



**MANATEE COUNTY GOVERNMENT  
REQUEST FOR QUOTATION #13-1870-OV  
Lakewood Ranch Park – Site Improvements, Phase 1**

DATE ISSUED: October 11, 2013      DUE DATE: October 30, 2013 at 4:00 pm

**For Information Contact: Olga Valcich, Contract Specialist at 941-749-3055**

**Clarification of Question Deadline:    October 18, 2013 at 4:00 pm**

**Acceptable methods of receipt:**

Email Address:      olga.valcich@mymanatee.org  
FAX:                    (941) 749-3034  
US MAIL to:          Manatee County Purchasing Department  
                             1112 Manatee Avenue West, Suite 803, Bradenton FL 34205

**Table of Contents**

RFQ General Conditions.....	2 – 11
Quote Summary.....	12 -14
Manatee County Local Preference Law and Contractor Registration .....	15-17
Affidavit as to Local Business.....	18
Quotation Form .....	(3 pages)..... 19, 19A,19B
The Florida Trench Act.....	20
Public Contracting and Environmental Crimes Certification.....	21 – 22
Statement of No Offer.....	23
General Definitions.....	24 - 40
Measurement and Payment .....	(7 pages).....01270-1 - 7
Plans (Signed & Sealed) Phase 1 (VIA PDF).....	24 pages
Lakewood Ranch Geotechnical Report dated November 18, 2009, supplemented February 15, 2012.....	(Attachment "A")..... 19 pages
Contractor's Questionnaire....	(Attachment "B").....00430-1 - 4
Section 00500, Form of Agreement ....	(Attachment "C").....6 pages
Public Construction Bond.....	(Attachment "D").....3 pages

Manatee County invites your participation in the following quotation. The Specifications stated herein are of the minimum requirements. All quotes submitted must be in accordance with Request for Quotation and the Plan.

**Inspection of Site: A site visit is a Mandatory requirement to quote on this project. Please acknowledge site visit on the quotation form. A site visit may be arranged by contacting Mr. Walter Sowa III at (941) 708-7450, Ext. 7332 between the hours of 8:00 am and 3:00 pm.**

**MANATEE COUNTY GOVERNMENT**  
**REQUEST FOR QUOTATION #13-1870-OV**  
**Lakewood Ranch Park – Site Improvements, Phase 1**  
**5350 Lakewood Ranch Boulevard**

**PURPOSE**

It is the intent of the County of Manatee to purchase the services required to perform project improvements located within Lakewood Ranch Park along Mustang Alley north of Lakewood Ranch High School. The project improvements for the park will include three (3) new paved parking areas, two (2) along Mustang Alley and the third area is located north of the existing parking lot adjacent to the football stadium.

**LOCATION:** 5350 Lakewood Ranch Boulevard, Manatee County, FL.

**Inspection of Site:** **A site visit is a Mandatory requirement to quote on this project.**

Please acknowledge site visit on the quotation form, page 19. A site visit may be arranged by contacting Mr. Walter Sowa III at (941) 708-7450, Ext. 7332 between the hours of 8:00 am and 3:00 pm.

**SPECIFICATIONS**

Contractor must submit quotes strictly in accordance with specifications. Each variance to these specifications must be specifically stated by the Contractor on the quote form. Should the Contractor not furnish the County a list of exceptions and supporting data, the County will assume the Contractor is quoting in accordance with the specifications. Minimum specification requirements, Quoters are to adhere to current Manatee County Public Works Utility Standards, current FDOT Standard Specifications for Road and Bridge Construction, latest edition; all appropriate M.O.T., and record drawing requirements.

**CLARIFICATION**

It shall be the responsibility of all Contractors to request any additional clarification of the contents herein. Clarification will be furnished by written addendum from Purchasing. Contractors shall not accept any verbal or telecommunication explanation as authorized clarification of the contents herein.

**TAXES**

Manatee County is exempt from Federal Excise and State Sales Taxes (F.E.T. Exempt Cert. No. **59-78-0089K** and FL Sales Tax Exempt Cert (No. **85-801262206C-6**).

**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 **\$388.00** 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.

**MANATEE COUNTY GOVERNMENT**  
**REQUEST FOR QUOTATION #13-1870-OV**  
**Lakewood Ranch Park – Site Improvements, Phase 1**  
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**QUALITY GUARANTEE AND REMEDIAL CLAUSE**

If any work or material does not meet specifications, or materials furnished in conjunction with the work will not produce the results required of the work, the contractor will be required to rectify any and all work involved in the unsatisfactory situation. If the unsatisfactory work or materials involves other contractors who are blameless, then it shall be the responsibility of the contractor responsible for the faulty work or the furnishing of unsatisfactory materials to reimburse the blameless contractors for any and all additional work or materials required due to the faulty work or materials. All work, materials, and equipment furnished as defined herein shall be guaranteed and warranted by the Contractor for a minimum 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.

**QUALITY TERMS**

The County reserves the right to reject any or all work or materials used in the work, if in its judgment the work or materials reflect unsatisfactory workmanship, or manufacturing defects.

**BASIS OF AWARD**

Award will be made to the responsive, responsible Quoter having the lowest grand total price meeting specifications. **Inspection of the project site is a prerequisite for award.** The contractor shall give **72 hour notification** to the Project Manager, Mr. Walter Sowa, III (941) 708-7450 ext. # 7332 prior to commencement of work.

**QUALIFICATIONS OF QUOTER**

No person who is not certified or registered as a General Contractor **OR** a Certified Builder Contractor **OR** a Underground Utility Contractor pursuant to Florida Statutes, Chapter 489 on the day the Quote is submitted, and who has continuously held the certification or registration for a period of at least three (3) consecutive years immediately prior to the day the Quote is submitted, may be qualified to bid on this project. In the event that the Quoter is a business organization, including a partnership, corporation, business trust or other legal entity as set forth in F.S. 489.119(2), then the Quoter shall only be qualified to bid on this project if:

- 1) The Quoter (the business organization) is on the day the Quote is submitted, and for at least three (3) consecutive years immediately prior to the day the Quote is submitted has been, in continuous existence, properly licensed and registered as required by Florida law; and 2) the Quoter, on the day the Quote is submitted, has certified or registered Qualifying Agent, as required by F.S. 489.119, and that the Qualifying Agent has been the same qualifying Agent of the Quoter for a period of at least three (3) consecutive years immediately prior to the day the quote is submitted.

**MANATEE COUNTY GOVERNMENT  
REQUEST FOR QUOTATION #13-1870-OV  
Lakewood Ranch Park – Site Improvements, Phase 1  
5350 Lakewood Ranch Boulevard**

**QUALIFICATIONS OF QUOTER (Continued)**

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 Owner for the proper completion of all Work to be executed under this contract.

**UNBALANCED BIDDING PROHIBITED (Applicable to unit based only)**

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 quotes will include

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

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

**MANATEE COUNTY GOVERNMENT**  
**REQUEST FOR QUOTATION #13-1870-OV**  
**Lakewood Ranch Park – Site Improvements, Phase 1**  
**5350 Lakewood Ranch Boulevard**

**FRONT END LOADING PROHIBITED (Applicable to unit based only)**

Prices offered for performance and/or acquisition activities to occur early in the project schedule, such as: mobilization, clearing and grubbing; or maintenance of traffic, that are substantially higher than pricing of competitive quote's within the same portion of the project schedule, will be presumed to be front end loaded. Front end loaded quotes 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 quoter.

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

**RESERVED RIGHTS**

The County reserves the right to accept or reject any and/ or all quotes, to waive irregularities and technicalities, and to request resubmission. Also, the County reserves the right to accept all or any part of the quote 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.

**USE OF TRADE NAMES**

Brand or trade names referenced in the specifications are for comparison purposes only. Contractors may submit quotes on items manufactured by other than the manufacturer specified. In these instances quotes must be accompanied with all descriptive information necessary for a thorough evaluation of the proposed material or equipment such as detailed drawings and specifications, certified operation and test data, and experience records, as well as an itemized list of any variances from, or exceptions taken to the specifications. Failure of any Contractor to furnish this data will be cause for rejection of the specified item to which it pertains.

**REGULATIONS**

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

**MANATEE COUNTY GOVERNMENT  
REQUEST FOR QUOTATION #13-1870-OV  
Lakewood Ranch Park – Site Improvements, Phase 1  
5350 Lakewood Ranch Boulevard**

**COLLUSION**

All Contractors, by virtue of submitting their quotes, certify that it is without any previous understanding, agreements or connections, with any persons, firm or corporation submitting a quote for same, and is in all respects fair, and without collusion or fraud.

**SAVE HARMLESS CLAUSE**

The successful Contractor (s) covenants and agrees to indemnify and save harmless the County of Manatee, Florida and to defend same from all costs, expenses, damages, and attorney's fees, injury of loss, to which the County may be subjected by any person, firm, corporation or organization by reason of any wrongdoing, misconduct, want or need of care or skill, negligence or default or breach of contract, guaranty or warranty, by the successful Contractor(s), his employees, agents or assigns.

**COSTS INCURRED IN RESPONDING**

This solicitation does not commit the County to pay any costs incurred in the submission of quotes or make necessary studies or designs for the preparation thereof, nor to procure or contract for the equipment.

**ENCLOSURE**

Public Entity Crime Affidavit (Form No. PUR: 7068) shall be submitted complete with all quotes in excess of \$ 10,000.

**NO QUOTE**

The Statement of No Quote shall be submitted if applicable.

**EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

The County of Manatee, Florida, in accordance with the provisions of Title VI of the Civil rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR Part 8) issued pursuant to such Act, hereby notifies all Contractors that it will affirmatively ensure that in any contract entered into pursuant to this invitation, minority business enterprises will be afforded full opportunity to submit quotes in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration of an award.

**CANCELLATION**

The Purchase Order (Contract) shall be subject to immediate cancellation, if either product or service does not comply with the specifications, terms, or conditions stated herein. Products or services which do not comply with the specifications, terms or conditions stated herein will be returned and no payment for such defective items shall be due.

**MANATEE COUNTY GOVERNMENT**  
**REQUEST FOR QUOTATION #13-1870-OV**  
**Lakewood Ranch Park – Site Improvements, Phase 1**  
**5350 Lakewood Ranch Boulevard**

**INSURANCE COVERAGE**

The Quoter 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. Minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy) shall be as follows:

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 Worker's Compensation Act, the Longshoremen's and Harbor Worker's Compensation Act or any other coverage required by the contract documents which are customarily insured under Part One of the standard Worker's Compensation Policy.

