



## INVITATION FOR BID IFB #12-1926-DS

### THE ROOKERY AT PERICO PRESERVE

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

#### **NON-MANDATORY INFORMATION CONFERENCE**

In order to insure that all prospective bidders have sufficient information and understanding of the County's needs, an Information Conference will be held **The Information Conference will take place at 9:00 AM July 13, 2012, in the Purchasing Conference Room, 1112 Manatee County, Suite 803, Manatee Avenue West, Bradenton Florida. Attendance is not mandatory for the Information Conference, but is highly encouraged.**

The Guided Site Visit will commence (at 10:45 AM) on July 13, 2012 at the Perico Preserve site located on Perico Island in West Bradenton, on the north side of Manatee Ave (SR64) with Sections 22, 26, and 27, Township 34 South, Range 16 East in Manatee County, Bradenton Florida.

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

**DEADLINE FOR CLARIFICATION REQUESTS:**      **July 25, 2012 at 3:00 PM**  
(Reference Bid Article A.06)

**TIME AND DATE DUE:**    **August 3, 2012 at 2:00 pm**  
Manatee County Purchasing, 1112 Manatee Avenue West, Bradenton, FL 34205

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

#### **FOR INFORMATION CONTACT:**

**Donna M. Stevens (941) 749-3045      [donna.stevens@mymanatee.org](mailto:donna.stevens@mymanatee.org)**

AUTHORIZED FOR RELEASE: 

SMM

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SECTION 00010  
**INFORMATION TO BIDDERS**

**A.01 OPENING LOCATION**

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

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

**A.02 SEALED & MARKED**

**One original and two copies** of your **signed bid** shall be submitted in one **sealed** package, clearly marked on the outside **"Sealed Bid #12-1926-DS, The Rookery at Perico Preserve"** with your company name.

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

**A.03 SECURING OF DOCUMENTS**

Complete individual copies of the bidding documents for the project and/or products can be obtained free of charge at the Manatee County Purchasing Division located at: 1112 Manatee Avenue West Suite 803, Bradenton, FL 34205; or by calling the phone number **941-749-3014**. Documents may be obtained between the hours of 8:00 AM to 4:00 PM Monday through Friday with exception of holidays. Complete set of the bidding document must be used in preparing bids. The County assumes no responsibility for errors and misinterpretations resulting from the use of incomplete sets of bidding documents.

**A.04 BID DOCUMENTS**

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

**A.04 BID DOCUMENTS (continued)**

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

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

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

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

**A.05 MODIFICATION OF BID SPECIFICATIONS**

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

**A.06 DEADLINE FOR CLARIFICATION REQUESTS**

**July 25, 2012 at 3:00 PM** shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the Invitation for Bids to the Manatee County Purchasing Division.

This deadline has been established to maintain fair treatment for all potential bidders, while maintaining the expedited nature of the Economic Stimulus that the contracting of this work may achieve.

**A.07 CLARIFICATION & ADDENDA**

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



**A.07 CLARIFICATION & ADDENDA (continued)**

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

**A.08 LOBBYING**

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

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

**A.09 UNBALANCED BIDDING PROHIBITED**

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

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

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

**A.10 FRONT END LOADING OF BID PRICING PROHIBITED**

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

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

**A.11 WITHDRAWAL OF OFFERS**

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

**A.12 IRREVOCABLE OFFER**

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

**A.13 BID EXPENSES**

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

**A.14 RESERVED RIGHTS**

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

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

**A.15 APPLICABLE LAWS**

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

**A.16 COLLUSION**

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

A.16 COLLUSION (continued)

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

A.17 CODE OF ETHICS

With respect to this bid, if any Bidder violates, directly or indirectly, the ethics provisions of the Manatee County Purchasing Code and/or Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes Chapter 112, Part II, Code of Ethics for Public Officers and Employees, such Bidder will be disqualified from eligibility to perform the work described in this Request for Bid, and may also be disqualified from furnishing future goods or services to, and from submitting any future bids or bids to supply goods or services to, Manatee County.

By submitting a bid, the Bidder represents to the County that all statements made and materials submitted are truthful, with no relevant facts withheld. If a Bidder is determined to have been untruthful in its bid or any related presentation, such Bidder will be disqualified from eligibility to perform the work described in this Request for Bid, and may also be disqualified from furnishing future goods or services to, and from submitting any future bids to supply goods or services to, Manatee County.

A.18 BID FORMS

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

**A.19 LEGAL NAME**

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

**A.20 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES**

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

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

**A.21 DISCOUNTS**

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

**A.22 TAXES**

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

A.23 DESCRIPTIVE INFORMATION

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

A.24 AMERICANS WITH DISABILITIES ACT

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

A.25 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

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

A.26 MBE/WBE

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

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

A.27 MATHEMATICAL ERRORS

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

**A.28 DISCLOSURE**

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

Bids become subject to disclosure 30 days after the Opening or if a notice of intended award decision is made earlier than this time as provided by Florida Statute 119.071(1) (b). No announcement or review of the offer shall be conducted at the public opening. If the County rejects all offers and concurrently notices its intent to reissue the solicitation, initial offers are exempt until the County provides notice of its intended decision, or 30 days after the opening of the new offers.

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

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

**END OF SECTION A**

SECTION 00020  
**BASIS OF AWARD**

**B.01 BASIS OF AWARD**

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

**One schedule for Completion of the Work shall be considered. Only one award shall be made.**

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

Manatee County will not consider award to any contractor who has failed to meet the project completion date within the past five years.

Whenever two equal low, responsible, responsive, bids are received, award goes to the bid of the local bidder.

**B.02 SUBCONTRACTORS**

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

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



**B.03 QUALIFICATIONS OF BIDDERS**

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

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

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

**B.04 PREPARATION OF CONTRACT**

A written notice confirming award or recommendation thereof will be forwarded to the successful Bidder accompanied by the required number of unsigned counterparts of the Agreement. Within ten (10) days thereafter, successful Bidder shall sign and deliver the required number of counterparts of the Agreement with any other required documents to County. (Note: Contract must be approved in accordance with the Manatee County Code of Laws, Chapter 2-26, Manatee County Purchasing Ordinance and the Standard and Procedures approved by the County Administrator).

**B.05 INSPECTION OF SITE**

Inspection of the site is a requirement to be considered for award of this Contract. Prior to submitting a Bid Form, each bidder shall examine the site and all conditions thereon fully familiarizing themselves with the full scope of the project. Failure to become familiar with site conditions will in no way relieve the successful bidder from the necessity of furnishing any materials or performing any work that is required to complete the project in accordance with the plans and specifications. Site visit (s) shall be acknowledged in Section 00300, Bid Form page # 00300-1.

**END OF SECTION B**

SECTION 00030  
**GENERAL TERMS AND CONDITIONS OF THE CONTRACT**

**C.01 CONTRACT FORMS**

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

**C.02 ASSIGNMENT OF CONTRACT**

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

**C.03 COMPLETION OF WORK**

The Work will be completed and ready for final inspection within the specified calendar days from the date the Contract Time commences to run. One bid shall be considered based upon the **completion date of January 1, 2013**. Only one award shall be made.

**C.04 LIQUIDATED DAMAGES**

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

**C.05 PAYMENT**

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

**C.05 PAYMENT (continued)**

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

Time allowed for development of punch list:

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

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

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

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

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

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

**C.05 PAYMENT (continued)**

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

**C.06 RETAINAGE**

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

**C.07 WARRANTY AND GUARANTEE PROVISIONS**

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

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

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

**C.08 ROYALTIES AND PATENTS**

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

**C.09 AUTHORIZED PRODUCT REPRESENTATION**

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

**C.10 REGULATIONS**

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

**C.11 CANCELLATION**

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

**C.12 INDEMNIFICATION**

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

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

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

**C.14 INSURANCE**

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

a. Workers' Compensation/Employers' Liability

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

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

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

b. Commercial General Liability

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

General Aggregate:

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

c. Business Auto Policy

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

d. County's Protective Liability Coverage

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

**C.14 INSURANCE (continued)****e. Property Insurance**

**If this Contract includes** construction of or additions to above ground buildings or structures, Contractor shall provide "**Builder's Risk**" insurance with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).

**f. Installation Floater**

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

**g. Certificates of Insurance and Copies of Policies**

Certificates of Insurance in triplicate evidencing the insurance coverage specified in the six above paragraphs a., b., c., d., e., and f., shall be filed with the Purchasing Official before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the bid number, project title and location of project. Insurance shall remain in force at least one (1) year after completion and acceptance of the project by the County, in the amounts and types as stated herein, with coverage for all products and services completed under this Contract.

**ADDITIONAL INSURED:**

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

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

**C.14 INSURANCE (continued)**

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

1. The certificate holder shall be:  
**Manatee County, a political subdivision of the State of Florida**  
**P.O. Box 1000**  
**Bradenton, FL 34206-1000**
2. Certificate shall be mailed to:  
**Manatee County Purchasing Division**  
**1112 Manatee Avenue West, 8<sup>th</sup> Floor**  
**Suite 803**  
**Bradenton, FL 34205**  
**Attn: Donna M. Stevens**

**C.15 BID BOND/CERTIFIED CHECK**

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

**C.16 PERFORMANCE AND PAYMENT BONDS**

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



**C.16 PERFORMANCE AND PAYMENT BONDS (Continued)**

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

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

**C.17 NO DAMAGES FOR DELAY**

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

**C.18 NO INTEREST**

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

C.19 CONSTRUCTION OF CONTRACT

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

C.20 BE GREEN

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

**END OF SECTION C**

## SECTION 00100 BID SUMMARY

### D.01 THE WORK

The work included in this contract consists of the construction associated with the implementation of a habitat enhancement project entitled "The Rookery at Perico Preserve" as shown on the Construction Plans prepared by WilsonMiller Stantec dated May 2012 (Construction Plans).

The work includes earthwork, surveying, best management practices, construction of a new paved driveway, and construction of a freshwater pond within rookery island, construction of a new shell parking area, and restoration and re-vegetation of the temporary access, staging, and stockpiling areas.

