

# MANATEE COUNTY GOVERNMENT

## AGENDA MEMORANDUM

#12

FILE COPY

<b>SUBJECT</b>	Authorization to Award IFB #10-0547-OV / Ten (10) Million Gallon Reclaimed Water Storage Tank, Southwest Water Reclamation Facility, Bradenton, FL	<b>TYPE AGENDA ITEM</b>	Consent
<b>DATE REQUESTED</b>	April 13, 2010	<b>DATE SUBMITTED/REVISED</b>	April 1, 2010
<b>BRIEFINGS? Who?</b>	N/A	<b>CONSEQUENCES IF DEFERRED</b>	N/A
<b>DEPARTMENT/DIVISION</b>	Financial Management / Purchasing	<b>AUTHORIZED BY TITLE</b>	Jim Seuffert, Director
<b>CONTACT PERSON TELEPHONE/EXTENSION</b>	Olga Valcich, Purchasing x 7527 R.C. "Rob" Cuthbert, CPM, CPPO, Purchasing x 3014	<b>PRESENTER/TITLE TELEPHONE/EXTENSION</b>	Tim Hochuli, Deputy Director, Project Management Division x 7348
<b>ADMINISTRATIVE APPROVAL</b>			
<b>ACTION DESIRED</b> INDICATE WHETHER 1) REPORT; 2) DISCUSSION; 3) FORM OF MOTION; OR 4) OTHER ACTION REQUIRED			
Award of IFB#10-0547-OV, Ten (10) Million Gallon Reclaimed Water Storage Tank at the Southwest Water Reclamation Facility, Bradenton, FL to Beach Construction of Gainesville, FL in the amount of \$3,130,700.00 (Option "B" – 365 calendar days) and authorize the County Administrator or his designee to execute the contract and related documents (insurance and payment/performance bonds).			
<b>ENABLING/REGULATING AUTHORITY</b> Federal/State law(s), administrative ruling(s), Manatee County Comp Plan/Land Development Code, ordinances, resolutions, policy			
Manatee County Code of Laws, Chapter 2-26 Manatee County Purchasing Ordinance, Section 2-26-40 and the Standards and Procedures approved by the County Administrator.			
<b>BACKGROUND/DISCUSSION</b>			
<ul style="list-style-type: none"> <li>• This work includes the construction of a new ten (10) million gallon pre-stressed concrete tank for additional storage of reclaimed water at the Southwest Reclamation Facility, Bradenton, FL.</li> <li>• Background / Discussion continued on page 2.</li> <li>• Funding Source: Utility Rates</li> </ul>			
<b>COUNTY ATTORNEY REVIEW</b>			
<b>Check appropriate box</b>			
<input type="checkbox"/>	NOT REVIEWED (No apparent legal issues.)		
<input checked="" type="checkbox"/>	NOT REVIEWED (Utilizes exact form or procedure previously approved by CAO.)		
<input type="checkbox"/>	OTHER		
<b>ATTACHMENTS: (List in order as attached)</b>		<b>INSTRUCTIONS TO BOARD RECORDS:</b>	
<ol style="list-style-type: none"> <li>1. Crom Corp. request to withdraw dated 2/18/10.</li> <li>2. URS Corp, recommendation dated February 23, 2010</li> <li>3. Department memo dated March 16, 2010</li> <li>4. Bid Tabulation</li> <li>5. Contract Document (2 copies)</li> <li>6. Payment / Performance Bonds (2 copies)</li> <li>7. Insurance Certificate (2 copies)</li> </ol>		Original to Board Records and Beach Construction Company, P. O. Box 141860 Gainesville, FL 32614. Email of signature page to Randi Dunsworth, Project Management Division and Olga Valcich, Purchasing Division.	
<b>COST:</b>	\$3,130,700.00	<b>SOURCE (ACCT # &amp; NAME):</b>	404-6036082-534000
<b>COMMENTS:</b>	N/A	<b>AMT./FREQ. OF RECURRING COSTS: (ATTACH FISCAL IMPACT STATEMENT)</b>	N/A

#2 MA Ke

IFB #-10-0547-OV

Ten (10) MG Reclaimed Water Storage Tank at the  
Southwest Water Reclamation Facility, Bradenton, FL  
April 2, 2010

- The Work included in this contract includes the construction of a new 10 million gallon prestressed concrete tank for additional storage of reclaimed water at the Manatee County Southwest Reclamation Facility (SWWRF). Construction and record drawings shall fully meet all the requirements of current federal, state and county laws and rules, regulations and standards with the most stringent applying.
- 12/07/2009 thru 02/2/2010 appropriate bid procedures were followed. Notice of Bid availability was broadcast to two thousand eight hundred and seventy-five (2,875) plan holders. One hundred and fifteen (115) plan holders downloaded copies of this bid. Notice of Bid availability was also made known through [www.mymanatee.org](http://www.mymanatee.org) and the Manatee Chamber of Commerce. A total of six (6) actual bids were received. Two (2) bids were received from Manatee County, one (1) bid was received from a Sarasota contractor and three (3) bids were received from other than local contractors as defined in Manatee County Code of Law, Section 2-26-6, Local Preference.
- The bids received from the two (2) Manatee County firms were higher than the bids submitted by other local firms:

Westra Construction Palmetto, FL	\$3,495,000.00 (Bid "A" and Bid "B")
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Woodruff & Sons Bradenton, FL	\$3,483,277.71 (Bid "A and Bid "B")
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- The Crom Corporation submitted a bid offer of \$2,960,710.00 but failed to comply with the minimum licensing requirements and was therefore non-responsive. In consideration of same, this contractor requested the withdrawal of their bid. The withdrawal of the bid has been approved.
- 03/16/2010 Project Management submitted the recommendation to award the project to Beach Construction, Gainesville, FL the lowest responsive, responsible bidder in the amount of \$3,130,700.00 Bid "B" for a completion time of 365 calendar days. All required licensing has been verified.
- Funding source for this contract is Utility Rates and Cooperative Funding from the Southwest Florida Water Management District (SWFWMD), which will be one half of the construction cost up to \$2,250,000.00.



# THE CROM CORPORATION

PRESTRESSED COMPOSITE TANKS

James D. Copley, PE, CEO  
H.E. Puder  
James A. Neff, PE  
Lars O. Balck, Jr., PE  
Gerald C. Bevis, PE  
Jeffery D. Malpass, PE  
Joseph C. Swann, PE  
K. Ryan Harvey, PE  
Walter R. Carlton, CPA  
Robert G. Oyenarte, PE  
Ryan J. Leisey, PE  
James M. Wornick  
Talmadge B. Mincey, PE  
J. Brandon Lawhern, PE

February 18, 2010

Mr. R. C. "Rob" Cuthbert, CPM, CPPO  
Purchasing Official  
Manatee County Government  
1112 Manatee Avenue West, Suite 803  
Bradenton, FL 34205

Re: 10.0-MG Reclaimed Water Storage Tank Bid  
at the Southwest Water Reclamation Facility  
Bradenton, Florida  
Bid Date: February 10, 2010 @ 2:00 PM

Dear Mr. Cuthbert:

I was recently made aware that we do not meet the minimum license requirements for this project (Specification Section 02000 B.03 reads "The minimum license(s) requirements for this project is a General Contractor and Underground Utility Contractor License are required."). We are currently not licensed as an Underground Utility Contractor. We apologize for any inconvenience that this oversight will cause or might have caused, but feel it necessary to retract our bid offer.

Please feel free to contact me with questions or comments.

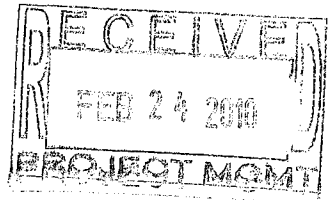
Sincerely,

THE CROM CORPORATION

Robert G. Oyenarte, PE  
Area Manager

/tb

c: Olga Valcich, Construction Buyer, Manatee Co. Government  
Melissa Assha, Contract Buyer, Manatee Co. Government



February 23, 2010

Mr. Jeffery Streitmatter  
Project Manager  
Manatee County Public Works  
1022 26<sup>th</sup> Avenue East  
Bradenton, Florida 34208

**RE: 10 MG Reclaimed Water Storage Tank at the Southwest Water Reclamation Facility  
Bid Tabulation and Review, IFB #10-0547-OV**

Dear Mr. Streitmatter:

Bids for the above reference project were received on February 10, 2010. A total of six contractors submitted bids on the above referenced project. Bid prices ranged from a high of \$3,495,000 (submitted by Westra Construction Corporation) to a low of \$2,960,710 (submitted by The Crom Corporation) as shown on the attached tabulation of bids. Four out of the six bid proposals included all of the documentation required by Manatee County and were considered to be complete. The Crom Corporation and Precon Corporation do not have Underground Utility Contractor Licenses and, thus, do not meet the minimum license requirements for this project which are a General Contractor and Underground Utility Contractor License (Section 0200 - Article B.03). In addition, The Crom Corporation requested that their bid be retracted and Manatee County accepted their request. The next lowest, responsive bidder is Beach Construction Company, Inc. Per the County's bid opening practice, each contractor provided two base bids, "A" and "B". Base Bid "A" is for a completion time of 425 calendar days and Base Bid B is for a completion time of 365 calendar days. Beach Construction Company, Inc. was lowest on Bids "A" and "B" in the amount of \$3,130,700 each.

The Florida Department of Business and Professional Regulation's website was used to determine the status of the low bidder's license. The licenses of Beach Construction Company, Inc. are current/active and no complaints are on file. Beach Construction Company, Inc. has favorably completed multiple jobs for Manatee County, including recent upgrades to the filters at the Southwest Water Reclamation Facility. URS Corporation has also worked with Beach Construction Company, Inc. on multiple projects and we have found their work to be satisfactory.