Part Two – The minimum amount of coverage for the coverage required by the contract documents which are customarily insured under Part Two of the standard Worker's Compensation Policy shall be:

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

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 the Limits of Insurance (Designated Project of Premises) endorsement (ISO Form GC 25 03) to a Commercial General Liability Policy with the following minimum limits:

Products/Completed Operations Aggregate	\$ 1,000,000
Personal and Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Fire Damage (Any one fire)	\$ NIL
Medical Expense (Any one person)	\$ NIL

**ADDITIONAL INSURED:** Manatee County, a political subdivision of the State of Florida, shall be specifically named as additional insured on the Commercial General Liability Policy.

c. Business Auto Policy

Each Occurrence Bodily Injury and Property	
Damage Liability Combined	\$ 300,000
Annual Aggregate (If Applicable)	\$1,000,000

**ADDITIONAL INSURED:** Manatee County, a political subdivision of the State of Florida shall be specifically named as additional insured on the Business Auto Policy.

**MANATEE COUNTY GOVERNMENT**  
**REQUEST FOR QUOTATION #13-1870-OV**  
**Lakewood Ranch Park – Site Improvements, Phase 1**  
**5350 Lakewood Ranch Boulevard**

**INSURANCE COVERAGE (Continued)**

d. County's Protective Liability Coverage

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

e. Property Insurance

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

f. Installation Floater

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

g. Certificates of Insurance and Copies of Policies

Certificates of Insurance in triplicate evidencing the insurance coverage specified herein 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 Quote number and the title of the project.

h. Certificates of Insurance and Copies of Policies All insurance policies required herein shall be issued by companies that are authorized to do business under the laws of the State of Florida and hold an A.M. Best rating of A- or better. Insurance, as specified herein, shall remain in force and effect for the duration of the project including any warranty periods.



**MANATEE COUNTY GOVERNMENT**  
**REQUEST FOR QUOTATION #13-1870-OV**  
**Lakewood Ranch Park – Site Improvements, Phase 1**  
**5350 Lakewood Ranch Boulevard**

**h. Complete Policies (Continued)**

The entire and complete insurance policies required herein shall be provided to the County upon request.

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 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, material men or employees in relation to this Contract.

**i. 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 Board of Commissioners, 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**  
**1112 Manatee Avenue West 8<sup>th</sup> Fl**  
**Bradenton, FL 34205**  
**Attn: Olga Valcich, CPPB, Contract Specialist**  
**Email: [olga.valcich@mymanatee.org](mailto:olga.valcich@mymanatee.org)**

**j. By way of its submission of a Quote hereto, Quoter:**

1. Represents that Quoter maintains, and will maintain during the term of any Contract arising from this solicitation, insurance coverage from responsible companies duly authorized to do business in the State of Florida, as set forth in this solicitation; and
2. Agrees that upon County's request, appropriate evidence of the insurance requirements set forth in this solicitation will be produced by Quoter within ten (10) calendar days from the date of Notice of Intent to Award.
3. Agrees that, insurance should not be cancelled without thirty (30) days notice to County and must be endorsed to provide same. Failure of Quoter to obtain and maintain proper amounts of insurance as called for herein shall constitute a material breach of Contract by the successful Quoter.

**MANATEE COUNTY GOVERNMENT**  
**REQUEST FOR QUOTATION #13-1870-OV**  
**Lakewood Ranch Park – Site Improvements, Phase 1**  
**5350 Lakewood Ranch Boulevard**

**RETAINAGE**

(Contract under \$100,000)

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.

(Contract over \$100,000)

A **retainage** of 2.5% of the total Work in place shall be withheld from payments until 75% of the Work has been completed. After 75% completion, this retainage shall be reduced to 1% of the total Work in place, plus such amount as the County may reasonably deem necessary to repair, replace, complete or correct any damaged, defective, incorrect or incomplete work.

**BID BOND/CERTIFIED CHECK (For Projects Over \$100,000.00)**

By offering a submission to this Request for Quotation, the Quoter agrees should the Quoter's Response be accepted, **to execute the form of Contract and present the same to Manatee County for approval within ten (10) calendar days after notice of Intent to Award.** The Quoter further agrees that failure to execute and deliver said form of Contract within ten (10) calendar 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 Request for Quotation in the amount of five (5%) percent of the total amount of the Quote. The Quoter further agrees that in case the Quoter fails to enter into a Contract, as prescribed by Manatee County, the Bid Bond/Certified Check accompanying the Quote shall be forfeited to Manatee County as agreed liquidated damages. If the County enters into a Contract with a Quoter, or if the County rejects any and / or all Bids, accompanying bond will be promptly returned.

**PERFORMANCE AND PAYMENT BONDS**

The successful quoter shall furnish surety bonds as security for faithful performance of the contract awarded as a result of this quote, 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 quote award (100% each) and from a duly authorized and nationally recognized surety company, authorized to do business in Florida, satisfactory to this County. The attorney-in-fact who signs the bonds must file with the bonds a certificate and effective dated copy of power-of-attorney. (Reference Florida Statute 255.05)

Furnishing the performance and payment bonds shall be requisite to execution of a contract with the County. Said performance and payment bonds will remain in force for the duration of the contract with the premiums paid by the contractor. Failure of successful quoter 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 quoter or

**MANATEE COUNTY GOVERNMENT  
REQUEST FOR QUOTATION #13-1870-OV  
Lakewood Ranch Park – Site Improvements, Phase 1  
5350 Lakewood Ranch Boulevard**

**PERFORMANCE AND PAYMENT BONDS (Continued)**

re-advertise this Quotation. If another quote is accepted, and notice given within 90 days after the opening of quotes, this acceptance shall bind the quoter as though they were originally the successful quoter.

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.

**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 Price and will subdivide the Work into component parts in sufficient detail to serve as a 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.

**BE GREEN**

All Quoters 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 as an attachment to your quote submittal.

**END OF SECTION**

**MANATEE COUNTY GOVERNMENT**  
**REQUEST FOR QUOTATION #13-1870-OV**  
**Lakewood Ranch Park – Site Improvements, Phase 1**  
**5350 Lakewood Ranch Boulevard**

**QUOTE SUMMARY**

- A. The Work included in this contract consists of site demolition, clearing and grubbing, and improvements to the Lakewood Ranch Park which will include three (3) new paved parking areas, two (2) along Mustang Alley and the third area is located north of the existing parking lot adjacent to the football stadium.
- B. Quoters are to adhere to current Manatee County Public Works Utility Standards, current FDOT Standard Specifications for Road and Bridge Construction, latest edition.
- C. 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 attached Contract Drawings.
- D. The Contractor shall perform the Work complete, in place and ready for continuous service and shall include any repairs, replacements, and / or restoration required as a result of damages caused prior to acceptance by the County.
- E. The Contractor shall furnish and install all materials, equipment and labor which is reasonably and properly inferable and necessary for the proper completion of the Work whether specifically indicated in the Contract Documents or not.
- F. This project shall be constructed under a single contract.
- G. Maintenance of Traffic: Open pits, trenches, unpaved streets, debris, or other obstructions due to construction that will prevent the normal flow of traffic during an extended construction stoppage, for any reason, shall be minimized. In the event an extended construction stoppage is found to be necessary, the Contractor shall, at his own expense, provide normal traffic flow during extended construction stoppage. Extended stoppage will be defined by the County. Contractor shall provide a Maintenance of Traffic (M.O.T.) plan prior to construction. The M.O.T. plan shall show all proposed traffic control signs, pavement markings, and barricades and shall detail all proposed construction sequencing. The M.O.T. plan shall be approved by the Engineer, County and Roadway Jurisdictional Agency prior to any construction.
- H. As-Built Drawings shall be provided by the Contractor to the Engineer three (3) weeks prior to final inspection. All As-Built Data shall be provided by a Florida Licensed Surveyor, Signed, and Sealed and dated by the responsibility party.

Final payment to the Contractor shall not be made until all As-Built Drawings have been approved by the Engineer and the County.

**MANATEE COUNTY GOVERNMENT  
REQUEST FOR QUOTATION #13-1870-OV  
Lakewood Ranch Park – Site Improvements, Phase 1  
5350 Lakewood Ranch Boulevard**

**SUBCONTRACTORS, SUPPLIERS AND OTHERS**

The identity of subcontractors, suppliers, and other persons and organizations (including those who furnish the principal items of material and equipment) may be requested by the County for each quote item from any of the Quoters; and the Quoter shall respond within five (5) 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 the County. If County, after due investigation, has reasonable objection to any proposed subcontractor, supplier, other person or organization, the County may before the Notice of Award is given, request the apparent successful Quoter to submit an acceptable substitute without an increase in the Contract Price or Contract Time.

If apparent successful Quoter declines to make any substitution, the County may award the contract to the next lowest qualified Quoter 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 Owner for the proper completion of all Work to be executed under this contract

**EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

It is the responsibility of each Quoter before submitting a Quote, to (a) examine the Quote 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 Quoter's observations with the Quote Documents; and (e) notify County of all conflicts, errors, or discrepancies in the Quote Document.

The accuracy of the existing utility locations shown on the plans is approximate and without express or implied warranty. Each Quoter may, at Quoter'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 Quoter deems necessary to determining his Quote for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

**MANATEE COUNTY GOVERNMENT  
REQUEST FOR QUOTATION #13-1870-OV  
Lakewood Ranch Park – Site Improvements, Phase 1  
5350 Lakewood Ranch Boulevard**

**SITE VISIT**

Prior to the submission of a quote, each quoter shall visit the site to become familiar with all conditions that may affect services that are required to completely execute the full intent of these specifications. Signature on Quote Form, page 19 will attest that the above investigation has been complete.

**PERMITS AND FEES**

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

**END OF SECTION**

**MANATEE COUNTY GOVERNMENT  
REQUEST FOR QUOTATION #13-1870-OV  
Lakewood Ranch Park – Site Improvements, Phase 1  
5350 Lakewood Ranch Boulevard**

**MANATEE COUNTY LOCAL PREFERENCE LAW AND CONTRACTOR REGISTRATION**

Contractor Registration

All Contractors are encouraged to register with Manatee County using the on-line “Contractor 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 Contractor 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 “Contractor Registration”.

This will bring up the Contractor 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.

**MANATEE COUNTY GOVERNMENT**  
**REQUEST FOR QUOTATION #13-1870-OV**  
**Lakewood Ranch Park – Site Improvements, Phase 1**  
**5350 Lakewood Ranch Boulevard**

**Section 2-26-6. Local preference, tie quotes, local business defined.**

(a) Whenever a responsible local business Quoter and a responsible non-local business Quoter are found, upon the opening of bids, to have both submitted the lowest responsive bid, the bid of the local Quoter shall be awarded the contract. Should more than one responsible local business Quoter match the responsible non-local business Quoter's lowest responsive bid, or should no responsible local business Quoter match the lowest responsive bid but two or more responsible non-local business Quoters 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 Quoters 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 Quoter's location materially affects the provisions of the services or supplies that are required by the invitation.

