

INVITATION FOR BID IFB # 15-2513-OV Robinson Preserve Expansion Phase II Restoration, Bradenton, FL

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

NON-MANDATORY INFORMATION CONFERENCE

In order to ensure all prospective bidders have sufficient information and understanding of Owner's needs, an <u>Information Conference</u> will be held at: <u>11:00 AM on September 11, 2015</u> <u>at 11:00 AM</u> at the County Administration Building, Purchasing Division, Suite 803, 1112 <u>Manatee Avenue West, Bradenton, FL.</u> <u>Attendance is not mandatory, but is highly encouraged</u>.

DEADLINE FOR CLARIFICATION REQUESTS: 5:00 PM on September 18, 2015 Reference Bid Article A.06

BID OPENING TIME AND DATE DUE: 3:00 PM on October 6, 2015

FOR INFORMATION CONTACT: Olga Valcich, Contract Specialist, CPPB (941) 749-3055 <u>olga.valcich@mymanatee.org</u> Manatee County Financial Management Department Purchasing Division

AUTHORIZED FOR RELEASE;

Table of Contents IFB # 15-2513-OV

Robinson Preserve Expansion Phase II Restoration, Bradenton, FL

Section A Inform	nati	ion to Bidders	A-1-14	
Section B Scope	e of	f Work	B-1- 3	
	Da Ju	onstruction for Robinson Preserve Expansion Phase II ated July 2015, (Project No. 215510578), Signed and S Ily 16, 2015 by Richard Quince Sellers, P.E	Sealed	
<u>Permits</u> A/		d Geotechnical Attachment (s): Environmental Resource Permit No.: 41-0328524-00	1. executed	
		September 19, 2014		
BE	3.	Geotechnical Exploration for Robinson Preserve Edu 1704 99 th Street N.W., Bradenton, dated March 27, 2 Ardaman & Associates, Inc., File No. 13-7414	014 prepared by	
CC	С.	Resolution No. R-13-160, EPMP -13-01 – Manatee C Preserve Expansion Environmental Preserve Manage by the BOCC on September 5, 2013	ement Plan approved	
D	Э.	Amended and Restated Removal Agreement regarding expansion of Robinson Preserve approved by the BOCC on June 16, 201617 pages		
Section C Bid S	um	mary	C-1-2	
Bid Form		Bid Form 1-9		
Section D Meas	ure	ment and Payment	D-1 – 35	
Section E Insura	anc	e and Bonding Requirements	E-1- 7	
Attachments:				
Attachment A Bi	idde	er's Questionnaire	1-3	
Attachment B P	ubli	c Contracting & Environmental Crimes Certification		
Attachment C TI	he l	Florida Trench Safety Act	1	
Attachment D el	Pay	vables Application	1	
Construction Ag	ree	ment for Stipulated Sum		
General Condition	ons	of the Construction Agreement	GC 1- 44	

SECTION A INFORMATION TO BIDDERS

A.01 OPENING LOCATION

Sealed bids will be **publicly opened** at the **Manatee County Purchasing Division**, <u>1112 Manatee Avenue West, Suite 803, Bradenton, Florida 34205</u> in the presence of Owner officials at the time and date stated, or soon thereafter. All bidders or their representatives are invited to attend the sealed bid opening.

Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their bid <u>delivered to the Manatee County</u> <u>Purchasing Division</u> for receipt on or before the stated time and date. Bidder shall be solely and strictly responsible for its timely delivery to the Purchasing Division. Bids delayed by mail, courier, or bids delayed for any other reason, shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the bidder's request and expense.

A.02 SEALED & MARKED

Bids shall be submitted in duplicate, <u>one original (marked Original) and one</u> <u>copy/copies (marked Copy)</u> of your <u>signed bid</u> shall be submitted in one <u>sealed</u> package, clearly marked on the outside "<u>Sealed Bid #15-2513-OV, Robinson</u> <u>Preserve Expansion Phase II Restoration, Bradenton, FL.</u>" along with your company name.

For your convenience, a mailing label is provided with this Invitation for Bid (IFB) package. Or, you may address the package as follows:

Manatee County Purchasing Division 1112 Manatee Avenue West, Suite 803 Bradenton, Florida 34205 Sealed Bid # _____, Title _____

All blank spaces on the bid form must be filled in as noted with amounts extended and totaled and no changes shall be made in the wording of the forms or in the items thereupon. In the event a change is made in your submittal, the bidder shall write its initials by the change. Any bid may be rejected which contains any omissions, alterations, irregularities of any kind, or which shall in any manner fail to conform to the requirements of this IFB.

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

A.03 SECURING BID DOCUMENTS

IFB's and related documents are available on <u>http://www.mymanatee.org/purchasing</u> for download in a portable document format (.PDF) file by clicking on "<u>Bids and</u> <u>Proposals</u>" from the Purchasing Division's web page. You may view and print these files using Adobe Reader software. If necessary, you may download a free copy of Adobe Reader from the link provided on the "Bids and Proposals" page.

Additionally, Manatee County collaborates with the Manatee Chamber of Commerce by announcing solicitation opportunities to the Chamber which are then passed to its members.

Manatee County may also use DemandStar to distribute bids. On the DemandStar website, http://www.DemandStar.com, click on the tab titled "My DemandStar" for more information regarding this service. Participation in the DemandStar system is not a requirement for doing business with Manatee County.

Complete copies of the IFB and all related documents are available for public inspection at the Manatee County Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205, or by calling (941) 749-3014. Appointments are encouraged. Documents are available between the hours of 9:00 AM and 4:00 PM Monday through Friday, with the exception of holidays. A complete set of the IFB documents must be used in preparing bids. Owner assumes no responsibility for errors and misinterpretations resulting from the use of incomplete sets of bid documents.

A.04 EXAMINATION OF BID DOCUMENTS AND SITE(S)

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

Each bidder may, at bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions at or contiguous to the Project Site(s) or otherwise which may affect cost, progress, performance or furnishing of the Work and which bidder deems necessary to determine his bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the IFB documents. Owner will provide each bidder access to the site(s) to conduct such explorations and tests.

Bidder shall fill all holes, clean up and restore the Project Site(s) to its former condition upon completion of such explorations. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by successful bidder in performing the Work are identified in the IFB documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by successful bidder. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise provided in the IFB documents.

Inspection of the Project Site(s) is a requirement to be considered for award of this bid. Prior to submitting a bid, each bidder shall examine the Project Site(s) and all conditions thereon fully familiarizing themselves with the full scope of the Work. Failure to become familiar with Project Site conditions will in no way relieve the successful bidder from the necessity of furnishing any materials or performing any Work that is required to complete the Project in accordance with the Project Plans and Specifications. Bidder shall acknowledge inspection of the Project Site(s) on his/her signed, submitted Bid Form.

A.05 MODIFICATION OF BID DOCUMENTS

If a bidder wishes to recommend changes to the IFB documents, the bidder shall furnish, in writing, data and information necessary to aid Owner in evaluating the request to modify the IFB documents. Owner is not obligated to make any changes to the IFB documents. Unless an addendum is issued, the IFB documents shall remain unaltered. **Bidders must fully comply with the IFB documents in their entirety.**

A.06 CLARIFICATION & ADDENDA

Each bidder shall examine all IFB documents and shall judge all matters relating to their adequacy and accuracy. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to this IFB shall be made through the Manatee County Purchasing Division. Owner shall not be responsible for oral interpretations given by any Owner employee, representative, or others.

5:00 PM on September 18, 2015 shall be the deadline to submit to the Purchasing Division, in writing, all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this IFB.

This deadline has been established to maintain fair treatment of all potential bidders, while maintaining progression of the Work.

If any addenda are issued to this IFB, Owner will post the documents on the Purchasing Division's web page at <u>http://www.mymanatee.org/purchasing</u>, and then by clicking on "<u>Bids and Proposals</u>". If the original solicitation was broadcast via DemandStar, the addenda will also be broadcast on the DemandStar distribution system to "Planholders" on this web service.

The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

It shall be the <u>responsibility of each bidder, prior to submitting a bid</u>, to contact the Purchasing Division (see contact information on the cover page) to <u>determine if any</u> <u>addenda were issued</u> and to make such addenda a part of their bid.

A.07 LOBBYING

After the issuance of any IFB, prospective bidders or their agents, representatives or persons acting at the request of such bidder shall not contact, communicate with or discuss any matter relating to the IFB with any officer, agent or employee of Manatee County other than the Purchasing Official or the contact identified in this IFB, pursuant to the Manatee County Code of Laws. This prohibition includes copying such persons on all written communication, including email correspondence. This requirement begins with the issuance of an IFB and ends upon execution of the final Agreement or when the IFB has been cancelled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Code of Laws.

A.08 UNBALANCED BIDDING PROHIBITED

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

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

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

A.09 FRONT LOADING OF BID PRICING PROHIBITED

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

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

A.10 WITHDRAWAL OF BIDS

Bidders may withdraw bids as follows:

- a. Mistakes discovered before the public bid opening may be withdrawn by written notice from the bidder submitting the bid. This request must be received in the Purchasing Division prior to the time set for delivery and opening of the bids. A copy of the request shall be retained and the unopened bid returned to the bidder; or
- b. After the bids are opened or a selection has been determined, but before an Agreement is signed, a bidder alleging a material mistake of fact may be permitted to withdraw their bid if:
 - 1. The mistake is clearly evident in the solicitation document; or
 - Bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. Request to withdraw a bid must be in writing and approved by the Purchasing Official.

A.11 IRREVOCABLE OFFER

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

A.12 BID EXPENSES

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

A.13 RESERVED RIGHTS

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

To be <u>responsive</u>, a bidder shall submit a bid which conforms in all material respects to the requirements set forth in the IFB.

To be a <u>responsible</u> bidder, the bidder shall have the capability in all respects to perform fully the bid requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

Also, Owner reserves the right to make such investigation as it deems necessary to determine the ability of any bidder to furnish the service requested. Information Owner deems necessary to make this determination shall be provided by the bidder. Such information may include, but shall not be limited to current financial statements, verification of availability of equipment and personnel, and past performance records.

A.14 APPLICABLE LAWS

Bidder must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting Agreement. Any involvement with the Manatee County Purchasing Division shall be in accordance with the Manatee County Purchasing Ordinance as amended.

A.15 COLLUSION

By submitting a bid to this IFB, bidder certifies that it has not divulged, discussed or compared its bid with any other bidder, and <u>has not colluded</u> with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to their own organization, that in connection with this bid:

- a. any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor;
- b. any prices and/or cost data quoted for this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder, prior to the scheduled opening, directly or indirectly to any other bidder or to any competitor;
- no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;

- d. the only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the resulting Agreement to be entered into; and
- e. no person or agency has been employed or retained to solicit or secure the resulting Agreement upon an agreement or understanding or a commission, percentage, brokerage, or contingent fee except bona fide employees or established commercial agencies maintained by bidder for purpose of doing business.

A.16 CODE OF ETHICS

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

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

A.17 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

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

In addition, the Manatee County Code of Laws prohibits the award of any bid to any person or entity who/which has, within the past five (5) years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the Purchasing Official, establishes reasonable grounds to believe the person or business entity will not conduct business in a responsible matter.

To ensure compliance with the foregoing, the Code requires all persons or entities desiring to do business with Owner to execute and file with the Purchasing Official an

affidavit, executed under the pain and penalties of perjury, confirming that person, entity and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with Owner. In the case of a business entity other than a partnership or a corporation, such affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, such affidavit shall be executed by the general partner(s). A Public Contracting and Environmental Crimes Certification form is attached herein for this purpose.

A.18 BID FORMS

Bids must be submitted on the provided forms, although additional pages may be attached. Bidders must fully complete all pages of the Bid Forms. Bid Forms must be executed by an authorized signatory who has the legal authority to make the bid and bind the company. Bidders must fully comply with all requirements of this IFB in its entirety. Failure to comply shall result in bidder being deemed nonresponsive.

Bidders are also required to complete the subcontractor's Percentage (%) form stating the percentage of work of each item listed which shall be performed by a Subcontractor.

A.19 AGREEMENT FORMS

The Agreement resulting from the Acceptance of a bid shall be in the form of the Agreement stated in this IFB, which is attached herein.

A written notice confirming award or recommendation thereof will be forwarded to the successful bidder accompanied by the required number of unsigned counterparts of the Agreement. <u>Within ten (10) days thereafter</u>, successful bidder shall sign and deliver the required number of counterparts of the Agreement with any other required documents to Owner. (Note: Agreement must be approved in accordance with Chapter 2-26 of the Manatee County Code of Laws and the Administrative Standards and Procedures Manual approved by the County Administrator).

A.20 LEGAL NAME

Bids shall clearly indicate the <u>legal name</u>, <u>address</u> and <u>telephone number</u> of the bidder on the Bid Form. Bid Forms shall be <u>signed</u> above the <u>typed or printed name</u> and <u>title</u> of the signer. The signer must have the authority to bind the bidder to the submitted bid.

When bidder is a partnership, the Bid Form shall be signed in the name of the firm and by all partners required under the terms of the partnership agreement. When a corporation is a bidder, the authorized corporate officers shall sign.

Bidders who are corporations or limited partnerships shall provide a certified copy of their permit to transact business in the State of Florida, preferably along with the Bid Form, or within forty-eight (48) hours after request by Owner.

When submitting a bid as a joint venture, it must have filed paper documents with the Division of Profession's Construction Industry Licensing Board prior to submitting a bid.

A.21 DISCOUNTS

Any and all discounts must be incorporated in the prices contained in the bid and not shown separately. The prices indicated on the Bid Form shall be the prices used in determining award.

A.22 TAXES

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

The Contractor shall be responsible for the payment of taxes of any kind and character, including, but not limited to sales, consumer, use, and other similar taxes payable on account of the work performed and materials furnished under the award in accordance with the laws and Regulations of the place of the project which are applicable during the performance of the work. Nothing herein shall affect the bidder's normal tax liability.

A.23 DESCRIPTIVE INFORMATION

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

A.24 AUTHORIZED PRODUCT REPRESENTATION

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

A.25 ROYALTIES AND PATENTS

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

A.26 AMERICANS WITH DISABILITIES ACT

Owner does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of Owner's functions including one's

access to, participation, employment, or treatment in its programs or activities. Anyone requiring **reasonable accommodation** for an Information Conference or Bid Opening should contact the person named on the cover page of this IFB document at least twenty-four (24) hours in advance of either activity.

A.27 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

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

A.28 MBE/DBE

The State of Florida Office of Supplier Diversity provides the certification process and the database for identifying certified MBE/DBE firms. This service may be directly accessed at: <u>http://www.osd.dms.state.fl.us/iframe.htm.</u> If you have any questions regarding this State service, please contact their office at (850) 487-0915.

A.29 MATHEMATICAL ERRORS

Bid Forms without mathematical formulas:

In the event of multiplication/extension error(s), the unit price shall prevail. In the event of addition error(s) the extension totals will prevail. In the event the dollar amount for contract contingency is omitted, it will be added to the total price of the bid.

