

RFQ NO.20-TA003208SAM
CONSTRUCTION MANAGEMENT AT RISK
SERVICES FOR JOHN MARBLE PARK
REHABILITATION PROJECT
(958-26)
NOVEMBER 15, 2019

Manatee County BCC
Procurement Division
1112 Manatee Avenue West Ste 803
Bradenton, FL 34205
purchasing@mymanatee.org



**ADVERTISEMENT
REQUEST FOR QUALIFICATIONS NO. 20-TA003208SAM
CONSTRUCTION MANAGEMENT AT RISK SERVICES FOR
JOHN MARBLE PARK REHABILITATION PROJECT**

Manatee County, a political subdivision of the State of Florida (hereinafter referred to as County) will receive qualification proposal responses (Proposals) from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida (Proposers), to provide Construction Management at Risk Services (CMAR) for the rehabilitation of the John Marble Park services as specified in this Request for Qualifications.

DATE, TIME AND PLACE DUE:

The Due Date and Time for submission of Proposals in response to this RFQ is **January 14, 2020 by 3:00 P.M. ET.** Proposals must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 and time stamped by a Procurement representative by the Due Date and Time. Proposals will be opened immediately following the Due Date and Time at the Manatee County Administration Building, Suite 803. Interested parties are invited to attend the opening.

SOLICITATION INFORMATION CONFERENCE:

A non-mandatory Information Conference will be held at 9:30 am, November 25, 2019 at the Manatee County Administration Building, 1112 Manatee Ave West, Ste. 803, Bradenton, FL 34205.

DEADLINE FOR QUESTIONS AND CLARIFICATION REQUESTS:

The deadline to submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this Request for Qualifications to the Manatee County Procurement Division is December 13, 2019. Questions and inquiries should be submitted via email to the Designated Procurement Contact shown below.

Important: A prohibition of lobbying is in place. Review Section A.13 carefully to avoid violation and possible sanctions.

DESIGNATED PROCUREMENT CONTACT: Sherri Meier, Sr. Procurement Agent
(941) 749-3042, Fax (941) 749-3034
Email: sherri.adamsmeier@mymanatee.org
Manatee County Financial Management Department
Procurement Division

AUTHORIZED FOR RELEASE: _____

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Form 3	Public Contracting and Environmental Crimes Certification
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Attachment D	30% Plan Set
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SECTION A INSTRUCTIONS TO PROPOSERS

In order to receive consideration, Proposers must meet the minimum qualification requirements, submit the required forms and information, and comply with the instructions as follows. Proposals will be accepted from a single business entity, joint venture, partnership or corporation. The County intends to award an agreement(s) for the provision of Construction Management at Risk (CMAR) services as identified in this RFQ.

A.01 INFORMATION CONFERENCE

A non-mandatory Information Conference will be held on November 25, 2019 at 9:30 AM at the Manatee County Administration Building, 1112 Manatee Ave West, Ste. 803, Bradenton, FL 34205. Attendance is not mandatory, but is strongly encouraged.

A.02 DUE DATE AND TIME

The Due Date and Time for submission of Proposals in response to this Request for Qualifications (RFQ) is **January 14, 2020 by 3:00 P.M. ET**. Proposals must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 prior to the Due Date and Time.

Proposal(s) received after the Due Date and Time will not be considered. It will be the sole responsibility of the Proposer to deliver its Proposal to the Manatee County Procurement Division for receipt on or before the Due Date and Time. If a Proposal is sent by U.S. Mail, courier or other delivery services, the Proposer will be responsible for its timely delivery to the Procurement Division. Proposals delayed in delivery will not be considered, will not be opened at the public opening, and arrangements will be made for their return at the Proposer's request and expense.

A.03 PUBLIC OPENING OF RESPONSES

Sealed Proposals will be publicly opened at Manatee County Administration Procurement Division, 1112 Manatee Avenue West, 8th Floor, Suite 803, Bradenton, Florida 34205, in the presence of County officials immediately upon expiration of the Due Date and Time. Proposers or their representatives may attend the Proposal opening.

Manatee County will make public at the opening the names of the business entities which submitted a Proposal and city and state in which they reside. No review or analysis of the Proposals will be conducted at the Proposal opening.

A.04 SUBMISSION OF RESPONSES

The contents of the Proposal sealed package must include:

- One (1) bound original clearly identifying Proposer and marked "ORIGINAL".
- Three (3) bound copy(s) clearly identifying Proposer and marked "COPY" with all required information and identical to the original.
- One (1) electronic format copy(s) clearly identifying Proposer.

Electronic format copies should be submitted on separate Universal Serial Bus (USB) portable flash memory drives or compact disc (CD) in MicroSoft Office® or Adobe Acrobat® portable

document format (PDF) in one continuous file. Do not password protect or otherwise encrypt electronic Proposal copies. Electronic copies must contain an identical Proposal to the original.

Upon submission, all Proposals become the property of Manatee County which has the right to use any or all ideas presented in any Proposal submitted in response to this Request for Qualifications whether, or not, the Proposal is accepted.

Submit the Proposal package in a sealed container with the following information clearly marked on the outside of the package: RFQ No. 20-TA003208SAM, Construction Management at Risk Services for John Marble Park Rehabilitation Project, Proposer's name, and Proposer's address. Proposals must be received by the Manatee County Procurement Division prior to the Due Date and Time at the following address:

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

A.05 ORGANIZATION OF RESPONSES

Proposals must be organized and arranged with tabs in the same order as listed in the subsections within Attachment B, Proposal Response, identifying the response to each specific item.

Proposals must clearly indicate the legal name, address and telephone number of the Proposer. Proposal Signature Form must be signed by an official or other individual authorized to make representations for the Proposer.

A.06 DISTRIBUTION OF SOLICITATION DOCUMENTS

All documents issued pursuant to this RFQ are distributed electronically and available for download at no charge at www.mymanatee.org > *Business > Bids and Proposals*. Documents may be viewed and downloaded for printing using Adobe Reader® or Microsoft software, as applicable.

At its sole discretion, the County may utilize a third-party provider, such as DemandStar by Onvia® (DemandStar) to distribute Proposals. Visit the DemandStar website at www.Demandstar.com for more information regarding this service. Participation in the DemandStar system is not a requirement for doing business with Manatee County.

Additionally, the RFQ and all related documents are available for public inspection at the Manatee County Procurement Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205. Call (941) 749-3014 to schedule an appointment. Documents are available between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, with the exception of County holidays.

As a courtesy, Manatee County notifies the Manatee County Chamber of Commerce and the Manatee County Black Chamber of Commerce of all active solicitations, who then distributes the information to its members.

A.07 ADDENDA

Any interpretations, corrections or changes to this RFQ will be made by addendua. Addenda will be posted on the Procurement Division’s web page of the County website at <http://www.mymanatee.org/purchasing> > *Bids and Proposals*. For those solicitations that are advertised on DemandStar, addenda will also be posted on the DemandStar distribution system on the ‘Planholders’ link.

All addenda are a part of the RFQ and each Proposer will be bound by such addenda. It is the responsibility of each Proposer to read and comprehend all addenda issued. Failure of any Proposer to acknowledge an issued addendum in its Proposal will not relieve the Proposer from any obligation contained therein.

A.08 RESPONSE EXPENSES

All costs incurred by Proposer in responding to this RFQ and to participate in any interviews/presentations/demonstrations, including travel, will be the sole responsibility of the Proposer.

A.09 QUESTION AND CLARIFICATION PERIOD

Each Proposer shall examine all RFQ documents and will judge all matters relating to the adequacy and accuracy of such documents. Any questions or requests concerning interpretation, clarification or additional information pertaining to this RFQ shall be made in writing via email to the Manatee County Procurement Division to the Designated Procurement Contact or to purchasing@mymanatee.org. All questions received and responses given will be provided to potential Proposers via an addendum to this RFQ

Manatee County will not be responsible for oral interpretations given by other sources including County staff, representative, or others. The issuance of a written addendum by the Procurement Division is the only official method whereby interpretation, clarification or additional information will be given.

A.10 FALSE OR MISLEADING STATEMENTS

Proposals which contain false or misleading statements or which provide references which do not support an attribute or condition claimed by the Proposer, may be rejected. If, in the opinion of the County, such information was intended to mislead the County in its evaluation of the Proposal, and the attribute, condition or capability is a requirement of this RFQ. Such Proposer will be disqualified from consideration for this RFQ and may be disqualified from submitting a response on future solicitation opportunities with the County.

A.11 WITHDRAWAL OR REVISION OF RESPONSES

Proposers may withdraw Proposals under the following circumstances:

- a. If Proposer discovers a mistake(s) prior to the Due Date and Time. Proposer may withdraw its Proposal by submitting a written notice to the Procurement Division. The notice must be received in the Procurement Division prior to the Due Date and Time for receiving Proposals. A copy of the request shall be retained and the unopened Proposal returned to the Proposer; or
- b. After the Proposals are opened but before a contract is signed, Proposer alleges a material

mistake of fact if:

1. The mistake is clearly evident in the solicitation document; or
2. Proposer submits evidence which clearly and convincingly demonstrates that a mistake was made in the Proposal. Request to withdraw a Proposal must be in writing and approved by the Procurement Official.

A.12 JOINT VENTURES

Proposers intending to submit a Proposal as a joint venture with another entity are required to have filed proper documents with the Florida Department of Business and Professional Regulation and all other State or local licensing agencies as required by Florida Statute Section 489.119, prior to the Due Date and Time.

A.13 LOBBYING

After the issuance of any solicitation, no prospective Proposer, or their agents, representatives or persons acting at the request of such Proposer, shall contact, communicate with or discuss any matter relating in any way to the solicitation with any County officers, agents or employees, other than the Procurement Official or designee, unless otherwise directed by the Procurement Official or designee. This prohibition includes copying such persons on written communications (including email correspondence) but does not apply to presentations made to evaluation committees or at a County Commission meeting where the Commission is considering approval of a proposed contract/purchase order. This requirement ends upon final execution of the contract/purchase order or at the time the solicitation is cancelled. Violators of this prohibition will be subject to sanctions as provided in the Manatee County Code of Ordinances Section 2-26-31 and 2-26-32. Sanctions may include (a) written warning; (b) termination of contracts; and (c) debarment or suspension.

A.14 EXAMINATION OF RESPONSES

The examination and evaluation of the Proposals submitted in response to this solicitation generally requires a period of not less than ninety (90) calendar days from the Due Date and Time.

A.15 ERRORS OR OMISSIONS

Once a Proposal is opened, the County will not accept any request by Proposer to correct errors or omissions in the Proposal other than as identified in paragraph A.11.

A.16 DETERMINATION OF RESPONSIBLENESS AND RESPONSIVENESS

The County will conduct a due diligence review of all Proposals received to determine if the Proposer is responsible and responsive.

To be responsive a Proposer must submit a Proposal that conforms in all material respects to the requirements of this RFQ and contains all the information, fully completed attachments and forms, and other documentation required. Proposals that are deemed non-responsive will not be considered or evaluated.

To be responsible, a Proposer must meet the minimum qualification requirements and have the capability to perform the Scope of Services contained in this RFQ. Proposals submitted by Proposers that are deemed non-responsible will not be considered or evaluated.

A.17 RESERVED RIGHTS

The County reserves the right to accept or reject any and all Proposals, to waive irregularities and technicalities, to request additional information and documentation, and to cancel this solicitation at any time prior to execution of the contract. In the event only one Proposal is received, the County reserves the right to negotiate with the Proposer. The County reserves the right to award the contract to a responsive and responsible Proposer which in its sole determination is the best value and in the best interests of the County.

The County reserves the right to conduct an investigation as it deems necessary to determine the ability of any Proposer to perform the work or service requested. Upon request by the County, Proposer shall provide all such information to the County. Additional information may include, but will not be limited to, current financial statements prepared in accordance with generally accepted accounting practices and certified by an independent CPA or official of Proposer; verification of availability of equipment and personnel; and past performance records.

A.18 APPLICABLE LAWS

Proposer 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 contract. This solicitation process will be conducted in accordance with Manatee County Code of Ordinances, Chapter 2-26.

A.19 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 Proposer is prohibited from delineating a separate line item in its Proposal for any sales or service taxes.

The Successful Proposer will be responsible for the payment of taxes of any kind, including but not limited to sales, consumer, use, and other similar taxes payable on account of the work performed and/or materials furnished under the award in accordance with all applicable laws and regulations.

A.20 SCRUTINIZED COMPANIES

Pursuant to Florida Statute Section 287.135, as of July 1, 2012, a company that, at the time of submitting a response for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute Section 215.473, is ineligible for, and may not submit a response for or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

A.21 COLLUSION

Proposer certifies that its Proposal is made without prior understanding, agreement, or connection with any other corporation, firm or person submitting a Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

Any such violation may result in contract cancellation, return of materials or discontinuation of services and the possible removal of Proposer from participation in future County solicitations for a specified period.

The County reserves the right to disqualify a Proposer during any phase of the solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud on the part of the Proposer.

A.22 CODE OF ETHICS

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

A.23 PUBLIC ENTITY CRIMES

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

In addition, Manatee County Code of Laws Chapter 2-26 Article V prohibits the award of County contracts to any person or entity who/which has, within the past 5 years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the Purchasing Official, establishes reasonable grounds to believe the person or business entity will not conduct business in a reasonable manner.

To ensure compliance with the foregoing, Manatee County Code of Laws requires all persons or entities desiring to contract with Manatee County to execute and file with the Purchasing Official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity, and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with Manatee County. Proposer is to complete Form "3" and submit with your Proposal.

A.24 AMERICANS WITH DISABILITIES

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

A.25 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Title VI of the Civil Rights Act of 1964, Title 15, Part 8 of the Code of Federal Regulations and the Civil Rights Act of 1992, Manatee County hereby notifies all Proposers that it will affirmatively ensure minority business enterprises are afforded full opportunity to

participate in response to this Request for Qualifications and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status in consideration of award.

A.26 MINORITY AND/OR DISADVANTAGED BUSINESS ENTERPRISE

The State of Florida Office of Supplier Diversity provides the certification process and maintains the database of certified MBE/DBE firms. Additional information may be obtained at <http://www.osd.dms.state.fl.us/iframe.htm> or by calling (850) 487-0915.

A.27 DISCLOSURE

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

Proposals 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 Proposals shall be conducted at the public opening.

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

Pursuant to Florida Statute 119.0701, to the extent Successful Proposer is performing services on behalf of County, Successful Proposer must:

- a. Keep and maintain public records required by public agency to perform the service. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Manatee County public record policies. Proposer agrees, prior to providing goods/services, it will implement policies and procedures, which are subject to approval by County, to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies including but not limited to Section 119.0701, Florida Statutes.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Successful Proposer does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of contractor or keep and maintain public records required by the public agency to perform the service. If the Successful Proposer transfers all public records to

County upon completion of the contract, the Successful Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Successful Proposer keeps and maintains public records upon completion of the contract, the Successful Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of County.

IF THE SUCCESSFUL RESPONDENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO ANY RESULTING CONTRACT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT: (941) 742-5845, DEBBIE.SCACCIANOCE@MYMANATEE.ORG, ATTN: RECORDS MANAGER, 1112 MANATEE AVENUE WEST, BRADENTON, FL 34205.

A.28 TRADE SECRETS

Manatee County is subject to Chapter 119, Florida Statutes. Therefore, all documents, materials, and data submitted as part of a Proposal in response to a Request for Qualifications are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes.

Except for materials that are 'trade secrets' as defined by Chapter 812, Florida Statutes, ownership of all documents, materials and data submitted as part of a Proposal in response to the Request for Qualifications shall belong exclusively to County.

To the extent that Proposer desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be segregated from the portions of the Proposal that are not declared as trade secret. In addition, Proposer shall cite, for each trade secret claimed, the Florida Statute number which supports the designation. Further, Proposer shall offer a brief written explanation as to why the cited Statute is applicable to the information claimed as trade secret. Additionally, Proposer shall provide a hard copy of its Proposal that redacts all information designated as trade secret.

In conjunction with trade secret designation, Proposer acknowledges and agrees that:

1. Trade secret requests made after the opening will not be considered. However, County reserves the right to clarify the Proposers request for trade secret at any time; and
2. County and its officials, employees, agents, and representatives are hereby granted full rights to access, view, consider, and discuss the information designated as trade secret throughout the evaluation process and until final execution of any awarded purchase order or contract; and
3. That after notice from County that a public records request has been made pursuant to Proposer's Proposal, the Proposer at its sole expense, shall be responsible for defending its determination that submitted material is a trade secret and is not subject to disclosure. Action by Proposer in response to notice from the County shall be taken immediately, but

no later than 10 calendar days from the date of notification or Proposer will be deemed to have waived the trade secret designation of the materials.

Notwithstanding any other provision in this solicitation, designation of the entire Proposal as 'trade secret', 'proprietary', or 'confidential' is not permitted and may result in a determination that the Proposal is non-responsive.

A.29 CONFIDENTIALITY OF SECURITY RELATED RECORDS

- a. Pursuant to Florida Statutes § 119.071(3), the following records (hereinafter referred to collectively as "the Confidential Security Records") are confidential and exempt from the disclosure requirements of Florida Statutes § 119.07(1):
 - i. A Security System Plan or portion thereof for any property owned by or leased to County or any privately owned or leased property held by County.
 - ii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by County.
 - iii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, or hotel or motel development in the possession of, submitted to County.
- b. Successful Proposer agrees that, as provided by Florida Statute, it shall not, as a result of a public records request, or for other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of County's Property Management Director or to comply with a court order requiring such release or disclosure. To the extent Successful Proposer receives a request for such records, it shall immediately contact the County's designated Contract administrator who shall coordinate County's response to the request.

A.30 E-VERIFY

Prior to the employment of any person under this contract, the Successful Proposer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the Successful Proposer to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the Successful Proposer to perform work pursuant to the contract with Manatee County. For more information on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/>.

Only those individuals determined eligible to work in the United States shall be employed under this contract.

By submission of a Proposal in response to this RFQ, the successful Proposer commits that all employees and subcontractors will undergo e-verification before placement on this contract.

The successful Proposer shall maintain sole responsibility for the actions of its employees and subcontractors. For the life of the contract, all employees and new employees brought in after contract award shall be verified under the same requirement stated above.

A.31 LICENSES AND PERMITS

The successful Proposer shall be solely responsible for obtaining all necessary license and permit fees, including, but not limited to, all license fees, permit fees, impact fees, or inspection fees, and responsible for the costs of such fees. Successful Proposer is solely responsible for ensuring all work complies with all Federal, State, local, and Manatee County ordinances, orders, codes, laws, rules, regulations, directives, and guidelines.