Based upon the information provided with each bid, and in consideration of the terms and conditions set forth in the contract documents, URS Corporation Southern recommends that this project be awarded to Beach Construction Company, Inc. for the amount of \$3,130,700 to be completed in 365 calendar days (Base Bid "B").

Please feel free to contact me at (813) 636-2198 if you have any questions.

Sincerely,

**URS Corporation Southern**

David A. Wilcox, P.E.  
Project Manager  
Water/Wastewater Group  
URS Corporation  
7650 West Courtney  
Campbell Causeway  
Tampa, FL 33607-1462  
Tel: 813.286.1711  
Fax: 813.287.8591

# MEMORANDUM



## PUBLIC WORKS DEPARTMENT

Project Management  
1022 26th Avenue E.  
Bradenton, FL 34208

MANATEE COUNTY  
FLORIDA

Phone: 941-708-7450  
Fax: 941-708-7549  
[www.mymanatee.org](http://www.mymanatee.org)

To: R.C. "Rob" Cuthbert, C.P.M., C.P.P.O., Purchasing Manager

From: Timothy A. Hochuli, P.E., Deputy Director *TAH*

Date: March 16, 2010 *3/16/10*

Subject: SWWRF - Effluent Storage Tank  
Beach Construction Company  
Recommendation for Award - IFB #10-0547-OV

The bids for the above referenced project have been reviewed by staff. The bid tabulation form is attached for your review. It is recommended that the contract Bid "B", with a construction time of 365 calendar days be awarded to the lowest responsive, responsible bidder, Beach Construction Company in the amount of \$3,130,700 and in accordance with the terms and conditions of the bid package. The lowest bid received was submitted by The Crom Corporation, however, subsequent to the bid opening they requested that their bid be withdrawn and that request was approved by Manatee County. Upon completion of project award, please provide a copy of the purchase order assigned to the contractor. The funding source for this contract is Utility Rates and Cooperative Funding from the Southwest Florida Water Management District (SWFWMD), which will be one half of the construction cost up to \$2,250,000.

The amount currently encumbered is less than the proposed contract amount, and a budget amendment will be prepared to fully fund the project prior to the contract award.

Please contact Jeff Streitmatter if you have any questions regarding the attached documents.

Thank you for your continued assistance.

Cc: Daniel T. Gray, Director, Utilities  
Ron Schulhofer, Director, Public Works  
Bruce Simington, Project Management Division Manager  
Jeff Streitmatter, Project Manager  
Stacey Stinton, Administrative Assistant, w/enc.  
Marlene Marlatt, Sr. Administrative Specialist  
Project File: 6036082 9.2

H E A 10-07-07-05  
 10 MG Reclaimed Water Storage Tank at the  
 Southwest Water Reclamation Facility

ITEM NO.	DESCRIPTION (BID A) 425 DAYS	UNITS	QTY	Reich Construction Company, Inc.		Cardinal Contractors, Inc.		The Crom Corporation		Pretcon Corporation		Westra Construction Corp.		Woodruff & Sons, Inc.	
				UNIT PRICE (\$)	EXTENDED PRICE (\$)	UNIT PRICE (\$)	EXTENDED PRICE (\$)	UNIT PRICE (\$)	EXTENDED PRICE (\$)	UNIT PRICE (\$)	EXTENDED PRICE (\$)	UNIT PRICE (\$)	EXTENDED PRICE (\$)	UNIT PRICE (\$)	EXTENDED PRICE (\$)
1	Mobilization	LS	1	313,000.00	313,000.00	93,955.00	93,955.00	196,000.00	196,000.00	80,000.00	80,000.00	151,000.00	151,000.00	131,373.45	131,373.45
2	Mechanical / Structural / Civil / Electrical Work	LS	1	2,566,000.00	2,566,000.00	3,081,239.00	3,081,239.00	2,441,210.00	2,441,210.00	3,127,881.00	3,127,881.00	3,090,000.00	3,090,000.00	3,061,234.16	3,061,234.16
3	Miscellaneous Work and Clean-Up	LS	1	1,700.00	1,700.00	34,167.00	34,167.00	93,500.00	93,500.00	25,000.00	25,000.00	4,000.00	4,000.00	40,670.10	40,670.10
4	Discretionary Work	LS	1	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00
<b>TOTAL PRICE:</b>				3,130,700.00	3,130,700.00	3,459,361.00	3,459,361.00	2,980,710.00	2,980,710.00	250,000.00	250,000.00	3,482,881.00	3,482,881.00	250,000.00	250,000.00
Acknowledged Addendum # 1				yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes
Acknowledged Addendum # 2				yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes
Acknowledged Addendum # 3				yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes
Florida Trench Safety Act				yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes
Contractor's Questionnaire				yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes
Drug Free Work Place				yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes
Public Contracting & Environmental Crimes Certification				yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes
License Requirement, GC & Underground Utility Contractor				both licenses	both licenses	both licenses	both licenses	GC only	GC only	GC only	GC only	both licenses	both licenses	both licenses	both licenses
Affidavit submitted if applicable				did not submit	did not submit	did not submit	did not submit	did not submit	did not submit	did not submit	did not submit	did not submit	did not submit	did not submit	did not submit
Bid Bond Enclosed				yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes
Project Site Visit				yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes

**RECEIVED**  
 IN FEB 24 2010  
**PROJECT MGMT**

**NOTES:**  
 1.) The Crom Corporation submitted the lowest Bid, however, they did not have the required Underground Utility Contractor License and retracted their Bid.