Bid Forms with mathematical formulas:

Interactive Bid Forms that contain mathematical formulas may be used for automating lengthy and complex bid forms. In the event these forms are used and a multiplication/extension error(s) is discovered, the unit price entered by the vendor shall prevail. The vendor shall assume the responsibility and accuracy of the information input in the bid form and therefore shall verify that the calculations are correct before submitting their bid.

Regardless of which type of bid form is used, all bids shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

A.30 SUBCONTRACTORS, SUPPLIERS AND OTHERS

The identity of Subcontractors, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment) may be requested by Owner for each bid item from any of the bidders; and the bidder 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 Work and other evidence of qualification for each such Subcontractor, supplier, persons or organization if requested by Owner. If Owner, after due investigation, has reasonable objection to any proposed Subcontractor, supplier, other person or organization, Owner may, before the notice of intent to award is given, request the successful bidder to submit an acceptable substitute without an increase in Contract Sum or Contract Time.

If successful bidder declines to make any such substitution, Owner may award the resulting Agreement to the next lowest qualified bidder that proposes to use acceptable Subcontractors, suppliers, and other persons who Owner does not make written objection to. Successful bidder shall not be required to employ any Subcontractor, supplier, other person or organization who successful bidder has reasonable objection to.

Subcontractors shall be bound by the terms and conditions of the resulting Agreement insofar as it applies to their Work, but this shall not relieve the successful bidder from the full responsibility to Owner for the proper completion of all Work to be executed under the resulting Agreement.

A.31 DISCLOSURE

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

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

Based on the above, Owner will receive bids at the time and date stated and will make public at the opening the names of the business entities of all that submitted a bid and any amount presented as a total offer without any verification of the mathematics or the completeness of the bid.

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

Pursuant to Section 119.0701, Florida Statutes, in any Agreement entered into by Owner wherein the successful bidder is acting on behalf of Owner, successful bidder must:

- a. Keep and maintain public records that ordinarily and necessarily would be required by Owner in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that Owner would provide and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, at no cost, to Owner all public records in possession of successful bidder upon termination of the awarded Agreement and/or PO and destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to Owner in a format that is compatible with Owner's information technology systems.

A.32 LOCAL PREFERENCE

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 employee at that location.

Local preference shall not apply to the following categories of Agreements:

- Purchases or Agreements 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.
- 2. 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.

To qualify for local preference under this section, a local business must certify to **Owner** by completing an "Affidavit as to Local Business Form", which is available for download at <u>www.mymanatee.org/vendor</u>. Click on "Affidavit for Local Business" to access and print the form. Complete, notarize, and <u>mail the notarized original</u> to the following address: Manatee County Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.

It is the responsibility of the bidder to ensure accuracy of the Affidavit as to Local Business and notify Owner of any changes affecting same.

A.33 VENDOR REGISTRATION

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.

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/purchasing

A link to Vendor Registration is listed on the Purchasing Division's web page under "Register as a Vendor". Click on "Vendor Registration Form" for on-line input.

Registration is not mandatory; however, by taking the time to register, you are helping Owner to provide timely notification of quotation, bid and proposal opportunities to your business.

A.34 BE GREEN

All bidders 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**. Where all other evaluative factors, including local preference policies, are otherwise equal, such policies and practices will be a determinative factor in the award decision.

Provide detail of your organization's initiative and its ability to meet the goal of environmental sustainability.

A.35 ePAYABLES

Manatee County and Clerk of the Circuit Court have partnered to offer the ePayables program, which allows payments to be made to vendors via credit cards. The Clerk will issue a unique credit card number to each vendor; the card has a zero balance until payments have been authorized.

After goods are delivered or services rendered, vendors submit invoices to the remit to address on the purchase order according to the current process. When payments are authorized, an email notification is sent to the vendor. The email notification includes the invoice number(s), invoice date(s), and amount of payment. There is no cost for vendors to participate in this program; however, there may be a charge by the company that processes your credit card transactions.

If you are interested in participating in this program, please complete the ePayables Application attached herein and return the completed form via email to Ms. Lori Bryan, Supervisor at lori.bryan@manateeclerk.com.

A.36 SOUTHWET FLORIDA WATER MANAGEMENT DISTRICT GRANT REQUIREMENTS:

In recognizing that active Minority, Woman Owned and Small Business Enterprise programs are essential to the social and economic development of a community, Manatee County is encouraging minority, Woman Owned and Small Business Enterprises to participate in this project.

Businesses must be registered and authorized to conduct business in the State of Florida and must be certified by the Office of Supplier Diversity.

NOTE: ANY OR ALL STATEMENTS CONTAINED IN THE FOLLOWING SECTIONS: SCOPE OF WORK, BID SUMMARY, CONSTRUCTION AGREEMENT FOR STIPULATED SUM, AND GENERAL CONDITIONS OF THE CONSTRUCTION AGREEMENT, WHICH VARY FROM THE INFORMATION TO BIDDERS, SHALL HAVE PRECEDENCE.

END OF SECTION A

Table of Contents IFB # 15-2513-OV

Robinson Preserve Expansion Phase II Restoration, Bradenton, FL

Section A Information	A-1-14		
Section B Scope	of Work	B-1-3	
0	Construction for Robinson Preserve Expansion Phase II Restorat Dated July 2015, (Project No. 215510578), Signed and Sealed July 16, 2015 by Richard Quince Sellers, P.E34		
Permits an	nd Geotechnical Attachment (s):		
AA.	Environmental Resource Permit No.: 41-0328524-001, execut September 19, 201445		
BB.	Geotechnical Exploration for Robinson Preserve Education Center, 1704 99 th Street N.W., Bradenton, dated March 27, 2014 prepared by Ardaman & Associates, Inc., File No. 13-741424 pages		
CC.	Resolution No. R-13-160, EPMP -13-01 – Manatee County Ro Preserve Expansion Environmental Preserve Management Pla by the BOCC on September 5, 2013	an approved	
DD.	Amended and Restated Removal Agreement regarding expan Robinson Preserve approved by the BOCC on June 16, 2016.		
Section C Bid Sur	mmary	C-1-2	
Bid Form	Bid For	m 1-9	
Section D Measur	rement and PaymentD-	1 – 35	
Section E Insuran	nce and Bonding Requirements	.E-1- 7	
Attachments:			
Attachment A Bidd	der's Questionnaire	1-3	
Attachment B Pub	blic Contracting & Environmental Crimes Certification	1-2	
Attachment C The	e Florida Trench Safety Act	1	
Attachment D ePa	ayables Application	1	
Construction Agre	eement for Stipulated Sum	1-9	
General Condition	ns of the Construction Agreement	GC 1- 44	

SECTION A INFORMATION TO BIDDERS

A.01 OPENING LOCATION

Sealed bids will be <u>publicly opened</u> at the <u>Manatee County Purchasing Division</u>, <u>1112 Manatee Avenue West, Suite 803, Bradenton, Florida 34205</u> in the presence of Owner officials at the time and date stated, or soon thereafter. All bidders or their representatives are invited to attend the sealed bid opening.

Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their bid <u>delivered to the Manatee County</u> <u>Purchasing Division</u> for receipt on or before the stated time and date. Bidder shall be solely and strictly responsible for its timely delivery to the Purchasing Division. Bids delayed by mail, courier, or bids delayed for any other reason, shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the bidder's request and expense.

A.02 SEALED & MARKED

Bids shall be submitted in duplicate, <u>one original (marked Original) and one</u> <u>copy/copies (marked Copy)</u> of your <u>signed bid</u> shall be submitted in one <u>sealed</u> package, clearly marked on the outside "<u>Sealed Bid #15-2513-OV, Robinson</u> <u>Preserve Expansion Phase II Restoration, Bradenton, FL.</u>" along with your company name.

For your convenience, a mailing label is provided with this Invitation for Bid (IFB) package. Or, you may address the package as follows:

Manatee County Purchasing Division 1112 Manatee Avenue West, Suite 803 Bradenton, Florida 34205 Sealed Bid # ____, Title ____

All blank spaces on the bid form must be filled in as noted with amounts extended and totaled and no changes shall be made in the wording of the forms or in the items thereupon. In the event a change is made in your submittal, the bidder shall write its initials by the change. Any bid may be rejected which contains any omissions, alterations, irregularities of any kind, or which shall in any manner fail to conform to the requirements of this IFB.

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

A.03 SECURING BID DOCUMENTS

IFB's and related documents are available on <u>http://www.mymanatee.org/purchasing</u> for download in a portable document format (.PDF) file by clicking on "<u>Bids and</u> <u>Proposals</u>" from the Purchasing Division's web page. You may view and print these files using Adobe Reader software. If necessary, you may download a free copy of Adobe Reader from the link provided on the "Bids and Proposals" page.

Additionally, Manatee County collaborates with the Manatee Chamber of Commerce by announcing solicitation opportunities to the Chamber which are then passed to its members.

Manatee County may also use DemandStar to distribute bids. On the DemandStar website, <u>http://www.DemandStar.com</u>, click on the tab titled "My DemandStar" for more information regarding this service. Participation in the DemandStar system is not a requirement for doing business with Manatee County.

Complete copies of the IFB and all related documents are available for public inspection at the Manatee County Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205, or by calling (941) 749-3014. Appointments are encouraged. Documents are available between the hours of 9:00 AM and 4:00 PM Monday through Friday, with the exception of holidays. A complete set of the IFB documents must be used in preparing bids. Owner assumes no responsibility for errors and misinterpretations resulting from the use of incomplete sets of bid documents.

A.04 EXAMINATION OF BID DOCUMENTS AND SITE(S)

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

Each bidder may, at bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions at or contiguous to the Project Site(s) or otherwise which may affect cost, progress, performance or furnishing of the Work and which bidder deems necessary to determine his bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the IFB documents. Owner will provide each bidder access to the site(s) to conduct such explorations and tests.

Bidder shall fill all holes, clean up and restore the Project Site(s) to its former condition upon completion of such explorations. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by successful bidder in performing the Work are identified in the IFB documents.

All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by successful bidder. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise provided in the IFB documents.

Inspection of the Project Site(s) is a requirement to be considered for award of this bid. Prior to submitting a bid, each bidder shall examine the Project Site(s) and all conditions thereon fully familiarizing themselves with the full scope of the Work. Failure to become familiar with Project Site conditions will in no way relieve the successful bidder from the necessity of furnishing any materials or performing any Work that is required to complete the Project in accordance with the Project Plans and Specifications. Bidder shall acknowledge inspection of the Project Site(s) on his/her signed, submitted Bid Form.

A.05 MODIFICATION OF BID DOCUMENTS

If a bidder wishes to recommend changes to the IFB documents, the bidder shall furnish, in writing, data and information necessary to aid Owner in evaluating the request to modify the IFB documents. Owner is not obligated to make any changes to the IFB documents. Unless an addendum is issued, the IFB documents shall remain unaltered. **Bidders must fully comply with the IFB documents in their entirety.**

A.06 CLARIFICATION & ADDENDA

Each bidder shall examine all IFB documents and shall judge all matters relating to their adequacy and accuracy. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to this IFB shall be made through the Manatee County Purchasing Division. Owner shall not be responsible for oral interpretations given by any Owner employee, representative, or others.

5:00 PM on September 10, 2015 shall be the deadline to submit to the Purchasing Division, in writing, all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this IFB.

This deadline has been established to maintain fair treatment of all potential bidders, while maintaining progression of the Work.

If any addenda are issued to this IFB, Owner will post the documents on the Purchasing Division's web page at <u>http://www.mymanatee.org/purchasing</u>, and then by clicking on "<u>Bids and Proposals</u>". If the original solicitation was broadcast via DemandStar, the addenda will also be broadcast on the DemandStar distribution system to "Planholders" on this web service.

The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

It shall be the **responsibility of each bidder, prior to submitting a bid**, to contact the Purchasing Division (see contact information on the cover page) to **determine if any addenda were issued** and to make such addenda a part of their bid.

A.07 LOBBYING

After the issuance of any IFB, prospective bidders or their agents, representatives or persons acting at the request of such bidder shall not contact, communicate with or discuss any matter relating to the IFB with any officer, agent or employee of Manatee County other than the Purchasing Official or the contact identified in this IFB, pursuant to the Manatee County Code of Laws. This prohibition includes copying such persons on all written communication, including email correspondence. This requirement begins with the issuance of an IFB and ends upon execution of the final Agreement or when the IFB has been cancelled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Code of Laws.

A.08 UNBALANCED BIDDING PROHIBITED

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

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

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

A.09 FRONT LOADING OF BID PRICING PROHIBITED

Prices offered for performance and/or acquisition activities which occur early in the Project Schedule, such as mobilization; clearing and grubbing; or maintenance of traffic; that are substantially higher than pricing of competitive bidders within the same portion of the Project Schedule, will be presumed to be front loaded. Front loaded bids could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the bidder to complete the Work or otherwise creating an appearance of an undercapitalized bidder. In the event Owner determines that a bid is presumed to be front loaded, it will request the opportunity to, and reserves the right to, review all source quotes, bids, price lists, letters of intent, etc., which the bidder obtained and upon which the bidder relied upon to develop the pricing or acquisition timing for these bid items. Owner reserves the right to reject as nonresponsive any presumptive front loaded bids where the bidder is unable to demonstrate the validity and/or necessity of the front loaded costs.

A.10 WITHDRAWAL OF BIDS

Bidders may withdraw bids as follows:

- a. Mistakes discovered before the public bid opening may be withdrawn by written notice from the bidder submitting the bid. This request must be received in the Purchasing Division prior to the time set for delivery and opening of the bids. A copy of the request shall be retained and the unopened bid returned to the bidder; or
- b. After the bids are opened or a selection has been determined, but before an Agreement is signed, a bidder alleging a material mistake of fact may be permitted to withdraw their bid if:
 - 1. The mistake is clearly evident in the solicitation document; or
 - Bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. Request to withdraw a bid must be in writing and approved by the Purchasing Official.

A.11 IRREVOCABLE OFFER

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

A.12 BID EXPENSES

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

A.13 RESERVED RIGHTS

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

To be <u>responsive</u>, a bidder shall submit a bid which conforms in all material respects to the requirements set forth in the IFB.

To be a <u>responsible</u> bidder, the bidder shall have the capability in all respects to perform fully the bid requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

Also, Owner reserves the right to make such investigation as it deems necessary to determine the ability of any bidder to furnish the service requested. Information Owner deems necessary to make this determination shall be provided by the bidder. Such information may include, but shall not be limited to current financial statements, verification of availability of equipment and personnel, and past performance records.

A.14 APPLICABLE LAWS

Bidder must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting Agreement. Any involvement with the Manatee County Purchasing Division shall be in accordance with the Manatee County Purchasing Ordinance as amended.

A.15 COLLUSION

By submitting a bid to this IFB, bidder certifies that it has not divulged, discussed or compared its bid with any other bidder, and <u>has not colluded</u> with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to their own organization, that in connection with this bid:

- a. any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor;
- b. any prices and/or cost data quoted for this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder, prior to the scheduled opening, directly or indirectly to any other bidder or to any competitor;
- no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;

- d. the only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the resulting Agreement to be entered into; and
- e. no person or agency has been employed or retained to solicit or secure the resulting Agreement upon an agreement or understanding or a commission, percentage, brokerage, or contingent fee except bona fide employees or established commercial agencies maintained by bidder for purpose of doing business.