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

The information provided in the Construction Plans and this Bid Summary is solely to assist the Contractor in assessing the nature and extent of the conditions that may be encountered during the completion of the work. Prior to bidding, all Contractors are directed to conduct any necessary investigations to arrive at their own conclusions regarding the actual conditions that may be encountered and shall base their bids on those conclusions.

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

The Contractor shall furnish all shop drawings, working drawings, labor, materials, equipment, tools, services and incidentals necessary to complete all work required by these Specifications, and as shown on the Construction Plans. The Contractor shall perform the work complete, in place and ready for continuous service and shall include any repairs, replacements, and/or restoration required because of damages caused prior to acceptance by the County.

### D.02 SUBCONTRACTORS, SUPPLIERS AND OTHERS

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

## SECTION 00100

**BID SUMMARY****D.02 SUBCONTRACTORS, SUPPLIERS AND OTHERS (continued)**

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

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

**D.03 BIDS**

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

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

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

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

The accuracy of the existing utility locations shown on the plans is approximate and without express or implied warranty. Each Bidder may, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which

**SECTION 00100**  
**BID SUMMARY**

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

Bidder deems necessary to determine his Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents. County will provide each Bidder access to the site to conduct such explorations and tests.

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

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

**D.05 MATERIALS AND WORKMANSHIP**

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

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

**D.06 REGULATIONS AND MATERIAL DISPOSAL**

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

**D.07 PROJECT CLOSE-OUT**

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

**SECTION 00100  
BID SUMMARY**

**D.07 PROJECT CLOSE-OUT (Continued)**

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

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

**D.08 DISCRETIONARY WORK**

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

**D.09 PROGRESS REQUIREMENTS**

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

**END OF SECTION D**

## SECTION 00150

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) Whenever a responsible local business bidder and a responsible non-local business bidder are found, upon the opening of bids, to have both submitted the lowest responsive bid, the bid of the local bidder shall be awarded the Contract. Should more than one responsible local business bidder match the responsible non-local business bidder's lowest responsive bid, or should no responsible local business bidder match the lowest responsive bid but two (2) or more responsible non-local business bidders submit lowest responsive bids for equal amounts, then the award of the Contract shall be determined by a chance drawing, coin toss, or similar tie-breaking method conducted by the Purchasing office and open to the public. Any bidders seeking to be recognized as local businesses for purposes of this local business preference provision may be required by the terms of the bid announcement to certify they meet the definition of local business set forth in this section, and to register as a local business with the County in the manner prescribed by the County to facilitate the County's ability to track the award of Contracts to local businesses and to allow the County to provide future notifications to its local businesses concerning other bidding opportunities.
- (b) Nothing herein shall be deemed to prohibit the inclusion of requirements with respect to operating and maintaining a local place of business in any Invitation For Bids when the bidder's location materially affects the provisions of the services or supplies that are required by the Invitation.
- (c) **Local business is defined as a business legally authorized to engage in the sale of the goods and/or services to be procured, and which certifies within its bid that for at least six (6) months prior to the announcement of the solicitation of bids it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one (1) full-time employees at that location.**
- (d) **Each solicitation for bids made by the County shall contain terms expressly describing the local business preference policies of the County, and shall provide that by electing to submit a bid pursuant to a request for bids, all bidders are deemed to understand and agree to those policies.**
- (e) For all Contracts for architecture, professional engineering, or other professional services governed by Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, the County shall include the local business status of a firm among the factors considered when selecting which firms are "most highly qualified." In determining which firm is the "most qualified" for purposes of negotiating a satisfactory Contract, preference shall be given to a local business where all other relevant factors are equal.
- (f) Local preference shall not apply to the following categories of Contracts:



1. Goods or services provided under a cooperative purchasing agreement or similar "piggyback" Contract;
2. Contracts for professional services subject to Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, except as provided for in subsection (e) above;
3. Purchases or Contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
4. Purchases or Contracts made pursuant to a non-competitive award process, unless otherwise provided by this section;
5. Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the County commission or County administrator, or where such suspension is, in the opinion of the County attorney, required by law.

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

1. Has not within the five (5) years prior to the bid announcement admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law, or a law or administrative regulation regarding fraud;
2. Is not currently subject to an unresolved citation or notice of violation of any Manatee County Code provision, except citations or notices which are the subject of a current legal appeal, as of the date of the bid announcement;
3. Is not delinquent in the payment of any fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, except any such sums which are the subject of a current legal appeal.

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

**END OF SECTION E**

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

**A. Authorized Representative**

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

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

Business Phone Number: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**For: The Rookery at Perico Preserve**

**TOTAL BID PRICE:** \_\_\_\_\_

**Based on a Completion on or before January 1, 2013**

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

**Only one award shall be made.**

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

We understand that the bid package, in its entirety, including but not limited to, all specifications, terms, and conditions in their entirety shall be made a part of any agreement or contract between Manatee County and the successful bidder. Failure to comply shall result in contract default, whereupon, the defaulting contractor shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by the County.

Communications concerning this Bid shall be addressed as follows:

**(Contractors note that all fields must be filled out)**

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

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

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

License in the Name of: \_\_\_\_\_

Bidder is a WBE/MBE Vendor? \_\_\_\_\_ Certification \_\_\_\_\_

COMPANY'S NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE(S): \_\_\_\_\_

Name and Title of Above Signer(s) \_\_\_\_\_

CO. MAILING ADDRESS: \_\_\_\_\_

STATE OF INCORPORATION \_\_\_\_\_ (if applicable)

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

Email address: \_\_\_\_\_

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

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

Acknowledge Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledge Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Acknowledge Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledge Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Acknowledge Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledge Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

**BID FORM**  
 (submit in triplicate)  
**IFB# 12-1926-DS**  
**THE ROOKERY AT PERICO PRESERVE**  
**TIME SENSITIVE PROJECT**  
**MUST BE COMPLETED ON OR BEFORE JANUARY 1, 2013**

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE (\$)	EXTENDED PRICE (\$)
D.1.1	MOBILIZATION	LS	1	\$	\$
D.1.2	MISCELLANEOUS PERMITS AND BONDING	LS	1	\$	\$
D.1.3	CONSTRUCTION SURVEYING AND STAKEOUT (INCLUDING RECORD DRAWINGS)	LS	1	\$	\$
D.1.4	EROSION AND TURBIDITY CONTROL				
D.1.4.1.1	STAKED SILT FENCE	LF	9,500	\$	\$
D.1.5	CONSTRUCTION NOISE, VIBRATION, AND DUST MANAGEMENT				
D.1.5.1.1	CONSTRUCTION NOISE, VIBRATION, AND DUST MANAGEMENT	LS	1	\$	\$
D.1.5.1.2	TEMPORARY DUST CONTROL SCREEN	LF	1,000	\$	\$
D.1.6	FDOT DRIVEWAY CONNECTION (COMPLETE)	LS	1	\$	\$
D.1.7	CLEARING AND GRUBBING	LS	1	\$	\$
D.1.8	EXCAVATION, MOUNDING, AND STOCKPILING	LS	1	\$	\$
D.1.9	LOADING OF EXCAVATED MATERIAL*	LS*	1	\$	\$
D.1.10	FINISHED GRADING	LS	1	\$	\$
D.1.11	SODDING, HYDRO-SEEDING, SEEDING AND MULCHING				

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

AUTHORIZED SIGNATURE: \_\_\_\_\_

**BID FORM**  
 (submit in triplicate)  
**IFB# 12-1926-DS**  
**THE ROOKERY AT PERICO PRESERVE**  
**TIME SENSITIVE PROJECT**  
**MUST BE COMPLETED ON OR BEFORE JANUARY 1, 2013**

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE (\$)	EXTENDED PRICE (\$)
D.1.11.1.1	SODDING	SY	890	\$	\$
D.1.11.1.2	HYDRO-SEEDING/MULCHING	SY	9,240	\$	\$
D.1.11.1.3	SEEDING AND MULCHING	SY	19,180	\$	\$
D.1.12	SWALE CONSTRUCTION (INCLUDES SODDING)	LF	190	\$	\$
D.1.13	PARKING AREA (COMPLETE)	LS	1	\$	\$
DISCRETIONARY AMOUNT		LS	1	\$	\$ 110,850.00
PROJECT TOTAL					\$

SCHEDULING NOTE: Construction is to begin within 10 calendar days from issuance of the Notice to Proceed, and must be completed before January 1, 2013.

\* Item D.1.9. LOADING OF EXCAVATED MATERIAL - is based on a per diem rate, based on time period of 120 business days with the Contractor's estimated total cost ( as LS) listed.

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

AUTHORIZED SIGNATURE: \_\_\_\_\_

**SWORN STATEMENT  
THE FLORIDA TRENCH SAFETY ACT**

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

1. This Sworn Statement is submitted with IFB No. #12-1926-DS
2. This Sworn Statement is submitted by \_\_\_\_\_  
whose business address is \_\_\_\_\_  
and, if applicable, its Federal Employer Identification Number (FEIN) is \_\_\_\_\_. If  
the entity has no FEIN, include the Social Security Number of the individual signing this  
sworn statement \_\_\_\_\_.
3. Name of individual signing this Sworn Statement is: \_\_\_\_\_,  
Whose relationship to the above entity is: \_\_\_\_\_.
4. The Trench Safety Standards that will be in effect during the construction of this project shall  
include, but are not limited to: Laws of Florida, Chapters 90-96, TRENCH SAFETY ACT, and  
OSHA RULES AND REGULATIONS 29 CFR 1926.650 Subpart P, effective October 1, 1990.
5. The undersigned assures that the entity will comply with the applicable Trench Safety Standards  
and agrees to indemnify and hold harmless the County and Engineer, and any of their agents or  
employees from any claims arising from the failure to comply with said standard.
6. The undersigned has appropriated the following costs for compliance with the applicable  
standards:

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

**(Impress official seal)**

Notary Public, State of Florida: \_\_\_\_\_

My commission expires: \_\_\_\_\_

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

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

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

1. LICENSE #: \_\_\_\_\_  
 License Issued to \_\_\_\_\_  
 COMPANY'S NAME: \_\_\_\_\_  
 \_\_\_\_\_  
 CO. PHYSICAL ADDRESS \_\_\_\_\_  
 \_\_\_\_\_  
 CITY \_\_\_\_\_  
 \_\_\_\_\_ STATE of INCORPORATION, (IF APPLICABLE) \_\_\_\_\_ (ZIP CODE) \_\_\_\_\_  
 (\_\_\_\_\_) \_\_\_\_\_ TELEPHONE NUMBER: (\_\_\_\_\_) \_\_\_\_\_ FAX \_\_\_\_\_  
 EMAIL ADDRESS: \_\_\_\_\_
2. Bidding as an individual \_\_\_ a partnership: \_\_\_ a corporation; \_\_\_ a joint venture \_\_\_
3. If a partnership: list names and addresses of partners; if a corporation: list names of officers, directors, shareholders, and state of incorporation; if joint venture: list names and address of ventures' and the same if any venture are a corporation for each such corporation, partnership, or joint venture:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
4. Your organization has been in business (under this firm's name) as a  
 \_\_\_\_\_  
 \_\_\_\_\_  
 For how many years? \_\_\_\_\_ Is this firm in bankruptcy? \_\_\_\_\_  
(Minimum requirement is bidding Contractor (company supplying the bid) shall possess a valid Certified General Contractors License. The Awarded Contractor must have three (3) years experience demonstrated by a minimum of three projects completed within the past five years in this type of construction which is the subject of this IFB to be considered for award.  
 \_\_\_\_\_ Years holding a Certified General Contractors License  
 \_\_\_\_\_ Years experience performing this type of project.  
 BIDDER: \_\_\_\_\_

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

4. (Continued)  
 Has license ever been suspended, revoked, removed or under investigation?  
 \_\_\_\_\_  
 \_\_\_\_\_
5. Describe and give the date and County of the last three government or private work of similar scope you've completed which are similar in cost, type, size, and nature as the one proposed (for a public entity), include contact name and phone number. Provide the Budget, Actual Cost, Size and Summary of Work for each project. "Attach additional pages as necessary".  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
6. Have you ever been assessed liquidated damages under a Contract during the past five (5) years? If so, state when, where (contact name, address, and phone number) and why.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
7. Have you ever failed to complete work awarded to you? Or provide projects not completed within Contract time. If so, state when, where (Contact name, address, phone number) and why?  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
8. Have you ever been debarred or prohibited from bidding on a governmental entity's construction project? If yes, name the entity and describe the circumstances:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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



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

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

1. \_\_\_\_\_  
 2. \_\_\_\_\_  
 3. \_\_\_\_\_

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

Have you visited the site (s)? \_\_\_\_\_

Provide date/ (s) of site visit: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Email \_\_\_\_\_

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

**PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION****SWORN STATEMENT PURSUANT TO ARTICLE 6,  
MANATEE COUNTY PURCHASING CODE**

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

This sworn statement is submitted to the Manatee County Board of County Commissioners by

\_\_\_\_\_  
[Print individual's name and title]

\_\_\_\_\_ for \_\_\_\_\_ [print name of entity submitting sworn statement]

whose business address is: \_\_\_\_\_

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

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

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

(2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or

(3) been convicted of a violation of an environmental law that, in the sole opinion of the County's Purchasing Official, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

(4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or

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

(Cont'd.)

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

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

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

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

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

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_  
[Type of identification]

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

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

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

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

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

Phone: (     ) \_\_\_\_\_

**Article 1. WORK**

CONTRACTOR shall furnish all labor, materials, supplies, and other items required to complete the Work for IFB No. **12-1926-DS The Rookery at Perico Preserve** in strict accordance with Contract Documents and any duly authorized subsequent addenda thereto, all of which are made a part hereof.

**Article 2. ENGINEER**

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

All communication involving this project will be addressed to Mr. Max Dersch, Project Manager, Natural Resources Department and to the **WilsonMiller Stantec**. All invoicing will be addressed to the attention of Mr. Max Dersch, Resource Management Division Manager, Natural Resources Department, (address noted below) with invoice copies sent to Ms. Elizabeth Andrews, REM, Senior Environmental Scientist.

County of Manatee  
 Natural Resource Department  
 Attention: Mr. Max Dersch  
 Project Manager  
 IFB# 12-1926-DS  
 415 10<sup>th</sup> Street West  
 Bradenton Florida 34205  
 Phone (941) 737-1743

WilsonMiller Stantec  
 Project Manager  
 Attn: Ms. Elizabeth Andrews  
 REM, Senior Environmental Scientist  
 IFB# 12-1926-DS  
 6900 Professional Parkway East  
 Sarasota Florida 34240  
 Phone (941) 907-6900

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

**Article 3. CONTRACTOR'S REPRESENTATIONS**

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

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

#### **Article 4. CONTRACT DOCUMENTS**

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

- 4.1 This Agreement and Bid Document **IFB#12-1926-DS**
- 4.2 Performance and/or other Bonds and Insurance Certificate(s)
- 4.3 Drawings (attached by reference)
- 4.4 Addenda numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive.
- 4.5 CONTRACTOR'S Bid Form and any other information submitted by Contractor prior to Notice of Award.
- 4.6 The following which may be delivered or issued after the effective date of the Agreement and are not attached hereto: all written Change Orders and other documents amending, modifying, or supplementing the Contract Documents.
- 4.7 The documents listed in paragraphs above are attached to this Agreement (except as noted otherwise above). There are no Contract Documents other than those listed above in this Article 4. \_\_\_\_\_

#### **Article 5. MISCELLANEOUS**

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

The COUNTY will pay, and the CONTRACTOR will accept in full consideration for the performance of the Work (**IFB No. #12-1926-DS, The Rookery at Perico Preserve** subject to additions and deductions as provided therein, the sum of Dollars and xxxxxxxxxxxxxxxx Cents (\$ xxxxxxxxxxxxxxxx) for Bid "X" based on Completion Time of xxx calendar days and the sum of **\$500.00** as liquidated damages for each calendar day of delay.

**CONTRACTOR**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**MANATEE COUNTY GOVERNMENT**BY: \_\_\_\_\_ For the County  
SignatureMelissa M. Wendel, CPPO, Purchasing Official  
Name and Title of Signer

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



SECTION 00700  
GENERAL CONDITIONS

ARTICLE I - DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 2 - PRELIMINARY MATTERS**

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

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

## **ARTICLE 2 - PRELIMINARY MATTERS (Continued)**

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

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

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

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

Note: Computed dimensions shall govern over scaled dimensions.

- 3.2 It is the intent of the Contract documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract documents. Any work, materials or equipment that may reasonably be inferred from the Contract documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials, or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of bids, except as may be otherwise specifically stated.

- 3.2 However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract documents) shall be effective to change the duties and responsibilities of County, Contractor or Engineer, or any of their agents or employees from those set forth in the Contract Documents
- 3.3 The Contract documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:
  - 3.3.1 Formal Written Amendment
  - 3.3.2 Change Order
  - 3.3.3 Administrative Contract Adjustment (ACA)
  - 3.3.4 Work Directive Change
- 3.4 In addition, the requirements of the Contract documents may be supplemented and minor variations and deviations in the Work may be authorized in one or more of the following ways:
  - 3.4.1 Discretionary Work – Field Directive
  - 3.4.2 Engineer's Approval of a Shop Drawing or Sample.

#### **ARTICLE 4 - CONTRACTOR'S RESPONSIBILITIES**

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

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



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

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

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

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

- 4.11.1 If a specific means, method, technique, sequence of procedure of construction is indicated in or required by the Contract documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to Engineer if Contractor submits sufficient information to allow Engineer to determine that the substitute proposed is equivalent to that indicated or required by the Contract documents.
- 4.11.2 Engineer will be allowed a reasonable time within which to evaluate each proposed substitute. Engineer will be the sole judge of acceptability and no substitute will be ordered, installed or utilized without Engineer's prior written acceptance which will be evidenced by either a change order or an approved shop drawing. County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- 4.11.3 Contractor shall reimburse County for the charges of Engineer and Engineer's Consultants for evaluating each proposed substitute submitted after the effective date of the Agreement and all costs resulting from any delays in the work while the substitute was undergoing review.
- 4.12 The Contractor shall furnish, free of charge, all labor, stakes, surveys, batter boards for structures, grade lines and other materials and supplies and shall set construction stakes and batter boards for establishing lines, position of structures, slopes and other controlling points necessary for the proper prosecution of the construction work. Where rights-of-way, easements, property lines or any other conditions which make the lay-out of the project or parts of the project critical are involved, the Contractor will employ a competent surveyor who is registered in the State of Florida for lay-out and staking. These stakes and marks shall constitute the field control by and in accord with which the Contractor shall govern and execute the Work. The Contractor will be held responsible for the preservation of all stakes, marks and if for any reason any of the stakes or marks or batter boards become destroyed or disturbed, they will be immediately and accurately replaced by the Contractor.
- 4.13 The Contractor has, by careful examination, satisfied himself as to the nature and location of the work and all other matters which can in any way affect the work under this Contract, including, but not limited to details pertaining to boring, as shown on the drawings, are not guaranteed to be more than a general indication of the materials likely to be found adjacent to holes bored at the site of the work, approximately at the locations indicated. The Contractor shall examine boring data, where available, and make his own interpretation of the subsoil investigations and other preliminary data, and shall base his bid on his own opinion of the conditions likely to be encountered. In no event shall an extension of time be considered for any conditions that existed at the time of bidding, nor shall the Contractor receive extra compensation for completion of the project as intended by the drawings

and in keeping with the contract documents. No verbal agreement or conversation with any officer, agent or employee of the County, before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

- 4.14 If the Contractor, in the course of the Work, finds that the drawings and/or Contract Documents cannot be followed, he shall immediately inform the County in writing, and the County shall promptly check the accuracy of the information. Any work done after such discovery, until any necessary changes are authorized, will be done at the Contractor's risk.