**PROJECT NAME:**  
 10 MG Reclaimed Water Storage Tank at the Southwest Water Reclamation Facility  
 6836082

**PROJECT NUMBER:**  
 New 10 MG Pressurized concrete tank with underground piping

**PREPARED BY (ENGINEER):**  
 David Wilcox, P.E.

**REVIEWED BY (PROJECT MANAGER):**  
 Jeff Shubert

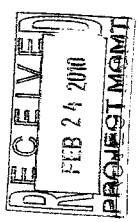
**APPROVED BY (PURCHASER):**  
 Olga March

1. B# 13-05-417-176  
 10 MG Reclaimed Water Storage Tank at the  
 Southwest Water Reclamation Facility

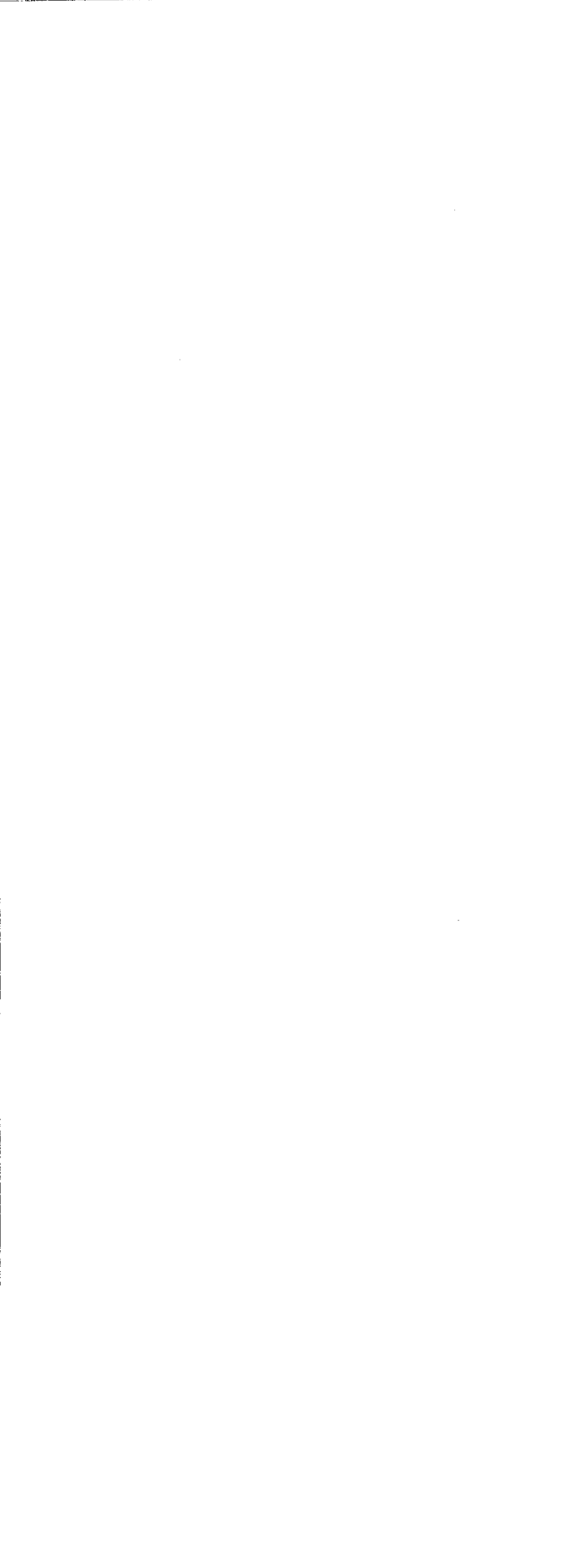
ITEM NO.	DESCRIPTION (BID BY 65 DAYS)	UNITS	QTY	UNIT PRICE (\$)	EXTENDED PRICE (\$)	The Cron Corporation 250 SW 36 Terrace Gainesville, FL 32609 352-262-7020	Cardinal Contractors, Inc. 2201 Centre Court, Suite 202 Sarasota, FL 34212 941-377-8555	Precon Corporation 115 SW 140th Terrace Newberry, FL 32669 352-332-1200	Wisera Construction Corp. 126112th Avenue East Palmetto, FL 34221 941-723-1611	Woodruff & Sons, Inc. PO Box 10127 Bradenton, FL 34282 941-756-1871
1	Mobilization	LS	1	313,000.00	313,000.00	196,000.00	93,955.00	80,000.00	151,000.00	131,373.45
2	Mechanical / Structural / Civil / Electrical Work	LS	1	2,566,000.00	2,566,000.00	2,421,210.00	3,081,239.00	3,127,881.00	3,090,000.00	3,061,234.16
3	Miscellaneous Work and Clean-Up	LS	1	1,700.00	1,700.00	93,500.00	34,167.00	25,000.00	4,000.00	40,670.10
4	Discretionary Work	LS	1	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00
<b>TOTAL PRICE:</b>					<b>3,130,700.00</b>	<b>2,960,710.00</b>	<b>3,459,361.00</b>	<b>1,482,881.00</b>	<b>3,495,000.00</b>	<b>3,483,277.71</b>
Acknowledged Addendum # 1 Acknowledged Addendum # 2 Acknowledged Addendum # 3 Florida Trench Safety Act Contractor's Questionnaire Drug Free Work Place Public Contracting & Environmental Crimes Certification License Requirement: GC & Underground Utility Contractor Affidavit submitted if applicable Bid Bond Enclosed Project Site Visit						yes yes yes yes yes yes both licenses did not submit yes yes	yes yes yes yes yes yes GC only did not submit yes yes	yes yes yes yes yes yes both licenses submitted yes yes	yes yes yes yes yes yes both licenses submitted yes yes	yes yes yes yes yes yes both licenses submitted yes yes