A.16 CODE OF ETHICS

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

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

A.17 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

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

In addition, the Manatee County Code of Laws prohibits the award of any bid to any person or entity who/which has, within the past five (5) years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the Purchasing Official, establishes reasonable grounds to believe the person or business entity will not conduct business in a responsible matter.

To ensure compliance with the foregoing, the Code requires all persons or entities desiring to do business with Owner to execute and file with the Purchasing Official an

affidavit, executed under the pain and penalties of perjury, confirming that person, entity and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with Owner. In the case of a business entity other than a partnership or a corporation, such affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, such affidavit shall be executed by the general partner(s). A Public Contracting and Environmental Crimes Certification form is attached herein for this purpose.

A.18 SCRUTINIZED COMPANIES

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of \$1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Sudan List, Form #5A is provided for the bidder's convenience.

A.19 BID FORMS

Bids must be submitted on the provided forms, although additional pages may be attached. Bidders must fully complete all pages of the Bid Forms. Bid Forms must be executed by an authorized signatory who has the legal authority to make the bid and bind the company. Bidders must fully comply with all requirements of this IFB in its entirety. Failure to comply shall result in bidder being deemed nonresponsive.

Bidders are also required to complete the subcontractor's Percentage (%) form stating the percentage of work of each item listed which shall be performed by a Subcontractor.

A.20 AGREEMENT FORMS

The Agreement resulting from the Acceptance of a bid shall be in the form of the Agreement stated in this IFB, which is attached herein.

A written notice confirming award or recommendation thereof will be forwarded to the successful bidder accompanied by the required number of unsigned counterparts of the Agreement. <u>Within ten (10) days thereafter</u>, successful bidder shall sign and deliver the required number of counterparts of the Agreement with any other required documents to Owner. (Note: Agreement must be approved in accordance with Chapter 2-26 of the Manatee County Code of Laws and the Administrative Standards and Procedures Manual approved by the County Administrator).

A.21 LEGAL NAME

Bids shall clearly indicate the <u>legal name</u>, <u>address</u> and <u>telephone number</u> of the bidder on the Bid Form. Bid Forms shall be <u>signed</u> above the <u>typed or printed name</u> and <u>title</u> of the signer. The signer must have the authority to bind the bidder to the submitted bid.

When bidder is a partnership, the Bid Form shall be signed in the name of the firm and by all partners required under the terms of the partnership agreement. When a corporation is a bidder, the authorized corporate officers shall sign.

Bidders who are corporations or limited partnerships shall provide a certified copy of their permit to transact business in the State of Florida, preferably along with the Bid Form, or within forty-eight (48) hours after request by Owner.

When submitting a bid as a joint venture, it must have filed paper documents with the Division of Profession's Construction Industry Licensing Board prior to submitting a bid.

A.22 DISCOUNTS

Any and all discounts must be incorporated in the prices contained in the bid and not shown separately. The prices indicated on the Bid Form shall be the prices used in determining award.

A.23 TAXES

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

The Contractor shall be responsible for the payment of taxes of any kind and character, including, but not limited to sales, consumer, use, and other similar taxes payable on account of the work performed and materials furnished under the award in accordance with the laws and Regulations of the place of the project which are applicable during the performance of the work. Nothing herein shall affect the bidder's normal tax liability.

A.24 DESCRIPTIVE INFORMATION

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

A.25 AUTHORIZED PRODUCT REPRESENTATION

The bidder, by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. Failure to

perform accordingly may, in Owner's sole discretion, be deemed a material breach of the resulting Agreement, and shall constitute grounds for Owner's immediate termination of the resulting Agreement.

A.26 ROYALTIES AND PATENTS

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

A.27 AMERICANS WITH DISABILITIES ACT

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

A.28 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

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

A.29 MBE/DBE

The State of Florida Office of Supplier Diversity provides the certification process and the database for identifying certified MBE/DBE firms. This service may be directly accessed at: <u>http://www.osd.dms.state.fl.us/iframe.htm.</u> If you have any questions regarding this State service, please contact their office at (850) 487-0915.

A.30 MATHEMATICAL ERRORS

Bid Forms without mathematical formulas:

In the event of multiplication/extension error(s), the unit price shall prevail. In the event of addition error(s) the extension totals will prevail. In the event the dollar amount for contract contingency is omitted, it will be added to the total price of the bid.

Bid Forms with mathematical formulas:

Interactive Bid Forms that contain mathematical formulas may be used for automating lengthy and complex bid forms. In the event these forms are used and a multiplication/extension error(s) is discovered, the unit price entered by the vendor shall prevail. The vendor shall assume the responsibility and accuracy of the information input in the bid form and therefore shall verify that the calculations are correct before submitting their bid.

Regardless of which type of bid form is used, all bids shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

A.31 SUBCONTRACTORS, SUPPLIERS AND OTHERS

The identity of Subcontractors, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment) may be requested by Owner for each bid item from any of the bidders; and the bidder 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 Work and other evidence of qualification for each such Subcontractor, supplier, persons or organization if requested by Owner. If Owner, after due investigation, has reasonable objection to any proposed Subcontractor, supplier, other person or organization, Owner may, before the notice of intent to award is given, request the successful bidder to submit an acceptable substitute without an increase in Contract Sum or Contract Time.

If successful bidder declines to make any such substitution, Owner may award the resulting Agreement to the next lowest qualified bidder that proposes to use acceptable Subcontractors, suppliers, and other persons who Owner does not make written objection to. Successful bidder shall not be required to employ any Subcontractor, supplier, other person or organization who successful bidder has reasonable objection to.

Subcontractors shall be bound by the terms and conditions of the resulting Agreement insofar as it applies to their Work, but this shall not relieve the successful bidder from the full responsibility to Owner for the proper completion of all Work to be executed under the resulting Agreement.

A.32 DISCLOSURE

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

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

Based on the above, Owner will receive bids at the time and date stated and will make public at the opening the names of the business entities of all that submitted a bid and any amount presented as a total offer without any verification of the mathematics or the completeness of the bid.

If Owner rejects all bids and concurrently notices its intent to reissue the solicitation, the rejected bids are exempt from public disclosure until such time as Owner provides notice of an intended decision concerning the reissued solicitation or until Owner withdraws

the reissued solicitation. A bid is not exempt for longer than twelve (12) months after the initial notice rejecting all bids.

Pursuant to Section 119.0701, Florida Statutes, in any Agreement entered into by Owner wherein the successful bidder is acting on behalf of Owner, successful bidder must:

- a. Keep and maintain public records that ordinarily and necessarily would be required by Owner in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that Owner would provide and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, at no cost, to Owner all public records in possession of successful bidder upon termination of the awarded Agreement and/or PO and destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to Owner in a format that is compatible with Owner's information technology systems.

A.33 LOCAL PREFERENCE

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 employee at that location.

Local preference shall not apply to the following categories of Agreements:

- Purchases or Agreements 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.
- 2. 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.

To qualify for local preference under this section, a local business must certify to **Owner** by completing an "Affidavit as to Local Business Form", which is available

for download at <u>www.mymanatee.org/vendor</u>. Click on "Affidavit for Local Business" to access and print the form. Complete, notarize, and <u>mail the notarized original</u> to the following address: Manatee County Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.

It is the responsibility of the bidder to ensure accuracy of the Affidavit as to Local Business and notify Owner of any changes affecting same.

A.34 VENDOR REGISTRATION

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.

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/purchasing

A link to Vendor Registration is listed on the Purchasing Division's web page under "Register as a Vendor". Click on "Vendor Registration Form" for on-line input.

Registration is not mandatory; however, by taking the time to register, you are helping Owner to provide timely notification of quotation, bid and proposal opportunities to your business.

A.35 BE GREEN

All bidders 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**. Where all other evaluative factors, including local preference policies, are otherwise equal, such policies and practices will be a determinative factor in the award decision.

Provide detail of your organization's initiative and its ability to meet the goal of environmental sustainability.

A.36 ePAYABLES

Manatee County and Clerk of the Circuit Court have partnered to offer the ePayables program, which allows payments to be made to vendors via credit cards. The Clerk will issue a unique credit card number to each vendor; the card has a zero balance until payments have been authorized.

After goods are delivered or services rendered, vendors submit invoices to the remit to address on the purchase order according to the current process. When payments are authorized, an email notification is sent to the vendor. The email notification includes the invoice number(s), invoice date(s), and amount of payment. There is no cost for vendors to participate in this program; however, there may be a charge by the company that processes your credit card transactions.

If you are interested in participating in this program, please complete the ePayables Application attached herein and return the completed form via email to Ms. Lori Bryan, Supervisor at lori.bryan@manateeclerk.com.

A.37 SOUTHWET FLORIDA WATER MANAGEMENT DISTRICT GRANT REQUIREMENTS:

In recognizing that active Minority, Woman Owned and Small Business Enterprise programs are essential to the social and economic development of a community, Manatee County is encouraging minority, Woman Owned and Small Business Enterprises to participate in this project.

Businesses must be registered and authorized to conduct business in the State of Florida and must be certified by the Office of Supplier Diversity.

NOTE: ANY OR ALL STATEMENTS CONTAINED IN THE FOLLOWING SECTIONS: SCOPE OF WORK, BID SUMMARY, CONSTRUCTION AGREEMENT FOR STIPULATED SUM, AND GENERAL CONDITIONS OF THE CONSTRUCTION AGREEMENT, WHICH VARY FROM THE INFORMATION TO BIDDERS, SHALL HAVE PRECEDENCE.

END OF SECTION A

SECTION B SCOPE OF WORK

B.01 SCOPE OF WORK

The Work consists of the construction of 58 acres of lakes and freshwater ponds and the dredging of 0.39 acres of other surface waters to create habitat and conduct restoration work within existing disturbed uplands and spoils areas in this phase of restoration activities in order to convert and transition later into the Phase II-B restoration efforts. The project also includes the construction of 6 acres of passive recreational improvements (i.e. trails, kayak launches and storage tubes, etc.) that will allow the initial phase of public access to foster public education, awareness, and passive recreation on the site. This public access will be equipped with parking area and paved access drive which will be routed to a dry detention pond with effluent filtration to provide quality treatment.

The Work consists of all items as indicated on the Plans which are made a part of this Invitation for Bid plus those items of construction not indicated but considered normal, necessary, and usual in the construction industry for construction of a project of this scope.

All references to "FDOTSPEC" shall mean the latest edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction. All references to "FDOT INDEX BOOK" shall mean the latest edition of the "FDOT Roadway and Traffic Design Standards".

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

Prior to bidding, all Contractors are required to conduct any necessary investigations to arrive at their own conclusions regarding the actual conditions that may be encountered and shall base their bid on those conclusions.

LOCATION OF WORK: 10350 9TH Avenue NW, Bradenton, Florida 34209, Section 23 and 26, Township 34 south, Range 16 East, in Manatee County.

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

B.02 COMPLETION OF WORK

The Work will be completed and ready for final inspection within the specified calendar days from the date the Contract Time commences to run. One bid shall be considered, **based** on **210 calendar day completion time**.

B.03 LIQUIDATED DAMAGES

If the successful bidder fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents, the Owner shall be entitled to retain or recover from the successful bidder, as liquidated damages and not as a penalty, the sum of **\$2,876.00** per calendar day, commencing upon the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur as a result of delayed completion of the Work. The Owner may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due the successful bidder under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the successful bidder shall be payable to the Owner at the demand of the Owner, together with interest from the date of the demand at the maximum allowable rate.

B.04 CONTRACT CONTINGENCY WORK

Contract contingency is a monetary allowance used solely at Owner's discretion to handle unexpected conditions as required to satisfactorily complete the Work in accordance with the IFB documents. A Field Directive must be issued by an authorized Owner representative to authorize use of contract contingency funds.

The percentage for contract contingency is listed on the Bid Form. Bidder shall enter the dollar amount for contract contingency based on the percentage of the total base bid. The total contract award will include contract contingency.

Appropriate uses of contract contingency include increases to existing bid item quantities that do not change the initial scope of Work, which may be directed by staff; modification items not originally bid which were unforeseen yet necessary during the Work to provide a safe, complete Project and that do not change the initial scope of Work; and unanticipated conflicts and/or design changes required during construction which are necessary to provide a safe, complete Project and that do not change the initial scope of Work.

Inappropriate uses of contract contingency include anything that changes the initial scope of Work, including the Contract Sum and Contract Time, and adding bid items not previously contemplated that change the initial scope of Work.

END OF SECTION B



FLORIDA DEPARTMENT OF

ENVIRONMENTAL PROTECTION

SOUTHWEST DISTRICT OFFICE 13051 NORTH TELECOM PARKWAY TEMPLE TERRACE, FLORIDA 33637-0926

Environmental Resource Permit

RICK SCOTT GOVERNOR

CARLOS LOPEZ-CANTERA LT. GOVERNOR

HERSCHEL T. VINYARD JR. SECRETARY

ATTACHMENT AA Environmental Resource Permit No.:41-0328524-001 Executed 9/19/2014

Permittee: Manatee County Parks and Natural Resources Department Permit No: 41-0328524-001

PROJECT LOCATION

The activities authorized by this permit are located at 10350 9th Avenue NW, Bradenton, Florida 34209, in Sections 23 & 26, Township 34 South, Range 16 East, in Manatee County. The project coordinates are latitude 27° 30' 34.90" and longitude 82° 39' 59.25".

PROJECT DESCRIPTION

The permittee is authorized to dredge 0.39 acres of other surface waters (FLUCCS Code 0534) to create habitat and conduct restoration work within existing disturbed uplands and spoil areas (FLUCCS Code 0740 and 0743). The project includes the construction of 58 acres of lakes and freshwater ponds (FLUCCS Code 0520) in this phase of restoration in order to convert and transition later into the final Phase III restoration efforts. The project also includes the construction of 6 acres of passive recreational improvements (i.e. trails, kayak launches and storage tubes, etc.) that will allow the initial phase of public access to foster public education, awareness, and passive recreation on the site. This public access area will be equipped with a parking area and paved access drive which will be routed to a dry detention pond with effluent filtration to provide water quality treatment. Authorized activities are depicted on the attached exhibits.

AUTHORIZATIONS

Environmental Resource Permit

The Department has determined that the activity qualifies for an Environmental Resource Permit. Therefore, the Environmental Resource Permit is hereby granted, pursuant to Part IV of Chapter 373, Florida Statutes (F.S.), and Chapter 62-330, Florida Administrative Code (F.A.C.).

Sovereignty Submerged Lands Authorization

As staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), the Department has determined the activity is not on submerged lands owned by the State of Florida. Therefore, your project is not subject to the requirements of Chapter 253, F.S., or Rule 18-21, F.A.C.

ATTACHMENT AA Environmental Resource Permit No.:41-0328524-001 Executed 9/19/2014

www.dep.state.fl.us

Federal Authorization

Your proposed activity as outlined on your application and attached drawings **does not qualify** for Federal authorization pursuant to the State Programmatic General Permit and a **SEPARATE permit** or authorization **may be required** from the Corps. A copy of your permit application has been forwarded to the Corps for their review. The Corps will issue their authorization directly to you or contact you if additional information is needed. If you have not heard from the Corps within 30 days from the date your application was received at the local FDEP Office, contact the Corps at the Tampa Regulatory Field Office at (813) 769-7073, for status and further information. **Failure to obtain Corps authorization prior to construction could subject you to federal enforcement action by that agency**.