## **ARTICLE 5 - COUNTY'S RESPONSIBILITIES**

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

**ARTICLE 6 - CHANGES IN THE WORK**

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

**ARTICLE 7 - CHANGE OF CONTRACT PRICE**

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

- 7.2 The Contract price may only be changed by change order or by a written amendment. Any claim for an increase or decrease in the Contract price shall be based on written notice delivered by the party making the claim to the other party. Notice of the amount of the claim with supporting data shall be delivered within ten (10) days from the beginning of such occurrence and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event.
- 7.3 The value of any Work covered by a change order or of any claim for an increase or decrease in the Contract price shall be determined in one (1) of the following ways (at County's discretion):
- 7.3.1 Where the Work involved is covered by unit prices contained in the Contract documents, cost will be determined by application of such unit prices to the quantities of the items involved.
  - 7.3.2 By mutual acceptance of lump sum.
  - 7.3.3 On the basis of the cost of the Work, plus a 15% Contractor's fee for overhead and profit. (Contractor shall submit an itemized cost breakdown together with supporting data.)
- 7.4 Either County or Contractor may make a claim for an adjustment in the Contract price. The unit price of an item of unit price Work shall be subject to re-evaluation and adjustment under the following conditions:
- 7.4.1 If the total cost of a particular item of unit price Work amounts to 5% or more of the Contract price and the variation in the quantity of the particular item of unit price Work performed by Contractor differs by more than 15% from the estimated quantity of such item indicated in the Agreement; and
  - 7.4.2 If there is no corresponding adjustment with respect to any other item of Work; and
  - 7.4.3 If a Contractor believes that it has incurred additional expense as a result thereof; or
  - 7.4.4 If County believes that the quantity variation entitles it to an adjustment in the unit price; or
  - 7.4.5 If the parties are unable to agree as to the effect of any such variations in the quantity of unit price Work performed.

**ARTICLE 8 - CHANGE OF CONTRACT TIME**

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

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

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

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

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

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

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

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

10.2 County may terminate the Contract if Contractor commences a voluntary case under any chapter of the Bankruptcy Code or any similar action by filing a petition under any other federal or state law relating to the bankruptcy or insolvency; if a petition is filed against the Contractor under any chapter of the Bankruptcy Code or similar relief under any other federal or state law; if Contractor persistently fails to perform the Work in accordance with the Contract documents; if Contractor disregards laws or regulations of any public body having jurisdiction or the Engineer; or otherwise violates in any substantial way any provisions of the Contract.

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

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



## **ARTICLE 11 - CONTRACT CLAIMS**

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

## **ARTICLE 12 - RESIDENT PROJECT REPRESENTATIVE – DUTIES/RESPONSIBILITIES**

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

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

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

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

### **ARTICLE 13 - APPRENTICES**

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

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

**END OF SECTION**

**LABEL TO AFFIX TO OUTSIDE OF SEALED BID PACKAGE**

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

**LABEL TO AFFIX TO OUTSIDE OF SEALED BID PACKAGE****SEALED BID - DO NOT OPEN**

**CONTRACTOR:** \_\_\_\_\_  
**SEALED BID NO:** 12-1926-DS  
**BID TITLE:** The Rookery at Perico Preserve  
**DUE DATE/TIME:** August 3, 2012 @ 2:00 PM

**IFB# 12-1926-DS  
THE ROOKERY AT PERICO PRESERVE**

**BID SUMMARY**

**D.1     THE WORK**

The work included in this contract consists of the construction associated with the implementation of a habitat enhancement project entitled The Rookery at Perico Preserve as shown on the Construction Plans prepared by WilsonMiller Stantec dated April 2012 (revision date May 18, 2012) (Construction Plans).

The work includes earthwork, surveying, best management practices, construction of a new paved driveway, construction of a freshwater pond within rookery island, construction of a new shell parking area, and restoration and re-vegetation of the temporary access, staging, and stockpiling areas.

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

The information provided in the Construction Plans and this Bid Summary is solely to assist the Contractor in assessing the nature and extent of the conditions that may be encountered during the completion of the work. Prior to bidding, all Contractors are directed to conduct any necessary investigations to arrive at their own conclusions regarding the actual conditions that may be encountered and shall base their bids on those conclusions.

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

The Contractor shall furnish all shop drawings, working drawings, labor, materials, equipment, tools, services and incidentals necessary to complete all work required by these Specifications, and as shown on the Construction Plans. The Contractor shall perform the work complete, in place and ready for continuous service and shall include any repairs, replacements, and/or restoration required because of damages caused prior to acceptance by the County.

**D.1.1     MOBILIZATION**

**D.1.1.1             DESCRIPTION OF WORK**

The work included under this Section consists of the preparatory work and operations in mobilizing to begin work on the project. This may include those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site and for the establishment of temporary offices, safety equipment and first aid supplies, and sanitary and other facilities/utilities. This item also includes demobilization of all equipment, personnel, supplies and incidentals from the project site upon final completion.

#### **D.1.1.2      PAYMENT**

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

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

#### **D.1.2      MISCELLANEOUS PERMITS AND BONDING**

##### **D.1.2.1      DESCRIPTION OF WORK**

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

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

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

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

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

##### **D.1.2.2      PAYMENT**

All work under this Section shall be paid for under the Unit Price Pay Item: MISCELLANEOUS PERMITS AND BONDING Section of the Bid Form.

#### **D.1.3      CONSTRUCTION SURVEYING AND STAKEOUT (INCLUDING RECORD DRAWINGS)**

##### **D.1.3.1      DESCRIPTION OF WORK**

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

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

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

Upon completion of finished grading and prior to initiation of seeding and/ or sodding, the Contractor's Surveyor shall provide preliminary as-built project drawings and CAD file of the finished grade elevations of the freshwater pond/rookery island area, restored staging/access/stockpile areas, and parking area to the Engineer and the County for review and approval confirming adherence with the Construction Plans.

The Contractor's Surveyor shall also provide accurate, detailed and complete signed and sealed record drawings (12 sets), mylars, and one CD containing CAD files of all record drawings sheets to the Engineer and the County. The record drawing shall be signed and sealed by a Florida registered Land Surveyor. The record drawings shall meet or exceed the requirements of the Florida Department of Transportation (FDOT), Southwest Florida Water Management District (SWFWMD), and Manatee County.

#### **D.1.3.2      PAYMENT**

All work under this Section shall be paid for under the Lump Sum Pay Item: CONSTRUCTION SURVEYING AND STAKEOUT (INCLUDING RECORD DRAWINGS) Section of the Bid Form.

### **D.1.4      EROSION AND TURBIDITY CONTROL**

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

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

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



#### **D.1.4.2      PAYMENT**

All work under this Section shall be paid for under the Unit Price Pay Items listed under the EROSION AND TURBIDITY CONTROL Section of the Bid Form at the indicated schedule:

ITEM D.1.4.1.1 Staked Silt Fence

#### **D.1.5      CONSTRUCTION NOISE, VIBRATION, AND DUST MANAGEMENT**

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

The work included in this Section shall consist of the preparation and submittal to the County: a Construction Noise, Vibration, and Dust Management Plan, furnishing all labor, materials, and testing necessary for the implementation, operation and maintenance, and removal of temporary facilities of the Management Plan described in this Section and the Construction Plans ( see sheets 5, 6, and 9 of the Construction Plans).

Due to the close proximity of the proposed haul route and temporary staging/stockpile area to existing residences, the Contractor will be required to prepare and submit a Construction Noise, Vibration, and Dust Management Plan. It is important that the Contractor notes that residents will be more aware of vibration in their homes if it is accompanied by related noise. It is the Contractors responsibility to mitigate both noise and vibration caused by the proposed construction activities. Dust control will also be included in the Management Plan.

The plan shall provide information on how the Contractor plans on managing the haul operations in regard to potential dust, noise and vibration caused by the construction and hauling equipment. The Contractor shall include the necessary schedule for grading of the haul route on a regular basis to prevent "washboard" effect that causes vibration and associated noise. The Contractor shall enforce an acceptable speed limit on the haul routes, which will be adjusted as directed by the County. It is recommended that the haul route be located along the west edge of the area designated "ACCESS/STAGING AREA" to increase the distance from the residences as much as possible.

The Contractor should be prepared to meet with any residents who might have concerns about construction related vibrations and mitigate any reasonable concerns immediately. Mitigation might include video/photographic evidence of pre and post conditions of the interior and exterior conditions of residences. Conditions might include, but are not limited to cracks, spalling, settlement, flooding, or leaking.

Construction hours shall be limited to pre-approved work hours to limit noise complaints from residents. Dump trucks will not be allowed to slam their gates when lowering the beds in order to clean off stuck material. Trucks will not be allowed to use compression brakes when using the haul route in the vicinity of the residences.

The Contractor shall apply water via wet suppression to the haul route and staging/stockpile areas on an as-need basis to mitigate fugitive dust. Several applications per day may be necessary to control dust depending upon meteorological conditions and work activity. Contractor shall apply wet suppression on a routine basis as necessary or directed by the County to control dust.

Wet suppression consists of the application of water. Petroleum products, salty or brackish water for dust suppression shall not be used. Wet suppression equipment shall consist of sprinkler pipelines, tanks, tank trucks, or other devices capable of providing regulated flow, uniform spray, and positive shut-off.

During excavation, loading, and unloading operations, the free drop height of excavated or aggregate material shall be reduced as practical to minimize the generation of dust. During transport operations, freeboard space shall be maintained between the material load and the top of the truck cargo bed rail to minimize the potential for spills.

Vehicles leaving the construction site shall have no mud or dirt on the vehicle body or wheels. A temporary construction entrance and wheel-wash station shall be provided by Contractor if necessary. Haul truck cargo areas shall be securely covered during material transport on public roadways. Vehicle mud and dirt carryout, material spills, and soil wash-out onto public roadways and walkways and other paved areas shall be cleaned up immediately. Contractor is responsible for daily clean-up of public roadways and walkways affected by work of this project.

In addition, Contractor shall provide a temporary dust control screen directly adjacent to the silt fence in location as shown on the Construction Plans(sheet 9 of the Construction Plans) to minimize the spread of dust. The temporary dust control screen shall be a durable fabric mesh of 50 percent porosity, 8 feet high, and securely supported and anchored. The Contractor shall keep temporary dust control screen in good repair for duration of the project.