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

(d) **Each solicitation for bids made by the County shall contain terms expressly describing the local business preference policies of the County, and shall provide that by electing to submit a bid pursuant to a request for bids, all Quoters 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;



**MANATEE COUNTY GOVERNMENT  
REQUEST FOR QUOTATION #13-1870-OV  
Lakewood Ranch Park – Site Improvements, Phase 1  
5350 Lakewood Ranch Boulevard**

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

3. Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;

4. Purchases or contracts made pursuant to a non-competitive award process, unless otherwise provided by this section;

5. Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the County commission or County Administrator, or where such suspension is, in the opinion of the County attorney, required by law.

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

1. Has not within the five years prior to the bid announcement admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law, or a law or administrative regulation regarding fraud;

2. Is not currently subject to an unresolved citation or notice of violation of any Manatee County Code provision, except citations or notices, which are the subject of a current legal appeal, as of the date of the bid announcement;

3. Is not delinquent in the payment of any fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, except any such sums which are the subject of a current legal appeal.

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

**END OF SECTION**

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

**A. Authorized Representative**

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

and the duly authorized representative of: [name of business] \_\_\_\_\_

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

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

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

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

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

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

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

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

STATE OF FLORIDA

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

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

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

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

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

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

**MANATEE COUNTY GOVERNMENT**  
**REQUEST FOR QUOTATION #13-1870-OV**  
**Lakewood Ranch Park – Site Improvements, Phase 1**

**DATE DUE: October 30, 2013 at 4:00 pm**

To: Manatee County Purchasing Division, Suite 803  
1112 Manatee County Government  
Bradenton, Florida 34205  
Attention: **Olga Valcich/ RFQ #13-1870-OV**

We, the undersigned hereby declare that we have reviewed the quote documents and with full knowledge and understanding of the aforementioned, herewith submit our quote. We understand that the specifications documents and general conditions in their entirety are made a part of any agreement or contract between the County of Manatee and the successful Quoter.

We propose to furnish, Manatee County, the services required to provide the services required to perform project improvements within Lakewood Ranch Park located at 5350 Lakewood Ranch Boulevard, Manatee County, Florida in accordance with the attached technical specifications, and plans as specified herein, at the following price:

**Note:** In accordance with Florida State Statutes, Section 255.0525, construction projects with a **value in excess of \$300,000.00** must be competitively bid with public announcement. Therefore, if your Quote will exceed the statutory threshold of **\$300,000.00**, **it is recommended that you submit a "Statement of No Offer" utilizing the form located on page 23 of this Request for Quotation.**

\_\_\_\_\_  
Company Name Phone Number

\_\_\_\_\_  
Address (City, State, Zip Code) Fax Number

\_\_\_\_\_  
Authorized Signature Date

EMAIL ADDRESS: \_\_\_\_\_

ACKNOWLEDGE ADDENDUM NO. \_\_\_\_\_ DATE \_\_\_\_\_

ACKNOWLEDGE ADDENDUM NO. \_\_\_\_\_ DATE \_\_\_\_\_

ACKNOWLEDGE ADDENDUM NO. \_\_\_\_\_ DATE \_\_\_\_\_

SITE VISIT PERFORMED (QUOTER) \_\_\_\_\_ DATE \_\_\_\_\_

# QUOTE FORM

## RFQ# 13-1870-OV LAKEWOOD RANCH PARK - Site Improvements Phase I

ITEM NO.	DESCRIPTION	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
		<b>Base Bid</b>				
1	2.01	Mobilization	1	LS	\$	\$
2	2.02	Erosion and Sedimentation Control	1	L.S.	\$	\$
3	2.03	Silt fence	3,740	L.F.	\$	\$
4	2.04	Site Demolition, Clearing and Grubbing	1	L.S.	\$	\$
5	2.05	Finish Grading	1	L.S.	\$	\$
6	2.06	Stabilized Subgrade	28	S.Y.	\$	\$
7	2.07	Base Course	28	S.Y.	\$	\$
8	2.08	Asphalt Pavement	28	S.Y.	\$	\$
9	2.09	Drainage Structure				
9A	2.09.1	Outfall Control Structure	1	Each	\$	\$
9B	2.09.2	FDOT Type"E" Inlet	1	Each	\$	\$
9C	2.09.3	Nyloplast Grate Inlet	6	Each	\$	\$
10	2.10	Rip Rap	5	C.Y.	\$	\$
11	2.11	Mitered End Section	8	Each	\$	\$
12	2.12	Storm Pipe				
12A	2.12.1	12" x 18" RCP	35	L.F.	\$	\$
12B	2.12.2	19" x 30" RCP	190	L.F.	\$	\$
12C	2.12.3	30" RCP	65	L.F.	\$	\$
12D	2.12.4	15" PE Storm Pipe	123	L.F.	\$	\$
12E	2.12.5	18" PE Storm Pipe	338	L.F.	\$	\$
13	2.13	Sod	187,000	S.F.	\$	\$
14	2.14	Irrigation	1	L.S.	\$	\$
		<b>Base Bid Total</b>				\$
		<b>Number of Calendar Days to Complete the Project</b>				

QUOTER: \_\_\_\_\_

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

RFQ# 13-1870-OV LAKEWOOD RANCH PARK - Site Improvements Phase I						
ITEM NO.	DESCRIPTION	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
		<b>Alternate #1 (Drive Aprons (5) on Mustang Alley)</b>				
1	2.04	Site Demolition, Clearing and Grubbing	1	L.S.	\$	\$
2	2.06	Stabilized Subgrade	637	S.Y.	\$	\$
3	2.07	Base Course	387	S.Y.	\$	\$
4	2.08	Asphalt Pavement	387	S.Y.	\$	\$
5	2.15	Concrete Sidewalk Ramps	8	Each	\$	\$
6	2.16	Signs	1	L.S.	\$	\$
7	2.17	Pavement Markings	1	L.S.	\$	\$
8	2.18	Concrete Curb				
8A	2.18.1	Valley Curb	375	L.F.	\$	\$
8B	2.18.2	Type F Curb	220	L.F.	\$	\$
8C	2.18.3	Ribbon Curb	125	L.F.	\$	\$
		<b>Alternate #1 Total</b>				\$
		<b>Number of Calendar Days to Complete the Project</b>				
		<b>Alternate #2 (Drive Aprons (2) on Malachite Drive)</b>				
1	2.04	Site Demolition, Clearing and Grubbing	1	L.S.	\$	\$
2	2.06	Stabilized Subgrade	270	S.Y.	\$	\$
3	2.07	Base Course	176	S.Y.	\$	\$
4	2.08	Asphalt Pavement	176	S.Y.	\$	\$
5	2.16	Signs	1	L.S.	\$	\$
6	2.17	Pavement Markings	1	L.S.	\$	\$
7	2.18	Concrete Curb				
7A	2.18.1	Valley Curb	150	L.F.	\$	\$
7B	2.18.2	Type F Curb	130	L.F.	\$	\$
7C	2.18.3	Ribbon Curb	50	L.F.	\$	\$
		<b>Alternate #2 Total</b>				\$
		<b>Number of Calendar Days to Complete the Project</b>				
		<b>Base Bid plus Alternate #1 Total</b>				\$
		<b>Base Bid plus Alternate #2 Total</b>				\$
		<b>Base Bid plus Alternate #1 and #2 Total</b>				\$

QUOTER: \_\_\_\_\_

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 **RFQ #13-1870-OV**
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 Owner 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 RFQ, 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 \_\_\_\_\_, 20\_\_\_\_\_.  
(Impress official seal)

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

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

# 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 Quoters or prospective Quoters in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or

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

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

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such an entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above

**PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION**  
**(Continued)**

set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities.

Indicia of control

shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

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

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

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

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

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

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



## STATEMENT OF NO OFFER

If you do not intend to quote please return this form immediately:

### Acceptable methods of return:

**Email**-----see front of Request for Quote.

**Fax**----- (941) 749-3034

### Mail To:

**Manatee County Purchasing Office  
1112 Manatee Avenue West, Suite 803  
Bradenton, FL 34205**

We, the undersigned, have declined to quote on **RFQ#13-1870-OV**, for the following reason(s):

- ☐ Specifications too restrictive
- ☐ Insufficient time to respond
- ☐ We do not offer this product or service
- ☐ Our schedule would not permit us to perform
- ☐ Unable to meet specifications
- ☐ Specifications unclear (explain below)
- ☐ Other (specify below)

### REMARKS PLEASE PRINT

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Company Name \_\_\_\_\_

Company Address \_\_\_\_\_

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

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

Signature: \_\_\_\_\_

(Print or type name and title of above signer)

GENERAL CONDITIONS  
For Construction Quotations as a Stipulated Unit Cost Contract

ARTICLE I - DEFINITIONS

Whenever used in the Quotation 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 quotations which clarify or change the quotation documents or the contract documents.

Agreement - The written Agreement between Owner 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 Owner 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 quotation from the person, firm, or corporation which in the Owner'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.

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

Quoter - One who submits a quotation directly to the Owner, as distinct from a sub-contractor who submits an offer to a Contractor.

Quotation Documents - Consists of the Quotation, which includes but is not limited to: the Quotation form, drawings, technical specifications, terms and conditions, and the proposed contract documents (including all Addenda issued prior to receipt of quotations); 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 Owner 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 Owner-caused changes in the Work, differing site conditions, suspensions of the Work, or termination for convenience by Owner.

Contract Documents - The Agreement, Addenda (which pertain to the contract documents), Contractor's quotation (including documentation accompanying the quotation and any post-quotation 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 Owner 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 Owner 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 Owner).

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 quotation 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 Owner, 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 Owner, 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 contractor 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 contractor stating Award has been approved by the Purchasing Official in accordance with Manatee County Purchasing Ordinance.

Notice of Intent to Award - The written notice to the apparent low quoter stating Award has been recommended with final Award to be authorized by the Ordinance 08-43, Manatee County Purchasing Code.

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

Owner - Manatee County Florida, Board of County Commissioners.

Preconstruction Conference - Prior to starting the Work, a meeting scheduled by Owner 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 Owner who is assigned to the project or any part thereof.

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 Owner.

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 Quoter - The lowest qualified, responsible and responsive Quoter to whom an award is made.