A.32 MINIMUM WAGE REQUIREMENTS

The successful Proposer shall comply with all minimum wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other employment laws, as may be applicable to the Agreement.

A.33 PROTEST

Any actual bidder, Proposer, or contractor who is aggrieved in connection with the notice of intent to award of a contract with a value greater than \$250,000 where such grievance is asserted to be the result of a violation of the requirements of the Manatee County Procurement Code or any applicable provision of law by the officers, agents, or employees of the County, may file a protest to the Procurement Official.

Protest must be in writing and delivered via email at purchasing@mymanatee.org or by hand delivery to the Procurement Division at 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205 by 5:00 p.m. on the fifth business day following the date of posting of the Notice of Intent to Award on the County website. There is no stay of the procurement process during a protest. The Procurement Official shall have the authority to settle and resolve a protest concerning the intended award of a contract.

For additional information regarding the County protest process, visit the Procurement Division webpage on the County website.

A.34 BINDING OFFER

Proposals will remain valid for a period of 120 days following the Due Date and Time and will be considered a binding offer to perform the required services and/or provide the required goods. The submission of a Proposal will be taken as prima facie evidence that the Proposer has familiarized itself with the contents of this Solicitation

A.35 SOLICITATION SCHEDULE

The following schedule has been established for this Solicitation process. Refer to the County's website (www.mymanatee.org > *Business > Bids & Proposals*) for meeting locations and updated information pertaining to any revisions to this schedule.

Scheduled Item	Scheduled Date
Non-Mandatory Solicitation Information Conference will be held at the Manatee County Administration Building, Suite 803, 1112 Manatee Ave West, Bradenton, FL 34205	9:30 AM November 25, 2019
Question and Clarification Deadline	December 13, 2019
Final Addendum Posted	December 30, 2019
Proposal Due Date and Time	January 14, 2020, by 3:00 p.m.
Technical Evaluation Meeting	February 5, 2020
Technical Evaluation Meeting	February 7, 2020
Interviews/Presentations/Demonstrations (if conducted)	February 18, 2020
Final Evaluation Meeting (if required)	February 19, 2020
Projected Award	April 2020

END SECTION A

**SECTION B
EVALUATION OF RESPONSES**

B.01 EVALUATION

A due diligence review will be conducted to determine if the Proposal is responsive to the submission requirements outlined in this Solicitation and to determine if the Proposer is a responsible Proposer.

A responsive Proposal is one that follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive. A responsible Proposer is a Proposer which the County affirmatively determines has the ability, capability and skill to perform under the terms of the agreement; can provide the materials and/or service promptly within the time specified, without delay or interference; has a satisfactory record of integrity and business ethics; and meets the minimum qualification requirements in this RFQ.

Evaluation of Proposals will be conducted by an evaluation committee. Each evaluation committee member will evaluate and rank the Proposals for each of the evaluation criteria. The committee will consider all information submitted by each responsible and responsive Proposer; clarification information provided by Proposer; information obtained during the interviews, presentations, or demonstrations; feedback received from Proposer's references; and any other relevant information received during any investigation of Proposer to ascertain the ability of the Proposer to perform the Scope of Services as stated in this RFQ.

B.02 EVALUATION CRITERIA

The following evaluation criteria have been established for this RFQ.

Criteria	Weight
Proposer & Team's Experience	20
Approach to Project Management and Construction	25
Organizational Structure and Capacity	15
Similar Completed Projects	20
Interviews	15
Volume of Work	5

B.03 CLARIFICATIONS, INTERVIEWS, PRESENTATIONS, DEMONSTRATIONS

As part of the evaluation process the evaluation committee may request additional information or clarification from Proposers for the purpose of further evaluation of (a) conformance to the solicitation requirements, (b) the abilities of the Proposer, and (c) understanding of the Proposal submitted. Additional information and clarification must be submitted by Proposer within the requested time-period.

Additionally, interviews, presentations or demonstrations may be conducted with Proposers as part of the evaluation process. If conducted, the evaluation committee will determine a list of

those responsive and responsible Proposals that are deemed by the committee as having a reasonable probability of being selected for award (Short List). The Short List Proposers will be invited to meet with the committee. The information gained from these interviews, presentations, or demonstrations will be part of the committee's consideration in making a recommendation for award. Therefore, Proposers should make arrangements to attend, if invited.

The interviews, presentations and demonstrations are closed to the public to the extent permitted by law.

The evaluation committee may final rank Proposals without conducting clarifications, interviews, presentations, or demonstrations. Therefore, each Proposer must ensure that its Proposal reflects Proposer's best offer, given its understanding of the requirements at the time of submission.

B.04 RECOMMENDATION FOR NEGOTIATION

The evaluation committee will determine from the responses to this RFQ and subsequent investigations, the Proposer(s) who best meets the County's requirements. Upon completion of the technical evaluations, the evaluation committee will make a recommendation as to the Proposer(s) which the County should enter into negotiations, if any. The County will notice the Intent to Negotiate, in the same manner the original Request for Qualifications document was noticed prior to commencing negotiations.

Upon approval to commence negotiations, the recommended Proposer(s) shall submit one original hard copy and one electronic copy on a CD or USB flash drive of its pricing proposal. The pricing information should show a categorical breakout of the pricing, with any alternates or options clearly identified. The pricing information shall be clear and unambiguous to facilitate evaluation of the prices submitted.

The County will conduct negotiations with the highest ranked Proposer. If the County and the highest-ranked Proposer cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at its sole discretion, begin negotiations with the next highest-ranked Proposer(s). This process may continue until a contract acceptable to the County has been negotiated or all Proposals are rejected.

B.05 RECOMMENDATION FOR AWARD

Upon successful completion of negotiations, a recommendation for award to the successful Proposer(s) will be presented for approval per County ordinances, policies and procedures.

END SECTION B

SECTION C
AWARD OF THE AGREEMENT

C.01 GENERAL

By submitting a Proposal, Proposer understands and agrees:

- a. The Proposal and all subsequent information requested by the County during the procurement process will serve as a basis for the Agreement.
- c. All products and papers produced during the Agreement period become the property of Manatee County upon termination or completion of the engagement.

C.02 AGREEMENT

The successful Proposer(s) will be required to execute the Agreement in a form and with provisions acceptable to the County (See Attachment G, Sample Agreement). The County (as Owner) will execute this Agreement with the successful Proposer (as Contractor).

The negotiated Agreement may or may not include all elements of this RFQ or the Proposal submitted by the successful Proposer(s) where alternatives provide best value, are desirable to the County, and the parties agree to such terms. Negotiations of the terms of the Agreement, may include specifications, scope of project, price, the Agreement period, renewal, or any other relevant provisions.

C.03 AWARD

County does not make award to a Proposer who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to County, or is in default on any contractual or regulatory obligation to County. By submitting this solicitation response, Proposer attests that it is not delinquent in payment of any such debts due and owed to County, nor is it in default on any contractual or regulatory obligation to County. In the event the Proposer's statement is discovered to be false, Proposer will be subject to suspension and debarment and County may terminate any contract it has with Proposer.

Award of the Agreement is subject to approval as provided for in the Manatee County Procurement Code.

END SECTION C

**SECTION F
FORMS**

FORM 1 - ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda:

Addendum No. _____	Date Received:

Print or type Proposer's information below:

_____	_____
Name of Proposer	Telephone Number
_____	_____
Street Address	City/State/Zip
_____	_____
Email Address	Website Address
_____	_____
Print Name & Title of Authorized Officer	Signature of Authorized Official Date

FORM 2 - PROPOSAL SIGNATURE FORM

The undersigned represents that by signing this Proposal Signature Form that:

- (1) He/she has the authority and approval of the legal entity purporting to submit the Proposal and any additional documentation which may be required such as the Joint Venture Agreement or Joint Venture Affidavit, if applicable; and
- (2) All facts and responses set forth in the Proposal are true and correct; and
- (3) If the Proposer is selected by County to negotiate an agreement, that Proposer's negotiators will negotiate in good faith to establish an agreement to provide the services described in this RFQ; and
- (4) By submitting a Proposal and signing below, the Proposer agrees to the terms and conditions in this RFQ, which incorporates all addenda, appendices, exhibits, and attachments, in its entirety, and is prepared to sign the Agreement, of which a sample is incorporated into this RFQ as Attachment G. The Proposer understands that if it submits exceptions to the Sample Agreement in its Proposal, the Proposer may be determined non-responsive.

Print or type Proposer's information below:

_____ Name of Proposer	_____ Telephone Number
_____ Street Address	_____ City/State/Zip
_____ Email Address	_____ Web Address
_____ Print Name & Title of Authorized Officer	_____ Signature of Authorized Officer Date

FORM 3- PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO SECTION 2-26 ARTICLE V,
MANATEE COUNTY PROCUREMENT CODE

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

This sworn statement is submitted to Manatee County by _____
[print individual's name and title]

for _____
[name of entity submitting sworn statement]

whose business address is: _____

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

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

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

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

(3) been convicted of a violation of an environmental law that, as determined by the County, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

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

(5) where an officer, official, agent or employee of a business entity has been convicted of, or has admitted guilt to, any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he/she is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common board of directors.

For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests amount family members, shared organization

of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

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

I understand that any contract or business transaction shall provide for suspension of payments, or termination, or both, if the Procurement Official or the County Administrator determines that such person or entity has made false certification.

[Signature]

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 201____ by_____.

Personally known OR Produced identification _____
[Type of identification]

_____My commission expires _____

Notary Public Signature

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

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

FORM 4 - CONFLICT OF INTEREST DISCLOSURE FORM

The award of an agreement resulting from this RFQ is subject to the provisions of Manatee County Code of Laws. Proposer must disclose within its Proposal: the name of any officer, director, or agent who is also an employee of Manatee County. Furthermore, Proposer must disclose the name of any County employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches, divisions, or affiliates.

By signing below, Proposer confirms that it is not currently engaged or will not become engaged in any obligations, undertakings or contracts that will require the firm to maintain an adversarial role against the County or that will impair or influence the advice or recommendations it provides to the County.

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of my knowledge, the undersigned firm has no potential conflict of interest for this RFQ.

_____ The undersigned firm, by execution of this form, submits information which may be a potential conflict of interest for this RFQ.

Acknowledged and attested to by:

_____ Firm Name

_____ Signature

_____ Name and Title (Print or Type)

_____ Date

Return this fully executed form with your Proposal.

FORM 5 - NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is _____ of _____, the Proposer that has submitted a Proposal to perform work for the following:

RFQ No.: _____ Title: _____

b. He/She is fully informed respecting the preparation and contents of the attached Request for Qualifications, and of all pertinent circumstances respecting such Solicitation.

Such Proposal is genuine and is not a collusive or sham Proposal.

c. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposal, or to fix any overhead, profit, or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract.

d. The price or prices to be submitted shall be fair and proper and shall not be tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature: _____

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 20____, by _____, who is personally known to me OR has produced _____ as identification.

SEAL

Notary Signature _____
Notary Name: _____
Notary Public (State): _____
My Commission No: _____
Expires on: _____

FORM 6 - TRUTH – IN – NEGOTIATION CERTIFICATE

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

(This document must be executed by an authorized official of Proposer (e.g., President, CEO, Partner, Managing Partner))

Name: _____

Title: _____

Date: _____

Signature: _____

FORM 7 – SCRUTINIZED COMPANY CERTIFICATION

This certification is required pursuant to Florida State Statute Section 287.135 and must be executed and returned with Proposer’s Proposal.

As of July 1, 2011, a company that, at the time of bidding or submitting a Proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is ineligible for, and may not bid on, submit a Proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

Companies must complete and return this form with its response.

Company: _____

FEIN: _____

Address. _____

City/State/Zip. _____

I, _____, as a representative of _____

certify and affirm that this entity is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Signature

Title

Printed Name

Date

FORM 8
INSURANCE AND BOND REQUIREMENTS
RFQ NO. 20-TA003208SAM

Work under the resulting Agreement cannot commence until all insurance coverages indicated by an “X” herein have been obtained. The cost for insurance coverages is the sole responsibility of successful Proposer. The successful Proposer shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, proof the following minimum amounts of insurance on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

<u>STANDARD INSURANCES</u>	<u>REQUIRED LIMITS</u>
<p>1. <input checked="" type="checkbox"/> Automobile Liability Insurance:</p>	<p>Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:</p> <ul style="list-style-type: none"> • \$ <u>1,000,000</u> Combined Single Limit; OR • \$ <u>500,000</u> Bodily Injury and \$ <u>500,000</u> Property Damage • \$ <u>10,000</u> Personal Injury Protection (No Fault) • \$ <u>500,000</u> Hired, Non-Owned Liability • \$ <u>10,000</u> Medical Payments <p><i>This policy shall contain severability of interests' provisions.</i></p>
<p>2. <input checked="" type="checkbox"/> Commercial General Liability Insurance:</p> <p><i>(Per Occurrence form only; claims-made form is not acceptable)</i></p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • \$ <u>1,000,000</u> Single Limit Per Occurrence • \$ <u>2,000,000</u> Aggregate • \$ <u>1,000,000</u> Products/Completed Operations Aggregate • \$ 1,000,000 Personal and Advertising Injury Liability • \$ 50,000 Fire Damage Liability • \$ <u>10,000</u> Medical Expense, and • \$ <u>1,000,000</u>, Third Party Property Damage • \$ _____ Project Specific Aggregate (Required on projects valued at over \$<u>10,000,000</u>) <p><i>This policy shall contain severability of interests' provisions.</i></p>
<p>3. <input checked="" type="checkbox"/> Employer’s Liability Insurance</p>	<p>Coverage limits of not less than:</p> <ul style="list-style-type: none"> • \$ <u>100,000</u> Each Accident • \$ <u>500,000</u> Disease Each Employee • \$ <u>500,000</u> Disease Policy Limit
<p>4. <input checked="" type="checkbox"/> Worker’s Compensation Insurance</p>	<p>Coverage limits of not less than:</p> <ul style="list-style-type: none"> • Statutory workers’ compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government. • If any operations are to be undertaken on or about navigable waters,

<input type="checkbox"/> US Longshoremen & Harbor Workers Act Coverage <input type="checkbox"/> Jones Act Coverage	<p>coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.</p> <p>Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements.</p> <p>NOTE: Workers' Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.</p>
<u>OTHER INSURANCES</u>	<u>REQUIRED LIMITS</u>
5. <input type="checkbox"/> Aircraft Liability Insurance	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County' a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • \$ _____ Each Occurrence Property and Bodily Injury with no less than <u>\$100,000</u> per passenger each occurrence or a 'smooth' limit. • \$ _____ General Aggregate
6. <input type="checkbox"/> Unmanned Aircraft Liability Insurance (Drone)	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County' a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • \$ _____ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage. • \$ _____ General Aggregate
7. <input type="checkbox"/> Installation Floater Insurance	<p>When the contract or agreement does not include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • 100% of the completed value of such addition(s), building(s), or structure(s)
8. <input checked="" type="checkbox"/> Professional Liability and/or Errors and Omissions (E&O) Liability Insurances	<p>Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p> <ul style="list-style-type: none"> • \$ <u>1,000,000</u> Bodily Injury and Property Damage Each Occurrence • \$ <u>2,000,000</u> General Aggregate

<p>9. <input checked="" type="checkbox"/> Builder’s Risk Insurance</p>	<p>When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder’s Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed • The policy shall not carry a self-insured retention/deductible greater than \$10,000 <p>Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.</p>
<p>10. <input type="checkbox"/> Cyber Liability Insurance</p>	<p>Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • \$_____ Security Breach Liability • \$_____ Security Breach Expense Each Occurrence • \$_____ Security Breach Expense Aggregate • \$_____ Replacement or Restoration of Electronic Data • \$_____ Extortion Threats • \$_____ Business Income and Extra Expense • \$_____ Public Relations Expense <p>NOTE: Policy must not carry a self-insured retention/deductible greater than <u>\$25,000</u>.</p>
<p>11. <input type="checkbox"/> Hazardous Materials Insurance (As Noted)</p>	<p>Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government.</p> <p>All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p> <p><input type="checkbox"/> Pollution Liability</p> <ul style="list-style-type: none"> • Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

	<p><input type="checkbox"/> Asbestos Liability (If handling within scope of Contract)</p> <ul style="list-style-type: none"> Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate. <p><input type="checkbox"/> Disposal</p> <p>When applicable, Successful Proposer shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.</p> <ul style="list-style-type: none"> Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate. Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.
<p>12. <input type="checkbox"/> Hazardous Waste Transportation Insurance</p>	<p>Successful Proposer shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.</p> <p>All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p> <ul style="list-style-type: none"> Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, per accident.
<p>13. <input type="checkbox"/> Liquor Liability Insurance</p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <u>\$1,000,000</u> Each Occurrence and Aggregate
<p>14. <input type="checkbox"/> Garage Keeper’s Liability Insurance</p>	<p>Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.</p> <p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> Property and asset coverage in the full replacement value of the lot or garage.

<p>15. <input type="checkbox"/> Bailee's Customer Liability Insurance</p>	<p>Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization's premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.</p> <p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • Property and asset coverage in the full replacement value of the County asset(s) in the Successful Proposer's care, custody and control.
<p>16. <input type="checkbox"/> Hull and Watercraft Liability Insurance</p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • \$ _____ Each Occurrence • \$ _____ General Aggregate • \$ _____ Fire Damage Liability • \$ <u>10,000</u> Medical Expense, and • \$ _____ Third Party Property Damage • \$ _____ Project Specific Aggregate (Required on projects valued at over \$10,000,000)
<p>17. <input type="checkbox"/> Other (specify)</p>	<p>(Specify)</p>

BOND REQUIREMENTS

<p>18. <input type="checkbox"/> Bid Bond</p>	<p>A Bid Bond in the amount of \$_____ or ____% of the total offer. Bid bond shall be submitted with the sealed response and shall include project name, location, and / or address and project number.</p> <p>In lieu of the bond, the bidder may file an alternative form of security in the amount of \$_____ or ____% of the total offer. in the form of a money order, a certified check, a cashier’s check, or an irrevocable letter of credit issued to Manatee County.</p> <p>NOTE: A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer.</p>
<p>19. <input type="checkbox"/> Payment and Performance Bond</p>	<p>A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award.</p> <p>NOTE: A construction project over \$200,000 requires a Payment and Performance Bond.</p>

INSURANCE REQUIREMENTS

I. THE POLICIES BELOW ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

1. Commercial General Liability and Automobile Liability Coverages

- a. **“Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the Successful Proposer, his agents, representatives, and employees; products and completed operations of the Successful Proposer; or automobiles owned, leased, hired or borrowed by the Successful Proposer. The coverage shall contain no special limitation(s) on the scope of protection afforded to the County, its officials, employees or volunteers.