Contractor shall also be responsible for removal and proper disposal of all temporary noise, vibration, and dust management materials and debris at the completion of the project at no additional cost.

#### **D.1.5.2      PAYMENT**

All work under this Section shall be paid for under the Lump Sum/Unit Price Pay Items under the CONSTRUCTION NOISE, VIBRATION, AND DUST MANAGEMENT Section of the Bid Form at the indicated schedule:

ITEM D.1.5.1.1 Construction Noise, Vibration, and Dust Management  
ITEM D.1.5.1.2 Temporary Dust Control Screen

### **D.1.6      FDOT DRIVEWAY CONNECTION (COMPLETE)**

#### **D.1.6.1      DESCRIPTION OF WORK**

The work included in this Section shall consist of furnishing all equipment, labor, materials, and testing necessary to prepare the work area for construction (including but not limited to: clearing and grubbing, removal of affected segment of existing concrete sidewalk, and proper disposal of debris) and complete the construction of the proposed driveway and appurtenant facilities per the Construction Plans and in accordance with current FDOT specifications and requirements.

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

Contractor shall provide all necessary pedestrian and traffic controls for work within the FDOT right-of-way in accordance with the current edition of the FDOT Design Standard Indexes (600 Series), FDOT Standard Specifications for Road and Bridge Construction, and the Federal Highway Administration Manual of Uniform Traffic Control Devices (MUTCD).

Unless otherwise noted on the Construction Plans, proposed fill shall be compacted in 12 inch lifts-maximum to 95% Maximum Density in accordance with AASHTO T-180.

All disturbed areas within the FDOT right-of-way shall be sodded with Pensacola Bahia (*Paspalum notatum* Flugge) sod. It shall be well matted with roots. The sod shall be taken up in commercial-size rectangles preferably 12 by 24 inches. The sod shall be sufficiently thick to secure a dense stand of live turf with a minimum thickness of two inches. The sod shall be live, fresh and uninjured, at the time of planting. It shall have a soil mat of sufficient thickness adhering firmly to the roots to withstand necessary handling. It shall be planted within 48 hours after being cut and kept shaded and moist from the time it is cut until it is planted. The sod shall be firmly embedded by light tamping. No sod which has been cut for more than 48 hours may be used unless specifically authorized. A letter of certification from the turf supplier as to when the sod was cut shall be provided if requested. Immediately before sod is placed, fertilizer shall be applied evenly at the equivalent rate of approximately 20 pounds of 6-6-6 per 1,000 square feet and shall be cut into the soil with suitable equipment. After the sod has been placed, it shall be thoroughly watered with fresh water. Sodding includes maintaining sod until growth is established. All erosion, siltation and maintaining grades are the responsibility of the Contractor until the root system has adequately "survived" and taken "hold". Finished elevations shown on the Construction Plans are top of sod.

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

#### **D.1.6.2      PAYMENT**

All work under this Section shall be paid for under the Lump Sum Pay Item: FDOT DRIVEWAY CONNECTION (COMPLETE) Section of the Bid Form.

### **D.1.7      CLEARING AND GRUBBING**

#### **D.1.7.1      DESCRIPTION OF WORK**

The work included under this Section consists of clearing and grubbing within the Freshwater Pond and Staging/ Temporary Stockpiles/ Access Areas.

All trees, brush, stumps, grass, roots, and other such protruding objects in the Freshwater Pond area shown on the Construction Plans shall be removed and properly disposed of by the Contractor to prepare the area for the proposed construction. All roots, stumps, or other such protruding objects (including the existing plugged and abandoned well shown on the Construction Plans) shall be cut off and/or removed one-foot below the design finished grade of the excavated surface. Any boulders, existing facilities, or debris laying on the top of the existing surface or otherwise encountered during the clearing and grubbing shall be removed and properly disposed of off-site by the Contractor.

The Staging/ Temporary Stockpiles/ Access Area shall be mowed and all trees (except as noted on the Construction Plans), brush, stumps, and other such protruding objects shall be removed and properly disposed of by the Contractor to prepare the area for the proposed construction activities. The Contractor shall also erect a tree protection barricade around the drip line ( $\pm 160$  LF) of the existing Ficus tree as shown on the Construction Plans. The Contractor shall maintain the tree protection barricade for the duration of the project and shall be responsible for the removal and proper disposal of the barricade at the completion of the project.

The Contractor shall notify all utility companies or utility owners (both public and private) of their intent to perform such work and shall coordinate field locations of utility lines prior to commencement of construction.

The Contractor shall obtain all permits/approvals necessary for proper disposal at Contractor's expense. Unless otherwise stated in the Contract Documents, burning may be permitted within the project limits provided the burning operation complies with all applicable laws, ordinances, and other regulatory agencies. All permits required shall be obtained by the Contractor prior to the start of burning and all permit regulations shall be strictly adhered to. All burning shall be done at locations designated by County where vegetation and soils adjacent to the cleared area will not be harmed. Material/debris not burned onsite shall be removed and properly disposed of offsite by the Contractor at Contractor's expense.

#### **D.1.7.2      PAYMENT**

All work under this Section shall be paid for under the Lump Sum Pay Item: CLEARING AND GRUBBING Section of the Bid Form.

### **D.1.8      EXCAVATION, MOUNDING, AND STOCKPILING**

#### **D.1.8.1      DESCRIPTION OF WORK**

The work included under this Section consists of excavation to occur within the Freshwater Pond and Staging/ Temporary Stockpiles/ Access Areas as shown on the Construction Plans. Contractor shall include any excavation (and temporary dewatering if necessary) work necessary to complete the Freshwater Pond area.

Included in the excavation under this Section are materials of whatever nature encountered within the required limits of excavation. Determination of sub-surface conditions and its effect on construction costs are the sole responsibility of the Contractor. Sub-surface conditions between soil borings that may be provided can vary greatly from those conditions found at the location where the sample was extracted.

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

Excavation shall consist of excavation of all material necessary for construction of the Freshwater Pond area according to the depths, dimensions, side slopes, and in the locations shown in the Construction Plans. Contractor shall be responsible for any investigation of sub-surface conditions and subsequent determination of the amount of rock, roots, and other materials to be incorporated into Contractor's cost.

Mounding shall consist of the supply, placement and installation of filter fabric and large washed shell on the Rookery Island within the Freshwater Pond area according to the depths, dimensions, side slopes, elevations and locations as specified in the Construction Plans.

It shall also include the loading, hauling and stockpiling of suitable excavated materials from the excavation area to an on-site Staging/ Temporary Stockpile Areas as shown on the Construction Plans and establishment of Staging / Temporary Stockpile Area for loading onto offsite vendor trucks.

Contractor shall be responsible for the maintenance and repair of the Access Route and Staging/ Temporary Stockpile Areas for the duration of the project. Contractor shall also be responsible for protection of the existing underground stormwater facilities within these areas from damage and shall repair or replace damaged facilities at no additional cost.

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

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

Unless otherwise stated in the Contract Documents, the operating hours are for the excavation/stockpiling/hauling shall be 7:00 AM to 5:00 PM Monday through Friday.

#### **D.1.8.2      PAYMENT**

All work under this Section shall be paid for under the Lump Sum Pay Item: EXCAVATION, MOUNDING, AND STOCKPILING Section of the Bid Form.

#### **D.1.9      LOADING OF EXCAVATED MATERIAL**

##### **D.1.9.1.1      DESCRIPTION OF WORK**

Contractor shall be responsible for coordination with an off-site vendor for loading of suitable excavated material onto trucks (per County instruction) and the proper off-site disposal of unsuitable materials within the designated Staging/ Temporary Stockpile Areas. Contractor's coordination with the off-site vendor shall include the establishment of Staging and Stockpile Area and for efficient truck routes within the Staging/ Temporary Stockpile Areas that will minimize truck movements within the site to the greatest extent possible.

Contractor's coordination with the off-site vendor shall include the establishment of efficient truck routes within the Staging/ Temporary Stockpile Areas that will minimize truck movements within the site to the greatest extent possible.

Contractor shall also be responsible for providing all necessary equipment and labor (including maintenance of traffic coordinator) for loading activities, coordination and implementation of the Maintenance of Traffic Plan (in accordance with FDOT Design Standard Indices 600) for the off-site hauling activities for the project.

Unless otherwise stated in the Contract Documents, operating hours shall be 7:00 AM to 5:00 PM Monday through Friday, not to exceed a total of 120 business days from initiation of off-site hauling.

##### **D.1.9.2      PAYMENT**

All work under this Section shall be paid for on a per diem basis (not to exceed 120 business days total) and indicated on the Bid Form as a Lump Sum Pay Item under the LOADING OF EXCAVATED MATERIAL Section of the Bid Form.

#### **D.1.10 FINISHED GRADING**

##### **D.1.10.1 DESCRIPTION OF WORK**

The work included under this Section consists of all finished grading required to achieve the design elevations within the Freshwater Pond, Staging/ Temporary Stockpiles/ Access Areas as shown on the Construction Plans. As a final grading operation the surface of the earthwork shall be shaped to conform to the lines, grades, and contours shown on the Construction Plans. Hand dressing will be required in confined areas where equipment operation is restricted or where the equipment finished surface is unsatisfactory in the judgment of the County. It shall also include restoring (re-grading) the Staging/ Temporary Stockpile/ Access Areas to existing pre-construction grades upon completion of pond construction and stockpile removal activities. The Contractor shall be responsible for the removal and proper disposal of surplus material upon completion of finished grading.

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

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

##### **D.1.10.2 PAYMENT**

All work under this Section shall be paid for under the Lump Sum Pay Item: FINISHED GRADING Section of the Bid Form.

#### **D.1.11 SODDING, HYDRO-SEEDING, SEEDING AND MULCHING**

##### **D.1.11.1 DESCRIPTION OF WORK**

The work included under this Section consists of sodding, hydro-seeding/ mulching, and seeding and mulching within the Freshwater Pond, Staging/ Temporary Stockpile/ Access Areas upon completion of finish grading activities in conformity with the lines and grades as shown on the Construction Plans.