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

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 Owner 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 Owner to govern the Work, to protect the functions of the local government and its citizens and to aid in providing appropriate surveillance. The Owner 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 Owner, after necessary rescheduling and obtaining additional information for specific purposes, shall review and approve the schedule. The Contractor shall also forward to the Owner, 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 Owner's review and approval. In addition, more detailed schedules may be required by the Owner for daily traffic control.

- 2.2 A Notice to Proceed may be given at any time within thirty (30) days after the effective date of the Agreement. The contract time will commence at the time specified in such notice. Contractor shall start to perform the Work on the date specified in the notice to proceed, but no work shall be done at the site prior to the date on which the contract time commences to run.
- 2.3 If at any time the materials and appliances to be used appear to the Owner as insufficient or improper for securing the quality of work required or the required rate of progress, the Owner 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 Owner to demand any increase of such efficiency or any improvement shall not release the Owner 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 Owner may require the Contractor to remove from the Work such employees as the Owner deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the Work is deemed to be contrary to the Owner's interest.
- 2.4 The Owner 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 Owner 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 the Owner of Manatee.

Should a conflict exist within the contract documents, the precedence in ascending order of authority are as follows: 1) Standard Printed Contract Documents, 2) Special Conditions, 3) General Conditions 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 Quotations, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the contract documents) shall be effective to change the duties and responsibilities of Owner, 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 A Formal Written Amendment (where applicable)

3.3.2 A Change Order

3.3.3 Administrative Contract Adjustment (ACA) (where applicable)

- 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 (not applicable)

3.4.2 Engineer's approval of a Shop Drawing or sample. (where applicable)

#### 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 Owner'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 Owner 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 Owner on account of such overtime work. At Owner'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 Owner 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 Owner or Engineer and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of Owner 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. Owner 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 Owner. 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 Owner'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 Owner, is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in the work or variations from the contract documents have been caused thereby. If Owner 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 Quotation, 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, Owner/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 Quotation, 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 Owner 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. Owner 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 Owner 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 Quotation 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 Quotation, 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 Owner, 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 Owner in writing, and the Owner 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 - OWNER'S RESPONSIBILITIES

- 5.1 Owner shall furnish the data required of Owner under the contract documents promptly and shall make payments to the Contractor within a reasonable time (no more than 45 days) after the Work has been accepted by the Owner. 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 Owner/Engineer. Standard Owner forms shall be utilized.
- 5.2 The Owner 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 Owner 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, Owner 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 Owner and Contractor shall execute appropriate change orders (or written amendments) covering changes in the Work which are ordered by Owner, 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 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 of the following ways (at Owner'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 20% Contractor's fee for overhead and profit. (Contractor shall submit an itemized cost breakdown together with supporting data.)
- 7.4 Either Owner 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 Owner 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 Owner 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 years or as otherwise stated herein) and guarantees to Owner that all work will be in accordance with the contract documents and will not be defective; that Owner, representatives of Owner, 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 Owner).
- 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, Owner 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 Owner 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, Owner may correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, Owner 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 Owner has paid Contractor but which are stored elsewhere. All direct, indirect and costs of Owner 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 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 Owner and in accordance with Owner's written instructions, either correct such defective work or if it has been rejected by Owner, remove it from the site and replace it with non-defective work. If Contractor does not promptly comply with the terms of such instruction, Owner 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 Owner 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 Owner 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 Owner 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 Owner has paid Contractor but which are stored elsewhere, and finish the work as Owner 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 Owner. Such costs incurred by Owner shall be verified by Owner and incorporated in a change order; but in finishing the work, Owner 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 Owner 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 Owner terminate the Agreement and recover from Owner 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 Owner has failed to make any payment as aforesaid, Contractor may upon seven (7) days written notice to Owner stop the work until payment 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 Owner 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 Owner/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; the Contractor may request a conference with the Purchasing Official. Claims include, without limitation, disputes arising under the contract and those based upon breach of contract, mistake, misrepresentation, or other cause for modification or revision. Contract claims shall use the process detailed in Section 2-26-63, Manatee Owner Purchase Code, Ordinance 09-52.

#### ARTICLE 12 - RESIDENT PROJECT REPRESENTATIVE - DUTIES, RESPONSIBILITIES

- 12.1 Resident Project Representative is Engineer/Owner's Agent, who will act as directed by and under the supervision of the Engineer, and who will confer with Owner/Engineer

regarding his actions. Resident Project Representative's dealing in matters pertaining to the on-site work shall, in general, be only with the Owner/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 Owner/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 Owner/Engineer and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.
- 12.2.3 Serve as Owner/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 Owner/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 Owner/Engineer of their availability for examination.
- 12.2.5 Advise Owner/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 Owner/Engineer.
- 12.2.6 Conduct on-site observations of the work in progress to assist Owner/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 Owner/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 Owner/Engineer when he believes work should be corrected or rejected or should be uncovered of observation or requires special testing, inspection or approval.
- 12.2.8 Verify that tests, equipment and system start-ups and operating and maintenance instructions are conducted as required by the contract documents and in the presence of the required personnel, and that Contractor maintains adequate records thereof; observe, record and report to Engineer appropriate details relative to the test procedures and start-ups.



- 12.2.9 Accompany visiting inspectors representing public or other agencies having jurisdiction over the project; record the outcome of these inspections and report to Owner/Engineer.
- 12.2.10 Transmit to Contractor, Owner/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 Owner/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, Owner/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 Owner/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 Owner/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 Owner/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 Owner/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 Owner/Engineer for his review prior to final acceptance of the work.

- 12.2.20 Before Owner/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 Owner/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 Owner/Engineer concerning acceptance.
- 12.3 Except upon written instructions of Owner/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 Owner/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 Owner 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 employees 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 Owner. Standard County forms shall be utilized.

#### **END OF SECTION**

## SECTION 01270

### MEASUREMENT AND PAYMENT

#### PART 1 GENERAL

##### 1.01 Description

- A. Payment for all Work done in compliance with the Contract Documents, inclusive of furnishing all manpower, equipment, materials, and performance of all operations relative to construction of this project, will be made under Pay Items listed herein. Work for which there is not a Pay Item will be considered incidental to the Contract and no additional compensation will be allowed.
- B. The Owner reserves the right to alter the Drawings, modify incidental work as may be necessary, and increase or decrease quantities of work to be performed to accord with such changes, including deduction or cancellation of any one or more of the Pay Items. Changes in the work shall not be considered as a waiver of any conditions of the Contract nor invalidate any provisions thereof. When changes result in changes in quantities of Work to be performed, the Contractor will accept payment according to Contract Unit Prices that appear in the original Contract.
- C. Quantities necessary to complete the work as shown on the Drawings or as specified herein shall govern over those shown in the Proposal. The Contractor shall take no advantage of any apparent error or omission in the Drawings or Specifications, and the Engineer shall be permitted to make corrections and interpretations as may be deemed necessary for fulfillment of the intent of the Contract Documents.
- D. The Engineer will make measurements and determinations as necessary to classify the work within pay items and determine the quantities for pay purposes; such decisions will be final after 3 days if the Contractor does not submit a written notice as defined in the following paragraph.
- E. If the Contractor differs with the Engineer's classification of the Pay Items or determination of quantities of the Pay Items, he must notify the Engineer in writing within 3 days of the time that the Contractor is informed of the Engineer's decision. Otherwise the Owner will not consider any such difference as a claim for payment.
- F. Failure on the part of the Contractor to construct any item to plan or authorized dimensions within the specification tolerances shall result in: reconstruction to acceptable tolerances at no additional cost to the Owner; acceptance at no pay; or, acceptance at reduced final pay quantity or reduced unit price, all at the discretion of the Engineer.

- G. Work shall not be considered complete until all testing has been satisfactorily completed and the item of work has demonstrated compliance with plans and specifications.
- H. A preliminary monthly application for payment shall be submitted to the Owner/Engineer for review five (5) days prior to the submittal for approval of the Contractor's monthly payment request.
- I. Where FDOT pay item numbers are shown on the bid form, they generally follow FDOT pay item number formatting; however, they are only provided in order to use them for pay application purposes. FDOT pay item descriptions do not apply; utilize the descriptions on the bid form and within this section to determine the work associated with each pay item.

## **PART 2 PAY ITEMS**

### **2.01 Mobilization**

#### **A. Work Includes**

Preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site. Work also includes obtaining necessary permits, maintenance of traffic, bonds, and insurance as well as providing surveying stake out services to lay out the proposed improvements.

#### **B. Unit of measurement is lump sum.**

### **2.02 Erosion and Sedimentation Control**

#### **A. Work Includes**

Preparation and implementation of stormwater pollution prevention control plan (erosion control plan), implementation of construction entrances, including monitoring, inspecting, and reporting, providing erosion and sediment control measures, preparing and filing EPA-NPDES NOI and NOT forms, and providing required contractor certifications.

#### **B. Unit of measurement is lump sum.**

### **2.03 Silt Fence**

A. Work Includes

Furnishing all necessary labor, equipment, material and transportation necessary to install silt fence as indicated on the plans or authorized by the Engineer

B. Unit of measurement is linear feet.

### **2.04 Site Demolition, Clearing and Grubbing**

A. Work Includes

Furnishing all necessary labor, equipment, material and transportation necessary to install and maintain tree protection, complete the removal and disposal of all trees, brush, stumps, roots, grass, weeds, rubbish and all other obstructions (including wood posts, port-o-potty, light poles, curb, sidewalk, etc.) resting on or protruding through the surface of the existing ground in excavation areas or as indicated on the plans or authorized by the Engineer. Includes restoration of facilities/infrastructure incidentally damaged during construction.

B. Unit of measurement is lump sum.

### **2.05 Finish Grading**

A. Work Includes

Furnishing of equipment and labor for the placement and compaction of all embankment and fill material, excavation where required, the grading of all slopes and planting areas, the construction or re-channelization of all ditches and swales, the shaping or reshaping of slopes, stabilization, all final dressing, dewatering, and all other earthwork operations required for the completion of the project. The work shall also include the construction and maintenance of temporary swales, berms, and settling basins for control of erosion and turbidity related to clearing and grubbing, excavation, and grading of the site.

B. Unit of measurement is lump sum.

## **2.06 Stabilized Subgrade**

### **A. Work Includes**

Placing, grading, mixing, and compacting stabilized subgrade material. The amount and nature of the stabilizing material to be added shall be determined by the Contractor.