In addition to furnishing a Certificate of Insurance, the Successful Proposer shall provide the endorsement that evidences Manatee County being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of Florida,” as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

- b. The Successful Proposer's insurance coverage shall be primary insurance with respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Successful Proposer's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form, unless specifically noted otherwise.

2. Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by the Successful Proposer for the County.

II. GENERAL INSURANCE PROVISIONS APPLICABLE TO ALL POLICIES:

1. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, Successful Proposer shall furnish the County with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above. In addition, when requested in writing from the County, Successful Proposer will provide the County with a certified copy of all applicable insurance policies. The address where such certificates and certified policies shall be sent or delivered is as follows unless otherwise provided:

**Manatee County, a Political Subdivision of the State of Florida
Attn: Purchasing Division - Procurement**

**1112 Manatee Avenue West
Bradenton, FL 34205**

2. The project's solicitation number and title shall be listed on each Certificate of Insurance or policy.
 3. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.
 4. Successful Proposer shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
 5. Successful Proposer agrees that should at any time Successful Proposer fail to meet or maintain the required insurance coverage(s) as set forth herein, the County may terminate this contract.
 6. The Successful Proposer waives all subrogation rights against Manatee County, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
 7. The Successful Proposer has sole responsibility for all insurance premiums and policy deductibles.
 8. It is the Successful Proposer's responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. Successful Proposer shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or Successful Proposer shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all the requirements set forth to the procurement representative.
 9. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the County has the right to review the Successful Proposer's deductible or self-insured retention and to require that it be reduced or eliminated.
- II. Successful Proposer understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the County, or to others, and the County's failure to request evidence of this insurance coverage shall not be construed as a waiver of Successful Proposer's obligation to provide and maintain the insurance coverage specified.
- III. Successful Proposer understands and agrees that the County does not waive its immunity and nothing herein shall be interpreted as a waiver of the County's rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the County expressly reserves these rights to the full extent allowed by law.
- IV. No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

FORM 8 INSURANCE STATEMENT
RFQ NO. 20-TA003208SAM

THE UNDERSIGNED has read and understands the insurance requirements applicable to any Agreement resulting from this solicitation and shall provide the insurances required in this RFQ within ten (10) days from the date of Notice of Intent to Award.

Proposer Name: _____ Date: _____

Signature
(Authorized Official): _____

Printed Name/Title: _____

Insurance Agency: _____

Agent Name: _____ Agent Phone: _____

Return this signed statement with your bid or proposal.

Attachment A SCOPE OF SERVICES

A.01 BACKGROUND

The John H. Marble Park (Park), located at 3675 53rd Avenue East in Bradenton, FL was acquired by the County in the mid 1990's. Amenities at the Park include a gymnasium, basketball courts, bocce ball courts, pavilions, a playground, pool, restrooms, and tennis courts. The Park is the location of after-school health and wellness programming provided by the County. The community pool at the Park operates year-round. The Park currently requires infrastructure upgrades and facility replacement.

The proposed project scope consists of demolition of existing 13,890 square foot (+/-) gymnasium and the construction of new expanded gymnasium that will include a full-size gym, offices, locker rooms that tie pool area into the gymnasium, classrooms, break room, storage, and bathrooms, expansion of the existing pool deck which includes construction of a new picnic pavilion, construction of a new picnic pavilion with restrooms and parking lot reconstruction.

A.02 PROJECT SCOPE (CONSTRUCTION REQUIREMENTS)

- A. Sitework: will include earthwork, paving, grading, drainage, utility and information technology distribution and extensions, permanent drives, sidewalks, parking, fencing, signage, landscaping and required roadway improvements, as directed by the authority having jurisdiction, as well as asbestos abatement if required (see attached report). The total area affected by all the proposed development is estimated to be approximately 6.73 acres.
- B. Gymnasium: Demolish, remove and replace existing gymnasium. Square footage increases from 13,892 to 18,489 to accommodate programming requirements.
- C. Bath house: Demolish and remove bath house.
- D. Tennis courts: Demolish and remove existing tennis courts.
- E. Facility Retrofit PH 2: Expand deck on existing pool deck and construct a picnic pavilion.
- F. Pavilion: Demolish existing pavilion and construct a pavilion/restroom facility.
- G. Parking Lot: Parking lot to be demolished, relocated and slightly increased to accommodate the facility design/master plan and Stormwater improvements.
- H. Add alternates (to be included at the sole discretion of the County):

- i. Existing Storage Building: Remove and replace the existing storage maintenance building with a smaller building.
- ii. Existing Tennis Courts: Construct new courts on site to replace the old ones.
- iii. Hurricane Event Shelter: Provide cost estimate & construction for hardening of the facility to meet building code standards for the intended use.

A.03 CMAR SCOPE OF SERVICES

Construction manager at risk services to be provided by CMAR shall include, but are not limited to, pre-construction, bidding, and construction phase services. Compensation to the CMAR for these services shall be a negotiated fee, based on a percentage of the cost of the work. A portion of the fixed fee for services shall be incrementally paid to the CMAR for preconstruction phase services.

A.04 CMAR DESIGN, PRECONSTRUCTION, CONSTRUCTION SERVICES

A. Design and Preconstruction Phase

During the design and preconstruction phase CMAR shall provide services to include, but not be limited to the following:

- i. Preliminary site investigations.
- ii. Quality assurance of the design.
- iii. Value engineering recommendations.
- iv. Recommendations for material and systems alternatives.
- v. Constructability and sustainability reviews.
- vi. Code compliance review to ensure permits are attainable.
- vii. Cost estimating to keep project in budget.
- viii. Ongoing monitoring and controlling of the schedule.
- ix. Testing.
- x. Copies of Subcontracts Proposals, if requested.
- xi. Presentation of the Contractor's Preliminary Guaranteed Maximum Price (GMP) to the County based on 100% plans and specifications. GMP shall be inclusive of all elements of construction from the submission of all required upfront documents to final inspection and acceptance by the County as a completed project including all required final close out documents.
- xii. The oversight of any early preconstruction work deemed beneficial to the project by the County during the preconstruction phase, upon request by the County.

- xiii. Be responsible for all elements of work that require subcontractors and be held responsible for replacement of subcontractors that fail to perform.

B. Construction Phase

The construction phase shall commence upon the County's acceptance of the Contractor's GMP. CMAR shall become the single point of responsibility for the performance of the construction contract for the project. The CMAR shall provide payment and performance bonds each in a value equal to 100% of the GMP.

The services required of CMAR for the construction phase shall include, but not be limited to, the following:

- i. Development and management of all electronic records in a centralized, automated project management information system including project scheduling.
Providing and distributing meeting minutes of all construction meetings.
- ii. Project management to ensure performance of the work in accordance with the resulting Agreement.
- iii. Construction supervision to ensure compliance with design documents and permitting conditions.
- iv. Contracting with all sub-contractors, materials suppliers, surveying firms, testing and inspection firms, and equipment suppliers as necessary for the construction of the project.
- v. Coordination and cooperation with any third-party contracts or contractors that the County may provide for this project.
- vi. Development and administration of quality control systems to ensure the work is performed in strict accordance with design requirements, applicable building codes and the County's objectives.
- vii. Process payment requests for approval by the design team and appropriate County representatives.
- viii. Preparation of County direct purchase documents.
- ix. Provide construction phase accounting and reporting to the County.
- x. Administration of jobsite safety programs.
- xi. Providing temporary facilities.
- xii. Maintenance of on-site and off-site traffic.
- xiii. MOT plans, if applicable, in accordance with FDOT standards.
- xiv. Maintenance of all project records.
- xv. Scheduling of inspections by authorities having jurisdiction over the project.
- xvi. Supervision of third-party testing to assure independence and proper conduct.
- xvii. Oversight of field surveying services.

- xviii. Administer post construction closeout, final completion, and start-up and warranty periods.

A.05 ESTIMATED PROJECT COMPLETION DATE

The estimated project completion date is 480 days from date of award.

A.06 ESTIMATED PROJECT COST

The County has budgeted the project construction cost at approximately \$6 million not including the cost of FFE (Furniture, Fixtures & Equipment).

END OF ATTACHMENT A

ATTACHMENT B, PROPOSAL RESPONSE

This section identifies specific information which must be contained within the Proposal response and the order in which such information should be organized. The information each Proposer provides will be used to determine those Proposers with the background, experience and capacity to perform the scope of services as stated in this RFQ and which Proposer(s) best meets the overall needs of the County. For more information on the evaluation process, refer to Section B, Evaluation of Responses.

B.01) INFORMATION TO BE SUBMITTED

The contents of each Response will be organized and arranged with tabs in the same order as listed below and with the same TAB numbers. The Response should contain sufficient detail to permit the County to conduct a meaningful evaluation. However, overly elaborate responses are not requested or desired.

B.02) RESPONSE FORMAT

A. TAB 1 - INTRODUCTION

Include the following in Tab 1 of the Response.

1. A cover page that identifies Proposer, the RFQ by title and the RFQ number.
2. An introductory letter/statement that describe your Response in summary form (limit 2 pages).
3. A table of contents.

B. TAB 2 – MINIMUM QUALIFICATION REQUIREMENTS

In Tab 2 submit the information and documentation requested that confirms Proposers meets the following minimum qualification requirement(s):

1. Must be registered with the State of Florida, Division of Corporations to do business in Florida.

No documentation is required. The County will verify registration.

2. Proposer and/or its subcontractor(s) must possess current, valid licenses and certifications required under Florida Statute to perform services of general contractor as is applicable to the construction of the facility improvements as described in Attachment A of this RFQ.

Submit information and documentation from the issuing agency that

confirms Proposer and/or its subcontractor(s) is certified under Section 489.119, Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent.

3. Proposer or its subcontractor has served as a construction manager for a minimum of three completed projects (which means that certificate of occupancy has been issued) for Public Buildings (i.e. gymnasiums and/or community centers) since June 2010. Provide the following information for each qualifying project.
 - i. Identify who was contracted to complete the project (Proposer or subcontractor)
 - ii. Project name and location
 - iii. Client/Organization name
 - iv. Contact name
 - v. Contact phone
 - vi. Contact email
 - vii. Project dates (Start/End)
4. Proposer Is NOT listed on the Florida State Board of Administration, Scrutinized List of Prohibited Companies.

No documentation is required. The County will verify

5. Proposer is not on the Florida Suspended or Debarred Vendor List

No documentation is required. The County will verify

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

No documentation is required. The County will verify

7. Proposer is not on the Florida Department of Transportation Contractor Suspended List

No documentation is required. The County will verify

8. If Proposer is submitting as a joint venture, it must have filed the required documents with the Florida Department of Business and Professional Regulation as required by Florida Statute Section 489.119, prior to the Due Date and Time.

If Proposer is a joint venture, provide a copy of Proposer's approved filing with the Florida Department of Business and Professional Regulation. If Proposer is not a joint venture, provide a statement to that effect.

9. Proposer has no reported conflict of interests in relation to this RFQ.

Disclose the name of any officer, director or agent who is also an employee of the County. Disclose the name of any County employee who owns, directly or indirectly, any interest in the Proposer's firm or any of its branches. If no conflicts of interests are present, Proposer must submit a statement to that affect.

C. TAB 3 – FORMS

Provide the completed and executed Forms listed below in Tab 3.

Form 1, Acknowledgement of Addenda

Form 2, Response Signature Form

Form 3, Public Contracting and Environmental Crimes Certification

Form 4, Conflict of Interest Disclosure

Form 5, Non-Collusion Affidavit

Form 6, Truth in Negotiation Certification

Form 7, Scrutinized Company Certification

Form 8, Insurance Statement

D. TAB 4 - TRADE SECRETS

Pursuant to Section A.28, Trade Secrets, in Tab 4 identify any trade secret being claimed. Proposer must submit purported trade secret as follows:

1. Trade secret material must be segregated, within the applicable TAB, from the portions of the Response that are not being declared as trade secret. NOTE: Responses cannot be designated as 'Proprietary' or 'Confidential' in their entirety.
2. Proposer shall cite, for each trade secret being claimed, the Florida Statute number which supports the designation.
3. Proposer shall offer a brief written explanation as to why information claimed as trade secret fits the cited Statute.

4. Proposer shall provide an additional electronic copy of its Response that redacts all designated trade secrets.

E. TAB 5 - PROPOSER STATEMENT OF ORGANIZATION

In Tab 5, provide information and documentation on Proposer as follows:

1. Legal contracting name including any dba.
2. State of organization or incorporation.
3. Ownership structure of Proposer's company.

(e.g., Sole Proprietorship, Partnership, Limited Liability Corporation, Corporation)
4. Federal Identification Number.
5. A fully completed (signed and dated) copy of Proposer's W-9.
6. Contact information for Proposer's corporate headquarters and local office (if different) NOTE: local is defined as Manatee, DeSoto, Hardee, Hillsborough, Pinellas or Sarasota counties.
 - i. Address
 - ii. County, State, Zip
 - iii. Phone
 - iv. Number of years at this location
7. List of officers, owners and/or partners, or managers of the firm. Include names, addresses, email addresses, and phone numbers.
8. Provide supporting documentation from the certifying agent indicating Proposer is a certified Minority-owned Business Enterprise, if applicable.
9. Contact information for Proposer's primary and secondary representatives during this RFP process to include the following information:
 - i. Name
 - ii. Phone
 - iii. E-mail
 - iv. Mailing Address
 - v. County, State, Zip
10. Provide a brief summary regarding any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer,

any of its partners, employees or subcontractors is or has been involved within the last three years.

11. Provide details of any ownership changes to Proposer's organization in the past three years or changes anticipated within six months of the Due Date and Time (e.g., mergers, acquisitions, changes in executive leadership).

F. TAB 6 – RESPONDENT AND TEAM'S EXPERIENCE

In Tab 6, provide details of Proposer and its team's experience to include the following:

1. Provide a summary of Proposer's background, size and years in business.
2. Describe Proposer's experience in construction management services for other government agencies, particularly those within Florida.
3. Provide Proposer's years of experience in construction management projects for gymnasiums and community centers, particularly those for municipalities.
4. Identify and include information regarding experience and qualifications of Proposer's key staff (e.g., construction manager, site foremen or supervisors) to be assigned to the services. Include a resume for each with the name of the firm(s) for their current and previous employers, their full names, professional credentials (e.g., certifications and/or licenses), and roles and duties which the individuals will provide to the County. Include the address of their current primary office location, email address and phone number.
5. Identify any proposed sub-contractors to accomplish the work. Include the company name, the name of the individual(s) to be assigned, and an overview of their experience and qualifications applicable to their role in the provision of design-build services for the County.
6. Describe any significant or unique accomplishments, recognition, or awards received by Proposer, its key personnel, or its subcontractors for previous similar services.
7. Provide a minimum of five client references for construction manager at risk services performed by Proposer, who are agreeable to responding to an inquiry by the County. References should include the following information:
 - i. Client name
 - ii. Client address
 - iii. Client contact name
 - iv. Client contact phone and fax numbers

- v. Client contact email address
- vi. Brief description of work (1-2 sentences)
- vii. Performance period (start/end dates)
- viii. Total dollar value of contract

G. TAB 7 - APPROACH

In Tab 7, provide Proposer's project approach to include the following:

1. A narrative of the project approach and an explanation of how this approach meets County objectives and requirements as specified in this RFQ.
2. An explanation of Proposer's technical ability to perform all facets of the scope of services defined in Attachment A. If more than one Proposer is jointly filing a Response, details must be provided to clearly demonstrate individual roles and responsibility for all components of the project.
3. Details of implementation plan and project scheduling to meet County requirements. Provide an implementation schedule for each component of services (e.g., pre-construction, demolition, construction). NOTE: Proposer must commit to a timetable of no more than 365 calendar days for substantial completion of the project.
4. Provide a narrative of the methodology for engaging with County representatives in-the-course of performing the duties.
5. Proposer shall thoroughly explain:
 - i. Its accessibility in the areas of availability for meetings, general communications, coordination, and supervision
 - ii. How Proposer physically plans on attending pre-scheduled meetings
 - iii. How Proposer plans on ensuring accessibility and availability during the term of the Agreement
6. Proposer's Risk Management and Safety Plan that includes a list of risks related to the provision of services and Proposer's proposed mitigation procedures for each item.
7. Include a detailed description of the Proposer's safety plan to control the environment of the work site during on site construction.
8. Provide sample reports Proposer has previously used on construction management projects that demonstrate the following:
 - i. Knowledge of local site conditions and applicable regulatory requirements.
 - ii. Ability to creatively resolve problems and construction challenges.
 - iii. A sample schedule that illustrates the firm's overall scheduling capabilities.
9. Describe the firm's scheduling and cost control system and methods for

securing subcontractor's adherence to schedule.

10. Proposers are encouraged to propose the use of as many environmentally preferable, sustainable, 'green' products, materials and supplies to promote a safe and healthy environment. Submit a summary of Proposer's environmental sustainability initiatives and any products, materials or supplies that are proposed for the County's work that have documented evidence of reducing adverse effects on the environment.
11. Provide a statement on company letterhead and signed by an authorized official of Proposer attesting to its commitment to meet the County's time and budget requirements for all assigned work.
12. Submit any additional information not previously requested which Proposer believes would assist County in the evaluation of Proposer's approach to provide the required services.

H. TAB 8 - ORGANIZATIONAL STRUCTURE AND CAPACITY

In Tab 8, provide Proposer's project approach to include the following:

1. Identify whether or not the Proposer is a certified minority business enterprise and include as copy of the applicable document from the certifying agency.
2. Submit details of Proposer's staffing resources, at the location that will provide services to the County as well as corporately; by discipline and the number of personnel within each discipline.
3. Detail the location of the managing office and what plans will be adopted to ensure County citizens receive consideration for employment; and suppliers located within the County will be used for the acquisition of goods and services needed to perform the scope of services.
4. If Proposer's staffing resources includes sub-consultants, submit the name of the firm(s) who will perform each discipline. If more than one firm is listed for a discipline, then label which firm is the primary firm for that discipline. Firms may perform more than one discipline.
5. Submit an organizational diagram clearly identifying key personnel as well as other staffing resources who are designated to provide services to the County. For each individual in the organization diagram, include each individual's name, title, firm and indicate their functional relationship to each other.
6. If Proposer is teaming with other entities to provide the required goods and services, detail any prior similar work any two or more team members have jointly performed.
7. If a joint venture is proposed, provide an affidavit attesting to the formulation of the joint venture and provide proof of incorporation as a joint venture or a

copy of the formal joint venture agreement between all joint venture parties, indicating their respective roles, responsibilities, and levels of participation in the project.