NOTES:  
 1) The Cron Corporation submitted the lowest Bid, however, they did not have the required  
 Underground Utility Contractor License and retractal Inter Bid.

PROJECT NAME: 10 MG Reclaimed Water Storage Tank at the  
 Southwest Water Reclamation Facility  
 PROJECT NUMBER: 6036082  
 PROJECT DESCRIPTION: New 10 MG Prestressed concrete tank with  
 underground piping  
 PREPARED BY (ENGINEER): David Wilson, P.E.  
 REVIEWED BY (PROJECT MANAGER): Jeff Swartzwater  
 APPROVED BY (PURCHASER): Olga V. Kuch



Act: ID	Description	O/g Dur	Rem Dur	Early Start	Early Finish	Total Float
1000	Project Buyout & Contracts	4d	4d	05APR10	08APR10	12d
1010	Shop Drawings & Submittals	28d	28d	09APR10	18MAY10	72d
1020	Preconstruction Meeting	1d	1d	07JUN10	07JUN10	0
1030	Notice to Proceed	0	0	07JUN10		1d
1040	Mobilization	2d	2d	08JUN10	09JUN10	0
1050	Demo, Layout, Silework Prep	6d	6d	10JUN10	21JUN10	0
1060	Silework for Tank Prep	20d	20d	22JUN10	26JUL10	0
1070	Below Tank Piping & Encasements	8d	8d	27JUL10	09AUG10	0
1080	Tank Construction	104d	104d	10AUG10	14FEB11	0
1090	Tank Painting	16d	16d	15FEB11	14MAR11	0
1100	Yard Piping	52d	52d	10AUG10	08NOV10	92d
1110	Electrical Installations	80d	80d	10AUG10	03JAN11	64d
1120	Final Grade, Landscaping, Cleanup	24d	24d	15MAR11	25APR11	0
1130	Punch List, Project Closeout	25d	25d	26APR11	07JUN11	0
1140	Final Completion	0	0		07JUN11	0



Start date: 05APR10  
 Finish date: 07JUN11  
 Data date: 05APR10  
 Run date: 30MAR10  
 Page number: 1A  
 © Primavera Systems, Inc.

Legend:  
 Early bar  
 Progress bar  
 Critical bar  
 Summary bar  
 Start milestone point  
 Finish milestone point

Beach Construction Company, Inc.  
 10MG Tank @ SWWRF



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

THIS AGREEMENT is made and entered into by and between the COUNTY OF MANATEE, a political subdivision of the state of Florida, hereinafter referred to as the "COUNTY" and Beach Construction Company, Inc, hereinafter referred to as the "CONTRACTOR," duly authorized to transact business in the state of Florida, with offices located at P.O. Box 141860 Gainesville, FL 32614.

**Article 1. WORK**

CONTRACTOR shall furnish all labor, materials, supplies, and other items required to complete the Work for IFB No. IFB#10-0547, 10 MG Reclaimed Water Storage Tank, Southwest Water Reclamation Facility, Bradenton, FL in strict accordance with Contract Documents and any duly authorized subsequent addenda thereto, all of which are made a part hereof.