Authority for review - an agreement with the USACOE entitled "Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection, or Duly Authorized Designee, State Programmatic General Permit", Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

Coastal Zone Management

Issuance of this authorization also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

Water Quality Certification

This permit also constitutes a water quality certification under Section 401 of the Clean Water Act, 33 U.S.C. 1341.

Other Authorizations

You are advised that authorizations or permits for this activity may be required by other federal, state, regional, or local entities including but not limited to local governments or municipalities. This permit does not relieve you from the requirements to obtain all other required permits or authorizations.

The activity described may be conducted only in accordance with the terms, conditions and attachments contained in this document. Issuance and granting of the permit and authorizations herein do not infer, nor guarantee, nor imply that future permits, authorizations, or modifications will be granted by the Department.

PERMIT CONDITIONS

The activities described must be conducted in accordance with:

- The Specific Conditions
- The General Conditions
- · The limits, conditions and locations of work shown in the attached drawings
- The term limits of this authorization

You are advised to read and understand these conditions and drawings prior to beginning the authorized activities, and to ensure the work is conducted in conformance with all the terms, conditions, and drawings herein. If you are using a contractor, the contractor also should read and understand these conditions and drawings prior to beginning any activity. Failure to comply with these conditions, including any mitigation requirements, shall be grounds for the Department to

revoke the permit and authorization and to take appropriate enforcement action. Operation of the facility is not authorized except when determined to be in conformance with all applicable rules and this permit, as described.

SPECIFIC CONDITIONS

 Submittals required herein (e.g., progress reports, as-built drawings, etc.) shall include the permittee's name and permit number 41-0328524-001 and shall be directed by e-mail to SW_ERP@dep.state.fl.us with a subject line of "Compliance: permit number 41-0328524-001", or by mail to:

> Department of Environmental Protection Southwest District ATTN: ERP Compliance Assurance 13051 North Telecom Parkway Temple Terrace, FL 33637-0926

- 2. The work authorized by this permit shall not be conducted on any property, other than that owned by the permittee, without the prior written approval of that property owner.
- 3. In the event the permittee files for bankruptcy prior to completion of work permitted and required by this permit, the permittee must notify the Department within 30 days of filing. The notification shall identify the bankruptcy court and case number and shall include a copy of the bankruptcy petition.

SPECIFIC CONDITIONS - PRIOR TO ANY CONSTRUCTION

- 4. The permittee shall have the filter material that will be used in construction of the surface water management system underdrain treatment unit tested at a certified independent laboratory for the following parameters listed in Section 5.2.b.3 of the Southwest Florida Water Management District Environmental Resource Permitting Information Manual, Part B, Basis of Review: uniformity coefficient, effective grain size, sieve analysis, percent silts, clays, and organic matter, and permeability test (constant head). The engineer of record shall certify that (1), the filter media used in construction of the treatment system is of same source as material used for the certified laboratory test and (2), that the material meets the requirements listed Section 5.2.b.3 of the Basis of Review. The permittee shall submit the test results and the engineer certification to the Department with the as-built drawings required by Specific Condition No. 13.
- 5. Best management practices for erosion control shall be implemented prior to construction commencement and shall be maintained at all times during construction to prevent siltation and turbid discharges in excess of the ambient turbidity levels of the surrounding Outstanding Florida Waters. Methods may include, but are not limited to the use of staked hay bales, staked filter cloth, sodding, seeding, staged construction and the installation of turbidity screens around the immediate project site. Erosion control methods shall be implemented as depicted in Sheets 33 & 34 of the attached permit drawings.

SPECIFIC CONDITIONS - CONSTRUCTION ACTIVITIES

- 6. Wetland areas or waterbodies that are outside the specific limits of construction authorized by this permit, must be protected from erosion, sedimentation, siltation, scouring, excess turbidity, and/or dewatering. There shall be no discharge in violation of the water quality standards in Chapter 62-302, F.A.C. Turbidity/erosion controls shall be installed prior to clearing, excavation or placement of fill material, shall be maintained until construction is completed, disturbed areas are stabilized, and turbidity levels have fallen to less than ambient background. The turbidity and erosion control devices shall be removed within 14 days once these conditions are met.
- 7. Areas of exposed soils shall be isolated from wetlands or other surface waters to prevent erosion and deposition of these soils into wetlands or other surface waters during construction and operation of permitted activities.
- 8. The permittee shall be responsible for ensuring erosion control devices/procedures are inspected and maintained daily during all phases of construction authorized by this permit until areas disturbed during construction are sufficiently stabilized to prevent erosion, siltation, and turbid discharges.
- 9. The following measures shall be taken immediately by the permittee when turbidity levels within waters of the State surrounding the project site exceed the ambient water quality levels of the Outstanding Florida Waters:
 - a. Immediately cease work contributing to the water quality violation.
 - b. Stabilize exposed soils contributing to the violation. Modify the work procedures responsible for the violation, install additional turbidity containment devices and repair non-functioning turbidity containment devices.
 - c. Notify the Department within 24 hours of the time the violation is first detected.
- 13. Excavation of the detention pond is limited to the permitted design specifications as depicted on Sheets 21, 23, 27 & 29 of 34 of the attached permit drawings. If limestone bedrock is encountered during construction, the permittee shall notify the Department immediately and shall cease construction in the affected area. The permittee shall submit a design revision to the Department for review and approval that will demonstrate compliance with Rule 5.4.1.b. of the Applicant's Handbook, Volume II prior to proceeding with construction.
- 10. The authorized surface water management system shall be completed prior to or simultaneously with associated upland development.
- 11. Unauthorized impacts to wetlands as a result of the authorized construction shall be reported to the Department within 24 hours.
- 12. Storage or stockpiling of tools and materials (i.e., lumber, pilings, debris) within wetlands or other surface waters is prohibited.

SPECIFIC CONDITIONS- CONSTRUCTION COMPLETION

(The permittee shall comply with the following conditions prior to the transfer to operation phase of the facility. All documentation required below shall be included with the permittee's request to transfer the project to the operation phase [Form No. 62-330.310(2), F.A.C.].)

13. The permittee shall submit signed, dated and sealed as-built drawings to the Department for review and approval within 30 days of completion of construction. The as-built drawings shall be based on the Department permitted construction drawings, which should be revised to reflect changes made during construction. Both the original design and constructed elevations must be clearly shown. The plans must be clearly labeled as "as-built" or "record" drawings. Surveyed dimensions and elevations required shall be verified and signed, dated and sealed by a Florida registered surveyor or engineer. As-builts shall be submitted to the Department regardless of whether or not deviations are present.

In addition to the as-built drawings, the permittee shall submit the "As-built Certification and Request for Conversion to Operation Phase" form as required in General Condition #6.

The following information shall be verified on the as-built drawings from the engineering drawings signed and sealed by R. Quince Sellers, P.E., #49374, on August 8, 2014:

Plan View/Cross-Section	Drawing Number	
Grading and Drainage Plan	19-24 of 34	
Grading Cross Sections	25-29 of 34	
Construction Details	30 of 34	

- 14. The dry detention ponds are intended to become dry within 72 hours after a rainfall event. A system that is regularly wet shall not be considered in compliance with this permit and possible modifications to the system may be required.
- 15. The maintenance of the SWMS shall be in accordance with the attached "Operation & Maintenance Plan". It is the responsibility of the permittee to ensure that that the surface water management system is functioning as designed.
- The SWMS conveyance pipes shall be maintained free of blockage and the pond must be kept free of obstructions or blockage by sediment. Any scouring or erosion at these locations must be repaired.
- 17. All ditches and swales from the point at which they receive runoff from the project area and through their entire downstream length shall be well maintained and stabilized to ensure that they are not subject to erosion.
- 18. The permitted SWMS shall only be used for the purpose of controlling surface water runoff from the site, and shall not be used to dispose of or store any solid/liquid waste or products generated or used during operation or construction of the facility.

- 19. The permittee shall notify the Department of any sinkhole development in the SWMS within 24 hours after discovery, and must submit a detailed sinkhole evaluation and repair plan for approval by the Department within 30 days of discovery.
- 20. The operation and maintenance entity shall provide for the inspection of the permitted project after conversion of the permit to the operation and maintenance phase. For systems utilizing effluent filtration or exfiltration or systems utilizing effluent filtration or exfiltration and retention or wet detention, the inspections shall be performed 24 months after operation is authorized and every 24 months thereafter.

The operation and maintenance entity must maintain a record of each inspection, including the date of inspection, the name and contact information of the inspector, whether the system was functioning as designed and permitted, and make such record available upon request of the District.

Within 30 days of any failure of a stormwater management system or deviation from the permit, an inspection report shall be submitted using Form 62-330.311(1), "Operation and Maintenance Inspection Certification" describing the remedial actions taken to resolve the failure or deviation.

GENERAL CONDITIONS FOR INDIVIDUAL PERMITS

The following general conditions are binding on all individual permits issued under chapter 62-330, F.A.C., except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate project-specific conditions.

- 1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
- 2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
- 3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007)*, and the *Florida Stormwater Erosion and Sedimental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a

project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

- 4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," [October 1, 2013], which is incorporated by reference in paragraph 62-330.350(1)(d), F.A.C., indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.
- 5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
- 6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 - For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex – "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
 - b. For all other activities "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
 - c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
- 7. If the final operation and maintenance entity is a third party:
 - a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
 - b. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
- 8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
- 9. This permit does not:
 - a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 - b. Convey to the permittee or create in the permittee any interest in real property;

- c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
- d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
- 10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
- 11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
- 12. The permittee shall notify the Agency in writing:
 - a. Immediately if any previously submitted information is discovered to be inaccurate; and
 - b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.
- 13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
- 14. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.
- 15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

- 16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
- 17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
- A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with subsection 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rule 28-106.201, F.A.C., a petition for an administrative hearing must contain the following information:

(a) The name and address of each agency affected and each agency's file or identification number, if known;

(b) The name, address, any email address, any facsimile number, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;

(c) A statement of when and how the petitioner received notice of the agency decision;

(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;

(e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;

(f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and

(g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. Under Section 120.60(3), F.S., however, any person who has asked the Department for notice of agency action may file a petition within 21 days of receipt of such notice, regardless of the date of publication. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, before the applicable deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, M.S. 35, Tallahassee, Florida 32399-3000; and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. The Notice of Appeal must be filed within 30 days from the date this action is filed with the Clerk of the Department.

Executed in Hillsborough County, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Kellow M.

Kelley M. Boatwright Program Administrator Permitting and Waste Cleanup Program Southwest District

Attachments:

Project Drawings and Design Specs. (34 Pages)

Operation and Maintenance Instructions for Robinson Preserve Phase II Restoration (2 Pages) Construction Commencement Notice/Form 62-330.350(1) (1Page)

As-built Certification and Request for Conversion to Operational Phase/Form 62-330.310(1) (2 Pages)

Request for Transfer to the Perpetual Operation Entity/Form 62-330.310(2) (1 Page) Request to Transfer Permit/Form 62-330.340(1) (2 Pages)

Operation and Maintenance Inspection Certification/Form 62-330.311(1) (2 Pages)

Copies furnished to:

U.S. Army Corps of Engineers, tampareg@usace.army.mil

R. Quince Sellers, P.E., Stantec Consulting Services, Inc., <u>quince.sellers@stantec.com</u>

Damon Moore, Manatee County, damon.moore@mymanatee.org

Michael Burton, Stantec Consulting Services, Inc., mike.burton@stantec.com

Danielle Henry, DEP Compliance Assurance Program, Danielle.henry@dep.state.fl.us

CERTIFICATE OF SERVICE

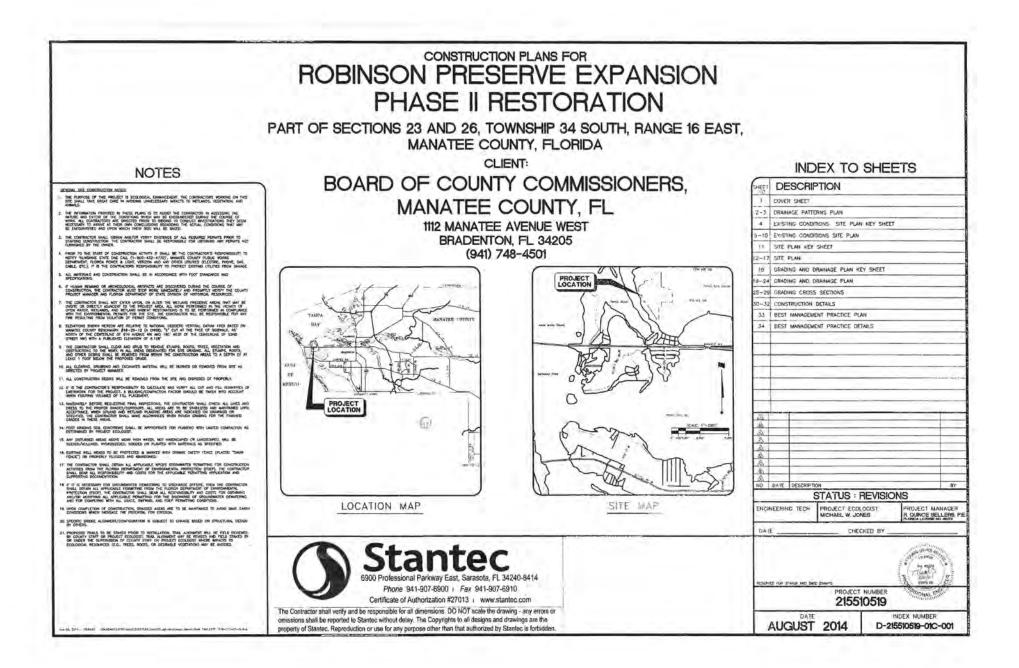
The undersigned hereby certifies that this permit, including all copies, were mailed before the close of business on <u>September 19, 2014</u>, to the above listed persons.