8. An explanation, in general terms, of Proposers' financial capacity to perform the scope of services. If Proposer is jointly filing a Response with other entities, details must be provided to demonstrate financial capacity of each entity.
9. Provide a statement on company letterhead and signed by a company official authorizing a County auditor and/or financial analysts access to your financial records, including all records prepared by an independent firm, or the financial records of other entities for which you have ownership interest. Such access will occur at the primary location of the Proposer, or such other location as may be agreed, for the purposes of verifying financial representations, and/or to review and assess the historical and current financial capacity of Proposer's business entity and its expected ability to meet ongoing financial obligations related to the required services, if awarded a contract. If an audit is conducted, the County's audit and/or financial analysts will report their findings in a summary report to the Procurement Official, which will be placed in the Response files for subsequent use, review, and discussions during evaluations.
10. Disclose any ownership interest in other entities proposed for services. This ownership disclosure includes ownership by the Proposer through a parent, subsidiary or holding company or any other form of business entity. Submit entity names and the percent of ownership for each.
11. Detail Proposer and any subcontractor's current workloads and any projected changes to the workload within the next six months.
12. Provide details of Proposer's capacity to bond the project. Include a letter of intent from Proposer's bonding company which confirms Proposer's bonding capacity.
13. Submit any additional information not previously requested which Proposer believes would assist County in the evaluation of Proposer's capacity to provide the required services.

I. TAB 9 - SIMILAR COMPLETED PROJECTS

Provide a list of up to ten construction managed projects which Proposer has

successfully completed (certificate of occupancy has been issued) since 2010, particularly those for governmental agency owned parks with gymnasiums and community centers. Include the following information:

- i. Organization/Owner name
- ii. Address (County/State)
- iii. Project date (Start/End)
- iv. Proposer's role in the project (e.g., prime/lead, sub)
- v. Scope of work (Brief description 1-2 sentences)
- vi. Total project costs

NOTE: Representative photographs and exhibits supporting the above projects are permitted as an attachment to this section. (limit ten pages).

J. TAB 10 - VOLUME OF WORK

Provide a list of projects that have been awarded to the Proposer and any subcontractor by Manatee County in the past two years since November 2017. Include the following information for each:

- i. Name of the project
- ii. Date of award
- iii. Dollar value of the construction work

END OF ATTACHMENT B

Attachment C, John Marble Park Site Layout

LEGEND

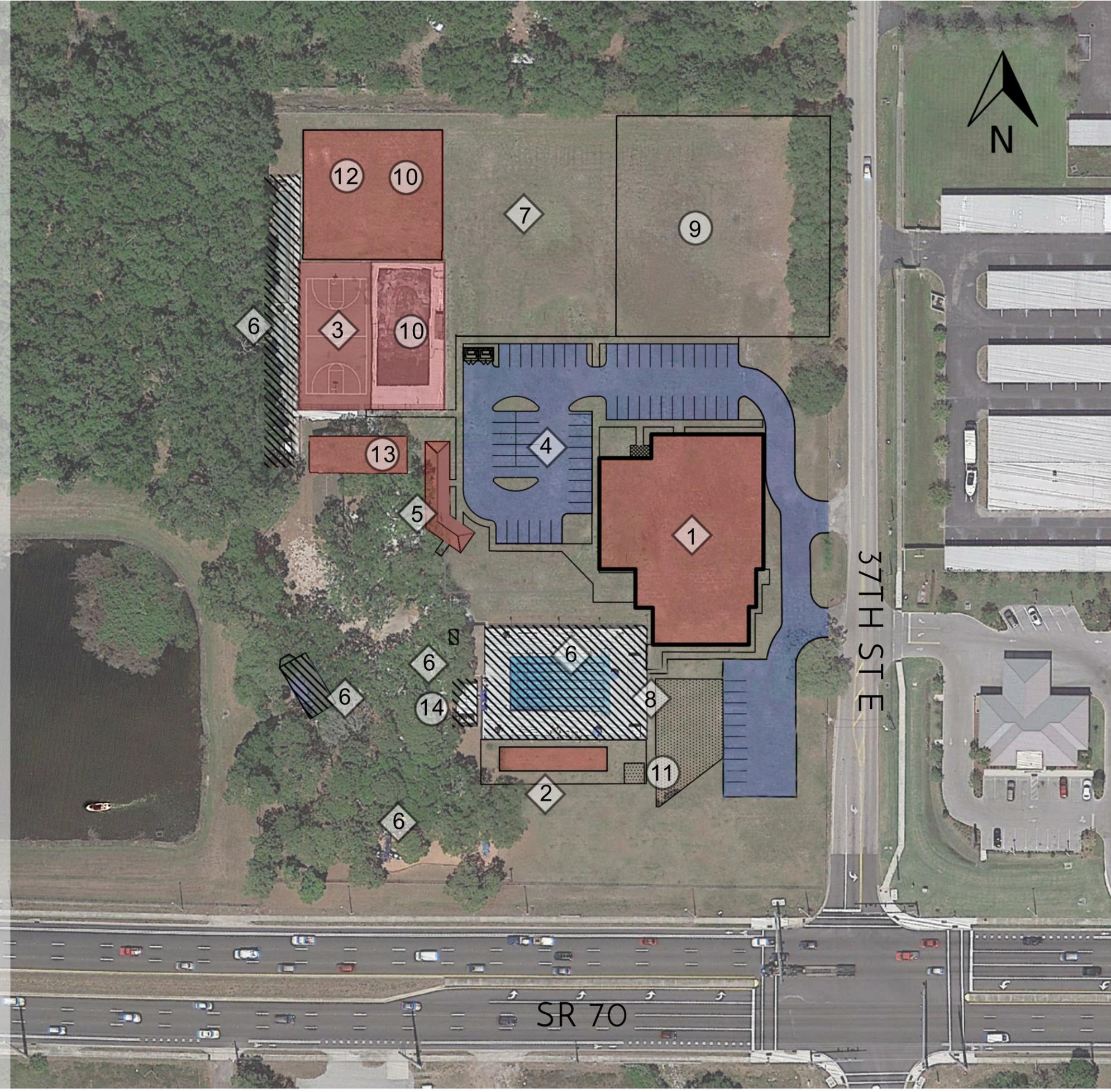
- NEW CONSTRUCTION
- NEW PARKING
- EXISTING TO REMAIN

PROPOSED PROJECT

- 1 DEMOLISH, REMOVE AND REPLACE EXISTING GYMNASIUM
- 2 EXPAND DECK ON EXISTING POOL AND CONSTRUCT PICNIC PAVILION
- 3 DEMOLISH REMOVE AND REPLACE EXISTING TENNIS COURT
- 4 DEMOLISH REMOVE AND REPLACE EXISTING PARKING LOT
- 5 CONSTRUCTING NEW PAVILION / RESTROOM FACILITY
- 6 EXISTING FACILITIES TO REMAIN
- 7 STORMWATER
- 8 DEMO BATH HOUSE

FUTURE IMPROVEMENTS

- 9 DOG PARK
- 10 PICKLE BALL COURTS
- 11 SPLASH PAD
- 12 BASKET BALL COURTS
- 13 REMOVE & REPLACE MAINTENANCE / STORAGE BUILDING (1000 SQFT)
- 14 RECONFIGURE EXISTING POOL PUMP PIT



JOHN H. MARBLE PARK

37TH STE

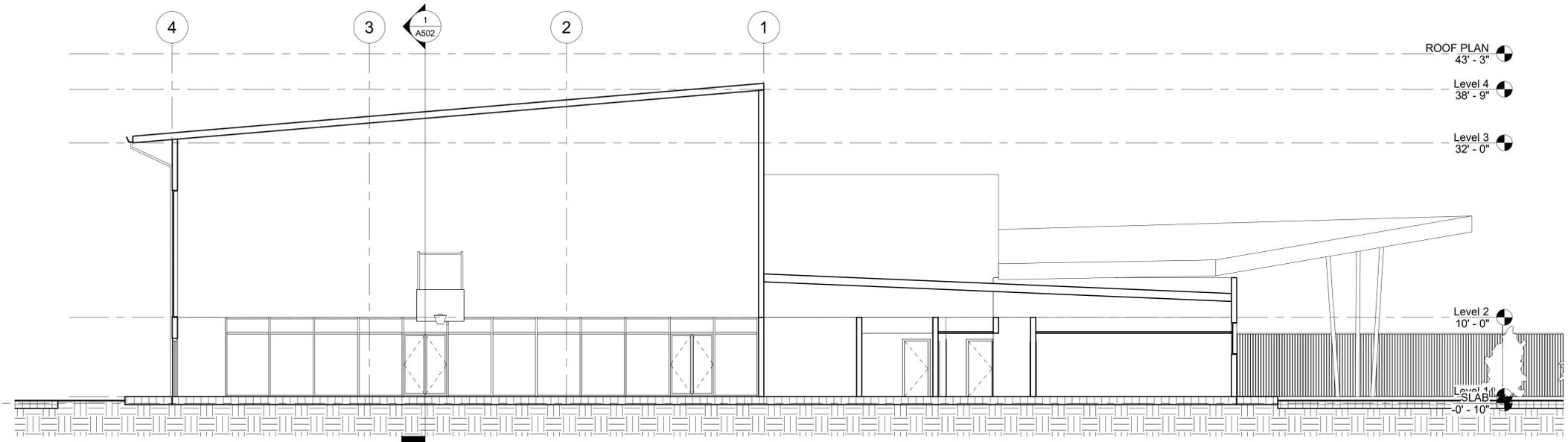
SR 70



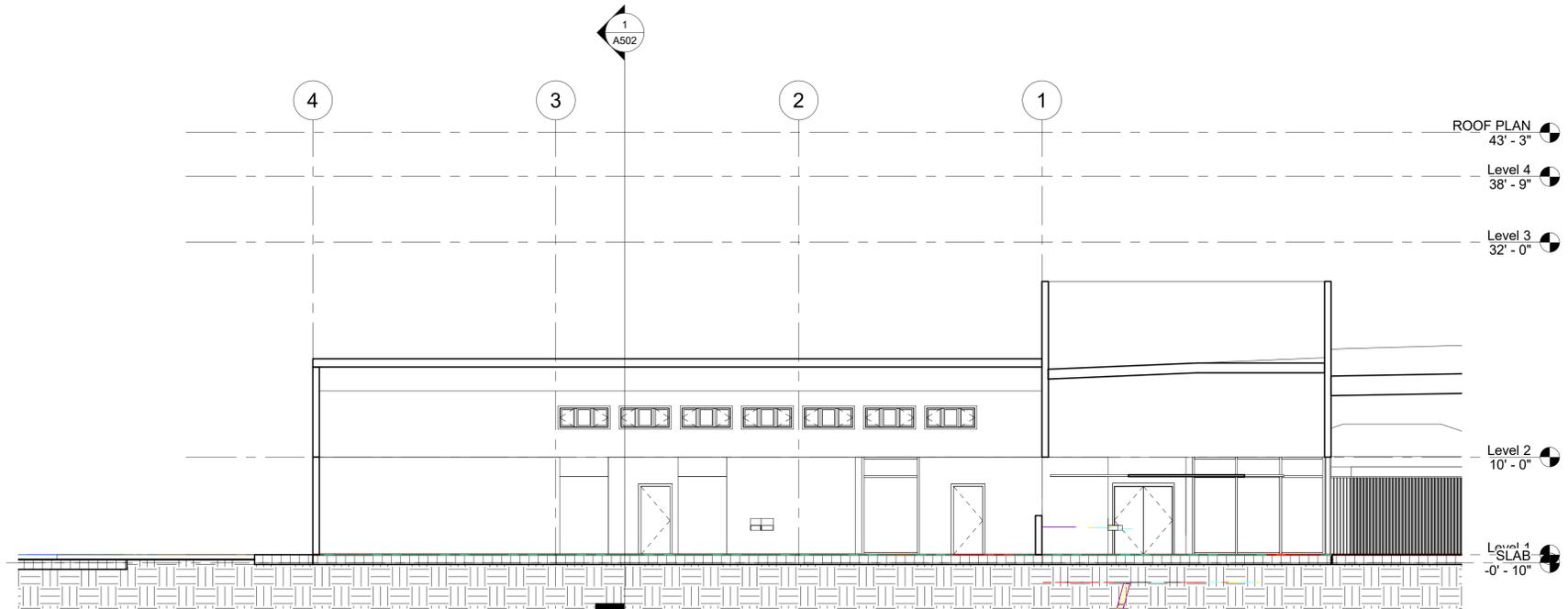
Attachment D, 30% Plan Set

BUILDING SECTIONS

JOHN H MARBLE PARK
 3675 53rd Ave E. Bradenton, FL 34203



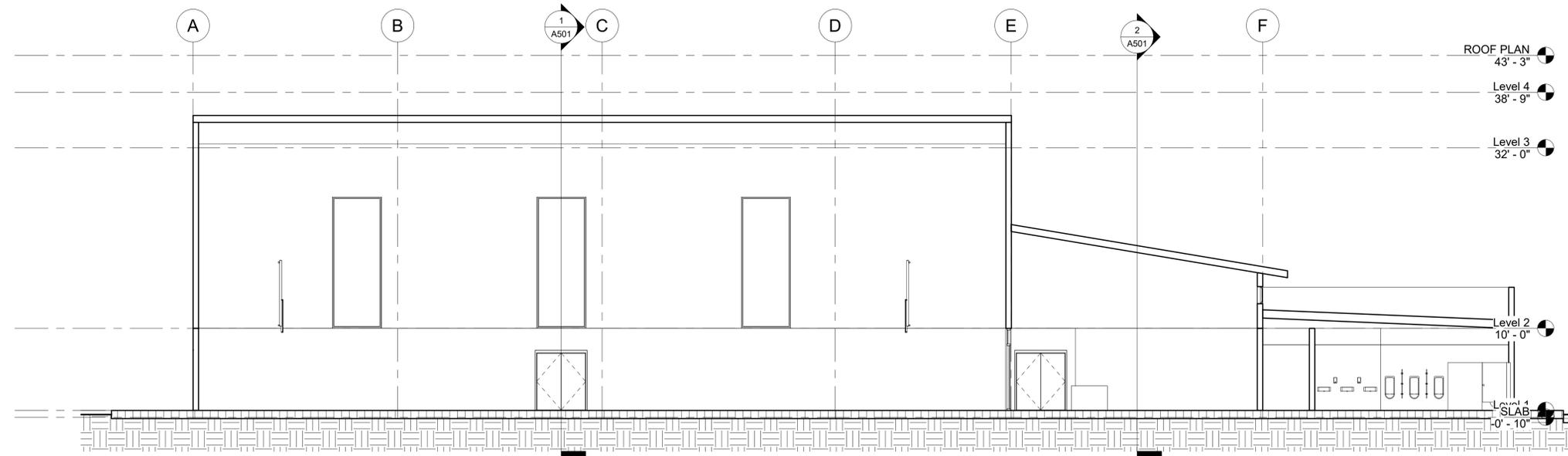
① EAST/WEST BUILDING SECTION 1
 1/8" = 1'-0"



② EAST/WEST BUILDING SECTION 2
 1/8" = 1'-0"

No.	Description	Date

Project Number: 180725
 Project Date: 07/24/18
 Drawn By: CARLOS D. UGARTE
 Checked By: CARLOS D. UGARTE
 Issued Date: 07/24/18
 Author: CARLOS D. UGARTE
 Checker: CARLOS D. UGARTE
 LIC. NO. AR-0010725



1 NORTH/SOUTH BUILDING SECTION
1/8" = 1'-0"

BUILDING SECTIONS

JOHN H MARBLE PARK
3675 53rd Ave E. Bradenton, FL 34203

No.	Description	Date

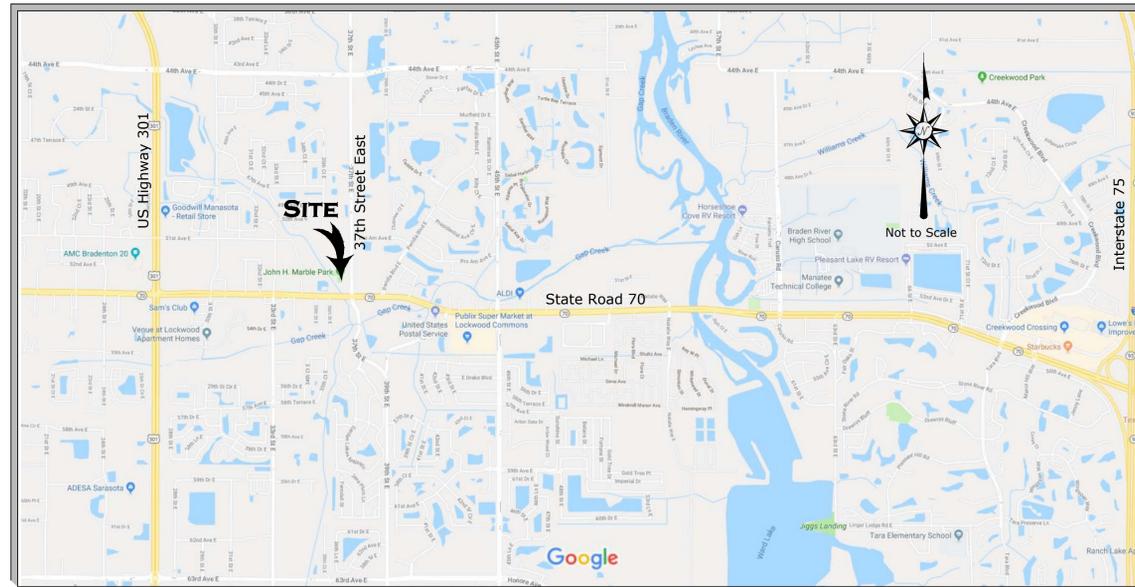
COPYRIGHT: UGARTE & ASSOCIATES, INC. 2018	Project Number	Project
	Date	Issue Date
	Drawn By	Author
	Checked By	Checker
07/24/18		
CARLOS D. UGARTE LIC. NO. AR-0010725		

Attachment E, Boundary and Topographic Survey

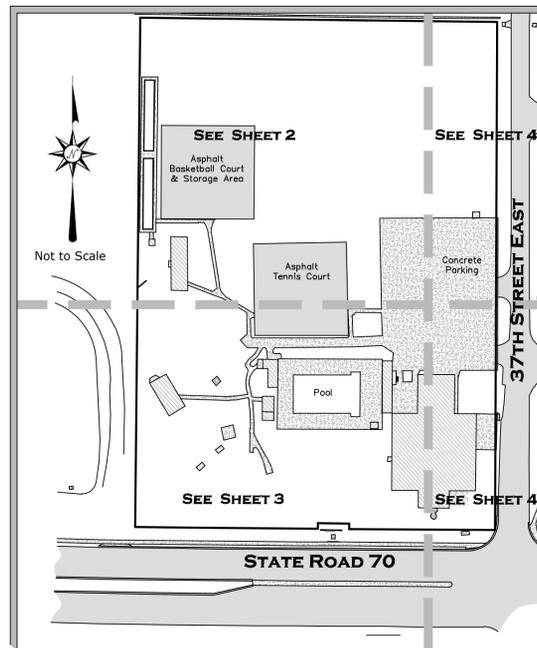
BOUNDARY & TOPOGRAPHIC SURVEY

John H. Marble Park
 Section 8, Township 35 South, Range 18 East
 3675 53rd Avenue East, Bradenton, Florida

LOCATION MAP



SHEET KEY



DESCRIPTION: (Official Records Book 1463, Page 6131)

From the SE corner of the SW 1/4 of the SE 1/4 of the SE 1/4 of Section 8, Township 35 South, Range 18 East, go West 200 feet and 250 feet North for a point of beginning, thence West 460 feet, thence North 460 feet, thence East 460 feet, thence South 460 feet to the point of beginning.

