, 1112 Manatee Avenue West, 7th Floor, Suite 705, Bradenton, FL 34205 or emailed to Designated Procurement Contact shown below.

SOLICITATION INFORMATION CONFERENCE:

There will not be an Information Conference conducted for this solicitation.

DEADLINE FOR QUESTIONS AND CLARIFICATION REQUESTS:

The deadline to submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this ITQ to the Manatee County Procurement Division by **August 27, 2024 at 3:00 P.M. ET.** 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:

Ashley Forrest, Procurement Agent III
(941) 749-3044, Fax (941) 749-3034
Email: ashley.forrest@mymanatee.org
Manatee County Financial Management Department
Procurement Division

AUTHORIZED FOR RELEASE:

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1.0 BACKGROUND AND CONTACT INFORMATION

The County issues this ITQ for Removal and Installation of Channel Markers. 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

Manatee County Parks and Natural Resources Department is seeking a licensed General Contractor or a Marine Specialty Contractor experienced in removing and installing channel markers. Tasks will include removing Palma Sola Bay Yacht Club channel markers and installation of new channel markers in the channel leading from Palma Sola Causeway to the Intracoastal Waterway.

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

3.0 SCOPE

The successful Bidder shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide removal and installation of channel markers that meets the requirements of the County and as specified in Exhibit 1, Scope of Work.

4.0 ITQ SCHEDULE

<u>Scheduled Item</u>	<u>Scheduled Date</u>
Question and Clarification Deadline	August 27, 2024 at 3:00 P.M. ET
Offer Response Due Date and Time	September 10, 2024 at 3:00 P.M. ET
Projected Award	September 2024

5.0 QUOTE AND SUBMISSION PROCESS

5.01 Quote

Complete the Quote Form that details all costs associated with providing removal and installation of channel markers 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 ashley.forrest@mymanatee.org or deliver to the Manatee County Administration Building, Procurement Division, 1112 Manatee Avenue West, 7th Floor, Suite 705, Bradenton, FL 34205.

6.0 TERM/PAYMENT AND INVOICES

6.01 Term

The term of the agreement shall be for a period of three (3) years with the option to renew for an additional two (2) one-year terms.

6.02 Terms and Conditions

An Agreement 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 Agreement terms and conditions, the terms and conditions in the Agreement 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 an Agreement. 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 an Agreement to another Bidder if the Successful Bidder does not agree to the terms and conditions of this Agreement or if the Successful Bidder's performance does not meet the requirements in this ITQ; and to award an Agreement 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 Agreement.

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. 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. Bidder must complete and return Attachment E, Drug-Free Workplace Certification, with its 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)
- 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.

8.09 Disclosure

Upon receipt, all inquiries and responses to inquiries related to this ITQ 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, LACY.PRITCHARD@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 ITQ 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 ITQ 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 <An Agreement/A 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 <An Agreement/A Purchase Order>. This requirement ends upon final execution of the <An Agreement/A 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 (HIPPA)

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 ePayables 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. Bidders who are interested in this program may contact the County Clerk's Accounts Payable office.

9.0 INSURANCES

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
- \$1,000,000 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
- \$100,000 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

BOND REQUIREMENTS

Bid Bond

A Bid Bond in the amount of \$_____ or 5% 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 5% 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.

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]

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

- A. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, 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.
- B. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance. In addition, when requested in writing from

the COUNTY, 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

- C. The project's solicitation number and title shall be listed on each certificate.
- D. 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.
- E. 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.
- F. 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.
- G. The SUPPLIER has sole responsibility for all insurance premiums and policy deductibles.
- H. 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.
- I. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review the SUPPLIER'S deductible or self-insured retention and to require that it be reduced or eliminated.
- J. 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.

- K. 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.
- L. No award shall be made until the Procurement Division has received the Certificate of Insurance in accordance with this section.

[Remainder of page intentionally left blank]

ATTACHMENTS

Bidder must complete and return all Attachments with its Quote.

**ATTACHMENT A, ACKNOWLEDGMENT OF ADDENDA
ITQ No. 24-R085234AF**

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

Return this completed document with your bid.

**ATTACHMENT B, BIDDER'S SIGNATURE FORM
ITQ No. 24-R085234AF**

The undersigned represents that:

- 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;
- All facts and responses set forth in the bid are true and correct;
- 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
- 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: _____

Company Name: _____

FEIN Number: _____

Street Address: _____

City, State, Zip: _____

Email Address: _____

Telephone: _____

Return this completed document with your bid.

1. Bidding as:

individual partnership corporation joint venture

2. If a partnership, list names and addresses of partners; if a corporation, list names of officers, directors, shareholders, and state of incorporation:

3. Has Bidder had any bankruptcy filings in the past five years? _____

4. Has Bidder been a party to any litigation in the past five years that would affect its ability to provide the goods or services required? If yes, provide summary details. If no, provide a statement to that effect.

5. Has Bidder had a contract terminated prior to the expiration in the past five years? If so, state why, when, where, and provide a contact name, address, phone number.

6. Does Bidder plan to subcontract any part of the work? If so, describe which portion(s) and to whom.

7. What major equipment does Bidder own to accomplish the work? (A listing may be attached)

Return this completed document with your bid.

**ATTACHMENT C, PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES
CERTIFICATION
ITQ No. 24-R085234AF**

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.

Return this completed document with your bid.

**ATTACHMENT D, INSURANCE STATEMENT
ITQ No. 24-R085234AF**

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 completed document with your bid.

**ATTACHMENT E, DRUG-FREE WORKPLACE CERTIFICATION
ITQ No. 24-R085234AF**

**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 workplace 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 workplace 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 workplace;
- (ii) the person's or entity's policy of maintaining a drug free environment at all its workplaces, 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 workplaces a written statement of its policy containing the foregoing elements (i) through (iv).

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

- (i) abide by the terms of the statement; and
- (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace 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 workplace 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 workplace as to indicate that such person or entity has failed to make a good faith effort to provide a drug free workplace 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.

Return this completed document with your bid.

**ATTACHMENT F, CONFLICT OF INTEREST AFFIDAVIT
ITQ No. 24-R085234AF**

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, this day personally appeared [INSERT NAME] _____
_____, as [INSERT TITLE] _____ of [INSERT
CONTRACTOR/CONSULTANT NAME] _____, with full authority to bind
(hereinafter "CONTRACTOR/CONSULTANT"), who being first duly sworn, deposes and says that
CONTRACTOR/CONSULTANT:

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

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

DATED this _____ day of _____, 20_____.

CONTRACTOR/CONSULTANT Signature

The foregoing instrument was sworn to and acknowledged before me this _____ day of _____
_____, 20____, by [NAME]_____, as [TITLE] _____
_____ of [CONTRACTOR/CONSULTANT]_____.

He/She is personally known to me or has produced _____
[TYPE OF IDENTIFICATION] as identification.

Notary Signature
Commission No. _____

Return this completed document with your bid.

**ATTACHMENT G
 BID FORM
 ITQ NO. 24-R085234AF**

DESCRIPTION	EST. QUANTITY	UNIT PRICE	EXTENDED COST
Removal of existing channel markers	37	\$	\$
Materials and installation of new channel markers	46	\$	\$
TOTAL FOR AWARD PURPOSES ONLY (Items # 1 and 2)			\$

NOTE	Bidder must provide pricing for all Item #'s (1 through 2), to be deemed responsive.
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EXHIBIT 1, SCOPE OF SERVICE

ITQ No. 24-R085234AF

1.01 BACKGROUND INFORMATION

Palma Sola Bay Yacht Club (PSBYC) owns and maintains a system of channel markers in the channel leading from Palma Sola Causeway to the Intracoastal Waterway. The channel markers owned by PSBYC require removal and replacement. Manatee County will fund the removal of the PSBYC channel markers and the installation of new County maintained channel markers. This includes removal of any channel markers below the waterline. The PSBYC has agreed to assist the Contractor with locating the channel markers and to hold the County and its Contractor harmless from any claims related to missed channel markers.

The map in Figure 2 depicts the originally permitted U.S. Coast Guard (USCG) aids to navigation (ATON), referred to herein as Channel Markers. This map was prepared using latitude and longitude coordinates from the USCG Light List to assist in locating the original channel markers for removal. Figure 3 provides a map created by County staff on October 19, 2023, which shows the existing channel markers that the Contractor will be required to remove under this Scope of Service. Figure 4 depicts the USCG channel markers that are permitted to be replaced with new County-owned and maintained markers.

1.02 SCOPE

Successful Bidder (hereinafter in this Scope referred to as Contractor) shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide channel marker removal and installation services that will meet the requirements of the Agreement.

The County reserves the right to add or remove services and locations on an as needed basis.

Permits have been obtained from the following:

- USCG, Permit #CG-2554 PA 23-020, Expires October 4, 2024
- U.S. Army Corps of Engineers (USACE), SPGP VI approved, Expires July 27, 2027, and
- FL Department of Environmental Protection (FDEP) File No. 41-0352494-002-EE, Expires June 9, 2027.

1.03 GENERAL REQUIREMENTS

The Contractor will be responsible for the following:

- A. Entering into PSBYC Indemnification Agreement (Appendix A) to allow for the removal of all PSBYC's channel markers and to hold the Contractor harmless in relation to the removal work.
- B. Furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to remove remaining pilings as shown on Figure 2, USCG Light List Location Map and the PSBYC channel markers identified in Figure 3, Existing

Channel Markers.

- C. Furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to install new, permitted County-owned and maintained channel markers per Figure 4, Channel Markers Permitted to Install.
- D. Work with the PSBYC representative to remove all existing PSBYC-owned channel markers within Figure 1 including hardware, reflective materials, and pilings and verify that all missing channel markers are completely removed, including markers that may be underwater.
- E. Properly dispose of all materials and recycle where appropriate.
- F. Install forty-six (46) new ten-inch (10") diameter pilings with County provided red/green day-markers (2 day-markers per piling), pile caps, reflective tape and pile wraps as per the specifications outlined in Appendix C, Manatee County Standard Technical Specifications and Guidelines for the Installation, Repair, and Removal of Marine Signage and Related Services and the permit requirements.
- G. Channel marker sign specifications are as follows:
 - Green day-markers: 24" x 24" square
 - Red day-markers: 36" isosceles triangle
- H. Day-markers shall be installed on the pilings facing primarily east and west corresponding to vessel visibility entering and exiting the channel.
- I. Provide and install new crossbeam lumber and hardware.
- J. An isolator must be placed between the aluminum sign and Crossman timber.
- K. Complete installation of all forty-six (46) channel markers using new ten-inch (10") diameter pilings embedded a minimum of ten-feet (10') into the substrate. Depths at each location can be determined using Appendix B, Bathymetric Survey. Contractor shall verify depths on the Bathymetric Survey to ensure correct piling lengths are ordered.
- L. A pre-construction meeting is required prior to any work being conducted.

1.04 SERVICE REQUIREMENTS

Contractor shall provide the following elements:

- A. Supply deliveries, deployments, material staging, and removals may occur from the Palma Sola Boat Ramp located at 9100 Manatee Avenue West.
- B. All service personnel shall be uniformed (with the Contractor's name on the uniform) and qualified to perform the Services as listed herein.
- C. Shall maintain protection of all supplies from damage and shall protect all property (public and private) from loss arising in connection with the work, including the public boat ramp facility.
- D. Minimize traffic disruptions and public inconvenience near the work area and boat ramp, while ensuring the safety of people and property.
- E. No street shall be closed to the public without prior approval from the County.
- F. Fire hydrants must be kept accessible.

- G. All services and deliveries must be performed during daylight hours.
- H. Weekend work requires prior written approval from the County's Project Manager.
- I. All work shall be conducted in accordance with federal and state permit requirements.
- J. Submit daily construction, installation reports, and invoicing to the County's Project Manager.
- K. Maintain all required licenses and certifications for the duration of the project.
- M. Perform these services in accordance with Appendix C, Manatee County Standard Technical Specifications and Guidelines for the Installation, Repair, and Removal of Marine Signage and Related Services and the permit requirements.
- L. Be responsible for timely delivery of services.
- M. Ensure high quality of work.
- N. A pre-project meeting is required prior to any work being conducted.