Pensacola Bahia (*Paspalum notatum* Flugge) sod shall be used on areas to be sodded. It shall be well matted with roots. The sod shall be taken up in commercial-size rectangles preferably 12 by 24 inches. The sod shall be sufficiently thick to secure a dense stand of live turf with a minimum thickness of two inches. The sod shall be live, fresh and uninjured, at the time of planting. It shall have a soil mat of sufficient thickness adhering firmly to the roots to withstand necessary handling. It shall be planted within 48 hours after being cut and kept shaded and moist from the time it is cut until it is planted. The sod shall be firmly embedded by light tamping. No sod which has been cut for more than 48 hours may be used unless specifically authorized. A letter of certification from the turf supplier as to when the sod was cut shall be provided if requested. Immediately before sod is placed, fertilizer shall be applied evenly at the equivalent rate of approximately 20 pounds of 6-6-6 per 1,000 square feet and shall be cut into the soil with suitable equipment. After the sod has been placed, it shall be thoroughly watered with freshwater. Sodding includes maintaining sod until growth is established. All erosion, siltation and maintaining grades are the responsibility of the Contractor until the root system has adequately "survived" and taken "hold".

The areas to be hydro-seeded/mulched shall be clean earth, free of tree limbs, stumps, roots, rocks, etc. The proportions of seed, fertilizer, and mulch used in the slurry shall be as follows unless otherwise approved/directed by County:

- Annual Ryegrass (*Lolium perenne*) or BrownTop Millet (*Urochloa ramosa*) seed at 40 pounds per acre.
- Scarified Pensacola Bahia seed at 100 pounds per acre.
- Fertilizer at the equivalent rate of 10 pounds of 6-6-6 per 1,000 square feet.
- Mulch material at a rate of 1,000 pounds of mulch material per acre, when the moisture content of the "air dry" mulch does not exceed ten percent.

All seed shall meet the requirements of the Florida Department of Agriculture and Consumer Services. The mulch material shall be wood cellulose fiber material for use in hydro-seeding slurry especially prepared for this purpose and shall contain no growth-inhibiting or germination-inhibiting factors and shall be dyed an appropriate color for readily determining the rate of spread by visual observation. The application of the slurry over the seeding areas shall be in accordance with the direction of the manufacturer of the hydro-seeding equipment. The slurry mixture shall be maintained uniform by continuous agitation during the application. The Contractor shall be responsible for watering (salty or brackish water shall not be used) the hydro-seeding areas so as to provide optimum growth conditions for the establishment of the grass. In no case shall the period of maintaining such moisture be less than four weeks following planting.

The areas to be seeded and mulched shall have the ground over which the seed is to be sown prepared by disking and thoroughly pulverizing the soil to a suitable depth. The prepared soil shall be loose and reasonably smooth and reasonably free of large clods, roots, and other material which will interfere with the work or subsequent mowing and maintenance operations. The proportions of seed and fertilizer shall be as follows unless otherwise approved/ directed by County:

- Annual Ryegrass or BrownTop Millet seed at 30 pounds per acre.
- Scarified Pensacola Bahia seed at 150 pounds per acre.
- Fertilizer at 500 pounds of 12-8-8 per acre.

Immediately after the fertilizer is spread, it shall be mixed with the soil to a depth of approximately four inches. While the soil is still loose and moist, the seed shall be scattered uniformly over the grassing area. When mulching, approximately two inches, loose thickness, of the mulch material shall be applied uniformly over the seeded area, and the mulch material cut into the soil uniformly to produce a loose mulched thickness of three to four inches. Care shall be exercised that the materials are not cut too deeply into the soil. Unless otherwise approved/directed by the County, the mulch material used shall be dry mulch and shall consist of oat or rye straw, or peanut or Bahia grass hay. Only undeteriorated mulch which can readily be cut into the soil shall be used. Immediately after completion of the seeding/mulching, the entire grassed/mulched area shall be rolled thoroughly. At least two trips over the entire area will be required. The Contractor shall be responsible for watering (salty or brackish water shall not be used) the seeded areas to provide optimum growth conditions for the establishment of the grass. In no case shall the period of maintaining such moisture be less than two weeks following planting.

Fertilizers used shall be commercial fertilizers that comply with the state/local fertilizer laws.

The Contractor shall, at their expense, maintain the seeded, hydro-seeded, planted or sodded areas in a satisfactory condition until final acceptance or completion of the project, whichever occurs last. Such maintenance shall include the filling, leveling and repairing of any washed-out or eroded areas, equipment damaged areas, etc. The County may require re-seeding, re-planting or re-sodding of any areas in which establishment of the grass stand does not appear to be developing satisfactorily (e.g.

browning or dead spots) within sixty days following planting (or replanting). Replanting or replacement shall be at the Contractor's expense.

#### **D.1.11.2      PAYMENT**

All work under this Section shall be paid for under the Unit Price Pay Items under the EARTHWORK Section of the bid form at the following schedule:

ITEM D.1.11.1.1 Sodding  
ITEM D.1.11.1.2 Hydro-Seeding/Mulching  
ITEM D.1.11.1.3 Seeding and Mulching

### **D.1.12   SWALE CONSTRUCTION (INCLUDES SODDING)**

#### **D.1.12.1      DESCRIPTION OF WORK**

The work included under this Section consists of the clearing and grubbing, excavating, hauling, finished grading, and sodding of the swale (approximately 190 linear feet) along the east side of the Parking Area as indicated on the Construction Plans. Finished elevations shown on the Construction Plans are top of sod.

Swales are to be sodded using Pensacola Bahia sod. It shall be well matted with roots. The sod shall be taken up in commercial-size rectangles preferably 12 by 24 inches. The sod shall be sufficiently thick to secure a dense stand of live turf with a minimum thickness of two inches. The sod shall be live, fresh and uninjured, at the time of planting. It shall have a soil mat of sufficient thickness adhering firmly to the roots to withstand necessary handling. It shall be planted within 48 hours after being cut and kept shaded and moist from the time it is cut until it is planted. The sod shall be firmly embedded by light tamping. No sod which has been cut for more than 48 hours may be used unless specifically authorized. A letter of certification from the turf supplier as to when the sod was cut shall be provided if requested. Immediately before sod is placed, fertilizer shall be applied evenly at the equivalent rate of approximately 20 pounds of 6-6-6 per 1,000 square feet and shall be cut into the soil with suitable equipment. After the sod has been placed, it shall be thoroughly watered with freshwater. Sodding includes maintaining sod until growth is established. All erosion, siltation and maintaining grades are the responsibility of the Contractor until the root system has adequately "survived" and taken "hold".

#### **D.1.12.2      PAYMENT**

All work under this Section shall be paid for under the Unit Price Pay Item (LF) (Linear Foot): SWALE CONSTRUCTION (INCLUDES SODDING) Section of the Bid Form.

### **D.1.13   PARKING AREA (COMPLETE)**

#### **D.1.13.1      DESCRIPTION OF WORK**

The work included in this Section shall consist of furnishing all equipment, labor, and materials necessary to prepare the Parking Area for construction (including clearing and grubbing and proper disposal of surplus material and debris) and complete the construction of the proposed Parking Area and appurtenant facilities per the Construction Plans and details. It shall also include the supply and installation of the wheel stops (and anchors), concrete handicap space construction (including signing and striping), 14' wide metal gate (installed - including posts, chain, and hinges), and sodding as shown on the Construction Plans.



Unless otherwise noted on the Construction Plans, the proposed shell areas within the Parking Area shall be bank run shell compacted to 98% maximum density in accordance with AASHTO T-180. Unless otherwise noted on the Construction Plans, all other fill areas outside of the stabilized subgrade and shell areas within the Parking Area shall be compacted in 12" lifts-maximum to 95% maximum density in accordance with AASHTO T-180.

All disturbed areas, side slopes, and swales within the Parking Area shall be sodded with Pensacola Bahia sod. It shall be well matted with roots. The sod shall be taken up in commercial-size rectangles preferably 12 by 24 inches. The sod shall be sufficiently thick to secure a dense stand of live turf with a minimum thickness of two inches. The sod shall be live, fresh and uninjured, at the time of planting. It shall have a soil mat of sufficient thickness adhering firmly to the roots to withstand necessary handling. It shall be planted within 48 hours after being cut and kept shaded and moist from the time it is cut until it is planted. The sod shall be firmly embedded by light tamping. No sod which has been cut for more than 48 hours may be used unless specifically authorized. A letter of certification from the turf supplier as to when the sod was cut shall be provided if requested. Immediately before sod is placed, fertilizer shall be applied evenly at the equivalent rate of approximately 20 pounds of 6-6-6 per 1,000 square feet and shall be cut into the soil with suitable equipment. After the sod has been placed, it shall be thoroughly watered with freshwater. Sodding includes maintaining sod until growth is established. All erosion, siltation and maintaining grades are the responsibility of the Contractor until the root system has adequately "survived" and taken "hold". Finished elevations shown on the Construction Plans are top of sod.

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

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

#### **D.1.13.2      PAYMENT**

All work specified under this Section shall be paid for under Lump Sum Pay Item: PARKING AREA (COMPLETE) Section on the Bid Form.



## Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899  
(352) 796-7211 or 1-800-423-1476 (FL only)  
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)  
On the Internet at: [WaterMatters.org](http://WaterMatters.org)

An Equal  
Opportunity  
Employer

**Bartow Service Office**  
170 Century Boulevard  
Bartow, Florida 33830-7700  
(863) 534-1448 or  
1-800-492-7862 (FL only)

**Sarasota Service Office**  
6750 Fruitville Road  
Sarasota, Florida 34240-9711  
(941) 377-3722 or  
1-800-320-3503 (FL only)

**Tampa Service Office**  
7601 Highway 301 North  
Tampa, Florida 33637-6759  
(813) 985-7481 or  
1-800-836-0797 (FL only)

June 22, 2012

Manatee County Board of County Commissioners  
Attn: Charlie Hunsicker, Natural Resources Department  
415 10th Street West  
Bradenton, FL 34205

Subject: **Notice of Final Agency Action for Approval  
ERP General Construction**  
Project Name: Manatee County - The Rookery at Perico Preserve  
App ID/Permit No: 664115 / 44040091.002  
County: MANATEE  
Sec/Twp/Rge: S26/T34S/R16E, S27/T34S/R16E

Dear Permittee(s):

This letter constitutes notice of Final Agency Action for **approval** of the permit referenced above. Final approval is contingent upon no objection to the District's action being received by the District within the time frames described in the enclosed Notice of Rights.