### **B. Unit of measurement is square yards.**

### **C. Whenever coring or other data indicates that the sub-base thickness is less than called for on the Plans (thicknesses required by the plans shall be considered to be minimum thicknesses), or does not otherwise meet the Specifications, the Contractor will correct the deficiency by replacing the full thickness for a length extending 50' from each end of the deficient area. The Contractor will receive no compensation for any sub-base so removed, for work in removing such sub-base, and will be paid only for accepted sub-base within the allowable limit. Sub-base in excess of the thickness called for on the Plans will be allowed to remain in place and no extra compensation paid to the Contractor, provided the excess thickness does not cause unsatisfactory conditions and is compatible with the adjacent work.**

## **2.07 Base Course**

### **A. Work Includes**

Placing, grading and compacting the pavement base course material.

### **B. Unit of measurement is square yards.**

### **C. Whenever coring or other data indicates that the base is less than called for on the Plans (thicknesses required by the plans shall be considered to be minimum thicknesses), or does not otherwise meet the Specifications, the Contractor will correct the deficiency by replacing the full thickness for a length extending 50' from each end of the deficient area. The Contractor will receive no compensation for any base so removed, for work in removing such base, and will be paid only for accepted pavement within the allowable limit. Base in excess of the thickness called for on the Plans will be allowed to remain in place and no extra compensation paid to the Contractor, provided the excess thickness does not cause unsatisfactory conditions and is compatible with the adjacent work.**

## **2.08 Asphalt Pavement**

### **A. Work Includes**

Hauling, sanding, prime, tack and surface courses, compaction, leveling, finishing, testing.

### **B. Unit of measurement is square yards.**

### **C. Whenever coring or other data indicates that the pavement thickness is less than called for on the Plans (thicknesses required by the plans shall be considered to be minimum thicknesses), or does not otherwise meet the Specifications, the Contractor will correct the deficiency by replacing the full thickness for a length extending 50' from each end of the deficient area, or when permitted by the Engineer, by overlaying. The Contractor will receive no compensation for any pavement so removed, for work in removing such pavement, and will be paid only for accepted pavement within the allowable limit. Pavement in excess of the thickness called for on the Plans will be allowed to remain in place and no extra compensation paid to the Contractor, provided the excess thickness does not cause unsatisfactory conditions and is compatible with the adjacent work.**

## **2.09 Drainage Structure**

### **A. Work Includes**

Furnishing all necessary labor, equipment, material and transportation necessary to install Drainage Structures as indicated on the drawings.

### **B. Unit of measurement is each.**

## **2.10 Rip Rap**

### **A. Work Includes**

Furnishing all necessary labor, equipment, material and transportation necessary to install rip rap and underlying filter fabric material as indicated on the drawings.

### **B. Unit of measurement is cubic yards.**

## **2.11 Mitered End Section**

### **A. Work Includes**

Furnishing all necessary labor, equipment, material and transportation necessary to install Mitered End Sections as indicated on the drawings.

### **B. Unit of measurement is each.**

## **2.12 Storm Pipe**

### **A. Work Includes**

Furnishing all necessary labor, equipment, material and transportation necessary to install storm pipe as indicated on the drawings.

### **B. Unit of measurement is linear feet.**

## **2.13 Sod**

### **A. Work Includes**

Soil preparation, sod installation, fertilizing, watering, and mowing.

### **B. Unit of measurement is square feet.**

### **C. Sodding is generally based on grassing the areas of construction. Should the Contractor disturb more areas for his convenience (construction access and stockpiling), then the Contractor shall restore (including grassing) these areas at no additional cost to the Owner.**

## **2.14 Irrigation**

### **A. Work Includes**

Connection to water source, connection to electrical, installation of main line, tubing, irrigation heads, controllers, valves, accessories, testing. Adjustment (raising/lowering) of existing irrigation heads when impacted by grading (cut/fill). Underground, automatically controlled lawn and shrub bed irrigation system with extended 2-Year Maintenance Agreement.

### **B. Unit of measurement is lump sum.**



## **2.15 Concrete Sidewalk Ramps**

### **A. Work Includes**

Furnishing of equipment and labor for the forming, placing, finishing and curing new concrete sidewalk (including ramps and detectable warning surfaces at ramps), installation of expansion material, and sawcutting joints.

### **B. Unit of measurement is each.**

## **2.16 Signs**

### **A. Work Includes**

Sign plates, posts, and foundations. Dimensions and details as specified on the construction plans.

### **B. Unit of measurement is lump sum.**

## **2.17 Pavement Markings**

### **A. Work Includes**

Temporary and permanent pavement marking (paint) installation in areas where new paving occurs. New markings to tie to existing markings.

### **B. Unit of measurement is lump sum.**

## **2.18 Concrete Curb**

### **A. Work Includes**

Furnishing of equipment and labor for the forming, placing, curing, sawcutting joints, and testing.

### **B. Unit of measurement is linear feet.**

**END OF SECTION**

## ATTACHMENT 'A'



February 15, 2012  
Project No: 04-09-0157-101B REV1

Mr. Nathan Kragt, P.E.  
**CPI Engineers, Inc.**  
3277A Fruitville Road  
Sarasota, Florida 34237

Flexible and Rigid Pavement Recommendations  
**Lakewood Ranch Park**  
**Parking Lot Improvements**  
Manatee County, Florida

Dear Mr. Kragt:

**Nodarse, A Terracon Company** has prepared recommendations for flexible and rigid pavement for the above-referenced project. This should be considered to be a supplement to our Geotechnical Exploration and Evaluation report dated November 18, 2009.

**Pavement Thickness Design:** We have performed a pavement thickness design using FDOT Methodology. At the time of this report, all parameters necessary for the design were not available to us we have made the following assumptions:

- Expected Design Life: 20 years
- Reliability: 85%
- LBR value for Existing Subgrade: 25

Based on our calculations we recommend the following pavement section:

- 2 inches SP Asphalt
- 8 inches FDOT Limerock Base
- 12 inches of Stabilize Subgrade ( $LBR \geq 40$ )

Nodarse & Associates, A Terracon Company 504 E. Tyler Street, Tampa, Florida 33602  
P. [813] 221 0050 F. [813] 221 0051 nodarse.com terracon.com

It should be noted that these are the minimum values recommend by the FDOT for flexible pavement design. For a heavy duty section, we recommend using a 3 inch layer of SP asphalt. There are certainly no detrimental effects for using thicker pavement sections.

In view of the above, prevailing finished grades and finished pavement grades should consider the following:

- Maintaining a sandy subgrade below a conventional pavement section is important. Existing near surface soils generally provide a suitable sandy texture. Where the subgrade will be fill, a minimum of 12 inches of relatively clean sand (less than 12 percent fines passing a No. 200 sieve, Strata 1 and 2) should be provided below the subgrade level. Materials from Stratum 2 may need additional handling prior to use due to cementation.
- Shell may be used for base material provided it meets FDOT requirements and it should be compacted to a minimum of 98 percent of its maximum dry density as determined by AASHTO T-180.
- Crushed concrete (recycled concrete) may also be used for base material. The crushed concrete should have a minimum LBR value of 150 and it should be compacted to a minimum of 98 percent of its maximum dry density as determined by AASHTO T-180.
- Stabilization of subgrade should be achieved with limerock, shell or recycled concrete if stabilization is required to achieve a minimum LBR of 40. Subgrade should be compacted to a minimum of 98 percent of its maximum dry density as determined by AASHTO T-180.

**Rigid Pavement Thickness Design:** We understand that a limited area for clay storage is planned and will consist of rigid pavement. It should be noted that an 8 inch thick section is the minimum pavement thickness recommended by FDOT for rigid pavements. An 8 inch thick section, according to the FDOT, is acceptable for an ESAL of 100,000 to 2,500,000. Considering the intended use we recommend the following pavement section:

- 5 inches unreinforced concrete with a minimum compressive strength of 4,000 psi at 28 days
- 12 inches compacted clean sand (<12 percent passing a No. 200 sieve) to at least 98 percent of Modified Proctor test maximum dry density (ASTM D 1557, AASHTO T180).

Control joints should form square panels not more than 15 feet apart, and the depth of sawcut joints should be at least one-quarter of the concrete slab thickness. The saw cut joints should be constructed within six hours of concrete placement, or as soon as the concrete develops sufficient strength to support workers and equipment. Equipment used to move the clay may abrade the concrete surface and therefore consideration for a hardened surface may be appropriate. We recommend allowing Nodarse the opportunity to review and comment on the final concrete

pavement design, including section and joint details (type of joints, joint spacing, etc.), prior to the start of construction.

For further details on concrete pavement construction, please reference the "Guide to Jointing of Non-Reinforced Concrete Pavements" and "Design and Construction of Concrete Pavement Manual" published by the Florida Concrete and Products Association, Inc., and "Building Quality Concrete Parking Areas" published by the Portland Cement Association.

### **General Site Preparation**

**Initial Site Preparation:** Areas that will support the pavement or new engineered fill must be properly prepared. The existing pavement, curbs and gutters should be removed. In addition, unsuitable materials should be removed to a distance of 2 feet beyond the perimeter of construction. Unsuitable materials include topsoil, asphaltic concrete, existing base material, any soft unstable material and miscellaneous (non-soil) fill.

Prior to construction or the placement of new engineered fill, the geotechnical engineer should evaluate the exposed subgrade. The evaluation should include proofrolling of the exposed subgrade. If unsuitable materials are disclosed, the geotechnical engineer would recommend appropriate remedial measures at that time. The proofrolling can consist of rolling all areas with ten passes of a vibratory roller with a minimum static weight of 20,000 pounds. The latter five passes should be at right angles to previous passes. Any areas that yield excessively under the proofrolling operations should be removed and replaced by a suitable fill material as noted later in this report.

Proofrolling should be continued until the soils to a minimum depth of 12 inches below the ground surface have achieved a minimum density of 95 percent of the maximum dry density as determined by ASTM D 1557 (Modified Proctor). In-place density tests should be conducted by a qualified geotechnical engineering technician working under the direction of a licensed geotechnical engineer. We recommend a minimum testing frequency of 1 test per 2,500 square feet of proofrolled subgrade.

**Fill Placement:** After the site has been prepared as described above and accepted by the geotechnical engineer, fill required to bring the site to final grade may be placed and properly compacted as follows:

- Fill should be inorganic, non-plastic, granular soil (clean sands) with less than 12 percent passing a No. 200 sieve. The suitability of specific soils as fill material would be based on the results from classification and compaction tests and subject to approval of the geotechnical engineer. The soils encountered during the geotechnical exploration in the upper 4 feet are suitable for use as fill.
- The fill should be placed in level lifts not to exceed 12 inches loose thickness if a large roller or heavy equipment is used to compact the fill.