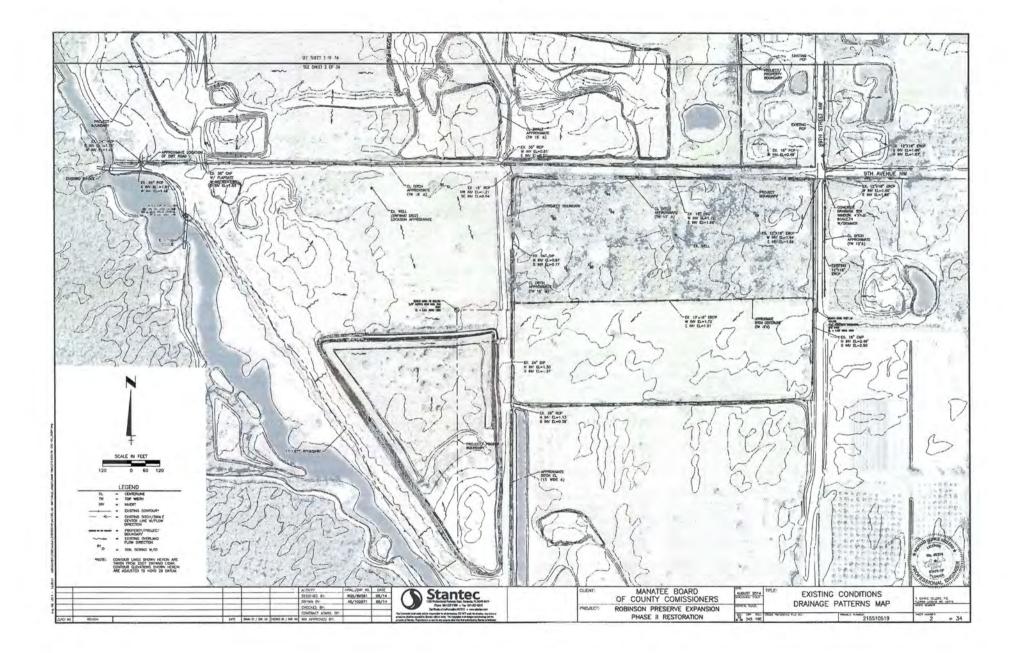
FILING AND ACKNOWLEDGMENT

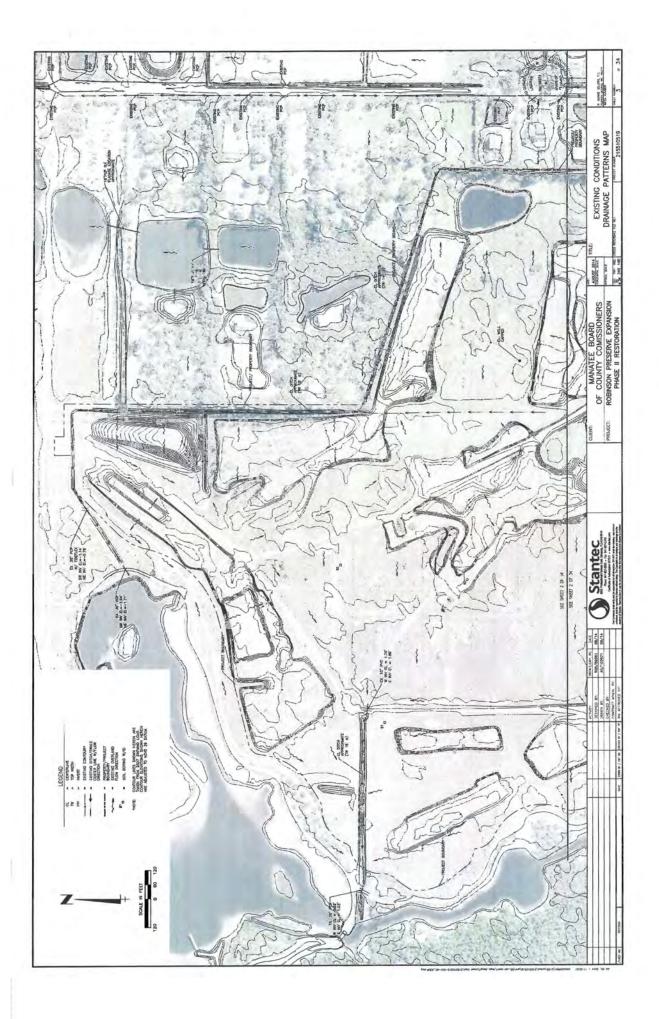
FILED, on this date, under 120.52(7) of the Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.

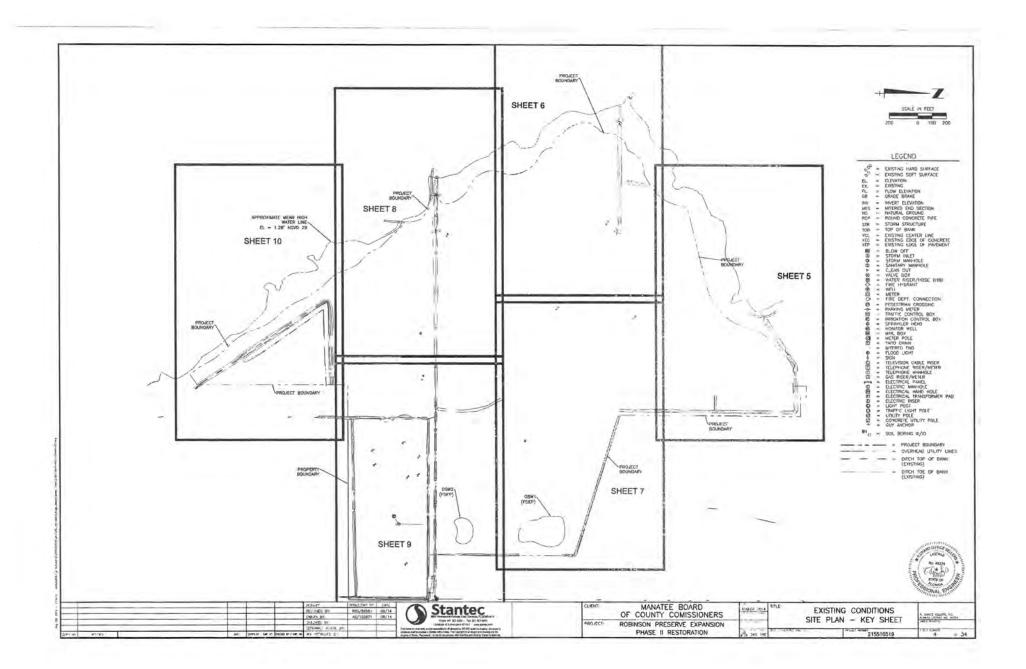
grothia Gracusse September 19, 2014 Clerk Date

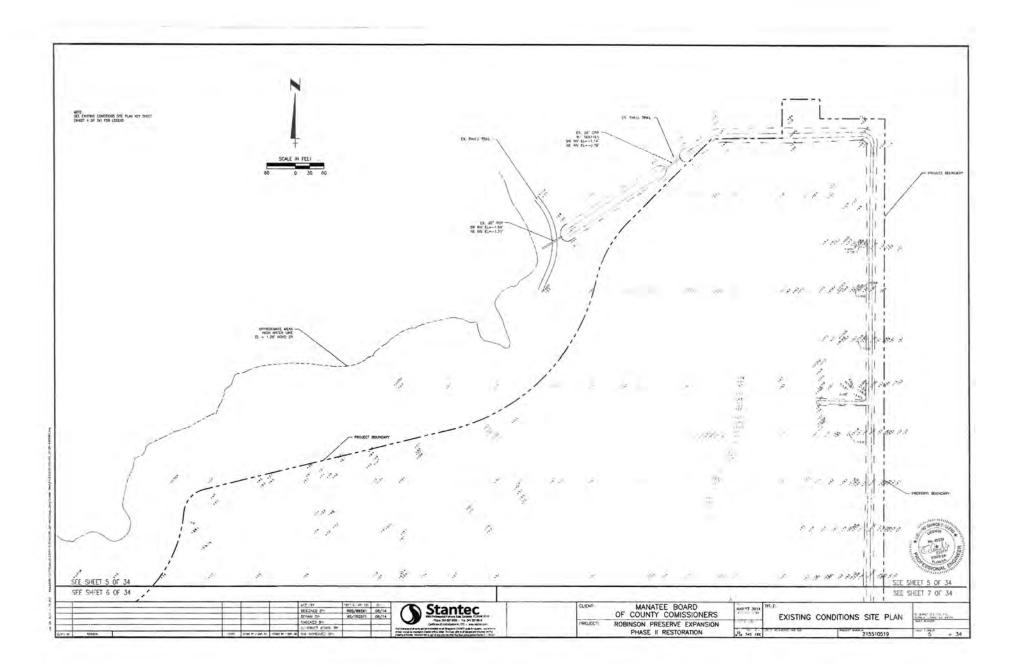
Manatee County - Parks and Natural Resources Department Permit No: 41-0328524-001 Page 11 of 11