Approved construction plans are part of the permit, and construction must be in accordance with these plans. These drawings are available for viewing or downloading through the District's Application and Permit Search Tools located at [www.WaterMatters.org/permits](http://www.WaterMatters.org/permits).

The District's action in this matter only becomes closed to future legal challenges from members of the public if such persons have been properly notified of the District's action and no person objects to the District's action within the prescribed period of time following the notification. The District does not publish notices of agency action. If you wish to limit the time within which a person who does not receive actual written notice from the District may request an administrative hearing regarding this action, you are strongly encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Publishing notice of agency action will close the window for filing a petition for hearing. Legal requirements and instructions for publishing notice of agency action, as well as a noticing form that can be used is available from the District's website at [www.WaterMatters.org/permits/noticing](http://www.WaterMatters.org/permits/noticing).

If you publish notice of agency action, a copy of the affidavit of publishing provided by the newspaper should be sent to the Regulation Division at the District Service Office that services this permit.

If you have questions, please contact Steven Lopes, at the Tampa Service Office, extension 6506. For assistance with environmental concerns, please contact Donald Herndon, extension 6160.

Sincerely,

**Michelle K. Hopkins, P.E.**

Environmental Resource Permit Bureau

Enclosures:   Approved Permit w/Conditions Attached  
                  Statement of Completion  
                  Notice of Authorization to Commence Construction  
                  Notice of Rights  
cc:             U. S. Army Corps of Engineers  
                  Ryan Horstman  
                  R. Quince Sellers, P.E., WilsonMiller Stantec

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
ENVIRONMENTAL RESOURCE  
GENERAL CONSTRUCTION  
PERMIT NO. 44040091.002**

**EXPIRATION DATE:** June 22, 2017

**PERMIT ISSUE DATE:** June 22, 2012

This permit is issued under the provisions of Chapter 373, Florida Statutes, (F.S.), and the Rules contained in Chapters 40D-4 and 40D-40, Florida Administrative Code, (F.A.C.). The permit authorizes the Permittee to proceed with the construction of a surface water management system in accordance with the information outlined herein and shown by the application, approved drawings, plans, specifications, and other documents, attached hereto and kept on file at the Southwest Florida Water Management District (District). Unless otherwise stated by permit specific condition, permit issuance constitutes certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C. 1341. All construction, operation and maintenance of the surface water management system authorized by this permit shall occur in compliance with Florida Statutes and Administrative Code and the conditions of this permit.

**PROJECT NAME:** Manatee County - The Rookery at Perico Preserve

**GRANTED TO:** Manatee County Board of County Commissioners  
Attn: Charlie Hunsicker, Natural Resources Department  
415 10th Street West  
Bradenton, FL 34205

**OTHER PERMITTEES:** N/A

**ABSTRACT:** This permit authorizes the construction of a surface water management system serving a 20.69 acre public park/ecological restoration project - including parking areas, recreational path, and a 16.27 acre wet pond. A 75-foot wide vegetated buffer is provided for water quality treatment. The site is located on the north side of State Road 64, approximately 2.5 miles west of 75th Street West, in Manatee County, Florida. Information regarding the wetlands and/or surface waters is stated below and on the permitted construction drawings for the project.

**OP. & MAIN. ENTITY:** Manatee County Board of County Commissioners

**OTHER OP. & MAIN. ENTITY:** N/A

**COUNTY:** MANATEE

**SEC/TWP/RGE:** S26/T34S/R16E, S27/T34S/R16E

**TOTAL ACRES OWNED  
OR UNDER CONTROL:** 175.84

**PROJECT SIZE:** 20.69 Acres

**LAND USE:** Government

**DATE APPLICATION FILED:** April 27, 2012

**AMENDED DATE:** N/A

## I. Water Quantity/Quality

POND No.	Area Acres @ Top of Bank	Treatment Type
1	16.27	NO TREATMENT SPECIFIED
	Total: 16.27	

Comments: The Engineer of Record has demonstrated that the treatment being provided meets or exceeds presumptive treatment criteria. Formal water quality treatment for the proposed parking area is provided by a 75-foot wide vegetated buffer as shown on the construction plans. The ecological restoration project areas and undisturbed areas (as permitted under ERP No. 47040580.000 entitled Perico Preserve Restoration, issued September 7, 2011) located down-gradient of the 75-foot wide vegetated buffer will provide additional beneficial water quality treatment prior to ultimate discharge to the adjacent wetlands. The proposed 16.27 acre wet pond, although not designed to provide formal water quality treatment, will provide additional beneficial water quality enhancement.

A mixing zone is not required.

A variance is not required.

## II. 100-Year Floodplain

Encroachment (Acre-Feet of fill)	Compensation (Acre-Feet of excavation)	Compensation Type	Encroachment Result* (feet)
0.00	0.00	No Encroachment	N/A

Comments: The FEMA 100-year floodplain is due to a tidal surge; no compensation is provided. Historic basin storage loss associated with the filling of 0.56 acres upland cut ditches is mitigated for by the proposed 16.27 acre wet pond.

\*Depth of change in flood stage (level) over existing receiving water stage resulting from floodplain encroachment caused by a project that claims Minimal Impact type of compensation.

## III. Environmental Considerations

### Wetland/Other Surface Water Information

Wetland/Other Surface Water Name	Total Acres	Not Impacted Acres	Permanent Impacts		Temporary Impacts	
			Acres	Functional Loss*	Acres	Functional Loss*
Surface Water #1	0.17	0.00	0.17	0.00	0.00	0.00
Surface Water #2	0.39	0.00	0.39	0.00	0.00	0.00
Total:	0.56	0.00	0.56	0.00	0.00	0.00

\* For impacts that do not require mitigation, their functional loss is not included.

### Wetland/Other Surface Water Comments:

Wetlands are not located within the project area for this ERP; however, there are 0.56 acre of other surface water features (FLUCCS 510), consisting of 0.56 acre of upland cut ditches, located within the project area. Permanent filling impacts to 0.56 acre of the project surface waters will occur for construction of a wet pond.

### Mitigation Information

#### Mitigation Comments:

Wetland mitigation is not required for permanent filling impacts to the upland cut ditches (Surface Water #1 and Surface Water #2) pursuant to Subsection 3.2.2.2 of the Basis of Review. Under this Subsection, wetland mitigation is not required for impacts to drainage ditches that were constructed in uplands and do not provide significant habitat for threatened or endangered species and were not constructed to divert natural stream flow.

### Specific Conditions

1. If the ownership of the project area covered by the subject permit is divided, with someone other than the Permittee becoming the owner of part of the project area, this permit shall terminate, pursuant to Rule 40D-1.6105, F.A.C. In such situations, each land owner shall obtain a permit (which may be a modification of this permit) for the land owned by that person. This condition shall not apply to the division and sale of lots or units in residential subdivisions or condominiums.
2. Unless specified otherwise herein, two copies of all information and reports required by this permit shall be submitted to the Regulation Department at the District Service Office that services this permit. The permit number, title of report or information and event (for recurring report or information submittal) shall be identified on all information and reports submitted.
3. The Permittee shall retain the design engineer, or other professional engineer registered in Florida, to conduct on-site observations of construction and assist with the as-built certification requirements of this project. The Permittee shall inform the District in writing of the name, address and phone number of the professional engineer so employed. This information shall be submitted prior to construction.
4. Within 30 days after completion of construction of the permitted activity, the Permittee shall submit to the Regulation Department at the District Service Office that services this permit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the required Statement of Completion and Request for Transfer to Operation Entity form identified in Chapter 40D-1, F.A.C., and signed, dated, and sealed as-built drawings. The as-built drawings shall identify any deviations from the approved construction drawings.
5. The District reserves the right, upon prior notice to the Permittee, to conduct on-site research to assess the pollutant removal efficiency of the surface water management system. The Permittee may be required to cooperate in this regard by allowing on-site access by District representatives, by allowing the installation and operation of testing and monitoring equipment, and by allowing other assistance measures as needed on site.
6. Wetland buffers shall remain in an undisturbed condition except for approved drainage facility construction/maintenance.
7. The following boundaries, as shown on the approved construction drawings, shall be clearly delineated on the site prior to initial clearing or grading activities:  
  
wetland and surface water areas  
  
wetland buffers  
  
limits of approved surface water impacts  
  
The delineation shall endure throughout the construction period and be readily discernible to construction and District personnel.
8. All Wetland and Surface Water boundaries shown on the approved construction drawings shall be binding upon the Permittee and the District.
9. The District, upon prior notice to the Permittee, may conduct on-site inspections to assess the effectiveness of

the erosion control barriers and other measures employed to prevent violations of state water quality standards and avoid downstream impacts. Such barriers or other measures should control discharges, erosion, and sediment transport during construction and thereafter. The District will also determine any potential environmental problems that may develop as a result of leaving or removing the barriers and other measures during construction or after construction of the project has been completed. The Permittee must provide any remedial measures that are needed.