- The fill should be compacted to a minimum of 95 percent of the soil's modified Proctor maximum dry density as determined by ASTM Specification D-1557.
- In-place density tests should be performed on each lift by an experienced engineering technician working under the direction of a licensed geotechnical engineer to verify that the recommended degree of compaction has been achieved. We suggest a minimum testing frequency of one test per lift.

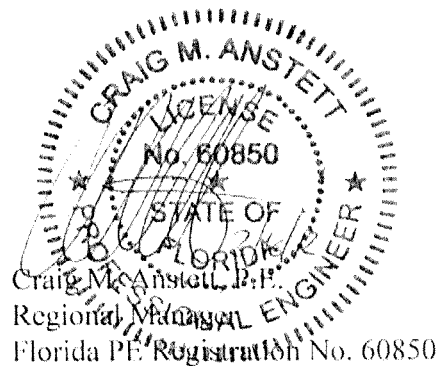
N&A appreciates the opportunity to be of service to you on this project. If you should have any questions concerning the contents of this report, or if we may be of further assistance, please do not hesitate to contact us.

Sincerely,

**NODARSE & ASSOCIATES, INC.**



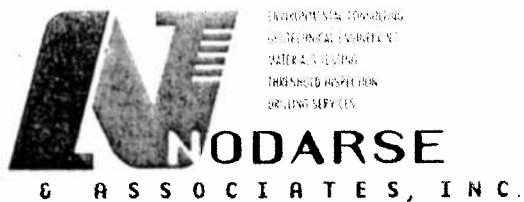
Brad M. Johnson, E.I.  
Project Engineer



Distribution: (2) Addressee  
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**Report of Subsurface Exploration and  
Geotechnical Engineering Evaluation  
Lakewood Ranch Park  
Parking Lot Improvements  
Manatee County, Florida**



November 18, 2009  
Project No. 04-09-0157-101A

Mr. Daniel P. Moyer, P.E., LEED AP  
**CPH Engineers, Inc.**  
3277A Fruitville Road, Suite 2  
Sarasota, Florida 34237

Report of Subsurface Exploration and  
Geotechnical Engineering Evaluation  
**Lakewood Ranch Park**  
**Parking Lot Improvements**  
Manatee County, Florida

---

Dear Mr. Moyer:

**Nodarse & Associates, Inc. (N&A)** is pleased to present this report of our geotechnical engineering exploration and evaluation for the referenced site. The purpose of our exploration was to explore soil and groundwater conditions at the site to form a basis for geotechnical engineering design recommendations. This report describes the field exploration performed, the soil and groundwater conditions encountered, and our geotechnical engineering recommendations regarding the proposed improvements.

The following is a summary of the subsurface conditions encountered during our exploration and our recommendations regarding site development:

- Generally, surficial soil conditions encountered in our borings were mostly fine sands from the existing ground surface to a depth of about 4 feet followed by silty fine sands to a depth of about 6 feet. At a depth ranging between 1 to 2 feet below the ground surface, a slightly silty fine sand with some cementation was encountered. The soil conditions seem suitable for the proposed improvements following the subsurface preparation as described in this report.
- Groundwater was encountered in the borings at a depth of 3.3 to 3.8 feet below existing grade. The estimated seasonal high groundwater level is expected to be about 1 foot below existing grade.

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- The infiltration rate for the soils within this area are expected to be about 1.2 inches per hour based on double ring infiltration (DRI) test results.

## **PROJECT DESCRIPTION**

The project site is located within the Lakewood Ranch Park along Mustang Alley north of Lakewood Ranch High School in Manatee County, Florida. The project improvements for the park will include a three new paved parking areas, two along Mustang Alley and the third area is located north of the existing parking lot adjacent to the football stadium. It is our understanding that drainage may utilize pervious pavement with an underground retention area and/ or the use of bioswales.

## **PURPOSE AND SCOPE**

The purpose of our exploration was to evaluate soil and groundwater conditions at the site and to provide a basis for geotechnical engineering recommendations regarding the proposed construction. For the stated purpose, the following scope of services were performed:

- Review of available pertinent information including:
  - Conceptual site plan of the proposed development.
  - Aerial photography.
  - USGS quadrangle map containing the project site.
  - USDA soil survey for Manatee County, Florida.
- A field exploration was performed based on the proposed development, our experience within the area as well as the construction type.
- Approximate boring locations are presented on **Figure 1** in the **Appendix**. Details of the field exploration are:
  - Three manual auger borings to depths of 6 feet and two DRI tests in the proposed paved parking areas.
- Data reduction and preparation of this report.



## SITE AND SOIL CONDITIONS

Review of the USGS Quadrangle Map indicates that the ground surface at the site is about +40 feet NGVD. The surrounding area to the north of the site consists of mostly low lying marsh areas, ponds and canals. This area on aerials appears to consist of undeveloped farm land.

Based on the USDA Soil Survey for Manatee County, Florida, the predominant surficial soil type at the site is EauGallie fine sand which has a normal seasonal high groundwater level that is within 10 inches of the ground surface and is in the hydrologic group B/D. The permeability of the soils is anticipated to range between 6 to 20 inches per hour in the upper 2 feet and then 0.6 to 6 inches per hour below 2 feet.

Borings and DRIs were located in the field by referencing existing site features estimating right angles and measuring from selected features. The locations should be considered approximate. The locations of the soil borings and DRIs are presented on **Figure 1** in the **Appendix**.

The hand auger boring procedure consisted of manually turning a 3-inch diameter, 6-inch long sampler into the soil until it was full. The sampler was then retrieved and the soils in the sampler were visually examined and classified. The procedure was repeated until the desired termination depth was achieved. Samples of representative strata were obtained for further visual examination and classification in our laboratory.

In general, the borings performed encountered fine sand to slightly silty fine sand (SP)(SP-SM)(Strata 1 and 2) from the existing ground surface to a depth of about 3 feet followed by silty fine sand (SM)(Stratum 3) to the boring terminations depth of 6 feet.

Between the depths of 1 to 2 feet below the existing ground surface, some cementation of the soil was noted in the borings. It should be anticipated that groundwater will temporarily perch on top of this layer during heavy rainfalls.

It should be noted that appreciable variations may occur at individual boring locations from the generalized stratification described above. For details at individual boring locations, refer to the profiles on **Figure 2** in the **Appendix**.

**Groundwater Table:** The groundwater table (shallow non-artesian) observed in the borings during our field exploration (November 2009) indicate that groundwater ranged from 3 to 3.8 feet below existing ground surface.

Groundwater levels regularly fluctuate throughout the year, and therefore, may be different at other times. Groundwater levels at the site will also vary due to fluctuations in the amount of local rainfall, irrigation or site development. Based on review of the Manatee County Soil Survey,

topographic information, our experience with similar sites, the typical seasonal high groundwater level at the boring locations are expected to be about 1 foot below existing grade.

It should be understood that these estimated seasonal high groundwater levels are based on the prevailing groundwater level at the time of this study and other published historical data which may be available. It does not imply or guarantee that under certain circumstances of high rainfall conditions or alterations to this or adjoining sites or significant changes in the operating characteristics of adjoining drainage features, that groundwater levels can not be higher than the estimate given above.

Observed groundwater levels and seasonal high groundwater levels are shown adjacent to the soil boring profiles, on **Figure 2** in the **Appendix**.

### **LABORATORY TESTING**

The laboratory testing program was performed on one soil sample obtained from the borings and summarized adjacent to the boring profile on **Figure 2** in the **Appendix**. The purpose of this test was to assist in classification of soil samples. Laboratory testing included: single sieve analysis (-200) and moisture content. All laboratory testing was performed in general accordance with appropriate testing methods.

**Infiltration Rate:** The Double Ring Infiltration (DRI) tests conducted in the proposed underground drainage areas are attached. The results of the tests revealed a infiltration rate of 1.2 inches per hour. An appropriate factor of safety should be applied to this rate.

### **RECOMMENDATIONS AND EVALUATIONS**

The following conclusions and recommendations are based on the project characteristics previously described, the data obtained in our field exploration and our experience with similar subsurface conditions and construction types. If the final roadway alignment is significantly different from what is previously described in this report, or if subsurface conditions different from what is disclosed by the borings are encountered during construction, we should be notified immediately so that we might review and modify, if necessary, the following recommendations in light of such changes.

**General Site Preparation:** The following general procedures are recommended for site preparation:

- The initial step in site preparation should be the complete removal of all vegetation, trees, major root systems, debris and other deleterious materials from beneath and ideally to 5 feet beyond proposed pavement areas. Based on the boring results, stripping thicknesses are expected to be

about 3 inches for most of this site. However, deeper stripping thicknesses may be necessary if buried root systems or debris not detected by the borings are encountered.

- If the bottom elevation of the bioswales are 1 to 2 feet below existing grades, root raking is recommended to enhance infiltration characteristics of the slightly silty sands with some cementation identified as Stratum 2.
- After this initial stripping process, the entire site should be inspected by a geotechnical engineer. At that time, areas which will receive fill or remain at grade should be proofrolled using a vibratory roller with a minimum static weight of 10,000 pounds. (Areas being cut should be proofrolled when near cut grades). Extreme caution should be used in operating in vibratory mode near existing structures and existing underground utilities. Proofrolling of the project site should consist of overlapping passes and should be observed by a geotechnical engineer. The purposes of the proofrolling will be to detect any areas where unsuitable soils are present as well as to densify the near-surface loose soils for support of the pavement.
- Materials which yield excessively during the proofrolling should be undercut and replaced with well-compacted structural fill. The geotechnical engineer, based on observations at the site, can recommend the nature and extent of any remedial work.
- After initial observations of proofrolling by the geotechnical engineer, compaction should continue until the soil at a depth of 12 inches below the compaction surface has attained a minimum of 95 percent of the soil's modified Proctor maximum dry density as determined by ASTM Specification D-1557. The contractor may need to adjust the moisture content of the in-situ soils to bring the moisture content closer to optimum depending on the depth of the water table during construction.
- In-place density tests should be performed by an experienced geotechnical engineering technician working under the direction of a registered geotechnical engineer to verify the required degree of compaction. For this project we recommend a test frequency of one test per 2,500 square feet of pavement area proofrolled.

**Fill Placement:** After the site has been proofrolled and accepted by the geotechnical engineer, fill required to bring the site to final grade may be placed and properly compacted according to the following recommendations:

- Fill should be inorganic, non-plastic, granular soil (clean sands). Materials from Strata 1 and 2 are suitable. Due to the cementation of Stratum 2 soils, material from this stratum may need additional handling prior to use as fill. The fill should be placed in level lifts not to exceed 12 inches loose thickness. Fill should extend a minimum of 5 feet beyond roadway limits to prevent possible erosion or undermining of bearing soils. Fill slopes should not exceed 2 horizontal to 1 vertical (2H:1V).