1.05 TECHNICAL REQUIREMENTS

Contractor's equipment, products, and services shall meet the technical specifications outlined in Appendix C, Manatee County Standard Technical Specifications and Guidelines for the Installation, Repair, and Removal of Marine Signage and Related Services and the permit requirements.

1.06 COUNTY RESPONSIBILITIES

- A. County shall provide coordinates for USCG Light List channel markers to be removed.
- B. County shall provide coordinates for existing channel markers.
- C. County shall provide coordinates for the forty-six (46) permitted navigational markers to be installed (Figure 5).
- D. County shall supply day-marker signs.
- E. County must review and approve any changes to work plans.

1.07 PRICE ESCALATION/DE-ESCALATION

Contractor fees for service shall remain firm for a minimum of 12 months after execution of the Agreement.

1.08 ACCESSIBILITY

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

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

**EXHIBIT 2, MINIMUM QUALIFICATIONS
ITQ No. 24-R085234AF**

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 must possess a current, valid General Contractor's License or Marine Specialty Contractor's License issued by the Florida Department of Business and Professional Regulations.

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

3. The Bidder has provided removal and installation of navigational markers services for at least three (3) client references since August 1, 2019 each of which included the following components: a) removal of navigational markers and b) installation of navigational markers.

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

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

Bidder must complete Attachment C, Public Contracting and Environmental Crimes Certification and submit with its Bid attesting that it has not been convicted of a public entity crime or environmental law in the past five (5) years. The County will verify.

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

No documentation is required. The County will verify.

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

No documentation is required. The County will verify.

7. 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 a joint venture, provide a copy of Bidder's approved filing with the Florida Department of Business and Professional Regulation.

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

If no conflicts of interests are present, Bidder must select below:

No

If there is a potential conflict of interest, on a separate page submit a statement to that affect and disclose the name of any officer, director or agent who is an employee of the County. Disclose the name of any County employee who owns, directly or indirectly, any interest in Bidder's firm or any of its branches.

END EXHIBIT 2



AGREEMENT No. [number]

[TITLE]

between

**MANATEE COUNTY
(COUNTY)**

and

**[CONTRACTOR NAME]
(CONTRACTOR)**

AGREEMENT FOR [TITLE]

THIS AGREEMENT is made and entered into as of this [date] day of [month], 2024 (“Effective Date”), by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, (“**COUNTY**”), with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and [**COMPANY NAME**], a [<enter the state of incorporation/organization and identify if it is a corporation/company/limited liability corporation, etc.], (“**CONTRACTOR**”) with offices located at [address], and duly authorized to conduct business in the State of Florida. **COUNTY** and **CONTRACTOR** are collectively referred to as the “Parties” and individually as “Party.”

WHEREAS, **CONTRACTOR** engages in the business of [title]; and

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

WHEREAS, [this Agreement is a result of **CONTRACTOR'S** submission of a proposal/bid in response to Request for Proposal/Invitation for Bid No. number and **COUNTY** thereafter conducted a competitive selection process OR this Agreement is a sole source/single source contract] in accordance with the Manatee County Procurement Code.

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

ARTICLE 1. SCOPE OF SERVICES

CONTRACTOR shall provide non-professional services as described in **Exhibit A**, Scope of Services (“Services”). “Task” as used in this Agreement, refers to particular categories/groupings of Services specified in **Exhibit A**.

ARTICLE 2. EXHIBITS INCORPORATED

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

Exhibit A Scope of Services

Exhibit B Fee Rate Schedule

Exhibit C Affidavit of No Conflict

Exhibit D Insurance and Bond Requirements

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

ARTICLE 3. AGREEMENT TERM

A. This Agreement shall commence on the Effective Date and remain in force for an initial term

of [number of years], unless terminated by COUNTY pursuant to Article 9.

- B. COUNTY reserves the right to extend the initial term of [number years] for an additional [number], [number]-year periods.

ARTICLE 4. COMPENSATION

- A. CONTRACTOR shall be compensated for the Services and all expenditures incurred in providing the Services.
- B. The fee rates specified in **Exhibit B** shall be the total compensation for the Services and shall contain all applicable costs, to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.

ARTICLE 5. INVOICES AND TIME OF PAYMENT

- A. Subject to the provisions of this Agreement, COUNTY shall pay CONTRACTOR for the Services at a rate of compensation according to the deliverable payment schedule stated in **Exhibit B**.
- B. COUNTY shall approve of all invoices prior to payment.
- C. COUNTY shall have forty-five (45) days from the receipt of an invoice seeking payment of fees or costs to either pay the invoice, or notify CONTRACTOR that the deliverable, or any part thereof, is unacceptable.
- D. COUNTY shall have the right to retain from any payment due CONTRACTOR under this Agreement, an amount sufficient to satisfy any amount of liquidated damages due and owing to COUNTY by CONTRACTOR on any other Agreement between CONTRACTOR and COUNTY.
- E. All costs of providing the Services shall be the responsibility of CONTRACTOR.
- F. Any dispute between COUNTY and CONTRACTOR with regard to the Services or CONTRACTOR'S invoice shall be resolved pursuant to the dispute resolution procedures established by Manatee County Procurement Code and Article 12 of this Agreement.

ARTICLE 6. RESPONSIBILITIES OF CONTRACTOR

- A. CONTRACTOR shall appoint an Agent with respect to the Services to be performed by CONTRACTOR pursuant to this Agreement. CONTRACTOR'S Agent shall have the authority to make representations on behalf of CONTRACTOR, receive information, and interpret and define the needs of CONTRACTOR and make decisions pertinent to the Services. CONTRACTOR'S Agent shall have the right to designate other employees of CONTRACTOR to serve in his or her absence. CONTRACTOR reserves the right to designate a different agent, provided that COUNTY is given advance written notice thereof.
- B. CONTRACTOR shall perform the Services in accordance with the terms and conditions of

this Agreement.

- C. CONTRACTOR shall ensure that all employees assigned to render the Services are duly qualified, registered, licensed or certified to provide the Services required.
- D. CONTRACTOR shall be responsible for collecting all existing data required for the successful completion of each Task.
- E. CONTRACTOR shall not engage in any obligations, undertakings, contracts or professional obligations that create a conflict of interest, or even an appearance of a conflict of interest, with respect to the Services. CONTRACTOR attests to this via an Affidavit of No Conflict, **Exhibit C**.
- F. CONTRACTOR shall be entitled to rely upon information provided from COUNTY. Information may include, but is not limited to, additional services, consultations, investigations, and reports necessary for the execution of CONTRACTOR'S work under this Agreement. CONTRACTOR shall be fully responsible for verifying, to the extent practicable, documents and information provided by COUNTY and identifying any obvious deficiencies concerning the documents and information provided. CONTRACTOR shall notify COUNTY of any errors or deficiencies noted in such information provided and assist, to the extent practicable, COUNTY in the identification and resolution of same. CONTRACTOR agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed under this Agreement.
- G. CONTRACTOR shall be responsible for the professional quality and technical accuracy of the Services and any other services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in the Services.
- H. CONTRACTOR shall maintain an adequate and competent staff of professionally qualified persons during the term of this Agreement for the purpose of rendering the required Services hereunder. CONTRACTOR shall not sublet, assign or transfer any Services without prior written consent of COUNTY.
- I. COUNTY may require in writing that CONTRACTOR remove from the Services any of CONTRACTOR'S personnel that COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in compensation or agreement term based on COUNTY'S use of this provision will be valid.
- J. CONTRACTOR understands and agrees that this is a firm fixed price contract and that there shall be no allowances or reimbursement for any cost whatsoever except as otherwise explicitly provided in this Agreement. CONTRACTOR agrees to fulfill its obligations under this Agreement, regardless of cost, for the sole and sufficient compensation stated in Exhibit B with no expectation of additional compensation. COUNTY will not be obligated to pay CONTRACTOR any amount in excess of the firm fixed price specified in Exhibit B.

ARTICLE 7. RESPONSIBILITIES OF COUNTY

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

ARTICLE 8. COUNTY OWNERSHIP OF WORK PRODUCT

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

ARTICLE 9. TERMINATION OF AGREEMENT

A. TERMINATION FOR CAUSE:

- 1. COUNTY shall have the right, by written notice to CONTRACTOR, to terminate this Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement, to include:
 - a. Failure to provide Services that comply with the specifications herein or that fail to meet COUNTY'S performance standards;
 - b. Failure to perform the Services within the time specified in this Agreement; or

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

B. TERMINATION WITHOUT CAUSE:

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

ARTICLE 10. TRANSITION SERVICES UPON TERMINATION

Upon termination or expiration of this Agreement, CONTRACTOR shall cooperate with COUNTY to assist with the orderly transfer of the Services provided by CONTRACTOR to COUNTY. Prior to termination or expiration of this Agreement, COUNTY may require CONTRACTOR to perform and, if so required, CONTRACTOR shall perform, certain transition

services necessary to shift the Services to another provider or to COUNTY itself as described below (the "Transition Services"). The Transition Services may include but shall not be limited to:

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

ARTICLE 11. DISPUTE RESOLUTION

- A. Disputes shall be resolved in accordance with the Manatee County Purchasing Code (Chapter 2-26 of the Manatee County Code of Ordinances). Any dispute resolution constituting a material change in this Agreement shall not be final until an amendment to this Agreement has been approved and executed by the County Purchasing Official.
- B. CONTRACTOR agrees it must exhaust all dispute resolution procedures set forth in Manatee County's Procurement Code prior to instituting any action in state or federal court or before any administrative agency or tribunal.

ARTICLE 12. COMPLIANCE WITH LAWS

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

ARTICLE 13. NON-DISCRIMINATION

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, disability or age, and will take affirmative action to ensure that all employees and applicants are afforded equal employment opportunities. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining (including apprenticeship and on-the-job training).

ARTICLE 14. MAINTENANCE OF RECORDS; AUDITS; LICENSES

- A. CONTRACTOR shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by COUNTY to assure proper accounting of funds and compliance with the provisions of this Agreement.
- B. CONTRACTOR shall provide COUNTY all information, reports, records and documents

required by this Agreement or by COUNTY ordinances, rules or procedures, or as needed by COUNTY to monitor and evaluate CONTRACTOR'S performance. Such materials shall also be made available to COUNTY upon request for auditing purposes. Inspection or copying will occur during normal business hours, and as often as COUNTY may deem necessary. COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or CONTRACTOR made by any local, state or federal agency. To the extent such materials are in the possession of a third party, CONTRACTOR must obtain them from that third party, or certify in writing to COUNTY why it was unable to do so. CONTRACTOR shall retain all records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least three (3) years after the termination date.

- C. CONTRACTOR shall obtain any licenses required to provide the Services and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to COUNTY within ten (10) days of receipt by CONTRACTOR. CONTRACTOR shall immediately notify COUNTY if the required licenses of any of its principles or agents working on this Agreement are terminated, suspended, revoked or are otherwise invalid and/or are no longer in good standing.

ARTICLE 15. PUBLIC RECORDS

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

- A. Keep and maintain public records that would ordinarily be required by COUNTY to perform the service.
- B. Upon request from COUNTY'S custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if CONTRACTOR does not transfer the records to COUNTY.
- D. Upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the service. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Phone: 941.742.5845

Email: lacy.pritchard@mymanatee.org

**Mail or hand delivery:
Attn: Records Manager
1112 Manatee Avenue West
Bradenton, FL 34205**

ARTICLE 16. INDEMNIFICATION

- A. Each Party shall defend, indemnify, save and hold harmless the other, its officers, employees and agents, from any and all third-party claims, liabilities, loss, or cause of action for property damage or bodily injury, including death, arising out of any negligent actions or omissions of the indemnifying Party, its agents, officers, employees or agents in the performance of this Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to the indemnified Party. Such indemnification shall include, but not be limited to, the payment of all valid claims, losses, and judgements of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys' fees, incurred by the indemnified Party in connection with the indemnifying Party's activities arising out of the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified Party or person described in this paragraph or deemed to affect the rights, privileges and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.
- B. CONTRACTOR will indemnify, defend, save and hold harmless the COUNTY, its officers, and employees all third-party claims, liabilities, loss, or cause of action that the Services constitutes an infringement of any third-party intellectual property right(s), unless such claim is based on COUNTY'S wrongful or illegitimate use of the Services. The foregoing states the entire liability of CONTRACTOR and the sole and exclusive remedy for COUNTY with respect to any third-party claim of infringement or misappropriation of intellectual property rights. Such indemnification shall include, but not be limited to, the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys' fees.