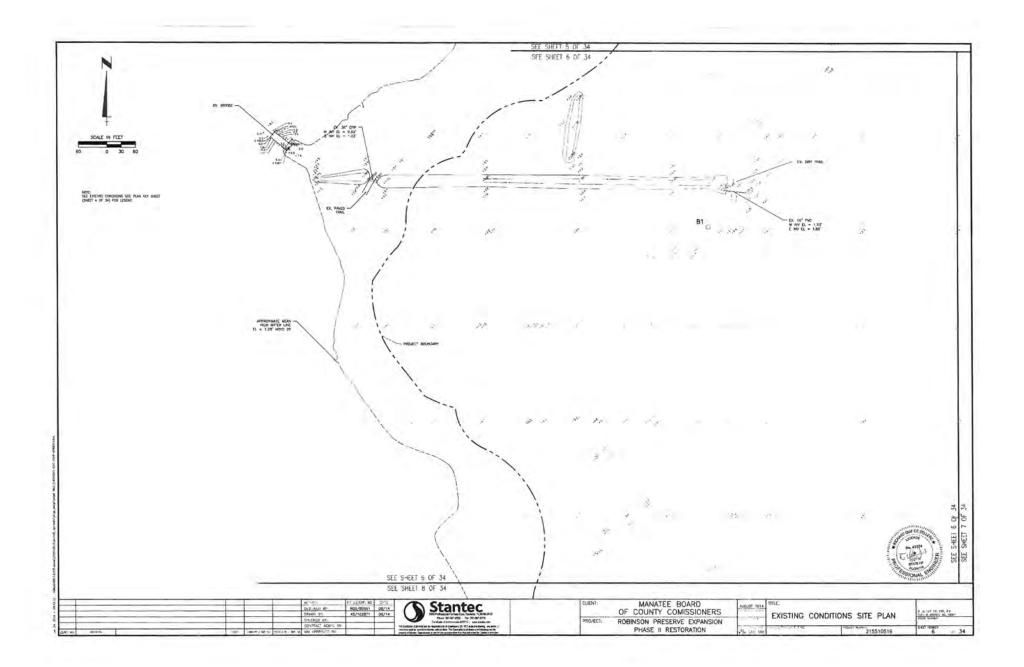


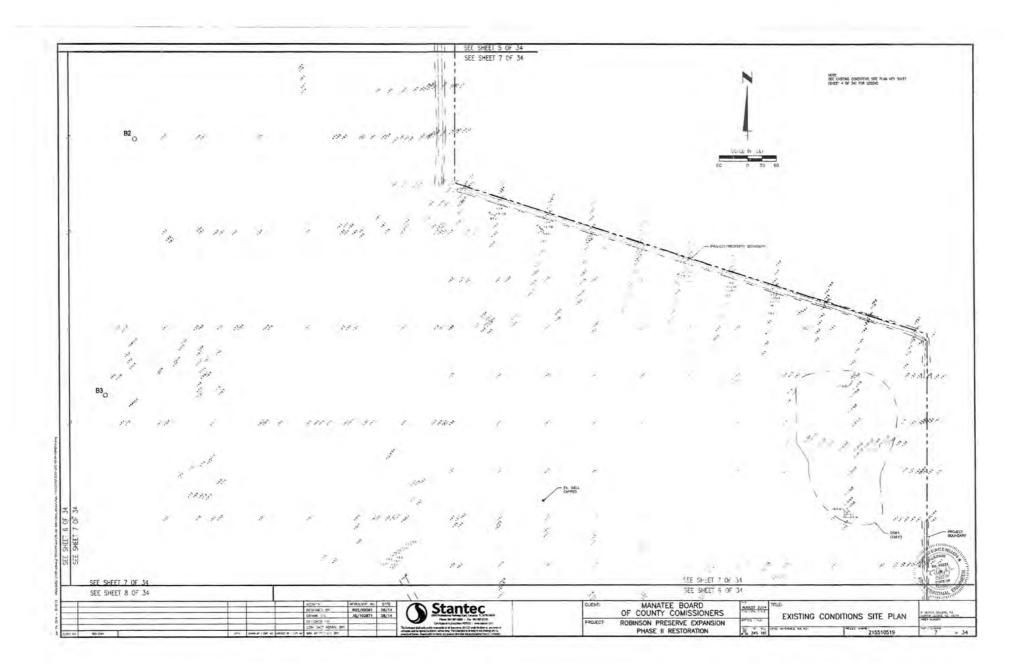


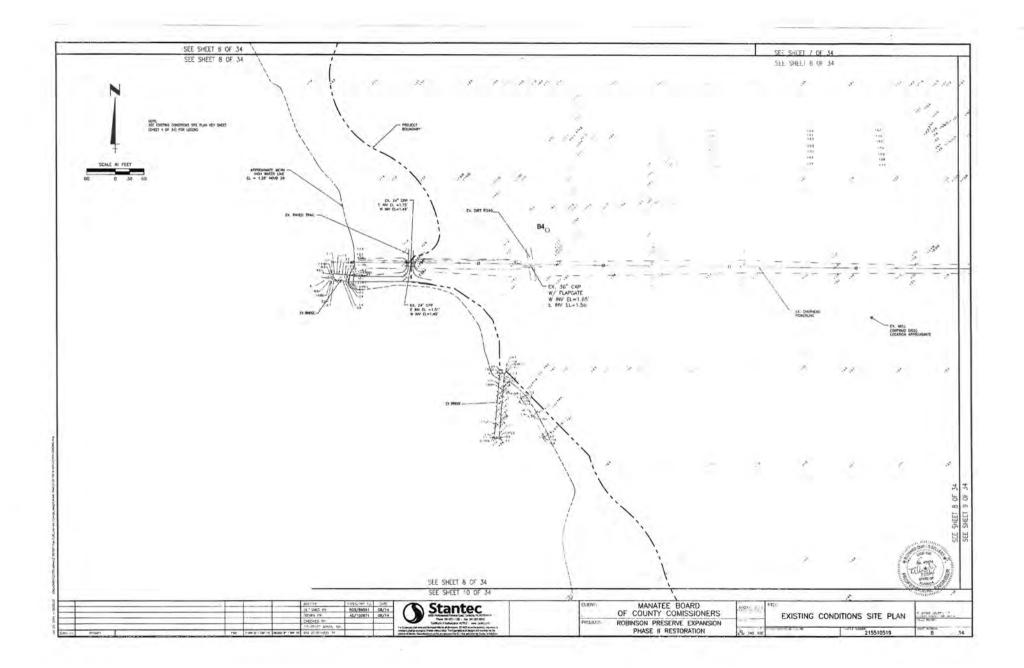


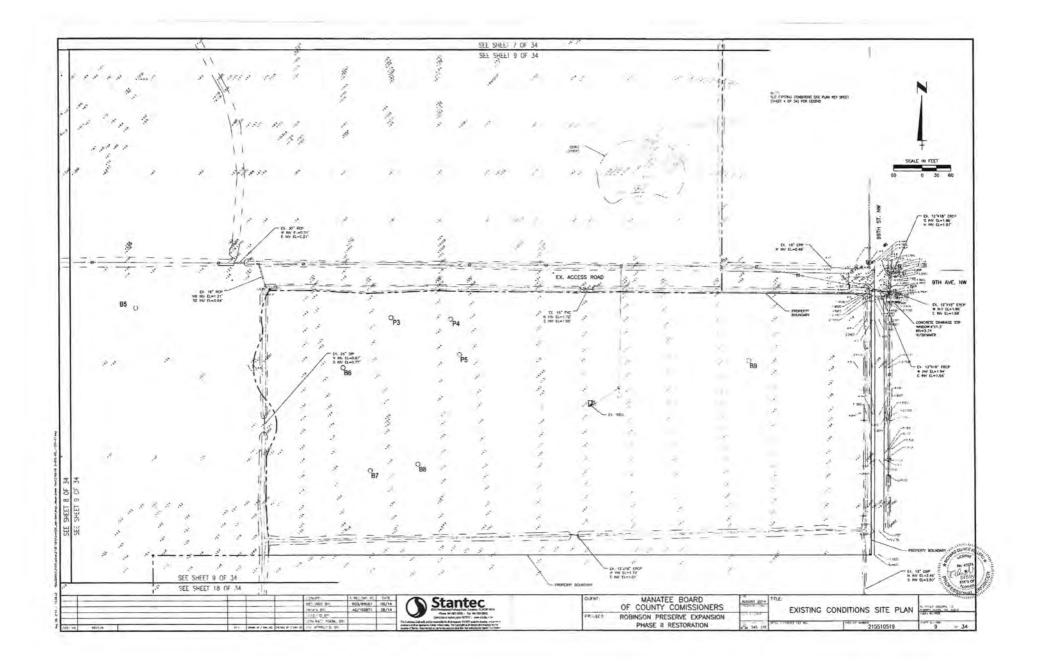


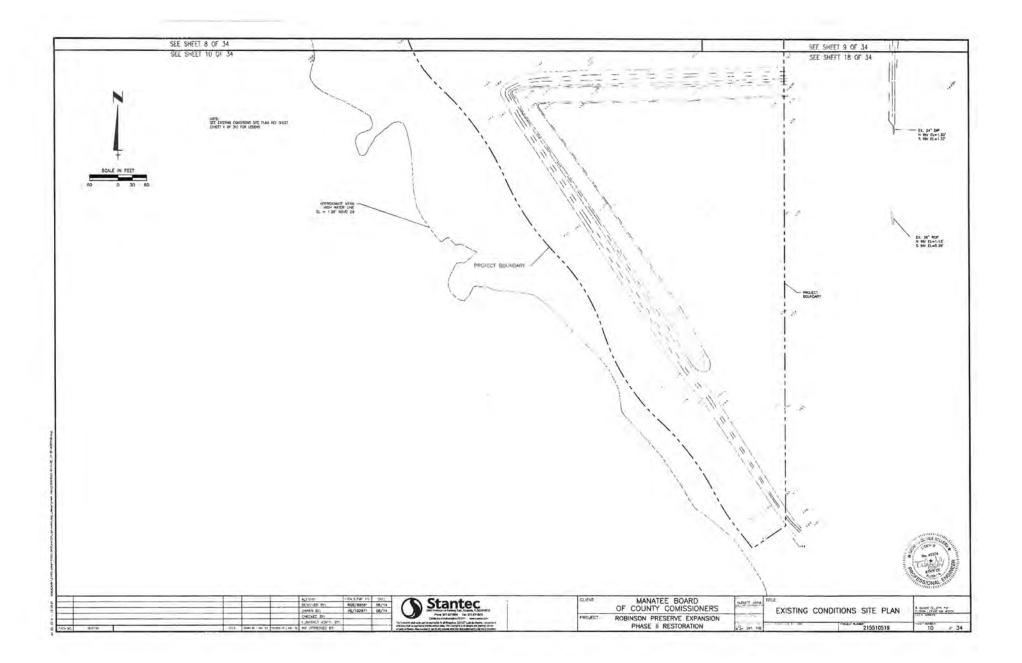


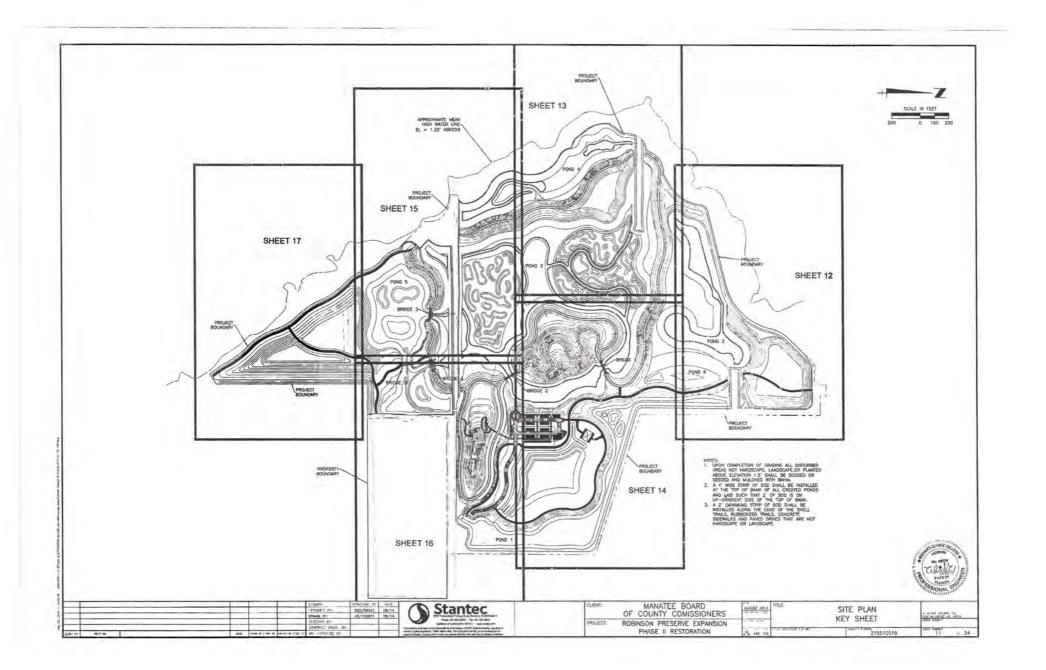


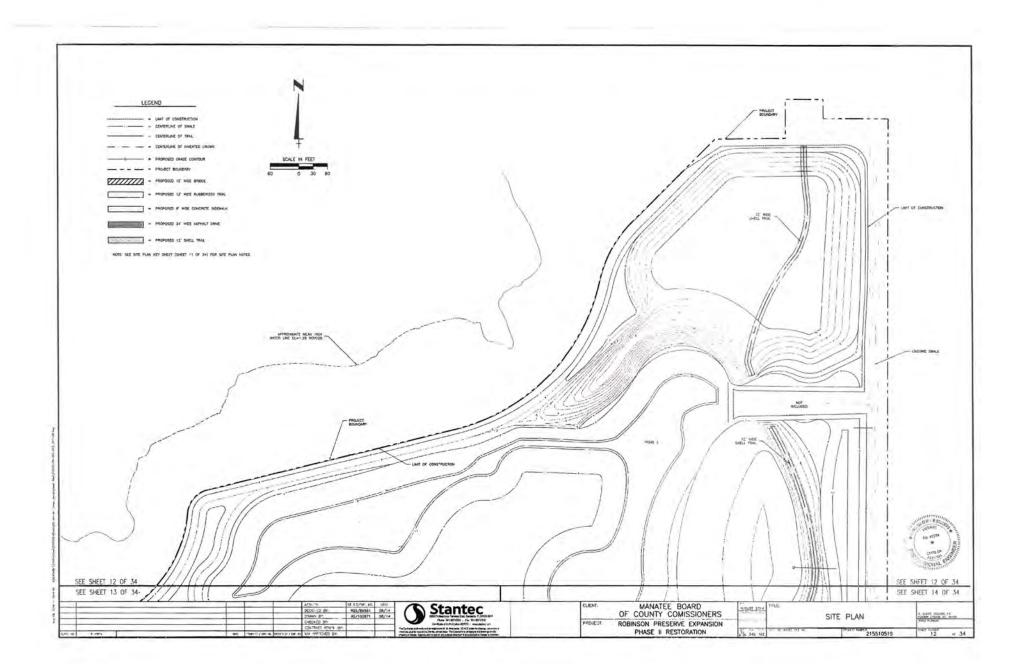


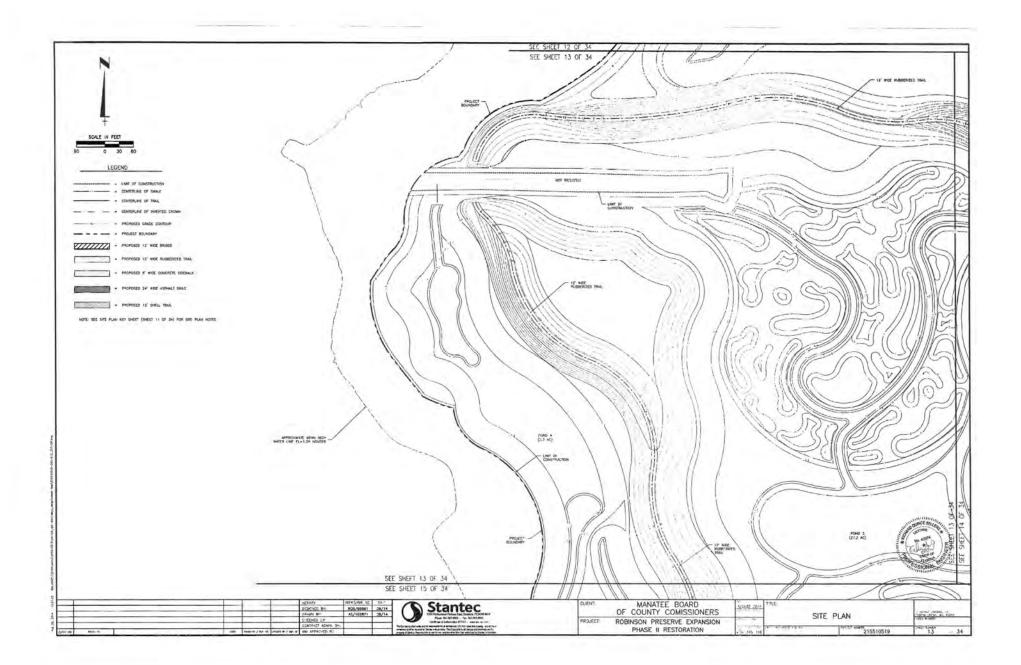