- The fill should be compacted to a minimum of 95 percent of the soil's modified Proctor maximum dry density as determined by ASTM Specification D-1557. In-place density tests should be performed on each lift by an experienced engineering technician working under the direction of a registered geotechnical engineer to verify that the recommended degree of compaction has been achieved.
- We suggest a minimum testing frequency of one test per lift per 2,500 square feet of pavement area.

**Pavement Considerations:** It is assumed that finished site grades will match existing pavement elevations, therefore we assume that no more than 6 to 12 inches of fill will be required to achieve finished grades. That being the situation, and considering the estimated seasonal high ground water level, it appears that only a nominal separation between the pavement base and seasonal high groundwater level will be maintained. Therefore, if a typical pavement section is to be used, we recommend the use of a more moisture tolerant base material such as shell or crushed concrete. Furthermore a pervious pavement with an underground retention area does not appear feasible.

In view of the above, prevailing finished grades and finished pavement grades should consider the following:

- Maintaining a sandy subgrade below a conventional pavement section is important. Existing near surface soils generally provide a suitable sandy texture. Where the subgrade will be fill, a minimum of 12 inches of relatively clean sand (less than 12 percent fines passing a No. 200 sieve, Strata 1 and 2) should be provided below the subgrade level. Materials from Stratum 2 may need additional handling prior to use due to cementation.
- Shell base material should meet FDOT requirements.
- In lieu of shell, an equal thickness of crushed concrete (recycled concrete) may be used for base material. The crushed concrete should have a minimum LBR value of 150 and it should be compacted to a minimum of 98 percent of its maximum dry density as determined by AASHTO T-180.
- Stabilization of subgrade should be achieved with shell or recycled concrete should stabilization be required.
- Subgrade preparation, base and pavement construction should be in accordance with Manatee County and local municipality standards.

### LIMITATIONS


The recommendations provided above are based on widely spaced borings. This report does not reflect variations in soil conditions between or away from the boring locations. The nature and extent of the variations between the borings may not become evident until construction begins. If such variations are encountered during construction, **N&A** should be informed and given the opportunity to re-evaluate the recommendations above after performing on-site observations during the construction period and noting the characteristics of the variations.

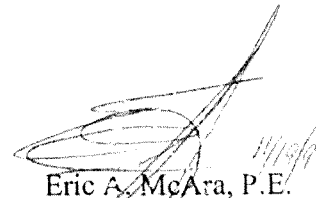
### CLOSURE

**N&A** appreciates the opportunity to be of service to you on this project and trusts this report meets your immediate needs. If you should have any questions regarding this report or if we may be of further assistance, please do not hesitate to contact us.

Sincerely,

**NODARSE & ASSOCIATES, INC.**

  
Craig M. Anstett, P.E.  
Tampa Area Manager, AVP  
FL Registration No. 60850

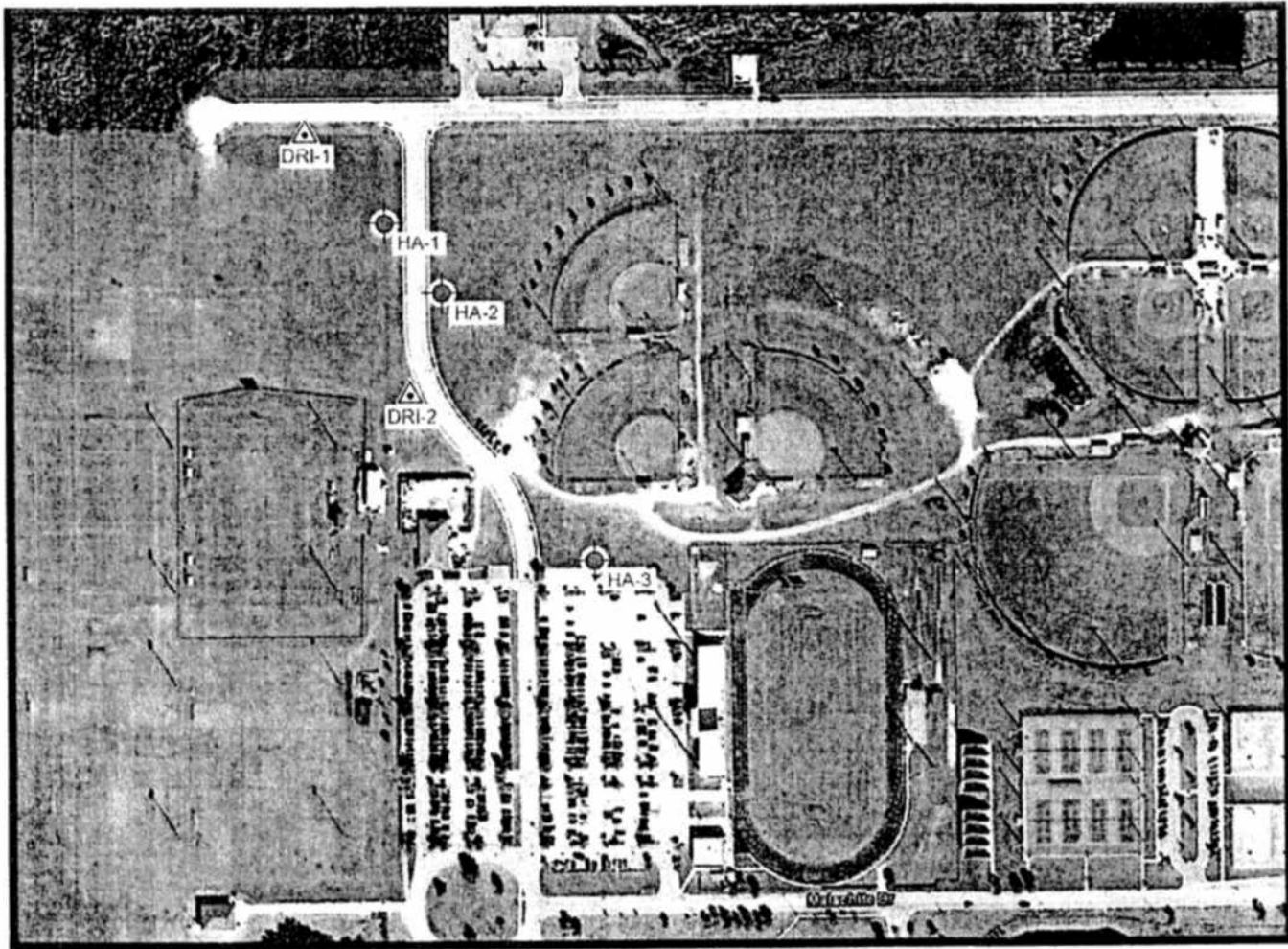
  
Eric A. McAra, P.E.  
Project Engineer  
FL Registration No. 69841

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Attachments: Figure 1 Location Plan  
Figure 2 Boring Profiles  
DRI Results

## **APPENDIX**

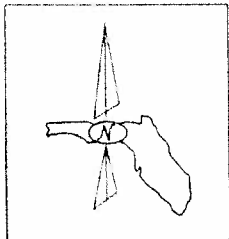
## FIGURES



### LEGEND

-  APPROXIMATE LOCATION OF DOUBLE RING INFILTRATION TEST
-  APPROXIMATE LOCATION OF HAND AUGER BORING

REFERENCE: GOOGLE



LOCATION PLAN  
LAKEWOOD RANCH PARK  
PARKING LOT IMPROVEMENTS  
MANATEE COUNTY, FLORIDA

DRAWN: TMB

CHKD: EAM

SCALE: N.T.S.

DATE: 11-10-09

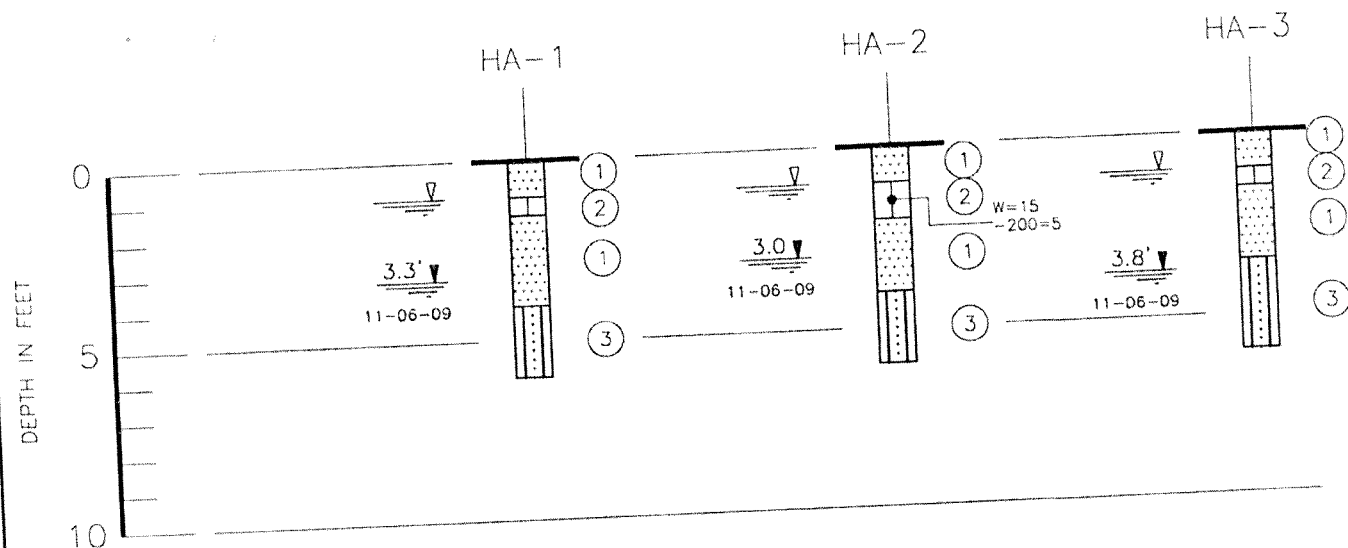
**NODARSE**  
E ASSOCIATES, INC.