ARTICLE 17. NO WAIVER OF SOVEREIGN IMMUNITY

Nothing herein shall be interpreted as a waiver by COUNTY of its rights, including the

limitations of the waiver of immunity as set forth in Section 768.28, Florida Statutes, or any other applicable statutes or immunities. COUNTY expressly reserves these rights to the full extent allowed by law.

ARTICLE 18. INSURANCE

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

ARTICLE 19. SOLICITATION OF AGREEMENT

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

ARTICLE 20. ASSIGNMENT AND SUBCONTRACTING

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

Approval to utilize any third party shall not relieve CONTRACTOR from any direct liability or responsibility to COUNTY pursuant to the provisions of this Agreement, or obligate COUNTY to make any payments other than payments due to CONTRACTOR as outlined in this

Agreement. All terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

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

ARTICLE 21. CERTIFICATION OF NON-PAYMENT OF COMMISSION OR GIFT

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

ARTICLE 22. KEY PERSONNEL

The following key personnel shall be the COUNTY primary contacts assigned to this Agreement by CONTRACTOR:

[Enter Name, Title]

CONTRACTOR shall notify the COUNTY in writing within ten (10) business days of any changes to the key personnel.

ARTICLE 23. SUB-CONTRACTORS

If it is determined by either party that a sub-contractor will be required in order to complete the services as described in **Exhibit A**, CONTRACTOR shall request the use of a sub-contractor in writing and receive prior written approval from COUNTY.

ARTICLE 24. LIABILITY FOR NEGLIGENCE.

To the fullest extent allowed by law, the individuals performing the Services pursuant to this Agreement shall be personally liable for negligent acts or omissions. To the fullest extent allowed by law, CONTRACTOR shall likewise be liable for negligent acts or omissions in the performance of the Services.

ARTICLE 25. NOTICES

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

To COUNTY: Manatee County Government
 [Division/Department]
 Attn: [Title of Contact person]

[Address]
[City/State/Zip]
Phone: (941) [number]
Email: [email]

To CONTRACTOR: [Company Name]
Attn: [Title of Contact person]
[Address]
[City/State/Zip]
Phone: ([area code] [number])
Email: [email]

ARTICLE 26. RELATIONSHIP OF PARTIES

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

ARTICLE 27. NO CONFLICT

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

ARTICLE 28. ETHICAL CONSIDERATIONS

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

ARTICLE 29. PUBLIC ENTITY CRIMES

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

ARTICLE 30. TAXES

COUNTY is exempt from Federal Excise and State Sales Taxes (F.E.T. Exemption Certificate No. 59-78-0089K; FL Sales Tax Exemption Certificate No. 51-02-027548-53C). Therefore,

CONTRACTOR is prohibited from charging or imposing any sales or service taxes. Nothing herein shall affect CONTRACTOR'S normal tax liability.

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

ARTICLE 31. FORCE MAJEURE

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

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

ARTICLE 32. GOVERNING LAW, JURISDICTION AND VENUE

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

ARTICLE 33. ATTORNEY FEES

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

ARTICLE 34. PATENT AND COPYRIGHT RESPONSIBILITY

Any material or design specified by CONTRACTOR or supplied by CONTRACTOR pursuant to this Agreement shall not knowingly infringe any patent or copyright, and CONTRACTOR shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by CONTRACTOR in the performance of the Services.

ARTICLE 35. AMENDMENTS

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

ARTICLE 36. SEVERABILITY

It is understood and agreed by the Parties hereto that if any part, term, or provision of this

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

ARTICLE 37. LEGAL REFERENCES

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

ARTICLE 38. HEADINGS, CONSTRUCTION

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

ARTICLE 39. TIME

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

ARTICLE 40. E-VERIFY

The CONTRACTOR, and any subcontractor thereof, shall register with and use the E-Verify system to verify the work authorization status of all new employees of the CONTRACTOR or subcontractor. The CONTRACTOR hereby represents and warrants that it has, and shall remain throughout the duration of this Agreement, registered with, and uses and shall continue to use, the E-Verify system. The CONTRACTOR shall not enter into any contract with a subcontractor for services hereunder unless such subcontractor also has registered with and uses the E-Verify system. If the CONTRACTOR enters into a contract with a subcontractor, the subcontractor shall provide the CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The CONTRACTOR shall maintain a copy of such affidavit for the duration of this Agreement.

Pursuant to Section 488.095(5)(c)3, Florida Statutes, the COUNTY is authorized to terminate this Agreement if it has a good faith belief that the CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, regarding the employment of someone not authorized to work by the immigration laws of the United States, the U.S. Attorney General, or the Secretary of the Department of Homeland Security. Such termination action is not considered a breach of contract.

ARTICLE 41. FUNDS FOR IDENTIFICATION DOCUMENTS

No funds provided by the COUNTY pursuant to this Agreement shall be used for the purpose of issuing an identification card or document to an individual who does not provide proof of lawful presence in the United States.

ARTICLE 42. AUTHORITY TO EXECUTE

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

[Remainder of page intentionally left blank]

SAMPLE

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

CONTRACTOR NAME

By: _____

Printed Name: _____

Title: _____

Date: _____

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

Jacob Erickson, MBA, CPPO, NIGP-CPP
Purchasing Official

Date: _____

SAMPLE

EXHIBIT A, SCOPE OF SERVICES

SAMPLE

EXHIBIT B, FEE RATE SCHEDULE

1. FEES

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

2. ESCALATION/DE-ESCALATION

<Contractor/Supplier> fees for <type of good/service> shall remain firm for a minimum of <years/months> after execution of the Agreement. Any escalation or de-escalation in pricing thereafter will be based on the <identify the index source, index name, and the index number> change in most recent 12- month period. No more than price increase is allowed in a month period.

[Remainder of page intentionally left blank]

SAMPLE

EXHIBIT C, AFFIDAVIT OF NO CONFLICT

STATE OF _____
COUNTY OF _____

BEFORE ME, the undersigned authority, this day personally appeared [INSERT NAME] _____
_____, as [INSERT TITLE] _____ of
[INSERT CONTRACTOR NAME] _____, (hereinafter
"CONTRACTOR") with full authority to bind CONTRACTOR, who being first duly sworn,
deposes and says that CONTRACTOR:

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

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

DATED this _____ day of _____, 20_____.

CONTRACTOR Signature

The foregoing instrument was sworn to and acknowledged before me this _____ day of _____, 20_____, by [NAME] _____, as [TITLE] _____ of [CONTRACTOR] _____. He / She is personally known to me or has produced _____ [TYPE OF IDENTIFICATION] as identification.

Notary Signature
Commission No. _____

Please return this completed and signed exhibit with your agreement.

EXHIBIT D, INSURANCE AND BOND REQUIREMENTS

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

Automobile Liability Insurance Required Limits

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

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

This policy shall contain severability of interests' provisions.

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

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

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

This policy shall contain severability of interests' provisions.

Employer's Liability Insurance

Coverage limits of not less than:

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

Worker's Compensation Insurance

US Longshoremen & Harbor Workers Act

Jones Act Coverage

Coverage limits of not less than:

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

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

Aircraft Liability Insurance Required Limits

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

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

Un-Manned Aircraft Liability Insurance (Drone)

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

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

Installation Floater Insurance

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

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

Professional Liability and/or Errors and Omissions (E&O) Liability Insurances
Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

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

Builder's Risk Insurance

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

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

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

Cyber Liability Insurance

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

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

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

Hazardous Materials Insurance (As Noted Below)

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

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured. If the coverage form is on a claims-made basis, then

coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

Pollution Liability

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

Asbestos Liability (If handling within scope of Contract)

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

Disposal

When applicable, CONTRACTOR 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

CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR, his agents, representatives, and employees; products and completed operations of the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. 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 CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR'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 CONTRACTOR for the COUNTY.

II. General Insurance Provisions Applicable To All Policies:

- a. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, CONTRACTOR shall furnish the COUNTY with a

Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.

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

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

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

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

- i. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review the CONTRACTOR's deductible or self-insured retention and to require that it be reduced or eliminated.
- j. CONTRACTOR 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 CONTRACTOR'S obligation to provide and maintain the insurance coverage specified.
- k. CONTRACTOR 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.
- l. No award shall be made until the Procurement Division has received the Certificate of Insurance in accordance with this section.

III. BONDING REQUIREMENTS

Bid Bond/Certified Check. By submitting a proposal, the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR further agrees that in case the CONTRACTOR 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 CONTRACTOR, or if COUNTY rejects any and/or all proposals, accompanying bond will be promptly returned.

Payment and Performance Bonds. Prior to commencing work, the CONTRACTOR shall obtain, for the benefit of and directed to COUNTY, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR being deemed nonresponsive. Bonds must be in the form prescribed in Section 255.05, Florida Statutes, and must not contain notice, demand or other terms and conditions, including **informal** pre-claim meetings, not provided for in Section 255.05, Florida Statutes.

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

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

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

[Remainder of page intentionally left blank]

CONTRACTOR’S INSURANCE STATEMENT

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

Date: _____

Contractor’s Name: _____

Authorized Signature: _____

Printed Name/Title: _____

Insurance Agency: _____

Agent Name: _____

Agent Phone: _____

Surety Agency: _____

Surety Name: _____

Surety Phone: _____

Please return this completed and signed statement with your agreement.

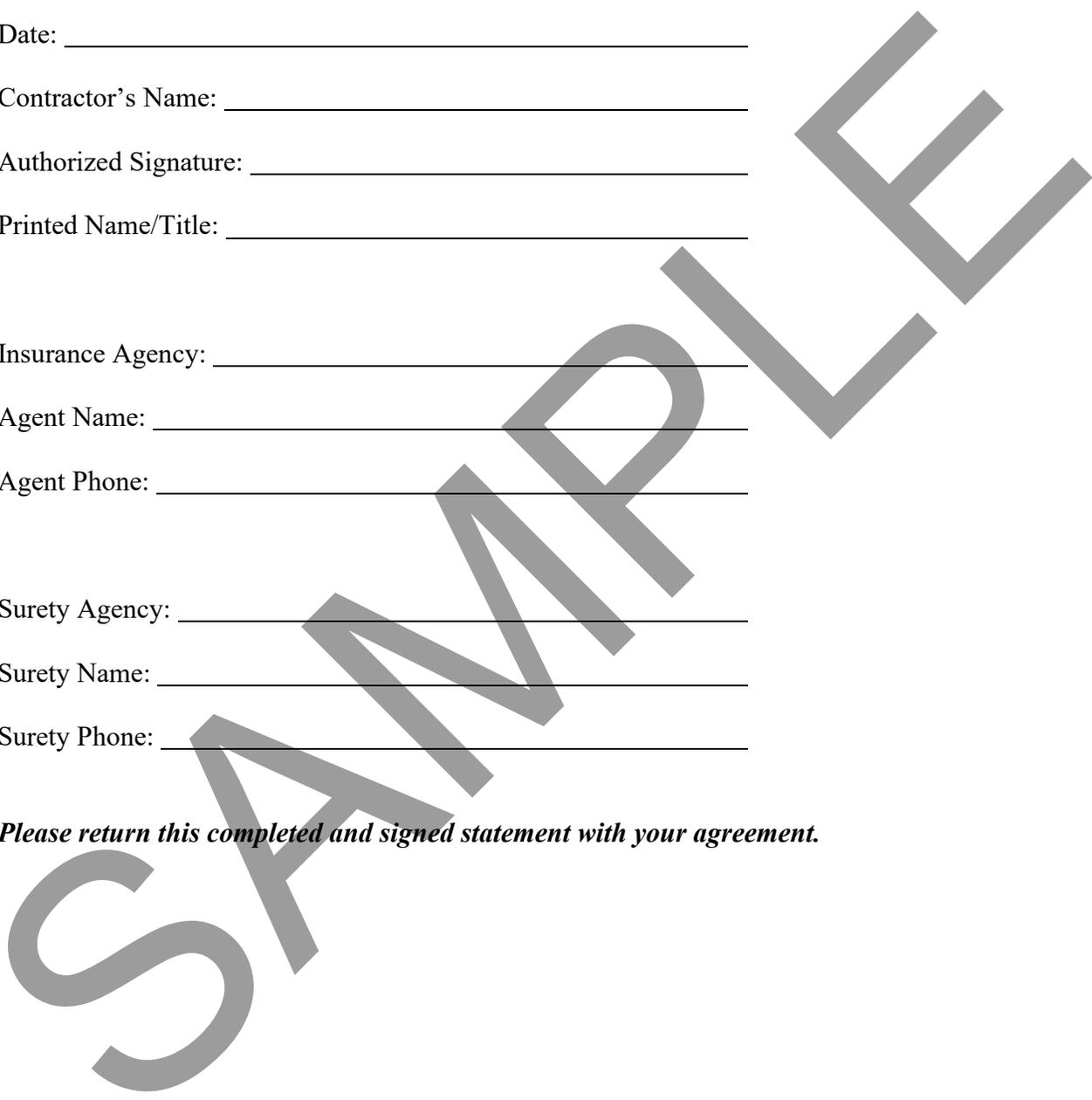
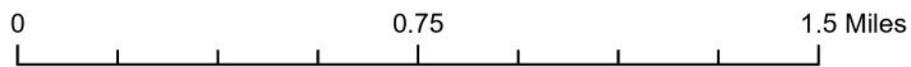