10. This permit is issued based upon the design prepared by the Permittee's consultant. If at any time it is determined by the District that the Conditions for Issuance of Permits in Rules 40D-4.301 and 40D-4.302, F.A.C., have not been met, upon written notice by the District, the Permittee shall obtain a permit modification and perform any construction necessary thereunder to correct any deficiencies in the system design or construction to meet District rule criteria. The Permittee is advised that the correction of deficiencies may require re-construction of the surface water management system.
11. The Permitted Plan Set for this project includes the set received by the District on May 24, 2012.
12. Any future construction within the 75-foot wide vegetated water quality treatment buffer is prohibited unless authorized by formal modification of this ERP No. 44040091.002.
13. If prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, the permitted project should cease all activities involving subsurface disturbance in the immediate vicinity of such discoveries. The permittee, or other designee, should contact the Florida Department of State, Division of Historical Resources, Review and Compliance Section at 850.245.6333 or 800.847.7278, as well as the appropriate permitting agency office. Project activities should not resume without verbal and/or written authorization from the Division of Historical Resources. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

#### **GENERAL CONDITIONS**

1. The general conditions attached hereto as Exhibit "A" are hereby incorporated into this permit by reference and the Permittee shall comply with them.

**Michelle K. Hopkins, P.E.**

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Authorized Signature

## EXHIBIT A

### GENERAL CONDITIONS:

1. All activities shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications, shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. For general permits authorizing incidental site activities, the following limiting general conditions shall also apply:
  - a. If the decision to issue the associated individual permit is not final within 90 days of issuance of the incidental site activities permit, the site must be restored by the permittee within 90 days after notification by the District. Restoration must be completed by re-contouring the disturbed site to previous grades and slopes re-establishing and maintaining suitable vegetation and erosion control to provide stabilized hydraulic conditions. The period for completing restoration may be extended if requested by the permittee and determined by the District to be warranted due to adverse weather conditions or other good cause. In addition, the permittee shall institute stabilization measures for erosion and sediment control as soon as practicable, but in no case more than 7 days after notification by the District.
  - b. The incidental site activities are commenced at the permittee's own risk. The Governing Board will not consider the monetary costs associated with the incidental site activities or any potential restoration costs in making its decision to approve or deny the individual environmental resource permit application. Issuance of this permit shall not in any way be construed as commitment to issue the associated individual environmental resource permit.
4. Activities approved by this permit shall be conducted in a manner which does not cause violations of state water quality standards. The permittee shall implement best management practices for erosion and a pollution control to prevent violation of state water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
5. Water quality data for the water discharged from the permittee's property or into the surface waters of the state shall be submitted to the District as required by the permit. Analyses shall be performed according to procedures outlined in the current edition of Standard Methods for the Examination of Water and Wastewater by the American Public Health Association or Methods for Chemical Analyses of Water and Wastes by the U.S. Environmental Protection Agency. If water quality data are required, the permittee shall provide data as required on volumes of water discharged, including total volume discharged during the days of sampling and total monthly volume discharged from the property or into surface waters of the state.
6. District staff must be notified in advance of any proposed construction dewatering. If the dewatering activity is likely to result in offsite discharge or sediment transport into wetlands or surface waters, a written dewatering plan must either have been submitted and approved with the permit application or submitted to the District as a permit prior to the dewatering event as a permit modification. A water use permit may be required prior to any use exceeding the thresholds in Chapter 40D-2, F.A.C.



7. Stabilization measures shall be initiated for erosion and sediment control on disturbed areas as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased.
8. Off-site discharges during construction and development shall be made only through the facilities authorized by this permit. Water discharged from the project shall be through structures having a mechanism suitable for regulating upstream stages. Stages may be subject to operating schedules satisfactory to the District.
9. The permittee shall complete construction of all aspects of the surface water management system, including wetland compensation (grading, mulching, planting), water quality treatment features, and discharge control facilities prior to beneficial occupancy or use of the development being served by this system.
10. The following shall be properly abandoned and/or removed in accordance with the applicable regulations:
  - a. Any existing wells in the path of construction shall be properly plugged and abandoned by a licensed well contractor.
  - b. Any existing septic tanks on site shall be abandoned at the beginning of construction.
  - c. Any existing fuel storage tanks and fuel pumps shall be removed at the beginning of construction.
11. All surface water management systems shall be operated to conserve water in order to maintain environmental quality and resource protection; to increase the efficiency of transport, application and use; to decrease waste; to minimize unnatural runoff from the property and to minimize dewatering of offsite property .
12. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District a written notification of commencement indicating the actual start date and the expected completion date.
13. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the occupation of the site or operation of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to a local government or other responsible entity.
14. Within 30 days after completion of construction of the permitted activity, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the required Statement of Completion and Request for Transfer to Operation Entity form identified in Chapter 40D-1, F.A.C. Additionally, if deviation from the approved drawings are discovered during the certification process the certification must be accompanied by a copy of the approved permit drawings with deviations noted.
15. This permit is valid only for the specific processes, operations and designs indicated on the approved drawings or exhibits submitted in support of the permit application. Any substantial deviation from the approved drawings, exhibits, specifications or permit conditions, including construction within the total land area but outside the approved project area(s), may constitute grounds for revocation or enforcement action by the District, unless a modification has been applied for and approved. Examples of substantial deviations include excavation of ponds, ditches or sump areas deeper than shown on the approved plans.
16. The operation phase of this permit shall not become effective until the permittee has complied with the requirements of the conditions herein, the District determines the system to be in compliance with the permitted plans, and the entity approved by the District accepts responsibility for operation and maintenance of the system. The permit may not be transferred to the operation and maintenance entity approved by the

District until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall request transfer of the permit to the responsible operation and maintenance entity approved by the District, if different from the permittee. Until a transfer is approved by the District, the permittee shall be liable for compliance with the terms of the permit.

17. Should any other regulatory agency require changes to the permitted system, the District shall be notified of the changes prior to implementation so that a determination can be made whether a permit modification is required.
18. This permit does not eliminate the necessity to obtain any required federal, state, local and special District authorizations including a determination of the proposed activities' compliance with the applicable comprehensive plan prior to the start of any activity approved by this permit.
19. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40D-4 or Chapter 40D-40, F.A.C.
20. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the activities authorized by the permit or any use of the permitted system.
21. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under section 373.421(2), F.S., provides otherwise.
22. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rule 40D-4.351, F.A.C. The permittee transferring the permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to such sale, conveyance or other transfer.
23. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with District rules, regulations and conditions of the permits.
24. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the District and the Florida Department of State, Division of Historical Resources.
25. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

## **Notice of Rights**

### **ADMINISTRATIVE HEARING**

1. You or any person whose substantial interests are or may be affected by the District's action may request an administrative hearing on that action by filing a written petition in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), Uniform Rules of Procedure Chapter 28-106, Florida Administrative Code (F.A.C.) and District Rule 40D-1.1010, F.A.C. Unless otherwise provided by law, a petition for administrative hearing must be filed with (received by) the District within 21 days of receipt of written notice of agency action. "Written notice" means either actual written notice, or newspaper publication of notice, that the District has taken or intends to take agency action. "Receipt of written notice" is deemed to be the fifth day after the date on which actual notice is deposited in the United States mail, if notice is mailed to you, or the date that actual notice is issued, if sent to you by electronic mail or delivered to you, or the date that notice is published in a newspaper, for those persons to whom the District does not provide actual notice.
2. Pursuant to Subsection 373.427(2)(c), F.S., for notices of agency action on a consolidated application for an environmental resource permit and use of sovereignty submerged lands concurrently reviewed by the District, a petition for administrative hearing must be filed with (received by) the District within 14 days of receipt of written notice.
3. Pursuant to Rule 62-532.430, F.A.C., for notices of intent to deny a well construction permit, a petition for administrative hearing must be filed with (received by) the District within 30 days of receipt of written notice of intent to deny.
4. Any person who receives written notice of an agency decision and who fails to file a written request for a hearing within 21 days of receipt or other period as required by law waives the right to request a hearing on such matters.
5. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding District action is not available prior to the filing of a petition for hearing.
6. A request or petition for administrative hearing must comply with the requirements set forth in Chapter 28.106, F.A.C. A request or petition for a hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's action or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no material facts in dispute, and (3) otherwise comply with Rules 28-106.201 and 28-106.301, F.A.C. Chapter 28-106, F.A.C. can be viewed at [www.flrules.org](http://www.flrules.org) or at the District's website at [www.WaterMatters.org/permits/rules](http://www.WaterMatters.org/permits/rules).
7. A petition for administrative hearing is deemed filed upon receipt of the complete petition by the District Agency Clerk at the District's Tampa Service Office during normal business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding District holidays. Filings with the District Agency Clerk may be made by mail, hand-delivery or facsimile transfer (fax). The District does not accept petitions for administrative hearing by electronic mail. Mailed filings must be addressed to, and hand-delivered filings must be delivered to, the Agency Clerk, Southwest Florida Water Management District, 7601 US Hwy. 301, Tampa, FL 33637-6759. Faxed filings must be transmitted to the District Agency Clerk at (813) 987-6746. Any petition not received during normal business hours shall be filed as of 8:00 a.m. on the next business day. The District's acceptance of faxed petitions for filing is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation, available for viewing at [www.WaterMatters.org/about](http://www.WaterMatters.org/about).

## **JUDICIAL REVIEW**

1. Pursuant to Sections 120.60(3) and 120.68, F.S., a party who is adversely affected by final District action may seek judicial review of the District's final action. Judicial review shall be sought in the Fifth District Court of Appeal or in the appellate district where a party resides or as otherwise provided by law.
2. All proceedings shall be instituted by filing an original notice of appeal with the District Agency clerk within 30 days after the rendition of the order being appealed, and a copy of the notice of appeal, accompanied by any filing fees prescribed by law, with the clerk of the court, in accordance with Rules 9.110 and 9.190 of the Florida Rules of Appellate Procedure (Fla. R. App. P.). Pursuant to Fla. R. App. P. 9.020(h), an order is rendered when a signed written order is filed with the clerk of the lower tribunal.

Manatee County Board of County Commissioners  
Attn: Charlie Hunsicker, Natural Resources Department  
415 10th Street West  
Bradenton, FL 34205

R. Quince Sellers, P.E.  
WilsonMiller Stantec  
6900 Professional Parkway East  
Sarasota, FL 34240

Ryan Horstman  
2205 N 20th Street  
Tampa, FL 33605

U. S. Army Corps of Engineers  
Tampa Permitting Section  
The Atrium - 10117 Princess Palm Avenue; Suite 120  
Tampa, FL 33610