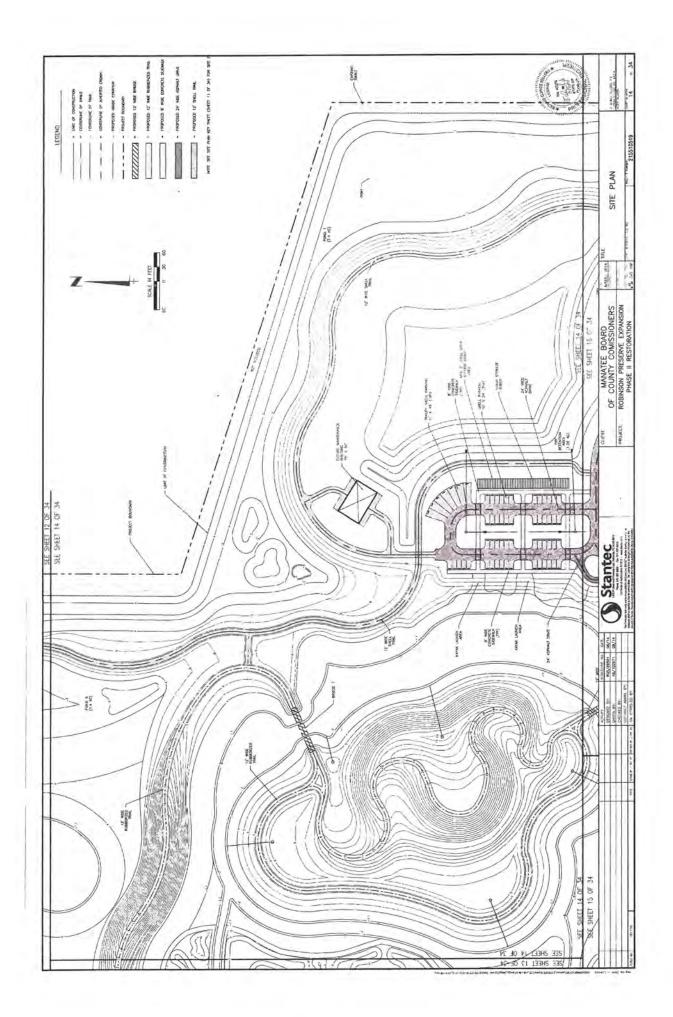




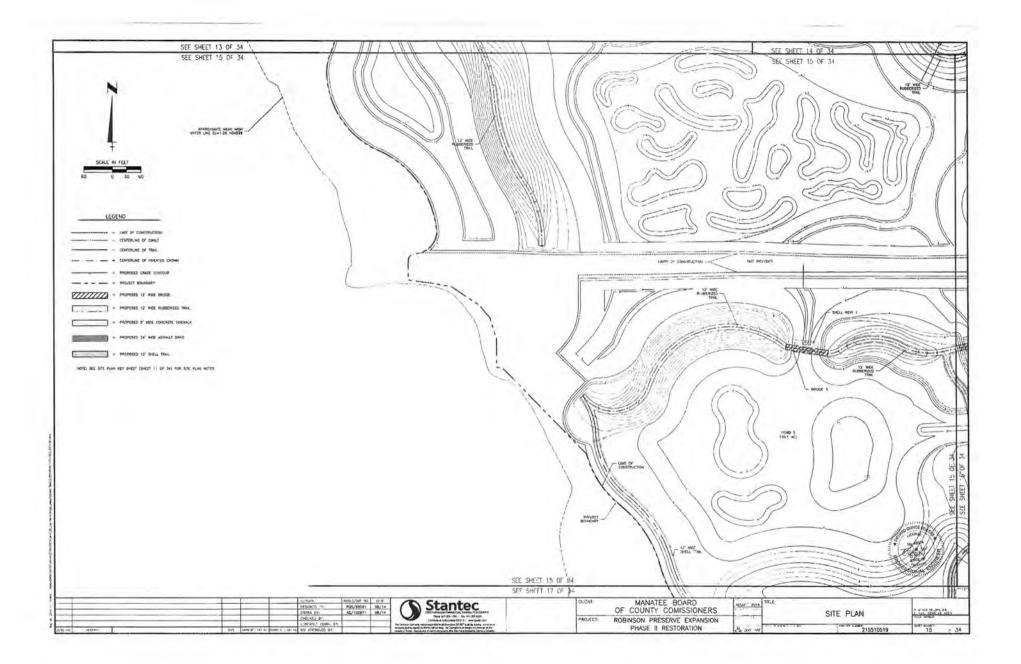


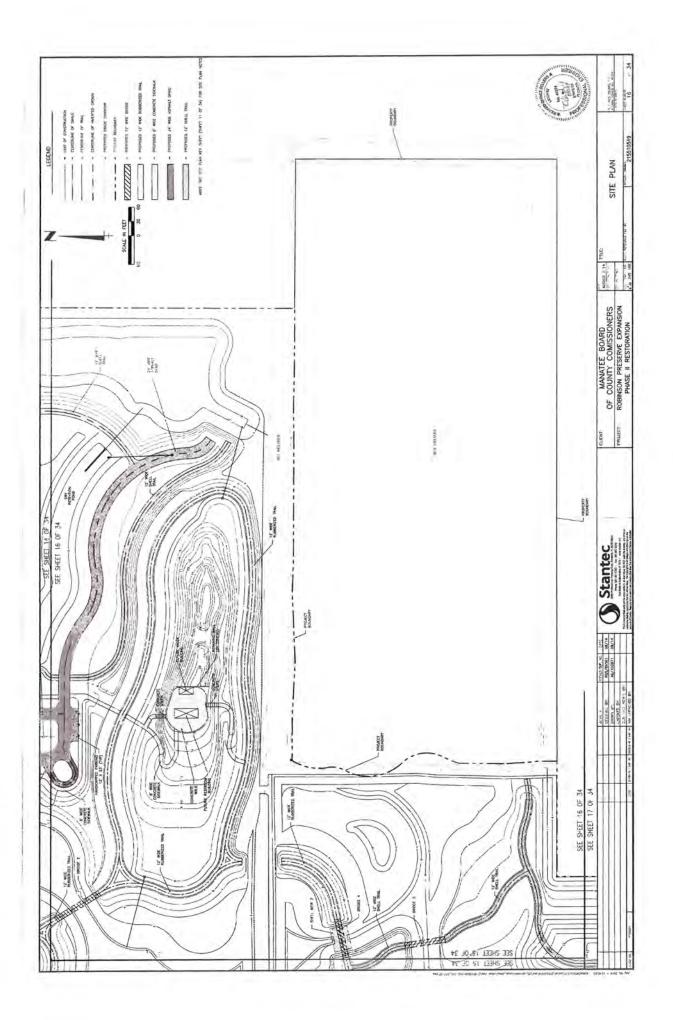


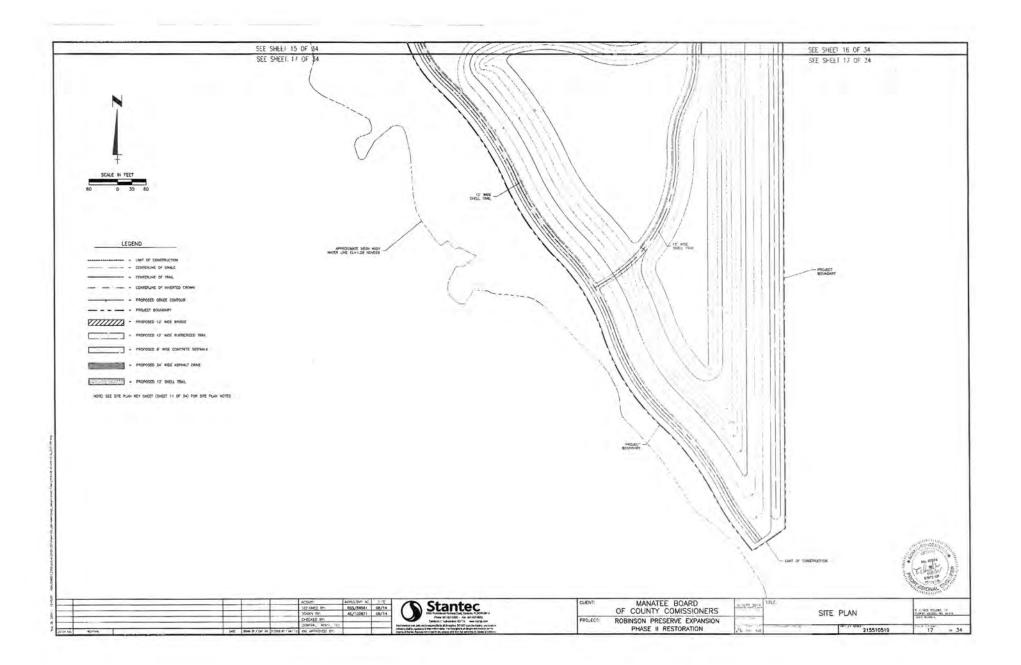


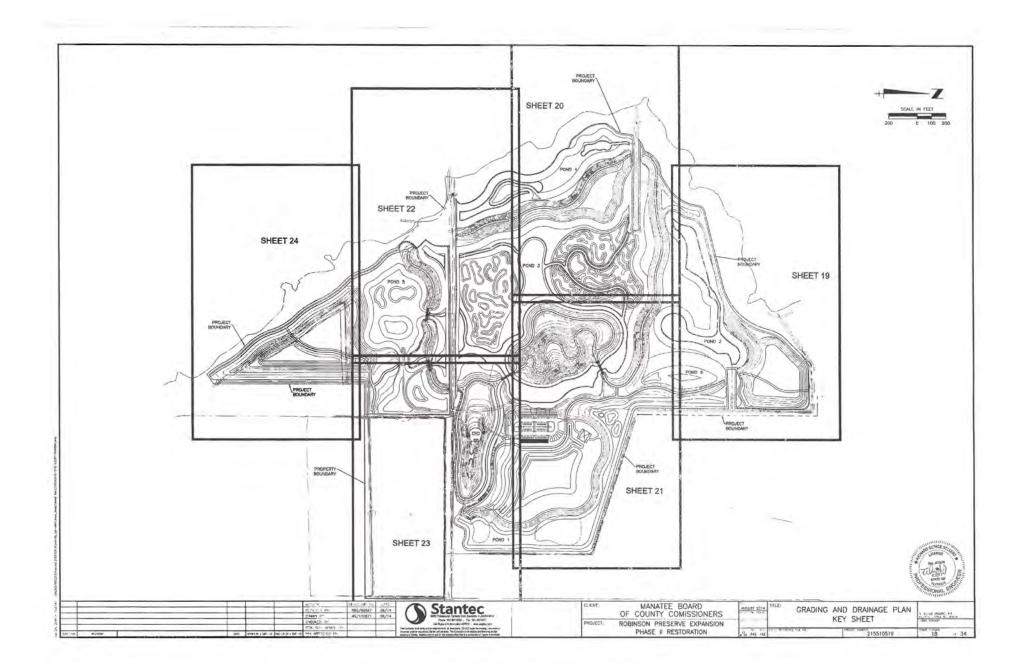


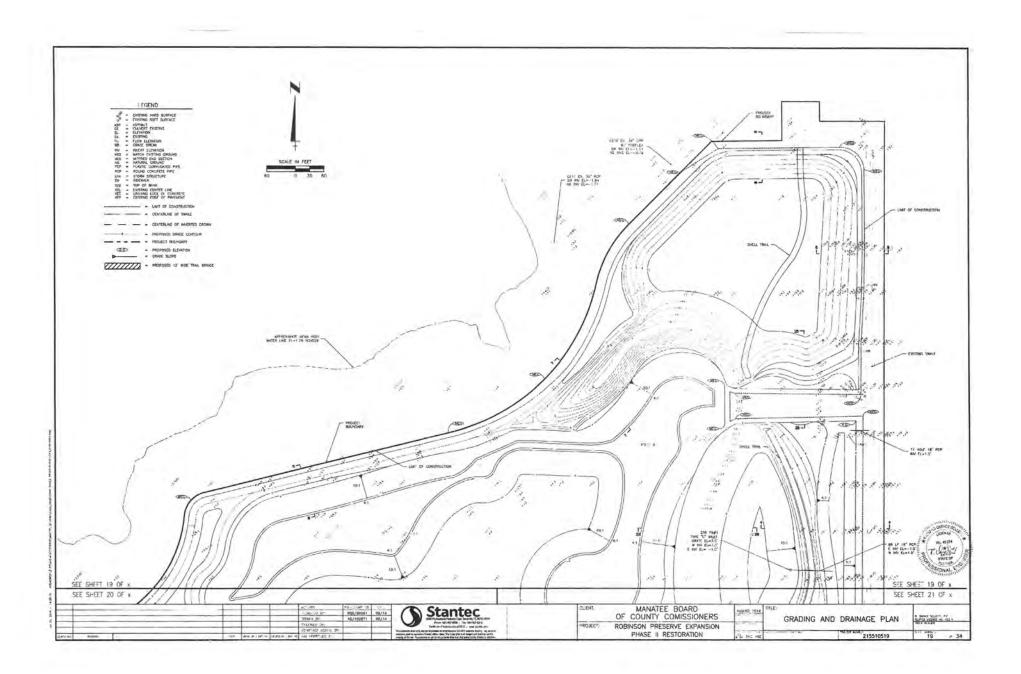
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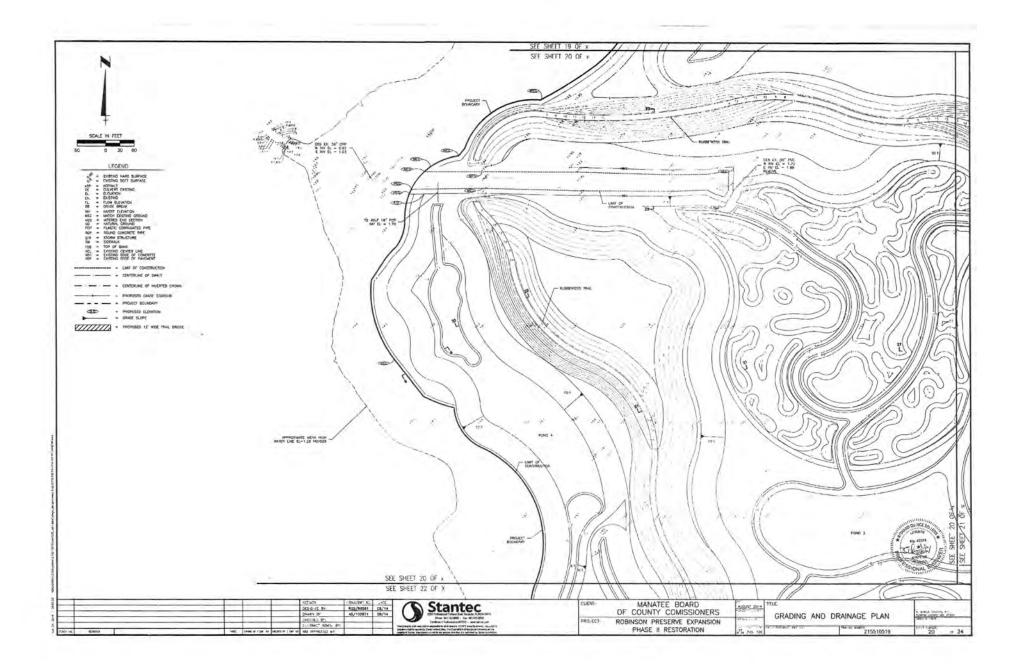