Figure 1
Project Boundary
Palma Sola Bay Navigation Project



Legend

- Landmarks
- Project Boundary



Figure 2
 USCG Light List Location Map
 Palma Sola Bay Navigation Project

- Legend**
- Previously Permitted Channel Markers
 - green
 - ▲ red
 - Landmarks

Source: <https://www.navcen.uscg.gov/light-list-annual-publication>

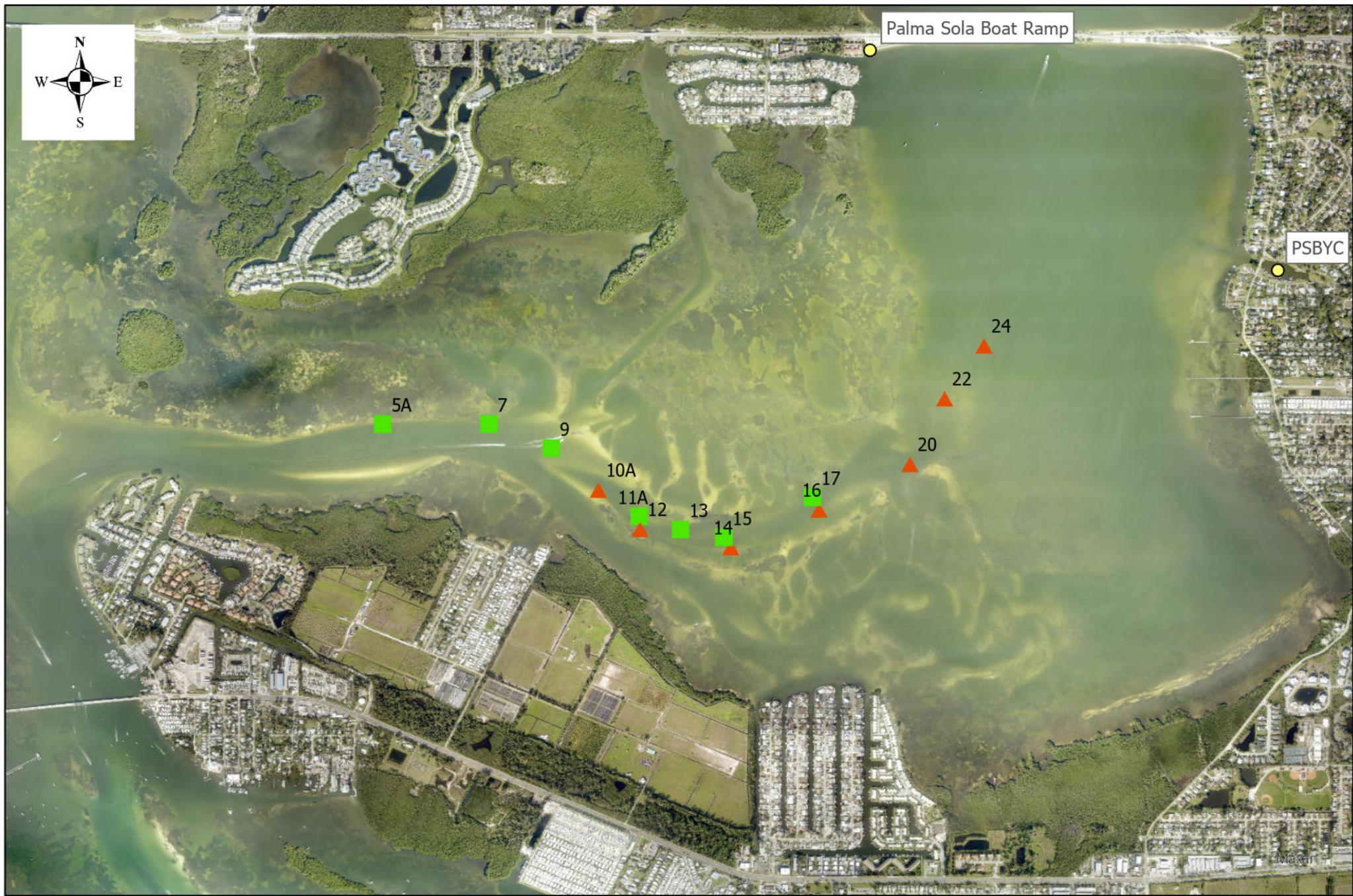


Figure 3
Existing Channel Markers
Palma Sola Bay Navigation Project

Legend

Channel Markers Existing Condition

- green
- ▲ red
- Landmarks



Figure 4
Channel Markers Permitted to Install
Palma Sola Bay Navigation Project

0 0.75 1.5 Miles

Legend

- Channel Markers Permitted For Installation
- green
 - ▲ red
 - Landmarks

FIGURE 5, CHANNEL MARKER INSTALLATION LOCATIONS

wpt	name	lat	lon
	1 PS	27.47775002	-82.69394998
	2 PS	27.47752782	-82.69374998
	3 PS	27.47908333	-82.69202775
	4 PS	27.47883322	-82.69171184
	5 PS	27.47952774	-82.68974997
	6 PS	27.47928768	-82.68952584
	7 PS	27.47911108	-82.68697221
	8 PS	27.47880556	-82.68669443
	9 PS	27.47941668	-82.68397224
	10 PS	27.47930554	-82.68302777
	11 PS	27.48013887	-82.68008337
	12 PS	27.47988892	-82.67975003
	13 PS	27.48016669	-82.67486111
	14 PS	27.47977777	-82.67461108
	15 PS	27.47938885	-82.67288885
	16 PS	27.47902776	-82.67283336
	17 PS	27.47783334	-82.67052775
	18 PS	27.47755741	-82.67073948
	19 PS	27.47674998	-82.66941665
	20 PS	27.47650003	-82.66947222
	21 PS	27.47636114	-82.66911113
	22 PS	27.47605554	-82.66886109
	23 PS	27.47599997	-82.66761111
	24 PS	27.47569445	-82.66730558
	25 PS	27.47594448	-82.66605559
	26 PS	27.47552781	-82.66580556
	27 PS	27.47630557	-82.66383329
	28 PS	27.47608337	-82.66355552
	29 PS	27.47747225	-82.66191669
	30 PS	27.47723454	-82.66165987
	31 PS	27.47830558	-82.66080558
	32 PS	27.47813886	-82.66041666
	33 PS	27.47894445	-82.65858337
	34 PS	27.47877781	-82.65813888
	35 PS	27.47977777	-82.65747218
	36 PS	27.47967979	-82.65721452
	37 PS	27.48055553	-82.65719441
	38 PS	27.48055595	-82.65693909
	39 PS	27.48169446	-82.65716666
	40 PS	27.48180091	-82.65655143
	41 PS	27.48236108	-82.65655554
	42 PS	27.48258336	-82.65641665
	43 PS	27.48380553	-82.65550001
	44 PS	27.48383336	-82.65502777
	45 PS	27.48769448	-82.65466668
	46 PS	27.48766665	-82.65436107

**APPENDIX A, PALMA SOLA BAY YACHT CLUB (PSBYC)
INDEMNIFICATION AGREEMENT**

Palma Sola Bay Yacht Club (PSBYC) Indemnification Agreement

In exchange for Manatee County retaining and paying the Contractor for the removal of Palma Sola Bay Yacht Club's ("PSBYC") navigational markers, PSBYC agrees to indemnify, defend and hold harmless Contractor, its agents, subcontractors, employees, and officers ("Contractor") against any and all claims, liabilities, damages, losses and expenses, including costs and attorney's fees, arising from or related to PSBYC's navigational markers and the identification and removal of same, as depicted in Figures 1 and 2 to the Scope of Services and as described in the Scope of Services, respectively. Nothing in this agreement shall be construed as requiring PSBYC to indemnify or defend Contractor from liabilities, claims, damages, etc. directly caused by or resulting from Contractor's own negligence. This indemnity agreement shall survive until all claims as described herein have been resolved or adjudicated, regardless of when such claims are made. The signatory below certifies he or she has the requisite authority to sign and bind PSBYC to this indemnity agreement.

On behalf of Palma Sola Bay Yacht Club,

Signature

Printed Name

Title

Date

Witness 1:

Signature

Printed Name

Date _____

Witness 2:

Signature

Printed Name

Date _____

APPENDIX B, BATHYMETRIC SURVEY



**AIM Engineering
& Surveying, Inc.**

Corporate Office
5300 Lee Boulevard (33971 - 1026)
Post Office Box 1235
Lehigh Acres, Florida 33970 - 1235

Phone: 239-332-4569
Toll Free: 800-226-4569
Fax: 239-332-8734
www.aimengr.com

Successfully providing our clients and the community with quality planning, engineering and surveying services since 1980.

REPORT OF SURVEY

PALMA SOLA CHANNEL

AIM Project No: 16-0526
Client: *West Coast Inland Navigation District*
Date: *January 10, 2017*

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Notes

1. This report and copies thereof are not valid without the electronic signature and seal of a Florida Licensed Surveyor and Mapper. This report is not complete or valid without the digital deliverables referenced in this report.
2. Additions or deletions to the report by other than the signing party are prohibited without written consent of the signing party.
3. Background aerial imagery from the Florida Department of Environmental Protection was flown in 2014. Aerial imagery provided on attached exhibits for informational purposes only. Positional accuracy of said imagery was not field verified.
4. All field work was performed by:

AIM Engineering & Surveying, Inc.
Licensed Business No. 3114
5300 Lee Boulevard
Lehigh Acres, FL 33991
(239) 332-4569

5. Surveyor and Mapper in Responsible Charge: Darren Townsend, PSM 6476

Certification

I hereby certify that as of the date of this report the information contained herein and referenced digital files are a true representation of a field survey made in my responsible charge. This survey is certified to WCIND as meeting or exceeding, in quality and precision, the standards applicable for this work, as set forth in Chapter 5J-17, Florida Administrative Code.