**Article 2. ENGINEER**

The County of Manatee, Project Management Department, is responsible as the COUNTY and URS hereinafter referred to as "ENGINEER," designed this project and is responsible for technical/engineering reviews and decisions. The ENGINEER is a member of the COUNTY'S project management team which is collectively responsible in ensuring the Work is completed in accordance with the Contract Documents. All communications involving this project will be addressed to:

County of Manatee  
Public Works Department  
Project Management Division  
Attn: Mr. Jeff Streitmatter  
IFB#10-0547-OV  
1022 26<sup>th</sup> Avenue East  
Bradenton, FL 34208  
Phone (941) 708-7450, Ext. 7335

URS  
Engineer of Record  
7650 W. Courtney Campbell Causeway  
Suite 700  
Tampa, FL 33607  
Phone (813) 286-1711

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

### **Article 3. CONTRACTOR'S REPRESENTATIONS**

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

- 3.1 CONTRACTOR has familiarized itself with the nature and extent of the Bid Documents, Work, site, locality and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 3.2 CONTRACTOR has studied carefully all drawings of the physical conditions upon which CONTRACTOR is entitled to rely.
- 3.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies which pertain to the physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Bid Documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.
- 3.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Bid Documents with respect to existing underground facilities at or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. Any additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said underground facilities conducted by the CONTRACTOR will be done at the CONTRACTOR'S expense.

- 3.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Bid.
- 3.6 CONTRACTOR has given COUNTY written notice of all conflicts, errors or discrepancies that have been discovered in the Bid Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR.
- 3.7 CONTRACTOR shall schedule and perform the Work subject to COUNTY'S approval and shall hold COUNTY harmless from all liabilities incurred due to CONTRACTOR'S failure to coordinate with the COUNTY.

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

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

- 4.1 This Agreement and Bid Document IFB#10-0547-OV
- 4.2 Performance and/or other Bonds and Insurance Certificate(s)
- 4.3 Drawings (not attached)
- 4.4 Addenda numbers 1 to 3, inclusive.
- 4.5 CONTRACTOR'S Bid Form and any other information submitted by Contractor prior to Notice of Award.

- 4.6 The following which may be delivered or issued after the effective date of the Agreement and are not attached hereto: all written Change Orders and other documents amending, modifying, or supplementing the Contract Documents.
- 4.7 The documents listed in paragraphs above are attached to this Agreement (except as noted otherwise above). There are no Contract Documents other than those listed above in this Article 4.

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

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

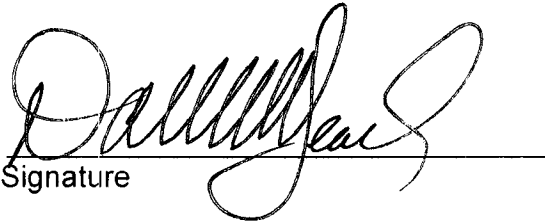
The OWNER will pay, and the CONTRACTOR will accept in full consideration for the performance of the Work IFB No. #10-0547-OV 10 MG Reclaimed Water Storage Tank, Southwest Water Reclamation Facility, Bradenton, Florida subject to additions and deductions as provided therein, the sum of Three Million, One Hundred Thirty Thousand, Seven Hundred Dollars and Zero Cents (\$3,130,700.00) for Bid "B" based on Completion Time of 365 calendar days and the sum of \$2,121.00 as liquidated damages for each calendar day of delay.

BEACH CONSTRUCTION COMPANY, INC.

CONTRACTOR

BY:

Signature



DAVID A. BEACH, PRESIDENT  
Name and Title of Signer (printed)

Date: March 29, 2010

MANATEE COUNTY GOVERNMENT

BY: \_\_\_\_\_ For the County  
Signature

R. C. "Rob" Cuthbert, CPM, CPPO, Purchasing Official  
Name and Title of Signer

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

# WALDORFF

## INSURANCE & BONDING

March 19, 2010

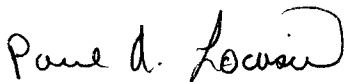
Manatee County  
1112 Manatee Avenue West, Suite 803  
Bradenton, FL 34205

**RE: Beach Construction Company, Inc.  
Bond No. 814432  
Project: 10-0547-OV, 10 MG Reclaimed Water Storage Tank, Southwest Water  
Reclamation Facility, Manatee County, FL**

To Whom It May Concern:

Please be advised that this letter will serve, as confirmation to date the performance bond, payment bond and power of attorney on the above referenced project that our client, Beach Construction Company, Inc., is going to perform. If there should be any questions or need for further information please contact us.

Sincerely yours,



Paul A. Locascio  
Attorney-In-Fact  
Westfield Insurance Company

PAL/mb

File: Beach Construction Company, Inc. – Surety

**MAIN OFFICE**  
45 EGLIN PARKWAY, NE SUITE 202 (32548)  
P.O. Box 4610  
FORT WALTON BEACH, FL 32549-4610  
(850) 581-4925 FAX (850) 581-4930  
TOLL FREE: (800) 342-7621



5023 NW 8TH AVENUE 2ND FLOOR (32605-4532)  
P.O. Box 90027  
GAINESVILLE, FL 32607-0027  
(352) 374-7779 FAX (352) 374-8179  
TOLL FREE: (888) 901-3841

WWW.WALDORFFINSURANCE.COM

**FRONT PAGE OF PUBLIC PAYMENT & PERFORMANCE BOND**  
**In compliance with F.S. Chapter 255.05(1)(a)**

**Bond No.:** 814432

**Contractor Name:** Beach Construction Company, Inc.  
**Contractor Address:** PO Box 141860  
Gainesville, FL 32614  
**Contractor Phone No:** 352-335-5556