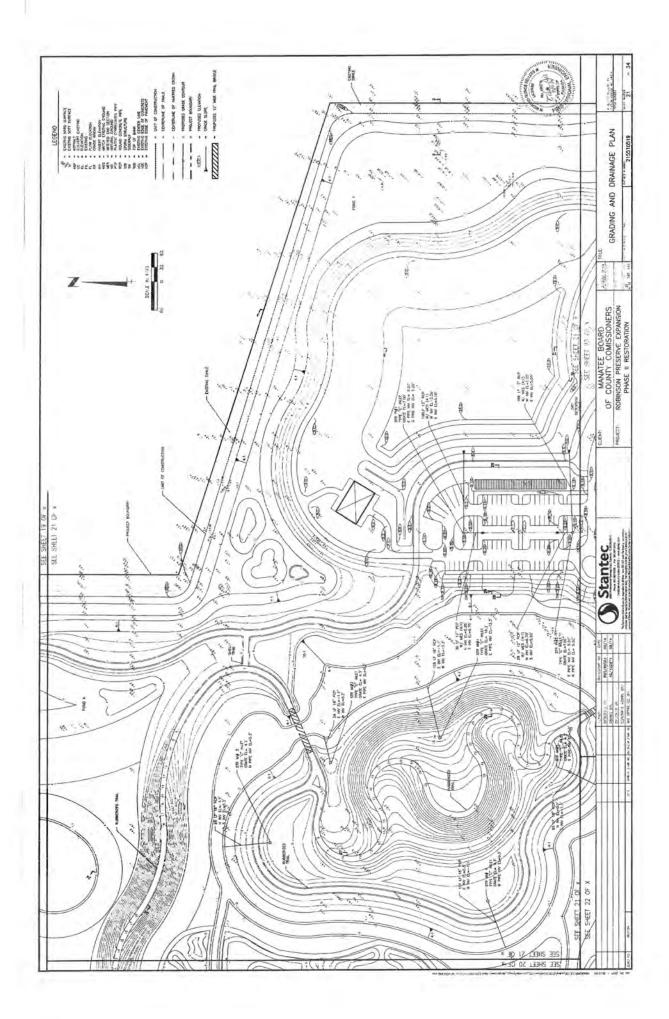


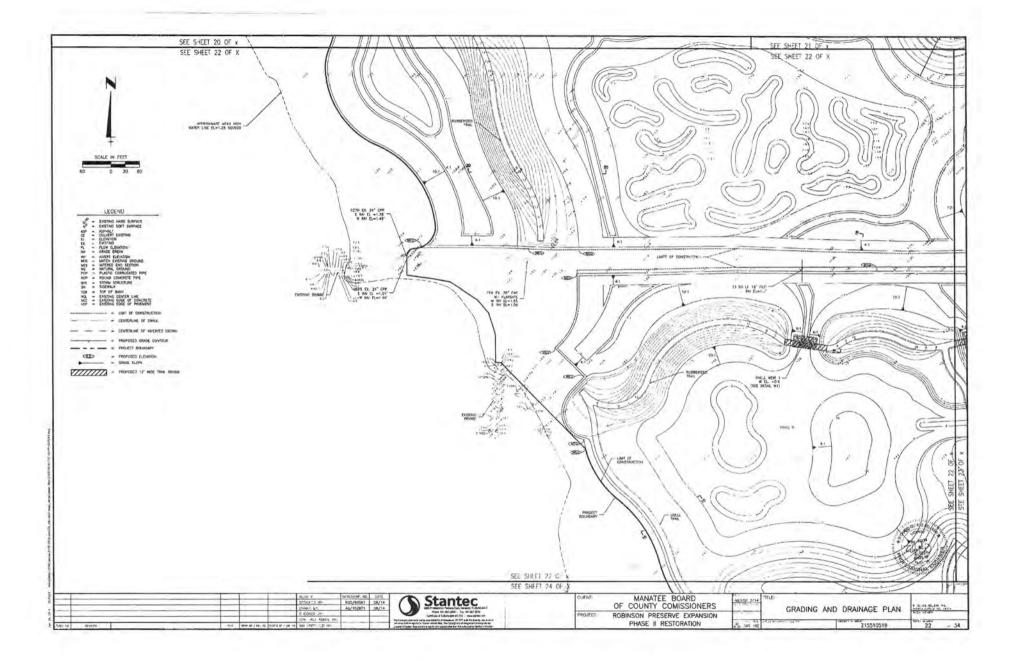


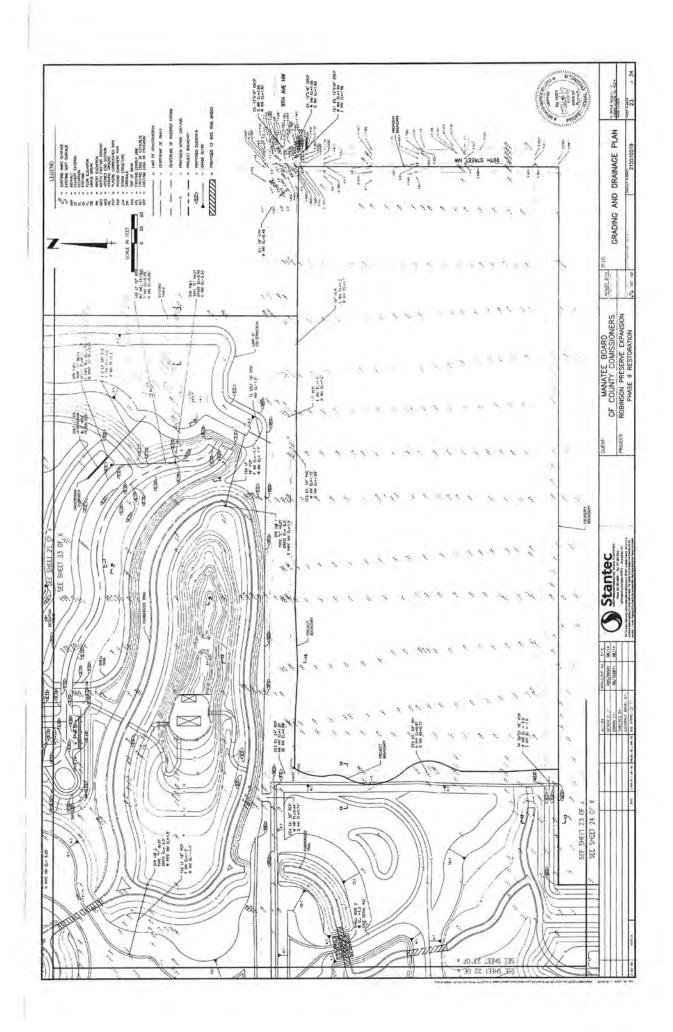


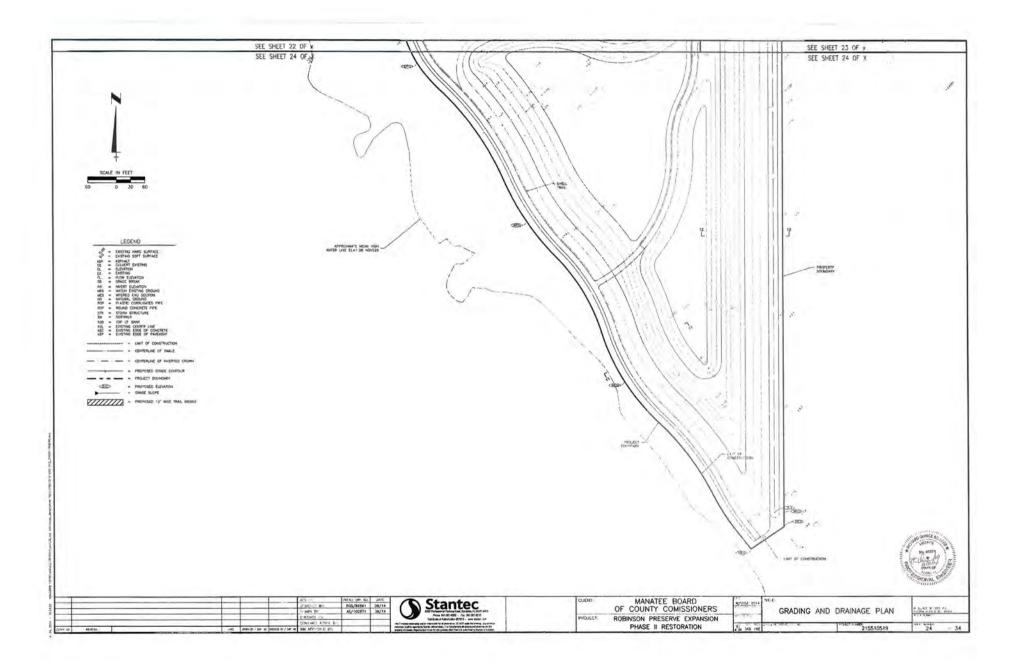


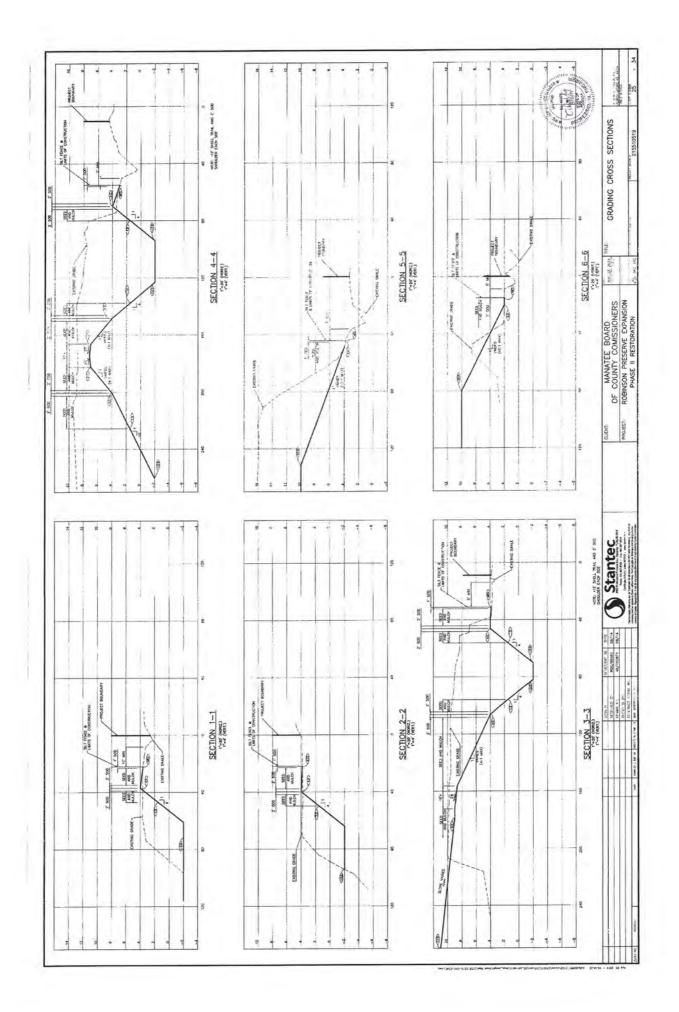


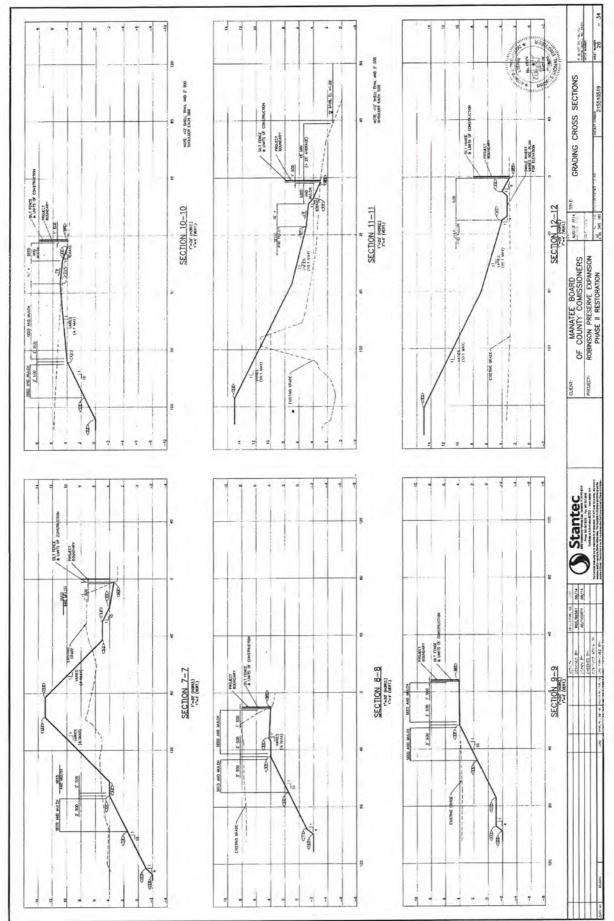




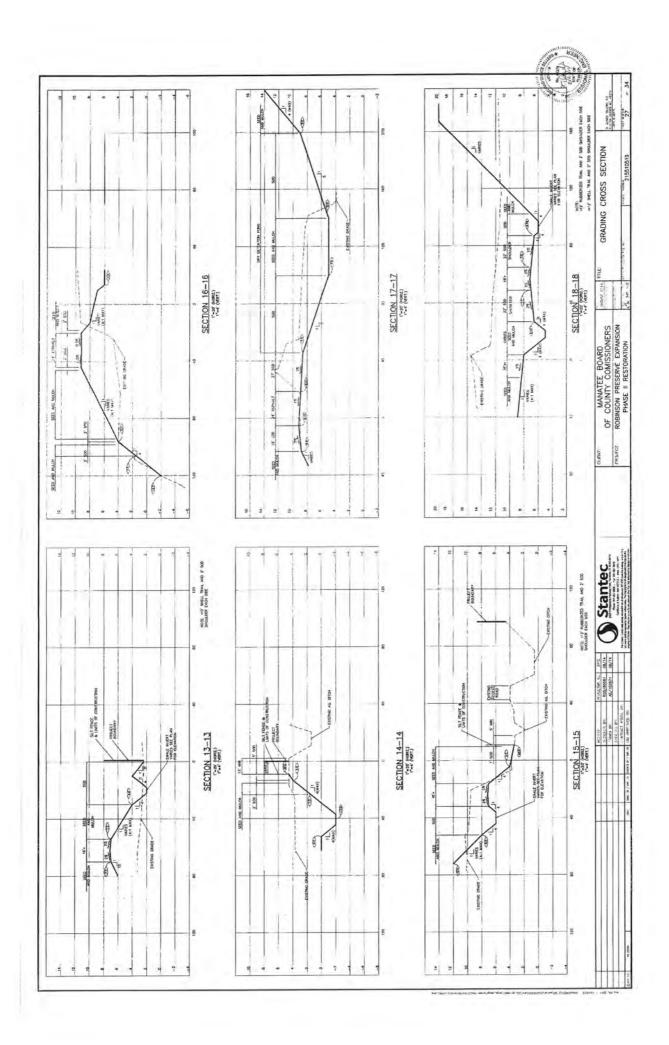


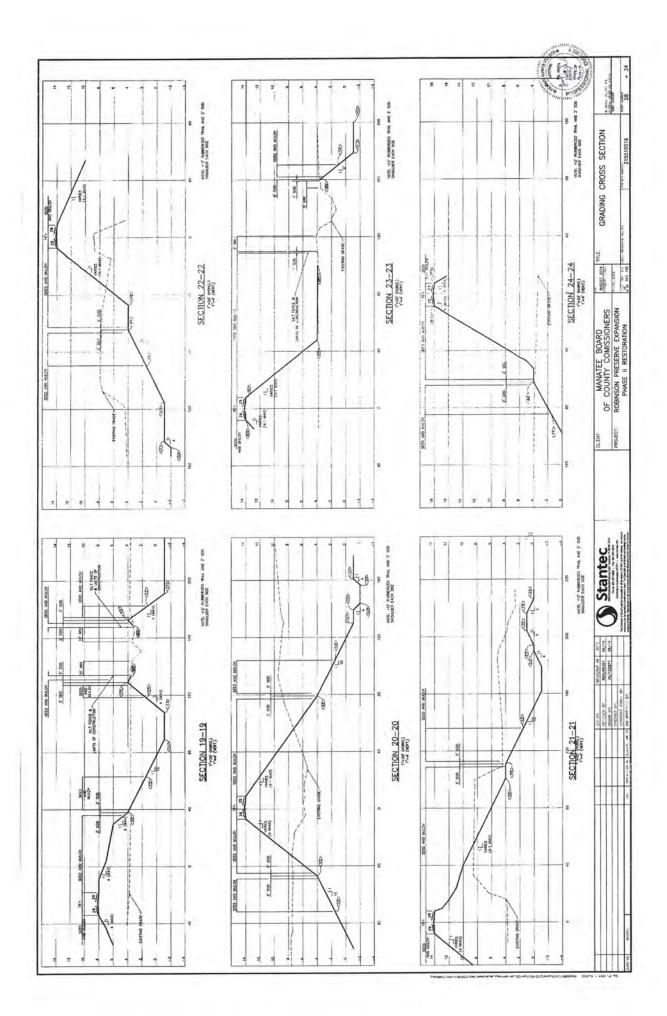


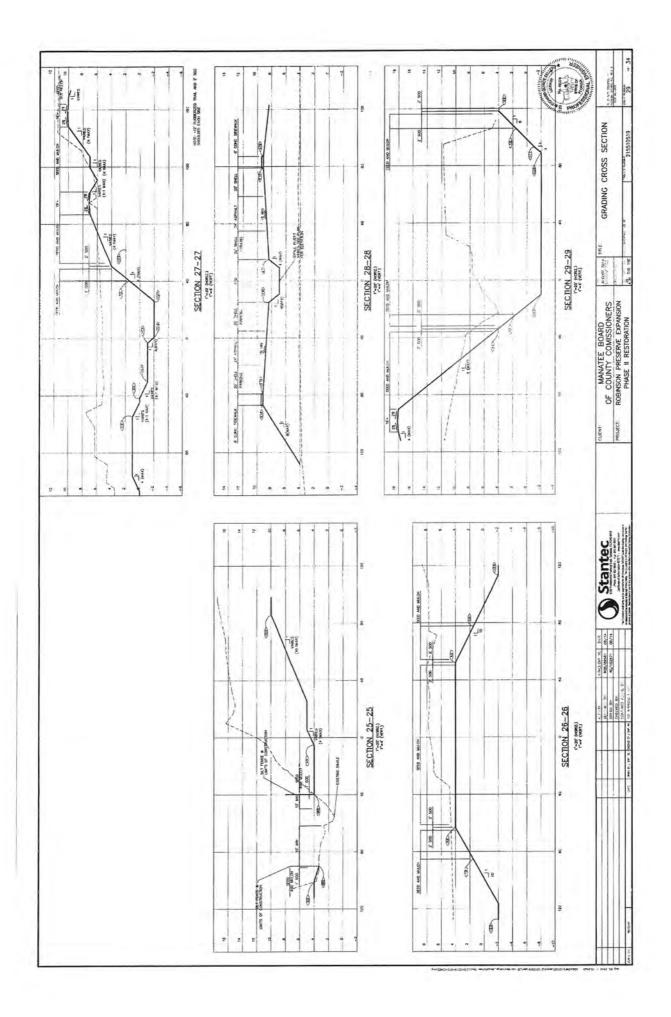




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