Digitally signed by Darren
Townsend
DN: c=US, o=IdenTrust ACES
Business Representative, ou=AIM
ENGINEERING AND SURVEYING
INC., cn=Darren Townsend,
0.9.2342.19200300.100.1.1=A0109
7C00000150C87B23FD00009B75
Date: 2017.01.11 11:46:57 -05'00'

Darren Townsend, PSM
Florida Certificate No. 6476
(For the firm – LB 3114)

Date Signed

Abbreviations

cm	Centimeter
GPS	Global Positioning System
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
FPRN	Florida Permanent Reference Network
ft or ‘	foot or feet
IMU	Inertial Measurement Unit
Inc.	Incorporated
kHZ	Kilohertz
LB	Florida Licensed Business Number
Mgmt	Management
MLLW	Mean Lower Low Water
NAD	North American Datum
NAVD 88	North American Vertical Datum of 1988
NGS	National Geodetic Survey
NMAS	National Map Accuracy Standards
No.	Number
NOAA	National Oceanic & Atmospheric Administration
NOS	National Ocean Service
PSM	Professional Surveyor and Mapper
RTK	Real-time Kinematic
SVP	Sound Velocity Profiler
SWFWMD	Southwest Florida Water Management District
TYP.	Typical
USACE	United States Army Corps of Engineers
USGS	United States Geological Survey
WCIND	West Coast Inland Navigation District
+/-	More or less

Purpose & Objective

The purpose of this hydrographic survey was to define the bottom topography of the existing Palma Sola Channel and surrounding area in Manatee County, FL. Project limits covered approximately 3 miles, running from channel from marker 1 to marker 25. (**See Figure 1**). This is not a boundary survey.

Once bottom topography was defined, AIM worked with representatives from WCIND and Manatee County to configure a new alignment for the Palma Sola Channel that would minimize dredging and avoid existing seagrass beds.

Project Control & Datum

All bathymetric elevations are horizontally related to the Florida State Plane Coordinate System, West Zone, NAD 1983/2011.

Bathymetric elevations were collected by RTK GPS procedures relative to the North American Vertical Datum of 1988 (NAVD 88), GEOID 12A. Water depth information provided is relative to 0 feet (MLLW) and not the water surface. Said soundings were converted to MLLW (1983-2001 Tidal Epoch) based on published tidal datum information for station 8726233 by FDEP / NOAA / NOS. Based on said source the MLLW datum is 1.5' below 0.0' NAVD 88.

Horizontal location and elevation of bathymetric data was collected using RTK GPS corrections received from the Florida Department of Transportation FPRN Network base station on Amelia Island.

All measurements are in U.S. survey feet or decimals thereof.

Equipment & Procedures

Project data was acquired and co-registered using an R2 Sonic 2022 multibeam sonar. The sonar transducer was pole mounted midway along the starboard side of a 24-foot Skully's Aluminum boat. The tidal reductions as well as the horizontal and vertical positions of soundings were georeferenced in real time by a Coda Octopus F175-T2 Inertial Measurement Unit (IMU) with two Trimble RTK GPS antennas / receivers. Bathymetric data was collected at a frequency of 230 kHz.

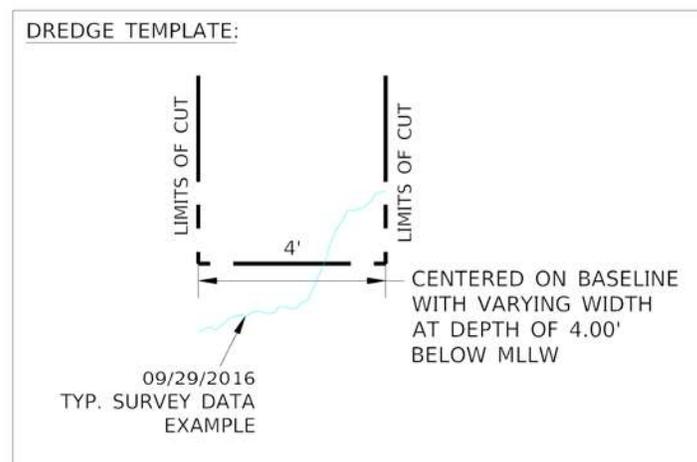
Near surface sound velocity was measured in real-time and recorded with the raw data by an instrument internal to the sonar unit. In addition, casts were made in three locations, spread along the project limits, using a Valeport miniSVP. These were collected to model the sound velocity profile through the entire water column. The location, time and approximate water depth were recorded to document each cast. These sound velocity profiles were applied to the data during post-processing.

Bathymetric data was collected and post-processed using Hypack 2015 software.

For the purposes of this project, a depth of 4-foot MLLW was held as the floor for dredging. Areas shallower than 4-foot MLLW were considered areas requiring dredging. AIM analyzed the bathymetric data to route the proposed channel through the deepest areas in an effort to minimize potential dredging. (See Figure 2)

Simultaneously, AIM overlaid the 2014 SWFWMD Seagrass Mapping data to keep the proposed channel from impacting previously mapped seagrass beds. (See Figure 3)

Once a final channel alignment was set, two areas requiring dredging were identified. AutoCAD Civil 3D was utilized to calculate the volume of material shallower than 4-foot below MLLW for each area. The volumes were calculated by a “surface to surface” comparison between the dredging template and a 1’x1’ grid of the surveyed bathymetric data (See Figures 4 & 5). The dredge template shown below was provided by the WCIND.



Expected Accuracy

The horizontal and vertical network accuracy of RTK GPS corrections has been tested by checks to published control points and found by AIM to meet a 0.1' (3 cm) accuracy standard at the 95% confidence level.

It is estimated that the relative positional horizontal accuracy of the sounding locations is +/- 0.5'. This includes errors associated with wave action and the subsequent rolling, pitching and heaving of the survey boat as well as time lag between the GPS position measurement and reception of the acoustic sounding signal from the bottom which were not accurately captured by the IMU and RTK GPS.

The relative vertical accuracy of the R2 Sonic 2022 bathymetric data was tested by comparing the data to direct soundings measured using an RTK GPS antenna mounted on a 25-foot fiberglass rod. Measured soundings meet the USACE accuracy standards for depths of 0 to 15 feet per USACE manual "EM 1110-2-1113".

Per SWFWMD 2014 Seagrass Mapping Metadata: "The positional accuracy of this data meets USGS NMAS for 1:12000 scale maps. Horizontal accuracy of the data corresponds to the positional accuracy of the aerotriangulated photography that was controlled by GPS survey control points. Digital line work was reviewed over the 2014 seagrass data and positional accuracy checked by navigating to features using coordinates selected from aerotriangulated photography for comparison to line work data collected representing those features. The USGS NMAS horizontal accuracy for 1:12000 scale maps roughly translates to +/- 33' horizontal accuracy of mapped seagrass beds used to configure the channel alignment.

Aerial imagery provided on attached exhibits for informational purposes only. Positional accuracy of said imagery was not field verified.

Dates of Field Data Collection

Field survey data collection was collected on September 28th and 29th, 2016 as recorded in field book 1502, pages 59-60.

Project Personnel

Office Personnel:

Darren Townsend, PSM – Project Manager

Field Personnel:

Chris Phillips – Boat Captain, Sonar Operator

Darren Townsend, PSM – Sonar Operator, Boat Pilot

Richard Norsworthy – Boat Pilot

Index of Digital Files

In addition to the information provided in this survey report, the following digital deliverables are included with this submittal. This report is not complete or valid without the digital deliverables.

1. *16-0526_PALMA-SOLA-ALGN.dxf* – an AutoCAD Civil3D 2015 dxf file of the proposed channel configuration
2. *REVISED_variable-width-channel_12-14-2016.shp* – an ESRI shape file of the proposed channel alignment
3. *DREDGE AREA 1.shp* - an ESRI shape file of DREDGE AREA 1
4. *DREDGE AREA 2.shp* - an ESRI shape file of DREDGE AREA 2