ALSO: Begin at the SE corner of SW 1/4 of SE 1/4 of SE 1/4 of Section 8, Township 35 South, Range 18 East, West 200 feet for a point of beginning, thence North 250 feet parallel to a public easement as described in OR Book 125, Page 269, to the south boundary of lands owned by Oneco Youth Center as described in OR Book 119, page 347, thence West 360 feet, thence South 250 feet to the north boundary of SR 70, thence East to the point of beginning, all being and lying in Section 8, Township 35 South, Range 18 East, Manatee County, Florida.

ALSO: Begin at the SE corner of SW 1/4 of SE 1/4 of Section 8, Township 35 South, Range 18 East, West 560 feet for a point of beginning, thence North 250 feet parallel to a public easement as described in OR Book 125, page 269, to the south boundary of lands owned by Oneco Youth Center as described in OR Book 119, page 347, thence West 100 feet to east boundary of the SW 1/4 of SE 1/4 of SE 1/4 thence South 250 feet to the north boundary of SR 70, thence East to the point of beginning, all being and lying in Section 8, Township 35 South, Range 18 East.

Which three contiguous parcels may instead be described as:

From the SE corner of SW 1/4 of SE 1/4 of Section 8, Township 35 South, Range 18 East, go West 200 feet for a point of beginning, thence North 710 feet parallel to a public easement as described in O.R. Book 125, page 269, thence West 460 feet to east boundary of the SW 1/4 of SE 1/4 of SE 1/4, thence South 710 feet to the north boundary of SR 70, thence East 460 feet to the point of beginning, all being and lying in Section 8, Township 35 South, Range 18 East, Manatee County, Florida.

LESS the following three (3) Right of Way acquisitions:

- (1) Lands described in Official Records Book 375, Page 461, Public Records of Manatee County, Florida.
- (2) Lands described as Parcel 146 in Official Records Book 1473, Page 1321, Public Records of Manatee County, Florida.
- (3) Lands described in Official Records Book 1438, Page 4759, Public Records of Manatee County, Florida.

REPORT OF SURVEY

Accuracy

Horizontal - The accuracy obtained by measurement and calculation of a closed geometric figure was found to be 1 foot in 62,177 feet.

Vertical - The accuracy obtained by a closed unadjusted level loop, based on National Geodetic Survey Bench Mark # NGS BM F564 DE8708, published elevation 21.07 NAVD 88 datum produced a vertical unadjusted error of 0.00'.

Data Sources:

1. Quit Claim Deed recorded in Official Records Book 1463, Page 6131, Public Records of Manatee County, Florida.
2. Warranty Deed recorded in Official Records Book 1242, Page 1164, Public Records of Manatee County, Florida.
3. Warranty Deed recorded in Official Records Book 2298, Page 5393, Public Records of Manatee County, Florida.
4. Special Warranty Deed recorded in Official Records Book 2473, Page 5742, Public Records of Manatee County, Florida.
5. Order of Taking recorded in Official Records Book 1460, Page 2053, Public Records of Manatee County, Florida.
6. Special Warranty Deed recorded in Deed Book 375, Page 461, Public Records of Manatee County, Florida.
7. Warranty Deed recorded in Official Records Book 125, Page 269, Public Records of Manatee County, Florida.
8. Warranty Deed recorded in Official Records Book 119, Page 347, Public Records of Manatee County, Florida.
9. Warranty Deed recorded in Official Records Book 1375, Page 1930, Public Records of Manatee County, Florida.
10. Deed recorded in Official Records Book 1461, Page 4742, Public Records of Manatee County, Florida.
11. State of Florida Department of Transportation Right of Way Map 13160-2512.
12. State of Florida Department of Transportation Right of Way Map 1316-101.
13. National Geodetic Survey Bench Mark Number F564 DE8708.
14. 2017 geo-rectified aerial imagery furnished by Manatee County.
15. Manatee County Property Appraiser's web site "www.manateepao.com".
16. A Boundary by Bill Roberts, Inc. Dated 4-16-87.
17. A Boundary by George F. Young, Inc. Dated 3-30-88.
18. A Boundary by Demetris Surveying, Inc. Dated 7/7/03.
19. Deed recorded in Official Records Book 1438, Page 4759, Public Records of Manatee County, Florida.
20. Deed recorded in Official Records Book 1473, Page 1321, Public Records of Manatee County, Florida.
21. Plot of Lazy 9 Ranches Plat Book 15, Page 50, Public Records of Manatee County, Florida.
22. No other information was researched or furnished.

Apparent Physical Use:

Commercial

Easements:

1. 60' Public Easement Recorded in Official Records Book 125, Page 269.
2. No other easements were researched or furnished.

NOTES:

1. This map represents a Boundary & Topographic Survey, for the purpose of design and permitting.
2. Horizontal datum is based on the North American Datum (NAD) of 1983 (2011 adjustment), Florida State Plane, West Zone, and was derived from real-time kinematic GPS observations utilizing the Florida Permanent Reference Network (FPRN).
3. There may exist other underground fixed interior improvements that are not visible and are not a part of this survey.
4. Description shown hereon was created by MSB Surveying, Inc. based on Official Records Book 1463, Page 6131, Official Records Book 375, Page 461, Official Records Book 1473, Page 1321 & Official Records Book 1438, Page 4759, all of the Public Records of Manatee County, Florida.
5. Subject to easements and rights of way of record, if any.
6. This map has been prepared without the benefit of a Commitment for Title Insurance or a Title Policy.
7. Parcel shown hereon is situated in Flood Zone "X" & Flood Zone "A" base flood elevation is not determined per map, and must determine by local municipality, per Flood Insurance Rate Map Number 12081C0309E, Effective Date March 17, 2014. Flood zones are scaled from sold map and are subject to interpretation.
8. Elevations shown hereon are in feet and decimals referenced to NAVD 88 and are based on National Geodetic Survey Bench Mark # NGS BM F564 DE8708, published elevation is 21.07'.

Comments:

1. Many drainage structures are filled with debris and / or structures could not be opened. Visual identification of pipe sizes and inverts were not able to be determined at some structures, as noted. Also, some structure inverts were probed when possible, but accuracy is limited due to inaccessibility of structure.
2. The sanitary manhole on the East side of 37th Street East falls in a traffic lane. The manhole cover is inaccessible and has been asphalted over and just the top surface was scraped clean.

Legend

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- ⊭ -Denotes Wood Utility Pole
- ⊮ -Denotes Oak Tree & Size
- ⊯ -Denotes Pine Tree & Size
- ⊰ -Denotes Palm Tree
- ⊱ -Denotes Backflow Preventer
- ⊲ -Denotes Gate Valve
- ⊳ -Denotes Fire hydrant
- ⊴ -Denotes Water Meter
- ⊵ -Denotes Overhead Utility Line
- // — -Denotes Polyvinyl Chloride Pipe
- RCP — -Denotes Reinforced Concrete pipe
- A/C — -Denotes Air Conditioner
- ⊖ -Denotes Conduit
- ⊗ -Denotes Chain Link Fence
- ⊘ -Denotes Wood Fence Unless Otherwise Noted
- ⊙ -Denotes Sanitary Force Main Valve
- ⊚ -Denotes Electric Handhole
- ⊛ -Denotes Telephone Handhole

NOTE:
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 Sheets 1 Through 4
 Are Present

31 SARASOTA CENTER BOULEVARD, SUITE C
 SARASOTA, FLORIDA 34240
 PHONE NO.: (941) 341-9935
 CERTIFICATE OF AUTHORIZATION NO. L.B. 7044
 DASH PR. 030



RICHARD C ABERNATHY, REGISTERED SURVEYOR & MAPPER, P.L.A. CERT. NO. LS 6689
 STATE OF FLORIDA
 OFFICE OF THE STATE SURVEYOR AND MAPPER

CERTIFIED TO:
 Ugarte and Associates Inc.
 DATE OF SURVEY April 24, 2018
 FIELD BOOK: 140 PAGE: 37-39, 40-41, 50-51

BOUNDARY & TOPOGRAPHIC SURVEY

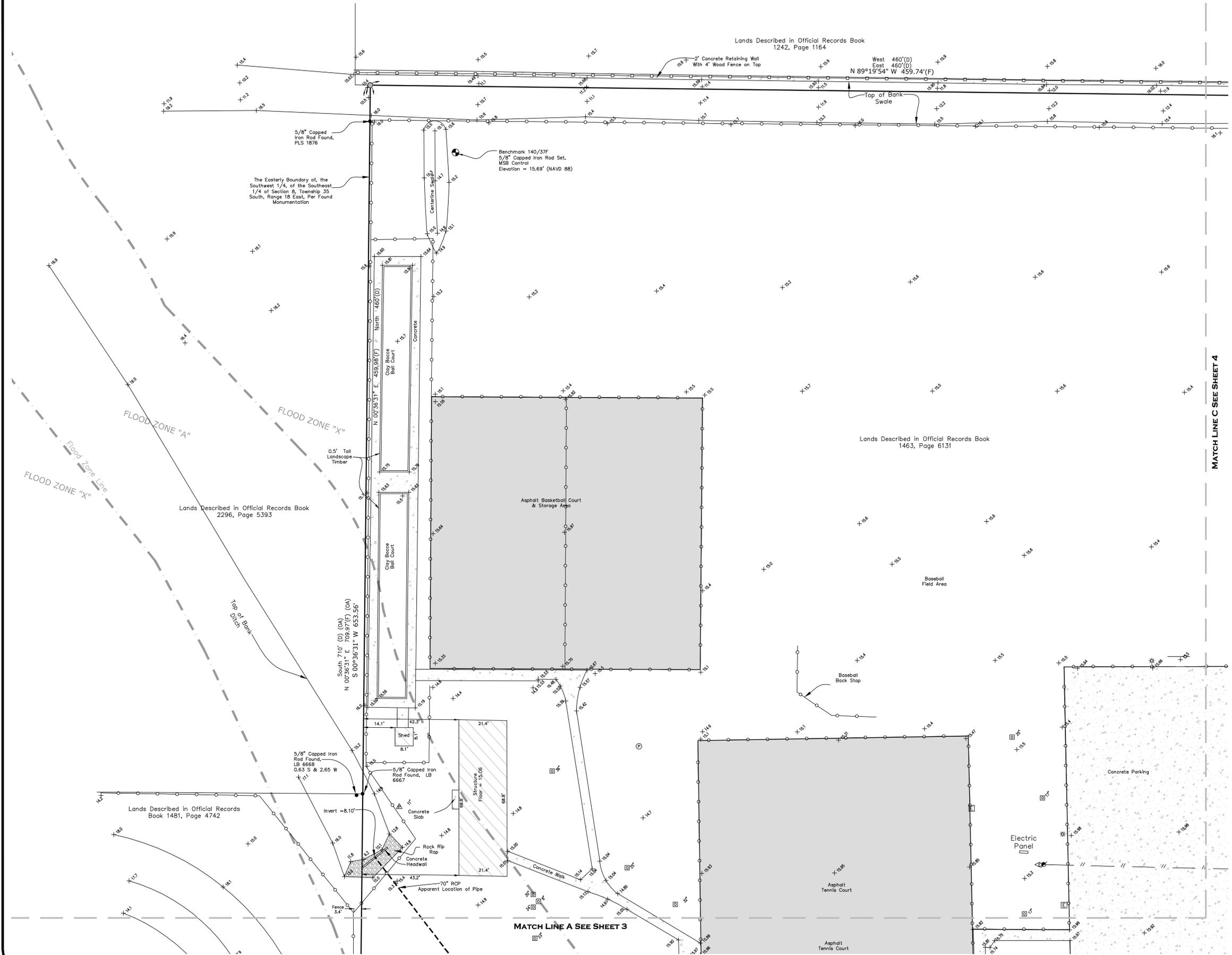
John H. Marble Park
Section 8, Township 35 South, Range 18 East
3675 53rd Avenue East, Bradenton, Florida

Lands Described in Official Records Book
1242, Page 1164

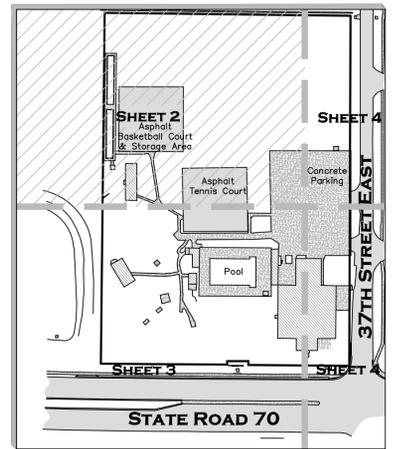
Lands Described in Official Records Book
1463, Page 6131

Lands Described in Official Records Book
2296, Page 5393

Lands Described in Official Records
Book 1481, Page 4742



SHEET KEY



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SCALE: 1"=20'

NOTE:
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SARASOTA, FLORIDA 34240
PHONE NO.: (941) 341-9935
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DRAWN BY: DMO

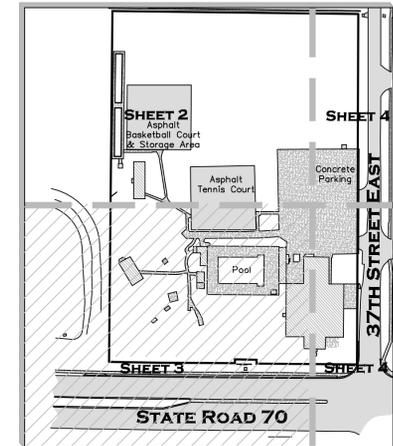


CERTIFIED TO:
Ugarte and Associates Inc.
DATE OF SURVEY April 24, 2018
FIELD BOOK: 140 PAGE: 37-39, 40-41, 50-51

BOUNDARY & TOPOGRAPHIC SURVEY

John H. Marble Park
Section 8, Township 35 South, Range 18 East
3675 53rd Avenue East, Bradenton, Florida

SHEET KEY



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Curve Table

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1 (F)	11383.18'	0°29'42"	S 89°18'15" E	98.59'	98.59'
C1 (D)	11383.18'	0°29'40.8"	S 89°18'17" E	98.67'	98.28'

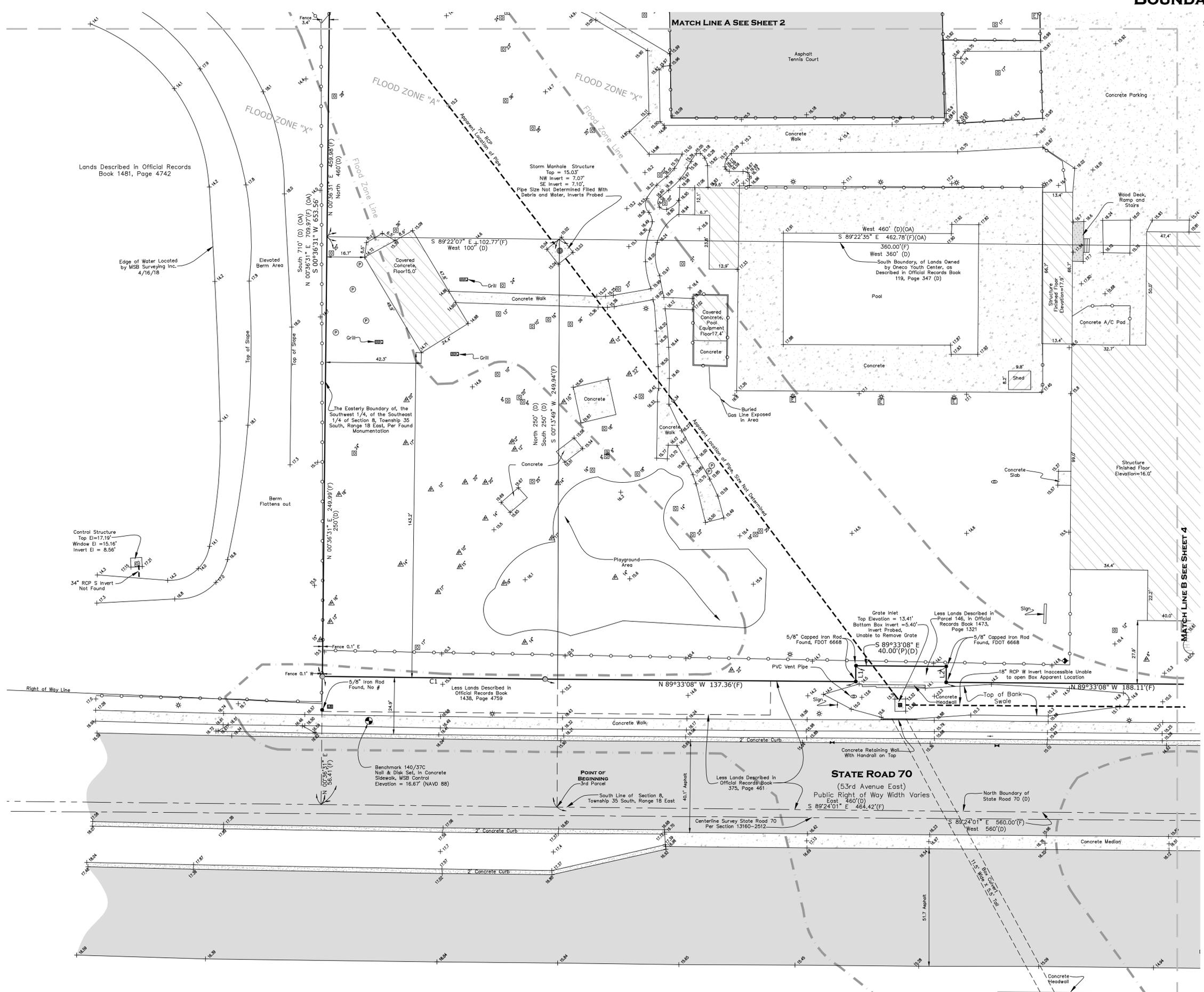
Line Table

LINE	BEARING	DISTANCE
L1	N 00°26'52" E	7.00'
L2	S 00°26'52" W	7.00'