**Surety Company Name:** Westfield Insurance Company  
**Surety Company Address:** PO Box 5001  
Westfield Center, OH 44251  
**Surety Company Phone No:** 330-887-0101

**Agent Name:** Waldorff Insurance & Bonding, Inc.  
**Agent Address:** 5023 NW 8th Avenue, Suite B  
Gainesville, FL 32605  
**Agent Phone No:** 352-374-7779

**Obligee Name:** Manatee County  
**Obligee Address:** 1112 Manatee Avenue West, Suite 803  
Bradenton, FL 34205  
**Obligee Phone No:** 941-708-7527

**Bond Amount:** \$3,130,700.00

**Contract No: (if applicable)** 10-0547-OV

**Description of Work:** 10 MG Reclaimed Water Storage Tank  
Southwest Water Reclamation Facility, Manatee County, FL

**FRONT PAGE**

All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be pre-printed thereon.

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

BOND # 814432

## Performance Bond

This bond is given to comply with Section 255.05 Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes, and Section 255.05(10) Florida Statutes.

KNOW ALL MEN BY THESE PRESENTS: that

(Here insert full name and address or legal title of contractor)

Beach Construction Company, Inc., PO Box 141860, Gainesville, FL 32614, Phone 352-335-5556  
as Principal, hereinafter called Principal, and,

(Here insert full name and address or legal title of Surety)

Westfield Insurance Company, PO Box 5001, Westfield Center, OH 44251, Phone 330-887-0101  
as Surety, hereinafter called Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

Manatee County, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205, Phone 941-708-7527  
as Obligee, hereinafter called Owner, in the amount of

Three Million One Hundred Thirty Thousand Seven Hundred and 00/100

Dollars (\$3,130,700.00 )

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated \_\_\_\_\_, entered into a contract with Owner for  
(Here insert full name, address and description of project)

10-0547-OV, 10 MG Reclaimed Water Storage Tank  
Southwest Water Reclamation Facility, Manatee County, FL  
in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.



# PERFORMANCE BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of

defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

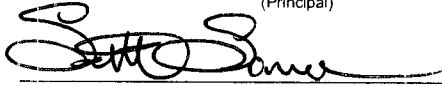
No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Beach Construction Company, Inc.

(Principal)

(Seal)

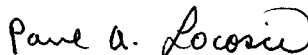
 **VICE PRESIDENT**

(Name & Title)

Westfield Insurance Company

(Surety)

(Seal)



Paul A. Locascio, Attorney-in-Fact &  
FL Licensed Resident Agent



THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

BOND # 814432

**Labor and Material Payment Bond**

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

This bond is given to comply with Section 255.05, Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes, and Section 255.05(10) Florida Statutes.

KNOW ALL MEN BY THESE PRESENTS: that as

(Here insert full name and address or legal title of contractor)

Beach Construction Company, Inc., PO Box 141860, Gainesville, FL 32614, Phone 352-335-5556  
as Principal, hereinafter called Principal, and,

(Here insert full name and address or legal title of Surety)

Westfield Insurance Company, PO Box 5001, Westfield Center, OH 44251, Phone 330-887-0101  
as Surety, hereinafter called Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

Manatee County, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205, Phone 941-708-7527  
as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of

Three Million One Hundred Thirty Thousand Seven Hundred and 00/100

Dollars (\$3,130,700.00 )

(here insert a sum equal to at least one-half of the contract price)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated \_\_\_\_\_, entered into a contract with Owner for

(Here insert full name, address and description of project)

10-0547-OV, 10 MG Reclaimed Water Storage Tank  
Southwest Water Reclamation Facility, Manatee County, FL  
in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

# LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions

1. A claimant is defined as one having a direct contract with the Principal or, with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial

accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail; postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

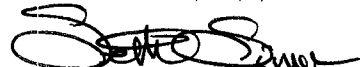
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien 'be presented under and against this bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Beach Construction Company, Inc.

(Principal)

(Seal)

 Steve Sauer VICE PRESIDENT  
(Name & Title)

Westfield Insurance Company

(Surety)

(Seal)



Paul A. Locascio, Attorney-in-Fact & FL Licensed Resident Agent

**FRONT PAGE OF PUBLIC PAYMENT & PERFORMANCE BOND**  
**In compliance with F.S. Chapter 255.05(1)(a)**

**Bond No.:** 814432

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**Surety Company Name:** Westfield Insurance Company  
**Surety Company Address:** PO Box 5001  
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**Surety Company Phone No:** 330-887-0101

**Agent Name:** Waldorff Insurance & Bonding, Inc.  
**Agent Address:** 5023 NW 8th Avenue, Suite B  
Gainesville, FL 32605  
**Agent Phone No:** 352-374-7779

**Obligee Name:** Manatee County  
**Obligee Address:** 1112 Manatee Avenue West, Suite 803  
Bradenton, FL 34205  
**Obligee Phone No:** 941-708-7527