FIGURE 1 - BATHYMETRIC COVERAGE & EXISTING MARKERS

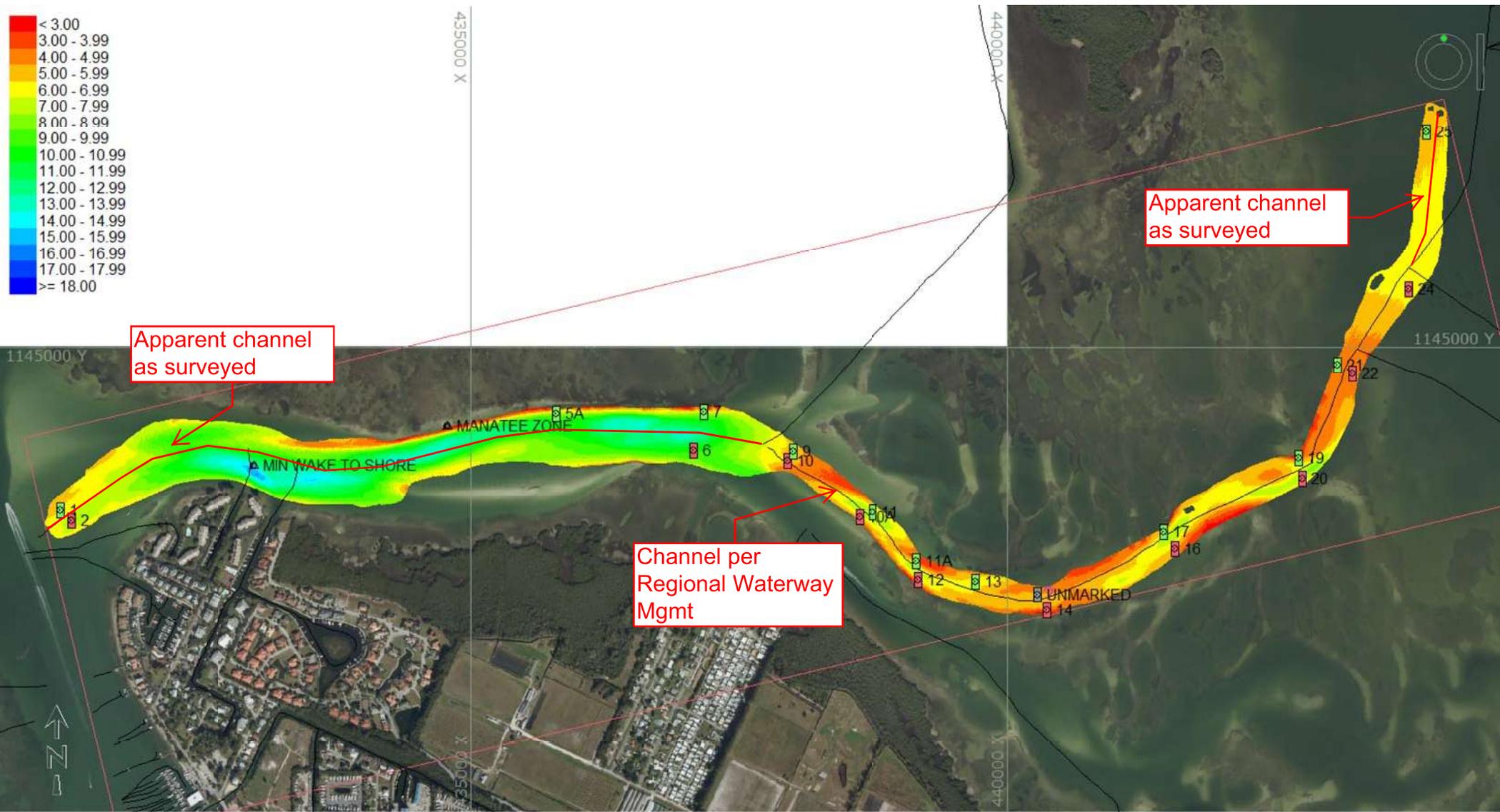


FIGURE 2 - PROPOSED CHANNEL ROUTING

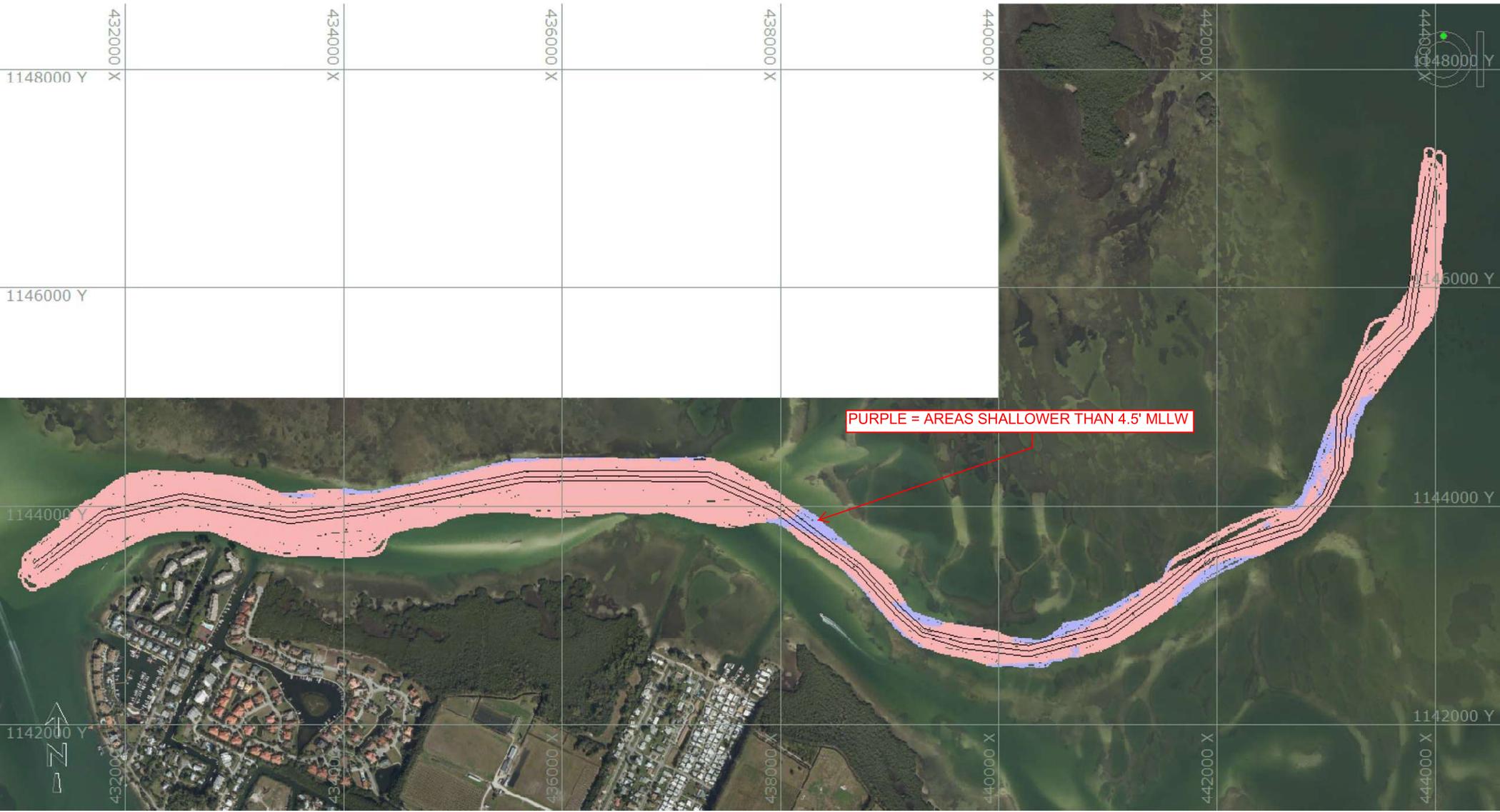


FIGURE 3 - 2014 SEAGRASS MAPPING FROM SWFWMD



FIGURE 4 - AREAS THROUGHOUT PROJECT WITH DEPTHS LESS THAN 4' MLLW



FIGURE 5 - SURVEYED AREAS WITHIN OR NEAR PROPOSED CHANNEL WITH DEPTHS LESS THAN 4' MLLW



**APPENDIX C, MANATEE COUNTY STANDARD TECHNICAL SPECIFICATIONS
AND GUIDELINES FOR THE INSTALLATION, REPAIR, AND REMOVAL OF
MARINE SIGNAGE AND RELATED SERVICES**

MANATEE COUNTY
Standard Technical Specifications and
Guidelines for the Installation, Repair, and Removal of
Marine Signage and Related Services

Prepared for:
Manatee County Parks and Natural Resources Department
Ecological and Marine Resources Division
5502 33rd Ave. Dr. W.
Bradenton, Florida 34209

Prepared by:
Wood Environment & Infrastructure Solutions, Inc.
1101 Channelside Drive, Suite 200
Tampa, Florida 33602

May 2021

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I. SECTION 1 - INTRODUCTION

PART 1 – GENERAL

1.1 Description

The following technical specifications cover all types of waterway markers that could be involved in this contract. Work under this contract will be limited to the specific markers shown on the attached plans or contract addenda or change orders.

1.2 References

The Contractor shall complete all construction in accordance with the waterway marker plans and specifications provided.

1.3 Related Work

The County may require additional installation projects, needed repairs, and/or disposals during the contract period. Any additional work shall be completed at the unit prices established in the schedule of values or as otherwise mutually agreed to in writing. Only additional installations, repairs, and/or disposals requested by the County will be authorized for payment.

1.4 Modifications

Any modifications or deviations from the original work plan, written, or detailed technical specifications must be pre-approved prior to construction by the County.

END OF SECTION

II. SECTION 2 - PRE-CONSTRUCTION MEETING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. Pre-Construction Meeting

1.2 LOCATION

A. A central site designated by the County Project Manager.

B. Attendance:

1. Manatee County Project Manager or their designee.
2. The Contractor's Superintendent.
3. Others as appropriate.

C. Suggested Agenda:

1. Distribution and discussion of:
 - a. List of major subcontractors and suppliers.
 - b. Projected Construction Schedules, including critical working sequencing.
2. Major equipment deliveries and priorities.
3. Project Coordination.
4. Channels and procedures for communication.
 - a. Designation of responsible personnel.
5. Procedures and processing of:
 - a. Field decisions.
 - b. Proposal requests.
 - c. Submittals and shop drawings.
 - d. Change Orders.

- e. Applications for Payment.
 - f. Bulletins
6. Distribution of the Contract Documents.
 7. Rules and regulations governing performance of work.
 8. Procedures for maintaining Record Documents.
 9. Use of Premises:
 - a. Office, work, staging, and storage areas.
 10. Construction facilities, controls and construction aids.
 11. Temporary Utilities.
 12. Safety and First-Aid procedures.
 13. Housekeeping procedures.
 14. Distribute meeting minutes within three (3) days.

END OF SECTION

III. SECTION 3 - SUBMITTALS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes: Submit to the County Project Manager, shop drawings, product data, certifications and samples required by the Technical Specifications.
- B. Related Sections:
 - 1. Individual submittals required: refer to each specific section, for certifications, shop drawings, product data and sample requirements.
- C. The Contractor shall allow a minimum of (1) week for review of submittal by the County Project Manager (in calendar days).

1.2 PRODUCT DATA

- A. Submit two copies of product data such as catalog cuts, brochures or manufacturer's sheets to the County Project Manager.
- B. Modify product data sheets to delete information which is not applicable to the Project. Provide additional information if necessary to supplement standard information.

1.3 CERTIFICATIONS

- A. Provide certifications as required by various technical sections on the Contractor's letterhead stationary. Certifications shall be identified to this Project, dated and bear Contractor's signature in the same format used for the County/Contractor agreement.
- B. Clearly identify the materials referenced and state that the material and the intended installation methods, where applicable, are in compliance with the Contract Documents. Attach manufacturer's affidavits where applicable.
- C. The Contractor shall submit (1) original and (1) copies to the County Project Manager. The County Project Manager will return (1) sets to the Contractor after review.

1.4 MANDATORY SUBMITTALS

- A. Pile Driving Sequential Layout:
 - 1. Submit layout drawings showing the proposed sequence of driving the piles.
 - 2. On the sequential layout, show each pile identification as indicated on the Contract Drawings, its driving sequence number, type, size, load bearing capacity and pile tip elevation planned.

- B. Pile Driving Record: Maintain a pile driving record during pile driving and submit it to the Project Engineer upon completion of pile driving. On the record indicate, for each pile driven, the information specified in C above, and the following: type and rating of driving equipment, overall blow count per foot, number of blows per inch penetration for the last 12 inches, and any unusual conditions encountered during driving.

- C. Equipment Review and Drawings:
 - 1. Submit complete list of the equipment proposed for use, including a description of the characteristics of each piece of driving equipment.
 - a. The Project Engineer will review the proposed driving equipment, accessories, and methods of adequacy for the conditions expected to be encountered. However, the adequacy of the equipment and accessories shall remain the responsibility of the Contractor. Should the equipment used by the Contractor prove inadequate to drive the scheduled types of piles in the locations indicated, or should the use rate of accessories show damage to the piles, or should the Progress Schedule not be maintained, the Contractor shall replace, or use different types of equipment.
 - 2. Submit shop drawings of driving accessories showing compatibility with the size configuration, handling, and requirements of each type of pile indicated on the Contract Drawings.
 - 3. Submit shop drawings showing the methods and equipment proposed for loading test piles.

- D. Submit data on round timber pile treatment data, including certification by treating plant stating type of preservative solution and pressure process used, net amount of preservation retained, and compliance with applicable standards.

- E. Provide product data for crossmen and other timber support members such as name of supplier and test data for sectional properties to include maximum bending stress and modulus of elasticity.

END OF SECTION

IV. SECTION 4 - DAILY CONSTRUCTION AND INSTALLATION REPORTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. Requirements for Daily Construction and Installation Reports by each Contractor.

1.2 FORM AND CONTENT OF DAILY CONSTRUCTION AND INSTALLATION REPORTS

A. Daily Construction Reports shall be submitted by Contractor performing work on the project. Forms to be used will be furnished by the County at the preconstruction meeting, or copies can be made from this section. Items to be addressed on the Report are:

1. Title of Project
2. Name of Contractor
3. Date and day of Report information.
4. Contract designation.
5. Note any major Shipments received on that particular day.
6. Note major equipment used that day.
7. Note manpower used, and designate what trades. For example, if you were the mechanical contractor, you would also list how many insulators, pipefitters, etc., that you were also managing, even if they were subcontractors. In addition, list the names of the subcontractors that were on-site that day.
8. Note any deficiencies in your work, and corrective actions taken to resolve the deficiencies.
9. Note any safety violations discovered, whether or not caused by your forces.
10. Provide a full description of work performed that day, and any problems or unusual conditions discovered.
11. Report is to be signed by the authorized representative of the contractor, and should the signature not be legible, print the name of the signer next to the signature.

- B. Installation Reports shall be submitted by Contractor performing work on the project. Forms to be used will be furnished by the County at the preconstruction meeting, or copies can be made from this section. Items to be addressed on the Report are:
1. Title of Project
 2. Name of Contractor
 3. Date and time of installation to document the tidal and substrate conditions
 4. Location of piling in latitude / longitude referenced to World Geodetic System 1984 (WGS84) map datum
 5. Type of anchor and down line system and method of pile installation
 6. The Contractor Maintain a pile driving record during pile driving and submit it to the Project Engineer upon completion of pile driving. On the record indicate, for each pile driven and the following: overall blow count per foot, number of blows per inch penetration for the last 12 inches, and any unusual conditions encountered during driving.
 7. The Contractor shall mark each piling at 12-inch intervals prior to installation to monitor their depth during installation. The Contractor shall provide the following information for each piling to the County and engineer approval: top of sediment depth, water surface depth, bottom of sign depth, and top of installed pile depth.
 8. Note any deficiencies in your work, and corrective actions taken to resolve the deficiencies.
 9. Note any safety violations discovered, whether or not caused by your forces.
 10. Provide a full description of work performed that day including photo documentation as well as any problems or unusual conditions discovered.
 11. Report is to be signed by the authorized representative of the contractor, and should the signature not be legible, print the name of the signer next to the signature.

1.3 SCHEDULE OF SUBMITTING DAILY AND INSTALLATION REPORTS

- A. Daily and Installation Reports are to be submitted at the designated location described in the pre-construction meeting. Contractors are to submit the original of their report, and should keep a copy for their records.

V. SECTION 5 - ENVIRONMENTAL PROTECTION

PART 1 - GENERAL

1.1 SCOPE

The scope of this Section consists of providing and maintaining environmental protection during all phases of the installation in compliance with all Federal, State, and local regulations and permit requirements pertaining to the prevention and control of pollution.