SCALE: 1"=20'

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Lands Described in Official Records
Book 1481, Page 4742

Edge of Water Located
by MSB Surveying Inc.
4/16/18

Elevated Berm Area

Berm
Flattens out

Control Structure
Top El=17.19'
Window El =16.16"
Invert El = 8.56'

34" RCP S Invert
Not Found

The Easterly Boundary of the
Southwest 1/4 of the Southeast
1/4 of Section 8, Township 35
South, Range 18 East, Per Found
Monumentation

Storm Manhole Structure
Top = 15.03'
NW Invert = 7.07'
SE Invert = 7.10'
Pipe Size Not Determined Filled With
Debris and Water, Inverts Probed

Grate Inlet
Top Elevation = 13.41'
Bottom Box Invert = 5.40'
Invert Probed,
Unable to Remove Grate

Less Lands Described in
Parcel 146, in Official
Records Book 1473,
Page 1321

Less Lands Described in
Official Records Book
1438, Page 4759

Less Lands Described in
Official Records Book
375, Page 461

STATE ROAD 70
(53rd Avenue East)
Public Right of Way Width Varies
East 460'(D)
S 89°24'01" E 560.00'(F)
West 560'(D)

Centerline Survey State Road 70
Per Section 13160-2512

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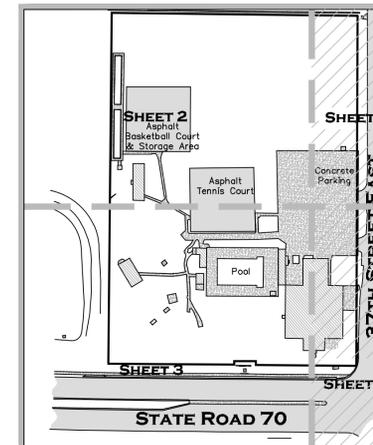
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SHEET 3 OF 4
180328
JOB NUMBER

BOUNDARY & TOPOGRAPHIC SURVEY

John H. Marble Park
Section 8, Township 35 South, Range 18 East
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SHEET KEY



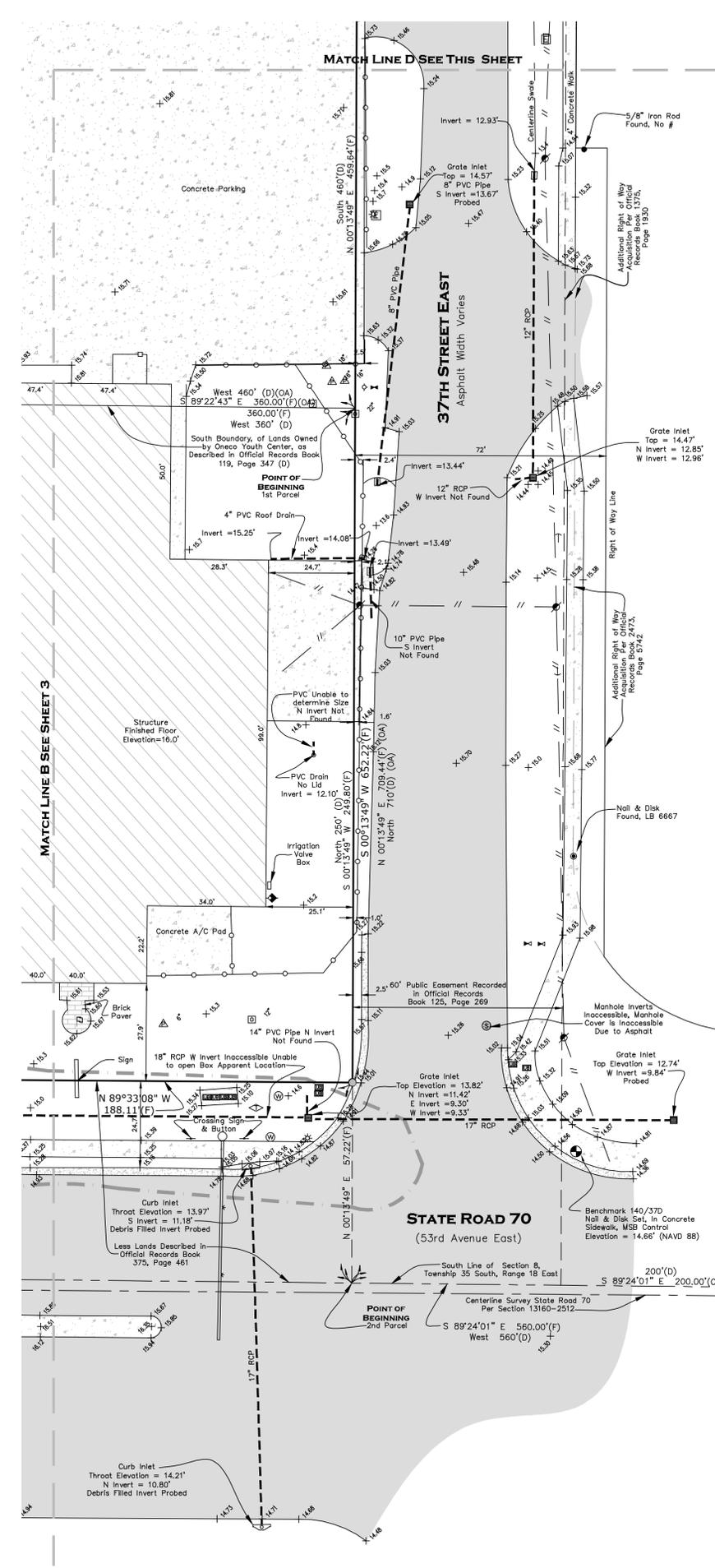
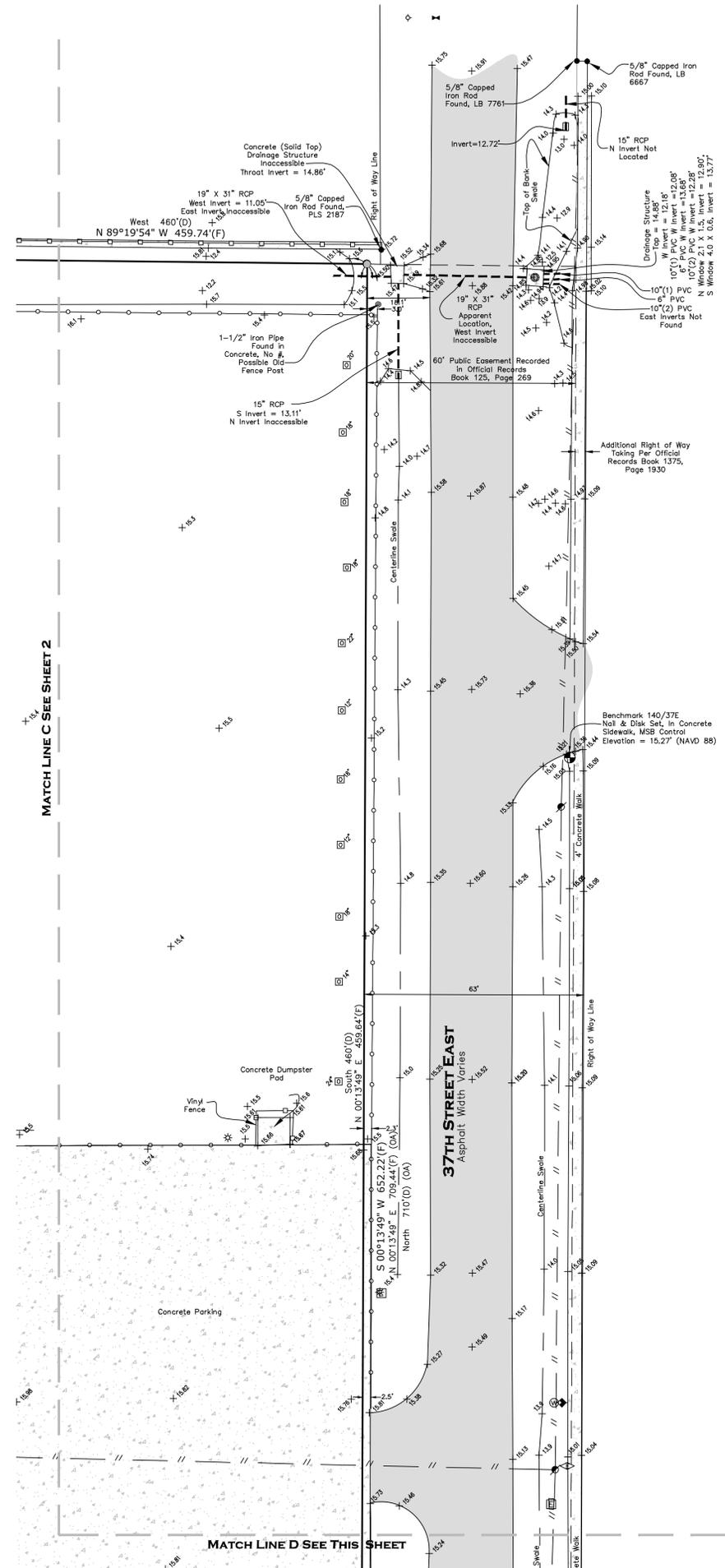
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SHEET 4 OF 4
180328
JOB NUMBER

Attachment F, Asbestos and Geotechnical Reports

**NESHAP ASBESTOS DEMOLITION SURVEY
GYMNASIUM, PAVILION AND CONCRETE PARKING LOT
ASSOCIATED WITH THE JOHN H. MARBLE PARK
LOCATED AT 3675 53RD AVENUE EAST
BRADENTON, MANATEE COUNTY, FLORIDA**

PSI PROJECT NO. 05522672

Professional Service Industries, Inc.
5801 Benjamin Center Drive, Suite 112, Tampa, FL 33634
Phone: (813) 886-1075
Fax: (813) 249-4916

Ms. Debra Leavenworth
Construction Coordinator
Manatee County Property Management
Construction Services Division
1112 26th Ave. West, Suite #868
Bradenton, FL 34205
debra.leavenworth@mymanatee.org

Re: Work Assignment No. 37PE
IFAS #W1800308
Contract #16-0759CP
Professional Environmental Services
NESHAP Asbestos Demolition Survey
Gymnasium, Pavilion and Concrete Parking Lot
Associated with the John H. Marble Park
Located at 3675 53rd Avenue East,
Bradenton, Manatee County, Florida

Dear Ms. Leavenworth:

Professional Service Industries, Inc. (PSI), an Intertek company, was contracted by Manatee County Government per IFAS #W1800308 referencing Work Assignment No. 37PE dated April 16, 2018 to perform a National Emissions Standard for Hazardous Air Pollutants (NESHAP) asbestos demolition survey. On June 22, 2018, PSI representatives Mr. Robert "Jay" Mundy and Mr. Joseph Adelman (AHERA accredited asbestos inspectors) conducted the asbestos survey of suspect asbestos-containing materials of the gymnasium, pavilion and concrete parking lot associated with the John H. Marble Park located at 3675 53rd Avenue East, Bradenton, Manatee County, Florida.

On the morning of April 16, 2018, weeks prior to starting this survey, PSI met Ms. Leavenworth of Manatee County Property Management at the site to review the scope of demolition work and to obtain information to prepare a work assignment to perform this NESHAP asbestos demolition survey of the gymnasium, pavilion and concrete parking lot. At that meeting, Ms. Leavenworth notified PSI that the basketball court, tennis courts, pool, aquatics building, pool pumphouse and storage shed located within the park were to remain and are not to be a part of the scope of work or included in this final report.

ATTACHMENT F

On the morning of June 22, 2018, while PSI was on the roof preparing to start the survey, Ms. Leavenworth arrived to confirm that PSI had access to the gymnasium and all areas to perform the survey. The John H. Marble Park was operational at the time of the survey and summer day-camp was in session within the gymnasium. Counselors in charge of the day-camp helped provide PSI with access to all areas within the gymnasium, while at the same time all non-PSI personnel were kept at a safe distance from any sampling activities during the entire survey. At the completion of the survey, Ms. Leavenworth was notified via email that field work for the survey was complete.

This survey is limited to the materials referenced in the table below. If additional materials not listed in the table are observed during demolition activities and are scheduled to be impacted, then those materials must first be tested prior to being disturbed. No labeled fire-rated doors, pipe insulation or vermiculite (within the cells of the masonry block) was observed during the survey.

This survey is intended to comply with the NESHAP and Manatee County Code requirements for demolition. This survey is limited to the materials collected and laboratory tested and are referenced in the following table.

During the NESHAP asbestos demolition survey, the inspectors collected a total of one hundred sixteen (116) samples from fifty-four (54) homogeneous areas of suspect asbestos-containing materials. Samples were laboratory analyzed by Polarized Light Microscopy (PLM). The following chart lists the materials sampled, sample locations, approximate quantity of materials located throughout the surveyed area and percentage of asbestos fibers found in the materials sampled. The results of our analytical testing are discussed in the following table.

HA No.	SAMPLE NO.	MATERIAL DESCRIPTION	SAMPLED LOCATION	APPROX. QUANTITY ⁽¹⁾	% ASBESTOS TYPE	NESHAP CATEGORY
Gymnasium						
01	01	White caulk over white caulk	Roof, northwest corner, southeast corner of canopy	N/A ⁽²⁾	NAD ⁽³⁾	N/A
01	02	White caulk over white caulk	Roof, northwest corner, southwest corner of canopy		NAD	N/A
02	03	Gray roof ridge seam caulk	Roof, north end, middle	N/A	NAD	N/A
02	04	Gray roof ridge seam caulk	Roof, north end, middle		NAD	N/A
02	05	Gray roof ridge seam caulk	Roof, center, north end		NAD	N/A
03	06	Gray seam caulk	Roof, northeast corner area	N/A	NAD	N/A
03	07	Gray seam caulk	Roof, northwest corner area		NAD	N/A

ATTACHMENT F

HA No.	SAMPLE NO.	MATERIAL DESCRIPTION	SAMPLED LOCATION	APPROX. QUANTITY ⁽¹⁾	% ASBESTOS TYPE	NESHAP CATEGORY
04	08	Black roofing patch tape	Roof, center, northwest	N/A	NAD	N/A
04	09	Black roofing patch tape	Roof, center northeast		NAD	N/A
05	10	White caulk over gray caulk	Roof, center, northwest	N/A	NAD	N/A
05	11	White caulk over gray caulk	Roof, center, northeast		NAD	N/A
06	12	White caulk	Exterior, upper window, southeast corner	2 sq. ft.	5% Chry.⁽⁴⁾	Category II⁽⁵⁾
07	13	Gray caulk	Exterior, upper window, east side, middle	N/A	NAD	N/A
08	14	Black caulk	Exterior, upper window, northeast corner	N/A	NAD	N/A
09	15	Whit/yellow caulk	Exterior, lower window, east side, north end	N/A	NAD	N/A
10	16	White door caulk	Exterior, northeast corner area	N/A	NAD	N/A
11	17	Gray base caulk	Exterior, south AHU area, northwest corner	N/A	NAD	N/A
11	18	Gray base caulk	Exterior, south AHU area, north end, east side		NAD	N/A
12	19	White HVAC duct seam caulk	Exterior, north AHU area, center	N/A	NAD	N/A
12	20	White HVAC duct seam caulk	Exterior, south AHU area, north end		NAD	N/A
13	21	Black vibration cloth	Exterior, north AHU area, center	N/A	NAD	N/A
14	22	White HVAC duct mastic	Exterior, north AHU area, center area	N/A	NAD	N/A
14	23	White HVAC duct mastic	Exterior, south AHU area, north end, middle		NAD	N/A
15	24	Yellow AHU insulation glue	Exterior, north AHU area, inside door of AHU	N/A	NAD	N/A
15	25	Yellow AHU insulation glue	Exterior, south AHU area, inside door of AHU		NAD	N/A
16	26	Gray pipe base caulk	Roof, east side area, north end	N/A	NAD	N/A
16	27	Gray pipe base caulk	Roof, east side area, south end		NAD	N/A