PROJ. NO: 04-09-0157-101A

FIGURE: 1



C:\Documents and Settings\loryna\Local Settings\Temp\BOPlot\_04-09-01-101A-figure 2.dwg 11:09am



### LEGEND

- ① LIGHT GRAY TO BROWN FINE SAND TO SLIGHTLY SILTY FINE SAND (SP) (SP-SM)
- ② BROWN TO REDDISH BROWN SLIGHTLY SILTY FINE SAND WITH SOME CEMENTATION (SP-SM)
- ③ BROWN TO DARK BROWN SILTY FINE SAND (SM)
- (SP) UNIFIED SOIL CLASSIFICATION GROUP SYMBOL AS DETERMINED BY VISUAL EXAMINATION
- DEPTH TO GROUNDWATER LEVEL IN FEET WITH DATE OF READING
- DEPTH TO SEASONAL HIGH GROUNDWATER LEVEL
- W NATURAL MOISTURE
- 200 FINES PASSING No. 200 SIEVE (%)

SOIL BORING PROFILES  
LAKEWOOD RANCH PARK  
PARKING LOT IMPROVEMENTS  
MANATEE COUNTY, FLORIDA

DRAWN: TMB

CHKD: EAM

SCALE: NOTED

DATE: 11-10-09

**NODARSE**  
& ASSOCIATES, INC.

PROJ. NO:  
04-09-0157-101A

FIGURE: 2

## **DRI RESULTS**

## DOUBLE RING INFILTRATION TEST

**PROJECT:** Lakewood Ranch Park Parking Lot Improvements

**PROJECT LOCATION:** Manatee County, Florida

**TEST LOCATION:** DRI-1

**DATE OF TEST:** November 6, 2009

**DEPTH OF TEST:** 2.2 Feet

**DEPTH TO WATER TABLE:** 3.5 Feet

**DEPTH TO ESTIMATED SEASONAL HIGH:** 1.0 Foot

### TEST RESULTS:

<u>TEST TIME</u>	<u>INFILTRATION RATE (Inches/Hour)</u>
10 min	-
10 min	-
10 min	-
10 min	-
10 min	-
10 min	-
Total 1 <sup>st</sup> Hour	1.2
15 min	-
15 min	-
15 min	-
15 min	-
Total 2 <sup>nd</sup> Hour	1.2
30 min	-
30 min	-
Total 3 <sup>rd</sup> Hour	1.2

**INFILTRATION RATE:** 1.2 Inches per Hour

### SOIL PROFILE:

<u>Depth (Inches)</u>		<u>Soil Description</u>
<u>From</u>	<u>To</u>	
0	6	Gray Fine SAND (SP)
6	12	Light Gray Fine SAND (SP)
12	18	Dark Brown Slightly Silty Fine SAND with cementation (SP-SM)
18	24	Brown Fine SAND (SP)
24	42	Light Brown Fine SAND (SP)
42	48	Dark Brown Slightly Silty Fine SAND (SP-SM)
48	72	Dark Brown Silty Fine SAND (SM)

**DOUBLE RING INFILTRATION TEST**

**PROJECT:** Lakewood Ranch Park Parking Lot Improvements

**PROJECT LOCATION:** Manatee County, Florida

**TEST LOCATION:** DRI-2

**DATE OF TEST:** November 6, 2009

**DEPTH OF TEST:** 2.0 Feet

**DEPTH TO WATER TABLE:** 3.4 Feet

**DEPTH TO ESTIMATED SEASONAL HIGH:** 1.0 Foot

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**TEST RESULTS:**

<u>TEST TIME</u>	<u>INFILTRATION RATE (Inches/Hour)</u>
10 min	-
10 min	-
10 min	-
10 min	-
10 min	-
10 min	-
Total 1 <sup>st</sup> Hour	1.2
15 min	-
15 min	-
15 min	-
15 min	-
Total 2 <sup>nd</sup> Hour	1.2
30 min	-
30 min	-
Total 3 <sup>rd</sup> Hour	1.2

**INFILTRATION RATE:** 1.2 Inches per Hour

**SOIL PROFILE:**

Depth (Inches)		
<u>From</u>	<u>To</u>	<u>Soil Description</u>
0	3	Brown Fine SAND with roots (SP)
3	12	Gray Fine SAND (SP)
12	18	Dark Brown Slightly Silty Fine SAND with cementation (SP-SM)
18	30	Brown Slightly Silty Fine SAND (SP-SM)
30	48	Dark Brown Slightly Silty Fine SAND (SP-SM)
48	72	Dark Brown Silty Fine SAND (SM)

# ATTACHMENT 'B'

## CONTRACTOR'S QUESTIONNAIRE

(Submit in Triplicate)

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

### THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID

1. License #: \_\_\_\_\_  
License Issued to: \_\_\_\_\_  
Date License Received (MM/DD/YR): \_\_\_\_\_  
Company Name: \_\_\_\_\_  
\_\_\_\_\_  
Company's Physical Address  
\_\_\_\_\_  
City \_\_\_\_\_  
\_\_\_\_\_ State of Incorporation, if applicable \_\_\_\_\_ (Zip Code) \_\_\_\_\_  
  
(\_\_\_\_\_) \_\_\_\_\_ Telephone Number; (\_\_\_\_\_) \_\_\_\_\_ Fax Number  
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? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Attach a list of projects where this specific type of work was performed)  
BIDDER: \_\_\_\_\_

4. (Continued)

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

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5.

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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.

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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.

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

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

9. 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: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Email \_\_\_\_\_

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



**ATTACHMENT 'C'**  
**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 **insert Contractor name**, hereinafter referred to as the "CONTRACTOR," duly authorized to transact business in the State of Florida, with offices located at **insert Contractor address**.

**ARTICLE 1. WORK**

CONTRACTOR shall furnish all labor, materials, supplies, and other items required to complete the Work for **RFQ#13-1870-OV, Lakewood Ranch Park - Site Improvements, Phase 1** in strict accordance with Contract documents and any duly authorized subsequent addenda thereto, all of which are made a part hereof.

**ARTICLE 2. COMPENSATION**

As compensation to the CONTRACTOR, the COUNTY shall pay and the CONTRACTOR will accept as full consideration for the performance of all Work required by **RFQ#13-1870-OV, Lakewood Ranch Park - Site Improvements, Phase 1**, subject to additions and deductions as provided therein, the sum of **\$insert Award amount including discretionary dollars** for Bid "**insert A or B**" based on a completion time of **insert days** calendar days.

**ARTICLE 3. LIQUIDATED DAMAGES**

Time is of the essence in this Agreement. As of the date of this Agreement, the damages that will be suffered by the County in the event of the Contractor's failure to timely complete the Work are impossible to determine. In lieu thereof, it is agreed that if the Contractor fails to achieve substantial completion of the Work within **insert days** calendar days of issuance of the Notice to Proceed (accounting, however, for any extensions of time granted pursuant to approved change orders), the Contractor shall

pay to the County, as liquidated damages (and not as a penalty), the sum of \$388.00 per calendar day for each day beyond insert days days until the Contractor achieves substantial completion. The County shall have the option of withholding said liquidated damages from any pay application(s) thereafter submitted by the Contractor. Alternatively, the Contractor shall immediately pay said sums to the County upon the County's demand for same.

#### **ARTICLE 4. ENGINEER**

The County of Manatee, Public Works Department, is responsible as the COUNTY and CPH Engineers, Inc. "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 communications involving this project will be addressed to: Mr. Walter Sowa III, Sr., Engineering Specialist and to the Engineer of Record, Mr. Nathan Kragt, P.E. All invoicing will be addressed to the attention of: Mr. Walter Sowa III, Sr., Engineering Specialist.

County of Manatee  
Public Works Department  
Mr. Walter Sowa III  
Senior Engineering Specialist  
RFQ #13-1870-OV  
1022 26<sup>th</sup> Avenue East  
Bradenton, FL 34208  
Phone: (941) 708-7450, Ext. 7332

CPH Engineers, Inc.  
Mr. Nathan Kragt, P.E.  
3277A Fruitville Road  
Sarasota, FL 34237  
(941) 365-4771

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

## **ARTICLE 5. CONTRACTOR'S REPRESENTATIONS**

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

- 5.1 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.
- 5.2 CONTRACTOR has studied carefully all drawings of the physical conditions upon which CONTRACTOR is entitled to rely.
- 5.3 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.
- 5.4 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.

- 5.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Bid.
- 5.6 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 OWNER is acceptable to CONTRACTOR.
- 5.7 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 6. CONTRACT DOCUMENTS**

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

- 6.1 This Agreement and Bid document **RFQ #13-1870-OV**
- 6.2 Public Construction Bond Form and Insurance Certificate(s)
- 6.3 Drawings/Plans (not attached)
- 6.4 Addendum number insert Addendum # to insert Addendum # inclusive
- 6.5 CONTRACTOR'S Bid Form
- 6.6 Reports
- 6.7 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.

6.8 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 6.

## **ARTICLE 7. MISCELLANEOUS**

7.1 Terms used in this Agreement are defined in Article 1 of the General Conditions.

7.2 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.

7.3 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.

**AGREEMENT**  
**RFQ #13-1870-OV**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized representatives.

**CONTRACTOR**

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

\_\_\_\_\_  
Print Name & Title of Signer

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

**COUNTY OF MANATEE, FLORIDA**

By: \_\_\_\_\_  
Melissa M. Wendel, CPPO  
Purchasing Official

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

**ATTACHMENT 'D'**  
**MANATEE COUNTY GOVERNMENT**  
**PUBLIC CONSTRUCTION BOND**

Bond No. \_\_\_\_\_  
(Enter bond number)

BY THIS BOND, We \_\_\_\_\_, located at \_\_\_\_\_, as  
(Name of Contractor) (Address)  
Principal and \_\_\_\_\_, a corporation, whose address is  
(Name of Surety)

\_\_\_\_\_

are bound to Manatee County, a political subdivision of the State of Florida, herein called County, in the sum of \$ \_\_\_\_\_, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

WHEREAS, the Contractor has entered into Contract No. \_\_\_\_\_ with the County for the project titled insert title of project, with conditions and provisions as are further described in the aforementioned Contract, which Contract is by reference made a part hereof for the purposes of explaining this bond.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs Contract No. \_\_\_\_\_, between Principal and County for construction of insert title of project, the Contract being made a part of this bond by reference, at  
(Title of Project)

the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract; and

3. Pays County all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract; and

4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the Contract documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

DATED ON \_\_\_\_\_.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Print Name & Title

*(Corporate Seal)*

*(Corporate Seal)*



**AGENT or BROKER**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address  
\_\_\_\_\_

\_\_\_\_\_  
Telephone

Licensed Florida Insurance Agent? ☐ Yes ☐ No

License #: \_\_\_\_\_

State of: \_\_\_\_\_

County of: \_\_\_\_\_

City of: \_\_\_\_\_