1.2 ENVIRONMENTAL PROTECTION PLAN

The Contractor shall be responsible for the preparation and submission of an environmental protection plan. After the contract is awarded and prior to commencement of any work, the Contractor shall meet with the County and discuss the proposed plan. The meeting shall develop mutual understanding relative to details of environmental protection, including the Contractor's plan for erosion and turbidity control, plan for the stock piling and disposal of material, required reports and measures to be taken should the Contractor fail to provide protection in adequate and timely manner. The Contractor shall submit for approval the proposed environmental protection plan not more than 14 days after the meeting.

1.3 PROTECTION of WATER RESOURCES

It is intended that the natural resources outside the limits of permanent work performed under the contract be preserved in their existing condition. The Contractor shall confine all activities to areas defined by the drawings and/or contract documents. The Contractor shall not discharge or permit the discharge into waters of any fuels, oils, bitumen, garbage, sewage, or other materials that may be detrimental to outdoor recreation. All work shall be performed in such a manner that objectionable conditions will not be created in waters through or adjacent to the project area. If a violation is noted during construction, all work shall cease until the condition is corrected by the Contractor.

1.4 TURBIDITY CONTROL

The Contractor shall employ adequate silt containment equipment and/or procedures during excavation and construction to control turbidity of the adjacent waters to within the limits required by Federal, State and local laws and/or permit requirements.

The barrier shall remain in place following completion of construction until the quality of the water within the confined area conforms to that of the adjacent water.

1.5 FISH & WILDLIFE RESOURCES

The Contractor shall at all times perform all work and take such steps required to prevent any interference or disturbance to fish and wildlife. The Contractor shall not be permitted to significantly disturb native habitat adjacent to the project area that are critical to fish and wildlife except as may be indicated or specified.

END OF SECTION

VI. SECTION 6 – PILES, SIGNAGE AND BUOYS INSTALLATION

PART 1 - GENERAL

1.1 DESCRIPTION

The following technical specifications cover the installation, repair, and removal of piles buoys, and signs involved in this contract. Work under this contract will be limited to the specific markers shown on the attached plans or contract addenda or change orders.

1.2 PRODUCTS

- A. Round Timber Piles; Piles shall be Southern Pine or Douglas Fir and shall conform to ASTM D 25, unused, clean peeled, uniformly tapered, one piece from butt to tip.

Pile Specifications per ASTM D25					
Species	Pile Length [ft]	Butt Diameter* [in.]	Butt Circum. [in.]	Tip Diameter* [in.]	Tip Circum. [in.]
Southern Pine	35	10	31	5.7	18
	40			5.4	17
	35	12	38	8.0	25
	40			7.6	24
Douglas Fir	35	10	31	5.1	16
	40			5.1	16
	35	12	38	6.7	21
	40			6.4	20

* Diameters are approximate. Other lengths not indicated above shall have specifications per ASTM D 25.

- B. Treated Wood Timber Piles: Standard treated wood timber piles shall be at least 10” in diameter unless otherwise indicated. For salt or brackish water applications, the timber piles shall be pressure treated in accordance with AWP A C3 and C18 (Marine piles or dual treatment) with Chromated Copper Arsenate (2.50), and for freshwater applications, the timber piles shall be pressure treated with Chromated Copper Arsenate (0.80), Alkaline Copper Quaternary (0.80), or Ammoniacal Copper Zinc Arsenate (1.0). Preservation for salt or brackish water applications shall be per AWP A Use Category (UC) Designation 5C.
- C. Timber Framing: Timber framing and support members shall be a minimum of No. 1 Dense or Select Structural per SPIB grading and AWC National Design Specifications.
- D. Treated Crossmen: Either 2” x 4” or 4”x4” wood crossmen shall be treated with Chromated Copper Arsenate (0.60), Alkaline copper quat. (0.60), or Ammoniacal copper zinc arsenate (0.60), and for freshwater applications, the crossmen shall be treated with Chromated Copper Arsenate (0.40), Alkaline copper quat. (0.40), Ammoniacal copper zinc arsenate (0.40), Copper Azole (0.21), or Copper boron azole (0.41)
- E. Pile Caps: All piles shall be capped with plastic pointed black caps.

- F. Fabrication: Field-Applied Wood Preservative: Treat field cuts, holes, and other penetrations in accordance with AWPA M4.
- G. Panel sizes: Sign panels will typically be 3' x 4', 4' x 6' or 5' x 7'. Waterway marker signs will be provided by the County, if the signs are furnished by the Contractor the following specifications apply. The County will provide the Contractor with sign graphics and a list to ensure accuracy in sign sizes and numbers of each sign ordered. The Contractor will verify that signs have been delivered in good condition and contain the following lettering: Black block 1" lettering stating the permit number shall appear on the lower left and the rule/ordinance number shall appear on the lower right. If needed, the verbiage "Manatee Zone" or "Boating Safety Zone" shall be black block 3" lettering. Regulatory lettering (example: Slow Speed Minimum Wake, Idle Speed No Wake, and Resume Normal Safe Operation) shall be black block lettering and centered within sign panel. Unless specifically requested, the verbiage "Manatee Zone" or "Boating Safety Zone" shall not appear on signs stating "Resume Normal Safe Operation".
- H. Private Aids to Navigation (channel markers/day beacons): Signs will be provided by the County, if the signs are furnished by the Contractor the following specifications apply. Red and green channel markers will meet or exceed the U. S. Coast Guard requirements found in Title 33, Code of Federal Regulations and will be used to mark a channel on navigable waters. The contractor shall not impact the reflective surfaces or numbers of the day beacons when drilling mounting holes. Private Aids to Navigation panels are typically manufactured in the following sizes:
- Red channel markers: 36" isoceles triangle
 - Green channel markers: 24" x 24" square
- I. 13" Diameter x 62" or 13" Diameter x 80" High Buoys: Buoys will be provided by the County, if the buoys are furnished by the Contractor the following specifications apply Buoy shall be 9" diameter spar buoys equipped with a stainless eye and a 3" wide reflective high intensity orange band around both the top and bottom. The Contractor will verify that buoys have been delivered in good condition, are the correct size, and contain the correct lettering, permit, and rule numbers, as identified on the waterway marker plans.

1.3 MANUFACTURER'S RECOMMENDATIONS

- A. Except as otherwise approved by the County Project Manager, comply with manufacturer's recommendations on product handling, storage and protection.

1.4 TRANSPORTATION AND HANDLING

- A. The Contractor shall be responsible for the transportation of all materials and equipment furnished under this contract whether furnished by the Contractor or the County. Unless otherwise noted, the Contractor shall also be responsible for loading, receiving and off-loading at the site all material and equipment installed under this Contract, whether furnished by the Contractor or the County.
- B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

- C. Maintain packaged materials with labels and packaging intact until the time of use.
- D. Promptly remove damaged material and unsuitable items from the job site, and promptly replace with material meeting the specified requirements, at no additional cost to the County.
- E. The County Project Manager may reject as non-complying such material and products that do not bear identification satisfactory to the County Project Manager as to manufacturer, grade quality, and other pertinent information.
- F. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
- G. Handling, storage and field fabrication, including treating of cut ends, shall be in accordance with AWPA M4.

1.5 STORAGE

- A. The Contractor shall be responsible for the proper storage of all materials, supplies, and equipment to be installed under this Contract. Materials stored on site but not adequately protected will not be included in estimates for payment. Except for materials stored within designated and approved storage sheds, vans, or trailers, the Contractor shall not bring onto nor store in any manner at the site any materials and equipment which will not be incorporated into the permanent Work within seven (7) days from the delivery date. The Contractor shall be responsible for arranging and paying for the use of property off the site for storage of materials and equipment as may be required.

1.6 REPAIRS AND REPLACEMENTS

- A. In event of damage, promptly make replacements and repairs to the approval of the County Project Manager and at no additional cost to the County.
- B. Additional time required to secure replacements and to make repairs will not be considered by the County Project Manager to justify an extension in Contract Time of Completion.

PART 2 – EXECUTION

2.1 INSTALLATION

- A. Pile Driving Equipment: Pile-driving equipment shall be of a size and type to deliver consistently effective dynamic energy suitable for the type and capacity of the piles to be driving and the material into which they are to be driven.
- B. Pile Driving: Piles shall be carefully handled with no sudden dropping, breaking of outer fibers, bruising, or penetration of the surface with tools. Bolt holes shall be bored 1/8" larger than the diameter of the bolt. Punching or drilling holes will be allowed when necessary to permit piles to pass through those strata and reach

required penetration. Blasting of holes for the piles is not permitted. The Contractor shall drive all piles continuously and without voluntary interruption. After driving and back-driving, the Contractor shall cut piles at the cutoff grade line, and the surplus material shall be removed from the work site. Any piles requiring excessive bending in order to frame properly shall be withdrawn and re-driven to the proper batter. Driving batter piles vertically and then pulling them into position is not permitted. Piles shall not be installed by excavating then backfilling and compacting. Minor adjustment (less than 3° to vertical) is allowed after pile installation; however, the Contractor is fully responsible to ensure soil has settled around the pile so that no listing will occur. Piles damaged, not located in the proper location, or driven out of alignment shall be withdrawn and replaced by new piles or shall be cut off at the mud-line and additional piles installed as directed, all without additional cost to the County.

If the contract allows or engineer approves, the contractor may use water jets for pile installation. Use enough jets with enough water volume and nozzle pressure to freely erode material next to the pile without affecting lateral stability of the completed pile.

Pilings shall penetrate at least 8 feet of sand and/or shell, or at least 10 feet or more of mud, as appropriate to support the marker. If rock is encountered, predrilling of the pile hole and /or a pile shoe may be required. If any auguring or punching method is deemed necessary to install piling into rock or hard substrate, the method must first be approved by the County. If these methods require grouting, the materials and methodology must also be approved by the County. Pilings shall not be connected, or joined together to lengthen.

Assemblies not completed at the end of each work day must be marked and made visible to day and nighttime waterway traffic. However, no more than two (2) pile assemblies (single or double) may be left unfinished at the end of each work day.

- C. Pile Caps: Unless otherwise indicated, marker installations identified in the Work Plan, whether new or modified, are required to be capped with plastic pointed black caps attached with a minimum of four (4) 1.5" stainless steel screws (or County pre-approved equivalent) and be even with the top edge of the sign to $\pm 6"$. The cap shall fit the pile naturally without having to modify the pile cap in any fashion to forcefully fit the pile diameter (e.g. splitting a cap to fit a larger diameter pile than the cap was designed to fit).
- D. Reflective Tape on Piles: The Contractor shall supply two (2) 6" wide bands of 3M High Intensity white reflective tape with pressure sensitive backing and place them around each pile with a minimum of a 1" lap (the entire 6" width of the tape), with the first band installed 6" from the bottom of the sign and the second band 8" below the bottom of the first band. If the tape is delaminated, cracked, checked, weathered, or abraded so as to have a brittle or roughened surface, it must be replaced. If any tape is to be applied to existing piles, the old tape shall be completely removed, appropriately disposed of and replaced with new reflective tape. For wood piles, all tape shall be firmly secured with a minimum of four (4) stainless steel staples at least 3/8" in length.
- E. Pile Wrap: The Contractor shall wrap the piles with a UV resistant PVC heat shrink wrap by Shoreline Plastics or equivalent to ensure a seamless and

watertight application. The wrap shall protect the piling from marine organisms, UV damage, and wear and tear. The UV wrap shall begin 8 feet from the bottom of the piling for a minimum of 15 feet. Longer sections of UV wrap may be required and will be determined by water depth.