ATTACHMENT F

HA No.	SAMPLE NO.	MATERIAL DESCRIPTION	SAMPLED LOCATION	APPROX. QUANTITY ⁽¹⁾	% ASBESTOS TYPE	NESHAP CATEGORY
17	28	Gray concrete	Exterior, north AHU area, north end, middle	N/A	NAD	N/A
17	29	Gray concrete	Exterior, south AHU area, southeast corner		NAD	N/A
17	30	Gray concrete	Exterior, east side concrete pad area, south end, middle		NAD	N/A
18	31	Gray A/C pad concrete	Exterior, south AHU area, southwest corner	N/A	NAD	N/A
19	32	Yellow 2' x 4' fiberglass ceiling panel glue	Arts & Crafts room, center	N/A	NAD	N/A
19	33	Yellow 2' x 4' fiberglass ceiling panel glue	Men's restroom, center		NAD	N/A
19	34	Yellow 2' x 4' fiberglass ceiling panel glue	Hallway, center		NAD	N/A
20	35	2' x 4' White pinhole patterned ceiling panel	Men's restroom, center, east	N/A	NAD	N/A
20	36	2' x 4' White pinhole patterned ceiling panel	Women's restroom, center		NAD	N/A
21	37	2' x 4' White random fissure ceiling panel	Lunchroom, northeast corner	N/A	NAD	N/A
21	38	2' x 4' White random fissure ceiling panel	Lunchroom, center		NAD	N/A
21	39	2' x 4' White random fissure ceiling panel	Lunchroom, southwest corner		NAD	N/A
22	40	White ceramic floor tile grout and gray thin-set	Men's restroom, shower, southeast corner	N/A	NAD	N/A
22	41	White ceramic floor tile grout and gray thin-set	Women's restroom, shower, northeast corner		NAD	N/A
23	42	White wall plaster	Men's restroom, northeast corner	N/A	NAD	N/A
23	43	White wall plaster	Purple room, north end, middle		NAD	N/A
23	44	White wall plaster	Women's restroom, southeast corner		NAD	N/A
24	45	White chair rail caulk	Men's restroom, north end, middle	N/A	NAD	N/A
24	46	White chair rail caulk	Women's restroom, south end, middle		NAD	N/A
25	47	Black ceramic floor tile grout and gray thin-set	Kitchen closet, northeast corner	N/A	NAD	N/A
25	48	Black ceramic floor tile grout and gray thin-set	Lunchroom, west side, middle		NAD	N/A

ATTACHMENT F

HA No.	SAMPLE NO.	MATERIAL DESCRIPTION	SAMPLED LOCATION	APPROX. QUANTITY ⁽¹⁾	% ASBESTOS TYPE	NESHAP CATEGORY
26	49	White ceramic wall tile grout and white thin-set	Men's restroom, northwest corner	N/A	NAD	N/A
26	50	White ceramic wall tile grout and white thin-set	Women's restroom, southwest corner		NAD	N/A
27	51	12" x 12" Blue vinyl floor tile and yellow glue	Art & Craft room, southwest corner	N/A	NAD	N/A
27	52	12" x 12" Blue vinyl floor tile and yellow glue	Hallway, west side, middle		NAD	N/A
27	53	12" x 12" Blue vinyl floor tile and yellow glue	Gym, southwest corner		NAD	N/A
28	54	12" x 12" White with gr streaks vinyl floor tile and beige glue	Gym, west side, middle	N/A	NAD	N/A
28	55	12" x 12" White with gr streaks vinyl floor tile and beige glue	Gym, southwest corner		NAD	N/A
28	56	12" x 12" White with gr streaks vinyl floor tile and beige glue	Gym, north end, west side		NAD	N/A
29	57	12" x 12" Light blue vinyl floor tile and yellow glue	Gym, west side, middle	N/A	NAD	N/A
29	58	12" x 12" Light blue vinyl floor tile and yellow glue	Gym, northwest corner area		NAD	N/A
30	59	12" x 12" Gray vinyl floor tile and yellow glue	Gym, east side, center	N/A	NAD	N/A
30	60	12" x 12" Gray vinyl floor tile and yellow glue	Gym, east side, south end		NAD	N/A
31	61	12" x 12" White with red streaks vinyl floor tile and yellow glue	Purple room, northeast corner	N/A	NAD	N/A
31	62	12" x 12" White with red streaks vinyl floor tile and yellow glue	Hallway, south end, west side		NAD	N/A
32	63	12" x 12" Beige vinyl floor tile and yellow glue	Storage, northwest corner	N/A	NAD	N/A
32	64	12" x 12" Beige vinyl floor tile and yellow glue	Storage, southwest corner		NAD	N/A
32	65	12" x 12" Beige vinyl floor tile and yellow glue	Gym, east side, center		NAD	N/A
33	66	Beige carpet glue and white level compound	Office, southeast corner	N/A	NAD	N/A
33	67	Beige carpet glue and white level compound	Movie room, northeast corner		NAD	N/A
33	68	Beige carpet glue and white level compound	Movie room, southeast corner		NAD	N/A

ATTACHMENT F

HA No.	SAMPLE NO.	MATERIAL DESCRIPTION	SAMPLED LOCATION	APPROX. QUANTITY ⁽¹⁾	% ASBESTOS TYPE	NESHAP CATEGORY
34	69	White door trim caulk	Movie room, west side door	N/A	NAD	N/A
34	70	White door trim caulk	Office, east side door		NAD	N/A
34	71	White door trim caulk	Hallway, unisex restroom door		NAD	N/A
35	72	Black mirror mastic	Game room, south end, east side	50 sq. ft.	7% Chry.	Category II
35	73	Black mirror mastic	Game room, south end, east side		7% Chry.	Category II
36	74	12" x 12" White with blue streaks vinyl floor tile and yellow glue over orange colored vinyl floor tile and green glue	Game room, southwest corner	576 sq. ft.	White tile-NAD Yellow glue-NAD Orange tile-%5 Chry. Green glue-NAD	Category I ⁽⁶⁾
36	75	12" x 12" White with blue streaks vinyl floor tile and yellow glue over orange colored vinyl floor tile and green glue	Game room, northwest corner		White tile-NAD Yellow glue-NAD Orange tile-%5 Chry. Green glue-NAD	Category I
37	76	Blue vinyl baseboard and beige glue	Office, southeast corner	N/A	NAD	N/A
37	77	Blue vinyl baseboard and beige glue	Arts & Crafts room, southwest corner area		NAD	N/A
37	78	Blue vinyl baseboard and beige glue	Purple room, north end, east side		NAD	N/A
38	79	Brown vinyl baseboard and beige glue	Kitchen, northeast corner	N/A	NAD	N/A
38	80	Brown vinyl baseboard and beige glue	Kitchen closet, west side, middle		NAD	N/A
39	81	White sink mastic	Kitchen, south end, middle	N/A	NAD	N/A
40	82	White counter caulk	Kitchen, south end, west side	N/A	NAD	N/A
40	83	White counter caulk	Kitchen, south end, east side		NAD	N/A
41	84	White caulk	Men's restroom, southeast corner	N/A	NAD	N/A
41	85	White caulk	Unisex restroom, north end middle		NAD	N/A
42	86	White joint compound and white drywall	Office, closet, southwest corner	N/A	NAD	N/A
42	87	White joint compound and white drywall	Purple room, northwest corner		NAD	N/A
42	88	White joint compound and white drywall	Kitchen, northeast corner		NAD	N/A

ATTACHMENT F

HA No.	SAMPLE NO.	MATERIAL DESCRIPTION	SAMPLED LOCATION	APPROX. QUANTITY ⁽¹⁾	% ASBESTOS TYPE	NESHAP CATEGORY
43	89	White ceiling texture and white joint compound and white green-board drywall	Men's restroom, shower, northwest corner	N/A	NAD	N/A
43	90	White ceiling texture and white joint compound and white green-board drywall	Men's restroom, shower, northwest corner		NAD	N/A
43	91	White ceiling texture and white joint compound and white green-board drywall	Women's restroom, shower, southwest corner		NAD	N/A
44	92	Gray concrete slab	Purple room, southeast corner	N/A	NAD	N/A
44	93	Gray concrete slab	Lunchroom, northwest corner		NAD	N/A
45	94	Yellow fiberglass insulation glue	Gym, west side, middle in wall	N/A	NAD	N/A
45	95	Yellow fiberglass insulation glue	Storage, center on upper deck		NAD	N/A
45	96	Yellow fiberglass insulation glue	Gym, southwest corner on upper deck		NAD	N/A
46	97	Beige HVAC duct mastic	Kitchen, center, west side	N/A	NAD	N/A
46	98	Beige HVAC duct mastic	Men's restroom, center, west side		NAD	N/A
46	99	Beige HVAC duct mastic	Purple room, center, west side		NAD	N/A
47	100	Gray sidewalk concrete	Exterior, northwest corner	N/A	NAD	N/A
47	101	Gray sidewalk concrete	Exterior, northeast corner		NAD	N/A
Concrete Parking Lot						
48	102	Gray parking lot concrete	South end, middle	N/A	NAD	N/A
48	103	Gray parking lot concrete	West side, center		NAD	N/A
48	104	Gray parking lot concrete	North end, center		NAD	N/A
49	105	Gray concrete wheel stop	West side, middle	N/A	NAD	N/A
49	106	Gray concrete wheel stop	Northwest corner		NAD	N/A
50	107	Gray square curb-like wheel stop	South end, east side	N/A	NAD	N/A
Pavilion						
51	108	Black felt paper	Roof, north end, middle	N/A	NAD	N/A
51	109	Black felt paper	Roof, southeast corner		NAD	N/A
52	110	Gray concrete pad and gray concrete patch	North end, middle	N/A	NAD	N/A

ATTACHMENT F

HA No.	SAMPLE No.	MATERIAL DESCRIPTION	SAMPLED LOCATION	APPROX. QUANTITY ⁽¹⁾	% ASBESTOS TYPE	NESHAP CATEGORY
Additional Samples Collected						
53	111	White window caulk	Men's restroom, east side, middle	N/A	NAD	N/A
53	112	White window caulk	Purple room, southeast corner area		NAD	N/A
53	113	White window caulk	Movie room, east side, middle		NAD	N/A
54	114	Beige tectum material	Gym, north end, middle	N/A	NAD	N/A
54	115	Beige tectum material	Gym, north end, middle		NAD	N/A
54	116	Beige tectum material	Gym, south end, middle		NAD	N/A

(1) Approximate quantity located throughout the surveyed area; sq. ft. = square feet; lin. ft. = linear feet

(2) N/A = Not applicable

(3) NAD = No asbestos detected

(4) Chry. = Chrysotile Asbestos

(5) Category II = All non-friable asbestos-containing materials not Category I

(6) Category I = Non-friable ACM are asbestos-containing resilient floor coverings, asbestos tile, asphalt roofing products, packing and gaskets

Reference attachment for laboratory analytical results.

The U.S. Environmental Protection Agency (EPA) and the Occupational Safety and Health Administration (OSHA) define asbestos containing material as any material which contains greater than one percent asbestos. When friable samples analyzed by Polarized Light Microscopy contain asbestos in amounts less than ten percent (< 10%), a more exact method of analysis called point counting may be performed at the client's request. The EPA point count method allows a friable sample in which asbestos was visually detected, but which is visually estimated to have less than 10% asbestos, to be quantified using a point count procedure. If not point counted, a friable sample in which asbestos was visually detected and estimated (including trace to ≤ 1%) must be assumed to be greater than 1% and treated as an asbestos-containing material (ACM).

The EPA point counting procedure is as follows: an ocular reticule (cross hair or point array) is used to visually superimpose a point or points on the microscope field of view. A total of 400 points superimposed on either asbestos fibers or non-asbestos matrix material must be counted over at least eight different preparations of representative sub-samples. If an asbestos fiber and matrix particle overlap so that a point is superimposed on their visual intersection, a point is scored for both categories. Point counting provides a quantification of the area percent asbestos.

Per EPA's regulations, materials which have been point-counted and, therefore, quantitatively determined to have less than or equal to one percent (≤ 1%) asbestos, can be treated as non-ACM. **No sample was point counted during this survey.**

OSHA regulations apply to all activities that will impact materials with any amount of asbestos, including 1% and less (trace). Specific worker training and work practices are required by OSHA when disturbing such material.

Current EPA statutes address presently friable (easily crumbled) and non-friable materials. "Friability" refers to the propensity of a material to crumble under hand pressure when dry. Friable materials are more likely to release asbestos fibers into the environment than non-friable materials and are, therefore, considered more hazardous. Non-friable building materials do not create an environmental exposure unless they are sanded, ground, cut or abraded; however, even materials that are well wrapped and technically non-friable at the time of inspection have the potential to become friable very readily by accidental tearing or other disturbance. It is for this reason, as well as to simply inform the owner of all ACMs, that PSI's policy is to address all materials which are potentially friable as well as those presently friable.

This report may not be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. Method used: EPA Method for the Determination of Asbestos in Bulk Building Materials (EPA/600/R-93/116, July 1993).

Three (3) of the fifty-four (54) homogeneous materials collected and analyzed during the NESHAP asbestos demolition survey was found to contain asbestos mineral fibers.

Material Description	% Asbestos – Type
Gymnasium	
<p>HA: 06 Approximately 2 square feet of asbestos-containing white window caulk (Associated with the upper southeast corner window). The windows associated with the gymnasium were originally not caulked. PSI inspectors observed that some of these windows were caulked as needed due to what appeared to be a water intrusion issue. Based on observations, it appeared that multiple types of caulks were used over time. The upper southeast corner window was caulked on the exterior of the window using the asbestos-containing white caulk. All other windows were different in color and determined to be non-asbestos by laboratory analysis.</p>	5% Chrysotile Asbestos
<p>HA: 35 Approximately 50 square feet of asbestos-containing black mirror mastic (Located on the south wall of the Game room adhered to the backside of two 5' x 5' mirrors and the underlying drywall wall system). The mirrors are also framed in using wood trim boards with no mastic observed. Mirrors associated with the three restrooms were clipped with no glues or mastics observed.</p>	7% Chrysotile Asbestos
<p>HA: 36 Approximately 576 square feet of asbestos-containing orange colored vinyl floor tile (Located within the game room under non-asbestos white vinyl floor tile and yellow glue adhered to the under lying concrete slab with non-asbestos green glue).</p>	5% Chrysotile Asbestos

Material Description	% Asbestos – Type
Concrete Parking Lot	
No asbestos in sample s collected and laboratory analyzed in association with the concrete parking lot.	
Pavilion	
No asbestos in sample s collected and laboratory analyzed in association with the pavilion.	
Additional Samples Collected	
No asbestos in sample s collected and laboratory analyzed associated with the additional samples collected.	

***All quantities are estimated and are not for bidding purposes and must be verified by the abatement contractor.**

The white window caulk (HA-06) and black mirror mastic (HA-35) are considered to be Category II non-friable asbestos-containing materials per EPA NESHAP 40 CFR Part 61, Subpart M. These materials do not pose a significant exposure problem unless sawn, drilled, sanded, or structurally altered in a way which could make it become friable.

The orange colored vinyl floor tile (HA-36) is considered to be Category I non-friable asbestos-containing material per EPA NESHAP 40 CFR Part 61, Subpart M. This material does not pose a significant exposure problem unless sawn, drilled, sanded, or structurally altered in a way which could make it become friable.

Based upon the current condition of the above referenced Category I and II non-friable asbestos-containing materials, these materials may remain in place if kept adequately wet during demolition activities and may not be recycled per NESHAP Regulations. As defined by EPA, “adequately wet” means the materials must be saturated to the point where no dust is released. In addition, OSHA regulations require all demolition workers to be trained for Class II work activities, and all asbestos waste materials must be placed in sealed, labeled impermeable containers.

The owner may elect to remove the above referenced Category I and II non-friable asbestos-containing materials prior to demolition so that the remaining non-asbestos materials may be demolished or recycled. If the removal option is elected, the above referenced Category I and II non-friable materials must be removed by an experienced Florida Licensed Asbestos Abatement Contractor, utilizing proper abatement procedures as per OSHA 29 CFR Part 1926.1101 with documentary air monitoring performed by an independent Florida Licensed Asbestos Consulting Firm to verify compliance with EPA NESHAP 40, CFR Part 61, Subpart M.

All construction debris containing Category I and II non-friable asbestos-containing materials, must be disposed of in the appropriate landfill that accepts non-friable and friable asbestos containing materials.

A ten-working day waiting/notification period may apply to some or all asbestos materials prior to any abatement activities. Once the asbestos materials have been removed and additional ten working day waiting/notification period applies prior to any demolition per NESHAP requirements. The proposed demolition can proceed as scheduled following the required ten-working day waiting period.

If, during additional demolition activities, any additional suspect materials are found that have not been tested or if any materials are found that were not visible at the time of the survey, they should be assumed to be asbestos-containing until laboratory testing proves otherwise. The demolition contractor should provide oversight to ensure that additionally found suspect materials are properly tested. A copy of the survey should be kept onsite during demolition activities.

Warranty

PSI warrants that the findings contained herein have been prepared in general accordance with accepted professional practices at the time of this preparation, as applied by similar professionals in the community. Changes in the state of the art or in applicable regulations cannot be anticipated and have not been addressed in this report.

This report was prepared pursuant to authorization received by Manatee County Government per IFAS #W1800308 with reference to Work Assignment No. 37PE dated April 16, 2018. That contractual relationship included an exchange of information about the property that was unique and between PSI and its client and serves as the basis upon which this report was prepared. Because of the importance of the communication between PSI and its client, reliance on any use of this report by anyone other than Manatee County Government, for whom it was prepared, is prohibited and therefore not foreseeable to PSI.

Reliance on or use by any such third party without explicit authorization in the report does not make said third party a third-party beneficiary to PSI's contract with Manatee County Government. Any such unauthorized reliance on or use of this report, including any of its information or conclusions, will be at the third party's risk. For the same reasons, no warranties or representations, expressed or implied in this report, are made to any such third party.

The survey and analytical methods have been used to provide the client with information regarding the presence of the parameters tested in the facility at the time of study. Test results are valid only for the locations sampled. There is a distinct possibility that conditions may exist which could not be identified within the scope of the study or which were not apparent during the site visit. This inspection covered only those areas that were physically accessible to the inspector. The study is also limited to the information provided by the client at the time the survey was conducted.

After your review of this information, if you have any questions or concerns, please do not hesitate to contact Mr. Keith R. Kartovicky at (813) 886-1075.

Respectfully submitted,

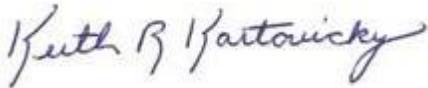
PROFESSIONAL SERVICE INDUSTRIES, INC.