**Bond Amount:** \$3,130,700.00

**Contract No: (if applicable)** 10-0547-OV

**Description of Work:** 10 MG Reclaimed Water Storage Tank  
Southwest Water Reclamation Facility, Manatee County, FL

**FRONT PAGE**

All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be pre-printed thereon.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/29/2010

**PRODUCER** Phone: 352-374-7779 Fax: 352-374-8179  
Waldorff Insurance & Bonding  
P.O. Box 90027  
Gainesville FL 32607-0027

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

**INSURED**  
Beach Construction Co. Inc.  
P.O. Box 141860  
Gainesville FL 32614-1860

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Amerisure Insurance	19488
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	<b>GENERAL LIABILITY</b> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	GL202760804	3/6/2010	3/6/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS <b>GARAGE LIABILITY</b> ANY AUTO	CA202760602	3/6/2010	3/6/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
A		<b>EXCESS / UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	CU2027610	3/6/2010	3/6/2011	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WC13286740801	1/1/2010	1/1/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER exceeds E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A		<b>OTHER</b> Equipment Policy & Installation Floater	CPP2027607	3/6/2010	3/6/2011	Leased Equip \$ 500,000 Inst Fltr / Occur \$ 1,000,000 Temp Location \$ 100,000 Transit Limit \$ 100,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
\*10 day notice of cancellation applies for non-payment of premium.  
It is hereby understood and agreed that the below named certificate holder is named as additional insured on the following project:  
It is hereby understood that the certificate holder named below is named as additional insured in reference to: IFB #10-0947 OV 10 Million Gallon Reclaimed Water Storage Tank, SWWRP. 10 day notice of cancellation for non payment still applies

### CERTIFICATE HOLDER

### CANCELLATION

County of Manatee  
1112 Manatee Avenue West  
Bradenton FL 34205

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30\* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
*Paul Locascio*

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**Re: Fw: Budget Amendment - 6036082 Southwest Effluent Storage Tank (10MGD)**

**Olga Valcich** to: Carmen Mosley

04/01/2010 12:02 PM

Cc: Sue Sandhoff, Gwen Richards, Billie McLeod, Tim Hochuli, Jeff Streitmatter, Bruce Simington, Melissa Assha

Carmen:

Thank you for the email regarding the Budget Amendment for the above project. I will proceed with completing the Agenda which will also go before the Board on April 13th. Thanks for the help.

Best Regards,

Olga Valcich, Construction Buyer  
Manatee County Government  
Public Works Department/Project Management  
1022 26th Avenue East  
Bradenton, FL 34208  
Ph: 941-708-7527 / Fx: 941-708-7544  
email: olga.valcich@mymanatee.org

Carmen Mosley

Olga, This Budget Amendment is being prepare...

04/01/2010 11:21:09 AM

From: Carmen Mosley/MCG  
To: Olga Valcich/MCG@MCG  
Cc: Sue Sandhoff/MCG@MCG, Gwen Richards/MCG@MCG, Billie McLeod/MCG@MCG  
Date: 04/01/2010 11:21 AM  
Subject: Fw: Budget Amendment - 6036082 Southwest Effluent Storage Tank (10MGD)

Olga,

This Budget Amendment is being prepared to go before the Board on April 13, 2010. Please let me know if you need anything else.

Thanks,  
Carmen Shuler-Mosley  
Sr. Fiscal Analyst  
Manatee County Government  
Public Works Department  
(941) 708-7450 ext. 7209  
(941) 708-7503 fax  
carmen.mosley@mymanatee.org

----- Forwarded by Carmen Mosley/MCG on 04/01/2010 11:20 AM -----

From: Sue Sandhoff/MCG  
To: Billie McLeod/MCG@MCG  
Cc: Carmen Mosley/MCG@MCG, Gwen Richards/MCG@MCG  
Date: 03/23/2010 12:10 PM  
Subject: Budget Amendment - 6036082 Southwest Effluent Storage Tank (10MGD)



**Fw: Budget Amendment - 6036082 Southwest Effluent Storage Tank  
(10MGD)**

**Carmen Mosley** to: Olga Valcich  
Cc: Sue Sandhoff, Gwen Richards, Billie McLeod

04/01/2010 11:21 AM

Olga,

This Budget Amendment is being prepared to go before the Board on April 13, 2010. Please let me know if you need anything else.

Thanks,

Carmen Shuler-Mosley

Sr. Fiscal Analyst

Manatee County Government

Public Works Department

(941) 708-7450 ext. 7209

(941) 708-7503 fax

[carmen.mosley@mymanatee.org](mailto:carmen.mosley@mymanatee.org)

----- Forwarded by Carmen Mosley/MCG on 04/01/2010 11:20 AM -----

From: Sue Sandhoff/MCG  
To: Billie McLeod/MCG@MCG  
Cc: Carmen Mosley/MCG@MCG, Gwen Richards/MCG@MCG  
Date: 03/23/2010 12:10 PM  
Subject: Budget Amendment - 6036082 Southwest Effluent Storage Tank (10MGD)