- F. Signs: The Contractor shall not impact the message area or reflective surfaces of the sign when drilling holes in the signs, or split the ends of the 2" x 4" or 4" x 4" crossmen timbers on the backs of signs. The Contractor will replace, at its own expense, any signs that it damages during the delivery and installation process.
- G. Double Pile Signs 4'x6' and 5'x7': All installations of 4' x 6' and 5' x 7' signs shall be mounted on two 10" diameter (or larger) standard treated timber pilings. Signs shall be drilled and fastened by penetration of each post by two (2) type 304 5/8" stainless steel through bolts, which must not extend more than 1" or less than 1/2" beyond type 304 stainless steel hex-nut, stainless steel lock washers, and stainless steel flat washers. A nylon flat washer will be placed between stainless steel fasteners and aluminum signs to prevent bi-metallic corrosion. All fasteners shall be vandal proofed. Timber 4" x 4" crossmen shall be installed at the top on the back of all signs and 2" x 4" crossmen at the bottom of the sign, so that the sign will be slanted out, all in accordance with the waterway marker plan details. For sign installations that are double faced (front and back), the through bolt must extend from front to back sign, through crossmen and pilings. Sign shall be drilled and fastened to crossmen with 3/8" stainless steel lag bolts, stainless steel lock washers, and stainless steel flat washers adjacent to the four corners of the sign, as shown on the double pile sign detail. A nylon flat washer will be placed between stainless steel fasteners and aluminum signs to prevent bi-metallic corrosion. All fasteners shall be vandal proofed.
- H. Single Pile Sign 3'x4': All installations of 3' x 4' signs shall be mounted on one 10" diameter (or larger) standard treated timber piling. Signs shall be drilled and fastened by penetration of the post by two (2) type 304 stainless steel 3/4" through bolts, which must not extend more than 1" or less than 1/2" beyond type 304 stainless steel hex-nut, stainless steel lock washer, and stainless steel flat washer. A nylon flat washer will be placed between stainless steel fasteners and aluminum signs to prevent bi-metallic corrosion. All fasteners shall be vandal proofed. Timber 4" x 4" crossmen shall be installed at the top on the back of all signs and 2" x 4" crossmen at the bottom of the sign, so that the sign will be slanted out, all in accordance with the plan details. For sign installations that are double faced (front and back), the through bolt must extend from front to back sign, through crossmen and piling. Sign shall be drilled and fastened to crossmen with 3/8" stainless steel lag bolts, stainless steel lock washers, and stainless steel flat washers adjacent to the four corners of the sign, as shown on the single pile sign detail. A nylon flat washer will be placed between stainless steel fasteners and aluminum signs to prevent bi-metallic corrosion. All fasteners shall be vandal proofed.
- I. Channel Marker Sign (SG1 and TR-1): All installations of 3' x 3' and 2' x 2' channel marker signs shall be mounted on one 10" diameter (or larger) standard treated timber piling. Signs shall be drilled and fastened by penetration of the post by two (2) type 304 stainless steel 5/8" through bolts, which must not extend more than 1" or less than 1/2" beyond type 304 stainless steel hex-nut, stainless steel lock washer, and stainless steel flat washer. A nylon flat washer will be placed between stainless steel fasteners and aluminum signs to prevent bi-metallic corrosion. All fasteners

shall be vandal proofed. Timber 4" x 4" crossmen shall be installed at the top on the back of all signs and 2" x 4" crossmen at the bottom of the sign, so that the sign will be slanted out, all in accordance with the plan details. For sign installations that are double faced (front and back), the through bolt must extend from front to back sign, through crossmen and piling. Sign shall be drilled and fastened to crossmen with 3/8" stainless steel lag bolts, stainless steel lock washers, and stainless steel flat washers adjacent to the four corners of the sign, as shown on the single pile sign detail. A nylon flat washer will be placed between stainless steel fasteners and aluminum signs to prevent bi-metallic corrosion. All fasteners shall be vandal proofed.

- J. Traditional Buoy Mooring System: The mooring line shall consist of 5/16" stainless anchor chain connecting to the anchor point and the buoy eye. A 5/16" bolt shackle shall be used at both the buoy and the anchor point. The length of the chain should be twice of the water depth (MLLW) plus 2 ft (normal tidal fluctuation MHWL-MLLW). All stainless steel shall be grade 304.
- L. Soft Bottom Anchor System: A 36"x36"x10" (WxWxH) concrete block with a minimum dry weight 1100 pounds shall be embedded into the seabed with a depth of 20 inches. The block bail shall be fabricated from carbon steel and the tensile strength of the concrete shall be 3000 psi minimum. Locally dredge or excavate to allow for anchor block installation. After installation of the anchor block the dredge or excavate shall be refilled and flush with mudline.
- M. Hard Bottom Anchor System: Four 36"x36"x10" (WxWxH) concrete blocks (minimum dry weight 1100 pounds each) or equivalent shall be placed on the hard bottom. The concrete blocks shall be chained together in series to provide sufficient lateral resistance.
- N. Subaqueous Utilities: The Contractor shall be responsible for locating all subaqueous utilities within the project area. In the event the utilities are damaged, the Contractor shall restore to match existing conditions and notify the County and pertinent utility company immediately.

2.2 MAINTENANCE

Damaged or Displaced Piles: Piles that are cracked, split, or otherwise damaged beyond repair must be removed and replaced with new piles in accordance with these specifications, unless otherwise directed in Work Plan. Piles that have been moved from vertical position and are not damaged must be straightened to an upright position. A pile that remains loose after straightening may indicate that the portion of the pile located beneath the water surface has been damaged or decayed and will require removal and/or replacement. Any damage observed on a pile that was to be straightened to an upright position shall be reported in the Marker Records.

Pile Removal: Steel, timber, composite or concrete piles shall be removed by the Contractor at the locations indicated in the Work Plan. Wood piles are typically 10" diameter, and composite piles are typically 8" – 10" in diameter. If they exist, steel and concrete pile diameters will be obtained by County and described in the Work Plan, however, it can be assumed they have been drilled or jetted into the bottom. The Contractor shall make every effort to remove each pile in it's entirely by pulling or using a jet pump. Should the Contractor be unable to remove a pile, it may be cut, but the cut must occur at or below the mud line. If removal by cutting is required,

the Contractor shall record the location and certify that the pile was cut at or below the mud line.

Cleaning Of Signs: Signs that are soiled with fecal matter, marine residue, mold, mud, or other matter will be cleaned to bring them back into compliance with uniform waterway marker standards. The Contractor shall use methods that will not damage existing reflective sign panels, tape, fasteners, piles, or other sign elements. Any chemicals, soaps, or other materials must be free of phosphates, ammonia, sodium hypochlorite, chlorinated solvents, petroleum distillates, or lye. Cleaners must also be biodegradable and must be safe for the marine environment in accordance with Florida Department of Environmental Protection Rules and Regulations. The Contractor shall submit all Material Safety Data Sheets (MSDS) to the County for approval prior to use of any chemicals or soaps. If pressure washing systems are used, the Contractor shall protect reflective coverings, tape or other elements that could be damaged or become dislodged during cleaning. The Contractor should avoid the use of abrasive cleaners that could damage the finish of sign panels. Any damage caused by cleaning methods employed by the Contractor shall be repaired at no cost to the County.

Cleaning Of Buoys: Buoys that are soiled with fecal matter, marine residue, mold, mud, or laden with marine life will be cleaned to bring them back into compliance with uniform waterway marker standards. The Contractor shall use methods that will not damage materials, fasteners, or other marker elements. Any chemicals, soaps, or other materials must be free of phosphates, ammonia, sodium hypochlorite, chlorinated solvents, petroleum distillates, or lye. Cleaners must also be biodegradable and must be safe for the marine environment in accordance with Florida Department of Environmental Protection Rules and Regulations. The Contractor shall submit all Material Safety Data Sheets (MSDS) to the county for approval prior to use of any chemicals or soaps. If pressure washing systems are used, the Contractor shall protect reflective coverings, tape, or other elements that could be damaged or become dislodged during cleaning. The Contractor should avoid the use of abrasive cleaners that could damage the finish of sign panels. Any damage caused by cleaning methods employed by the Contractor shall be repaired at no cost to the County.

Annual/Semi-Annual/Bi-Annual Inspection: At the discretion of the County, a request for the Contractor to establish an inspection schedule for each marker owned and/or managed by County within a given geographic area. This may include any or all markers under management of County, such as private aids to navigation, piles, sign panels, buoys, and mooring / anchor system. "Inspection" includes a thorough check of all marker hardware (assessing for wear, checking the buoy connection to the down line or chain, and replacing hardware, as needed) and performing basic maintenance according to the specifications identified in the Work Plan. The Contractor shall complete and submit Marker Records which identify the results of the inspection and all work performed to help County determine future needs for marker replacement.

2.3 TESTING AND QUALITY ASSURANCE

A. Test Piles

1. The Contract Drawings indicate the required type of piling and the minimum penetration.
2. Test piles shall be ordered and driven at the request of the County. A County representative must be provided due notice for scheduled testing and must

be present during execution for acceptance. Safe bearing and shear strength capacities of the test piles will be determined by methods herein specified.

3. The Contractor will take the necessary measures to ensure that test samples are gathered and stored with care to maintain sample integrity and avoid damage or loss of usefulness.
4. Based on test pile data and behavior and the subsurface exploration data, the County may acquire a professional opinion of a Design Engineer for the penetration required. The Design engineer may also determine the required penetration based upon settlement criteria or any other factors which in the opinion of the Design Engineer are applicable to the work. Submit the final data to the County for evaluation.

B. Drive pile Capacity

1. The ultimate pile capacity will be determined by the Design Engineer under direction of the County. Drive piles with approved driving equipment to the ordered length or other lengths necessary to obtain the required ultimate pile capacity. Jetting, predrilling or other methods to facilitate pile penetration shall not be used unless specifically permitted by the Design Engineer.
2. Penetration per blow may be measured either during initial driving or during re-driving following a set period of time as determined by the Design Engineer.
3. Practical Refusal: Practical refusal will be determined by the Design Engineer, and will be a condition where the blow count exceeds either two times the number of blows required in 1 foot or three times the number of blows required in 3 inches to achieve the required bearing value, not to exceed 5 blows per inch. Piles reaching practical refusal shall not be driven further.

C. Pile Load Tests for Piles under Axial and Lateral Loading

D. Anchor pulling Tests

1. In order to confirm the anchor pulling out capacity, a load test shall be carried out for selected both the soft bottom (embedded concrete block anchor) and hard bottom (concrete block placing over the hard bottom) under normal tidal conditions.
2. The load test shall be in the order of 1.25 times the design load, which is approximate 900 pounds. The shape of the mooring line shall be maintained approximately slope 2:1 during the load test. The loading duration should be at least 1 minutes.
3. A load test report should be prepared by the Contractor and submitted to County for approval.

END OF SECTION

VII. SECTION 7 - CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Provide an orderly and efficient transfer of the completed Work to the County.

1.2 QUALITY ASSURANCE

- A. Prior to requesting inspection by the County Project Manager, use adequate means to assure that the Work is completed in accordance with the specified requirements and is ready for the requested inspection.

1.3 PROCEDURES

- A. Substantial Completion:
1. When Contractor considers the entire work ready for its intended use, Contractor shall notify County Project Manager in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that County Project Manager issue a Certificate of Substantial Completion.
 2. Within a reasonable time after receipt of the request, the County Project Manager will inspect to determine status of completion.
 3. Should the County Project Manager determine that the Work is not substantially complete:
 - a. The County Project Manager promptly will so notify the Contractor, in writing, giving the reasons therefore.
 - b. Remedy the deficiencies and notify the County Project Manager when ready for re-inspection.
 - c. The County Project Manager will re-inspect the Work.
 4. When the County Project Manager concurs that the Work is substantially complete:
 - a. The County Project Manager will prepare a "Certificate of Substantial Completion", accompanied by the Contractor's list of items to be completed or corrected, as verified by the County Project Manager.
 - b. The County Project Manager will submit the Certificate to the County and to the Contractor for their written acceptance of the responsibilities assigned to them in the Certificate.

- B. Final Completion:
1. Verify that the Work is complete.
 2. Certify that:
 - a. Contract Documents have been reviewed.
 - b. Work has been inspected for compliance with the Contract Documents.
 - c. Work has been completed in accordance with the Contract Documents.
 - d. Equipment and systems have been tested as required, and are operational.
 - e. Work is completed and ready for final inspection.
 3. The County Project Manager will make an inspection to verify status of completion.
 4. When the County Project Manager determines that the Work is acceptable under the Contract Documents, he will request the Contractor to make closeout submittals.
- C. Closeout submittals include, but are not necessarily limited to:
1. Daily Construction and Installation Reports
 2. Warranties
 3. Spare parts and materials extra stock.
 4. Evidence of payment and release of liens.

END OF SECTION