Robert "Jay" Mundy
AHERA Certified Asbestos Inspector



Joseph Adelman
AHERA Certified Asbestos Inspector



Keith R. Kartovicky, FLMA
AHERA Certified Asbestos Inspector
Senior Project Manager



Michael W. Rothenburg, P.E.
Principal Consultant
Florida Licensed Asbestos Consultant
License No. EA41

PLM ANALYTICAL LABORATORY RESULTS



REPORT OF BULK SAMPLE ANALYSIS FOR ASBESTOS

TESTED FOR: PSI, Inc
 5801 Benjamin Center Drive Suite 112
 Tampa, FL 33634
 Attn: Robert Mundy

Project ID: 05522672
 Manatee County Property
 Management-John H. Marble
 Gym, Pavilion + Parking Lot.-
 Bradenton, FL; Part 1 of 2

Date Received: 6/22/2018

Date Completed: 6/25/2018

Date Reported: 6/25/2018

Analyst:		Lori Huss		Work Order:	1806692	Page: 1 of 4
Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)		
01	001A	(1) White, Caulking, Homogeneous (2) White, Caulking, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported		
02	002A	(1) White, Caulking, Homogeneous (2) White, Caulking, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported		
03	003A	(1) Gray, Caulking, Homogeneous	NO ASBESTOS DETECTED	None Reported		
04	004A	(1) Gray, Caulking, Homogeneous	NO ASBESTOS DETECTED	None Reported		
05	005A	(1) Gray, Caulking, Homogeneous	NO ASBESTOS DETECTED	None Reported		
06	006A	(1) Gray, Caulking, Homogeneous	NO ASBESTOS DETECTED	3% Polyethylene		
07	007A	(1) Gray, Caulking, Homogeneous	NO ASBESTOS DETECTED	3% Polyethylene		
08	008A	(1) Black, Tape, Homogeneous	NO ASBESTOS DETECTED	35% Cellulose Fiber		
09	009A	(1) Black, Tape, Homogeneous	NO ASBESTOS DETECTED	35% Cellulose Fiber		
10	010A	(1) White, Caulking, Homogeneous (2) Gray, Caulking, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported		
11	011A	(1) White, Caulking, Homogeneous (2) Gray, Caulking, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported		
12	012A	(1) White, Caulking, Homogeneous	5% Chrysotile	None Reported		
13	013A	(1) Transparent, Caulking, Homogeneous	NO ASBESTOS DETECTED	None Reported		
14	014A	(1) Black, Caulking, Homogeneous	NO ASBESTOS DETECTED	None Reported		

Quantitation is based on a visual estimation of the relative area of bulk sample components, unless otherwise noted in the "Comments" section of this report. The results are valid only for the item tested. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Method used: E.P.A. Interim Method for the Determination of Asbestos in Bulk Insulation Samples (EPA 600/M4-82-020). Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy is currently the only method that can be used to determine if the material can be considered or treated as non-asbestos containing. Samples will be disposed of within 30 days unless notified in writing by the client. No part of this report may be reproduced, except in full, without written permission of the laboratory. The reporting limit is 1% by weight. NVLAP Lab Code 101350-0.

Respectfully submitted,
 PSI, Inc.


 Approved Signatory
 George Skarupa

Analyst: Lori Huss

Work Order: 1806692

Page: 2 of 4

Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)
15	015A	(1) Yellow, Caulking, Homogeneous	NO ASBESTOS DETECTED	None Reported
16	016A	(1) White, Caulking, Homogeneous	NO ASBESTOS DETECTED	None Reported
17	017A	(1) Gray, Caulking, Homogeneous	NO ASBESTOS DETECTED	None Reported
18	018A	(1) Gray, Caulking, Homogeneous	NO ASBESTOS DETECTED	None Reported
19	019A	(1) White, Caulking, Homogeneous	NO ASBESTOS DETECTED	None Reported
20	020A	(1) White, Caulking, Homogeneous	NO ASBESTOS DETECTED	None Reported
21	021A	(1) Black, Other, Homogeneous <i>Vibration Cloth</i>	NO ASBESTOS DETECTED	35% Synthetic Fiber
22	022A	(1) White, Mastic, Homogeneous	NO ASBESTOS DETECTED	None Reported
23	023A	(1) White, Mastic, Homogeneous	NO ASBESTOS DETECTED	None Reported
24	024A	(1) Yellow, Glue, Homogeneous	NO ASBESTOS DETECTED	None Reported
25	025A	(1) Yellow, Glue, Homogeneous	NO ASBESTOS DETECTED	None Reported
26	026A	(1) Gray, Caulking, Homogeneous	NO ASBESTOS DETECTED	None Reported
27	027A	(1) Gray, Caulking, Homogeneous	NO ASBESTOS DETECTED	None Reported
28	028A	(1) Gray, Concrete, Homogeneous	NO ASBESTOS DETECTED	None Reported
29	029A	(1) Gray, Concrete, Homogeneous	NO ASBESTOS DETECTED	None Reported
30	030A	(1) Gray, Concrete, Homogeneous	NO ASBESTOS DETECTED	None Reported
31	031A	(1) Gray, Concrete, Homogeneous	NO ASBESTOS DETECTED	None Reported
32	032A	(1) Yellow, Glue, Homogeneous	NO ASBESTOS DETECTED	None Reported
33	033A	(1) Yellow, Glue, Homogeneous	NO ASBESTOS DETECTED	None Reported
34	034A	(1) Yellow, Glue, Homogeneous	NO ASBESTOS DETECTED	None Reported
35	035A	(1) White, Ceiling Tile, Homogeneous	NO ASBESTOS DETECTED	35% Cellulose Fiber 35% Fibrous Glass

Quantitation is based on a visual estimation of the relative area of bulk sample components, unless otherwise noted in the "Comments" section of this report. The results are valid only for the item tested. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Method used: E.P.A. Interim Method for the Determination of Asbestos in Bulk Insulation Samples (EPA 600/M4-82-020). Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy is currently the only method that can be used to determine if the material can be considered or treated as non-asbestos containing. Samples will be disposed of within 30 days unless notified in writing by the client. No part of this report may be reproduced, except in full, without written permission of the laboratory. The reporting limit is 1% by weight. NVLAP Lab Code 101350-0.

Respectfully submitted,
PSI, Inc.


Approved Signatory
George Skarupa

Analyst: Lori Huss

Work Order: 1806692

Page: 3 of 4

Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)
36	036A	(1) White, Ceiling Tile, Homogeneous	NO ASBESTOS DETECTED	35% Cellulose Fiber 35% Fibrous Glass
37	037A	(1) White, Ceiling Tile, Homogeneous	NO ASBESTOS DETECTED	35% Cellulose Fiber 35% Fibrous Glass
38	038A	(1) White, Ceiling Tile, Homogeneous	NO ASBESTOS DETECTED	35% Cellulose Fiber 35% Fibrous Glass
39	039A	(1) White, Ceiling Tile, Homogeneous	NO ASBESTOS DETECTED	35% Cellulose Fiber 35% Fibrous Glass
40	040A	(1) White, Grout, Homogeneous (2) Gray, Thin Set, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
41	041A	(1) White, Grout, Homogeneous (2) Gray, Thin Set, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
42	042A	(1) White, Plaster, Homogeneous	NO ASBESTOS DETECTED	None Reported
43	043A	(1) White, Plaster, Homogeneous	NO ASBESTOS DETECTED	None Reported
44	044A	(1) White, Plaster, Homogeneous	NO ASBESTOS DETECTED	None Reported
45	045A	(1) White, Caulking, Homogeneous	NO ASBESTOS DETECTED	None Reported
46	046A	(1) White, Caulking, Homogeneous	NO ASBESTOS DETECTED	None Reported
47	047A	(1) Black, Grout, Homogeneous (2) Gray, Thin Set, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
48	048A	(1) Black, Grout, Homogeneous (2) Gray, Thin Set, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
49	049A	(1) White, Grout, Homogeneous (2) White, Thin Set, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
50	050A	(1) White, Grout, Homogeneous (2) White, Thin Set, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
51	051A	(1) Blue, Floor Tile, Homogeneous (2) Yellow, Glue, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported

Quantitation is based on a visual estimation of the relative area of bulk sample components, unless otherwise noted in the "Comments" section of this report. The results are valid only for the item tested. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Method used: E.P.A. Interim Method for the Determination of Asbestos in Bulk Insulation Samples (EPA 600/M4-82-020). Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy is currently the only method that can be used to determine if the material can be considered or treated as non-asbestos containing. Samples will be disposed of within 30 days unless notified in writing by the client. No part of this report may be reproduced, except in full, without written permission of the laboratory. The reporting limit is 1% by weight. NVLAP Lab Code 101350-0.

Respectfully submitted,
PSI, Inc.


Approved Signatory
George Skarupa

Analyst: Lori Huss

Work Order: 1806692

Page: 4 of 4

Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)
52	052A	(1) Blue, Floor Tile, Homogeneous (2) Yellow, Glue, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
53	053A	(1) Blue, Floor Tile, Homogeneous (2) Yellow, Glue, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
54	054A	(1) White, Floor Tile, Homogeneous (2) Beige, Glue, Homogeneous	2% Chrysotile NO ASBESTOS DETECTED	None Reported None Reported
55	055A	(1) White, Floor Tile, Homogeneous (2) Beige, Glue, Homogeneous	2% Chrysotile NO ASBESTOS DETECTED	None Reported None Reported
56	056A	(1) White, Floor Tile, Homogeneous (2) Beige, Glue, Homogeneous	2% Chrysotile NO ASBESTOS DETECTED	None Reported None Reported
57	057A	(1) Blue, Floor Tile, Homogeneous (2) Yellow, Glue, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
58	058A	(1) Blue, Floor Tile, Homogeneous (2) Yellow, Glue, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported

Report Notes: (PT) Point Count Results

Quantitation is based on a visual estimation of the relative area of bulk sample components, unless otherwise noted in the "Comments" section of this report. The results are valid only for the item tested. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Method used: E.P.A. Interim Method for the Determination of Asbestos in Bulk Insulation Samples (EPA 600/M4-82-020). Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy is currently the only method that can be used to determine if the material can be considered or treated as non-asbestos containing. Samples will be disposed of within 30 days unless notified in writing by the client. No part of this report may be reproduced, except in full, without written permission of the laboratory. The reporting limit is 1% by weight. NVLAP Lab Code 101350-0.

Respectfully submitted,
PSI, Inc.



Approved Signatory
George Skarupa



1806692

SAMPLE SUBMISSION REPORT

To: PSI P. HSBURG LAB (1)	PSI Order No. 05522672 (5)	<input type="checkbox"/> Q <input type="checkbox"/> Non Q (8)
From: PSI TAMPA OFFICE (2)	Date Shipped 6-21-18 (6)	Carrier Fed-Ex (9)
Client Manatee County Property Management (3)	Date Sample Obtained 6-21-18 (7)	Sampled By RM, JA (10)
Project John H. MARBLE Park - Gym, Pavilion + Parking lot. - Bradenton, FL (4)		
Type of Sample suspect ACM (BULK) (11)	Sample Size/Quantity 116 (12)	
Type of Sample Containers Plastic Packets (13)	No. of Containers 116 (14)	
Identification Markings on Sample/Container 01 to 116 (15)		
Sample Represents suspect ACM (16)		
Required Tests PLM (17)		
Specifications (18)		
Disposition of Residual Sample (19)		
<input type="checkbox"/> Discard <input type="checkbox"/> Return to Client <input type="checkbox"/> Return to PSI Office Submitting Sample <input checked="" type="checkbox"/> Other (See Remarks) 30 days		
Reporting Instructions (20)		
<input checked="" type="checkbox"/> Report to PSI Office Submitting Sample <input type="checkbox"/> Report to Client per PSI Order <input type="checkbox"/> Other (See Remarks)		
Special Instructions (21)	Submitted & Reviewed By: (23)	
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (See Remarks)		
Attachments (22)		
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (Number 7)		
Remarks (24)		
Analyze All. Only Analyze materials on Field logs. Need Next day Results by 230ish on Monday, 6-25-18. No HAs on result sheets please.		

ACKNOWLEDGEMENT

Date Received 6/22/18 9:00 AM (25)	Received by (Dept./Office) [Signature] (26)
STATUS (27)	
<input type="checkbox"/> Work proceeding, estimated reporting date: _____ <input type="checkbox"/> Work NOT proceeding, incomplete instructions (See Remarks). <input type="checkbox"/> Work NOT proceeding, insufficient sample quantity/size (See Remarks). <input type="checkbox"/> Work NOT proceeding, (See Remarks).	
Lab No. Assigned (28)	Receiving Office Representative (29)

Remarks (30)
PART 1 OF 2 INCLUDES SAMPLES 01 TO 058 & 6/22/18

INSTRUCTIONS ON REVERSE SIDE



REPORT OF BULK SAMPLE ANALYSIS FOR ASBESTOS

TESTED FOR: PSI, Inc
 5801 Benjamin Center Drive Suite 112
 Tampa, FL 33634
 Attn: Robert Mundy

Project ID: 05522672
 Manatee County Property
 Management-John H. Marble
 Gym, Pavilion + Parking Lot.-
 Bradenton, FL; Part 2 of 2

Date Received: 6/22/2018

Date Completed: 6/26/2018

Date Reported: 6/26/2018

Analyst:		Preston Hunt		Work Order:	1806696	Page: 1 of 4
Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)		
59	001A	(1) Gray, Floor Tile, Homogeneous (2) Yellow, Glue, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported		
60	002A	(1) Gray, Floor Tile, Homogeneous (2) Yellow, Glue, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported		
61	003A	(1) White, Floor Tile, Homogeneous (2) Yellow, Glue, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported		
62	004A	(1) White, Floor Tile, Homogeneous (2) Yellow, Glue, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported		
63	005A	(1) Beige, Floor Tile, Homogeneous (2) Yellow, Glue, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported		
64	006A	(1) Beige, Floor Tile, Homogeneous (2) Yellow, Glue, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported		
65	007A	(1) Beige, Floor Tile, Homogeneous (2) Yellow, Glue, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported		
66	008A	(1) Beige, Glue, Homogeneous (2) White, Leveling Compound, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported		
67	009A	(1) Beige, Glue, Homogeneous (2) White, Leveling Compound, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported		

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Respectfully submitted,
 PSI, Inc.


 Approved Signatory
 George Skarupa

Analyst: Preston Hunt

Work Order: 1806696

Page: 2 of 4

Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)
68	010A	(1) Beige, Glue, Homogeneous (2) White, Leveling Compound, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
69	011A	(1) White, Caulking, Homogeneous	NO ASBESTOS DETECTED	None Reported
70	012A	(1) White, Caulking, Homogeneous	NO ASBESTOS DETECTED	None Reported
71	013A	(1) White, Caulking, Homogeneous	NO ASBESTOS DETECTED	None Reported
72	014A	(1) Black, Mastic, Homogeneous	7% Chrysotile	None Reported
73	015A	(1) Black, Mastic, Homogeneous	7% Chrysotile	None Reported
74	016A	(1) White, Floor Tile, Homogeneous (2) Yellow, Glue, Homogeneous (3) Orange, Floor Tile, Homogeneous (4) Green, Glue, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED 5% Chrysotile NO ASBESTOS DETECTED	None Reported None Reported None Reported None Reported
75	017A	(1) White, Floor Tile, Homogeneous (2) Yellow, Glue, Homogeneous (3) Orange, Floor Tile, Homogeneous (4) Green, Glue, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED 5% Chrysotile NO ASBESTOS DETECTED	None Reported None Reported None Reported None Reported
76	018A	(1) Blue, Baseboard, Homogeneous (2) Beige, Glue, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
77	019A	(1) Blue, Baseboard, Homogeneous (2) Beige, Glue, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
78	020A	(1) Blue, Baseboard, Homogeneous (2) Beige, Glue, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
79	021A	(1) Brown, Baseboard, Homogeneous (2) Beige, Glue, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
80	022A	(1) Brown, Baseboard, Homogeneous (2) Beige, Glue, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
81	023A	(1) White, Sink Undercoating, Homogeneous	NO ASBESTOS DETECTED	7% Cellulose Fiber
82	024A	(1) White, Caulking, Homogeneous	NO ASBESTOS DETECTED	None Reported
83	025A	(1) White, Caulking, Homogeneous	NO ASBESTOS DETECTED	None Reported

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Respectfully submitted,
PSI, Inc.


Approved Signatory
George Skarupa

Analyst: Preston Hunt

Work Order: 1806696

Page: 3 of 4

Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)
84	026A	(1) White, Caulking, Homogeneous	NO ASBESTOS DETECTED	None Reported
85	027A	(1) White, Caulking, Homogeneous	NO ASBESTOS DETECTED	None Reported
86	028A	(1) White, Joint Compound, Homogeneous	NO ASBESTOS DETECTED	None Reported
		(2) White, Drywall, Homogeneous	NO ASBESTOS DETECTED	10% Cellulose Fiber
87	029A	(1) White, Joint Compound, Homogeneous	NO ASBESTOS DETECTED	None Reported
		(2) White, Drywall, Homogeneous	NO ASBESTOS DETECTED	10% Cellulose Fiber
88	030A	(1) White, Joint Compound, Homogeneous	NO ASBESTOS DETECTED	None Reported
		(2) White, Drywall, Homogeneous	NO ASBESTOS DETECTED	10% Cellulose Fiber
89	031A	(1) White, Texture, Homogeneous	NO ASBESTOS DETECTED	None Reported
		(2) White, Joint Compound, Homogeneous	NO ASBESTOS DETECTED	None Reported
		(3) White, Drywall, Homogeneous	NO ASBESTOS DETECTED	10% Cellulose Fiber
90	032A	(1) White, Texture, Homogeneous	NO ASBESTOS DETECTED	None Reported
		(2) White, Joint Compound, Homogeneous	NO ASBESTOS DETECTED	None Reported
		(3) White, Drywall, Homogeneous	NO ASBESTOS DETECTED	10% Cellulose Fiber
91	033A	(1) White, Texture, Homogeneous	NO ASBESTOS DETECTED	None Reported
		(2) White, Joint Compound, Homogeneous	NO ASBESTOS DETECTED	None Reported
		(3) White, Drywall, Homogeneous	NO ASBESTOS DETECTED	10% Cellulose Fiber
92	034A	(1) Gray, Concrete, Homogeneous	NO ASBESTOS DETECTED	None Reported
93	035A	(1) Gray, Concrete, Homogeneous	NO ASBESTOS DETECTED	None Reported
94	036A	(1) Yellow, Glue, Homogeneous	NO ASBESTOS DETECTED	None Reported
95	037A	(1) Yellow, Glue, Homogeneous	NO ASBESTOS DETECTED	None Reported
96	038A	(1) Yellow, Glue, Homogeneous	NO ASBESTOS DETECTED	None Reported
97	039A	(1) Beige, Mastic, Homogeneous	NO ASBESTOS DETECTED	5% Cellulose Fiber
98	040A	(1) Beige, Mastic, Homogeneous	NO ASBESTOS DETECTED	5% Cellulose Fiber
99	041A	(1) Beige, Mastic, Homogeneous	NO ASBESTOS DETECTED	5% Cellulose Fiber

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Respectfully submitted,
PSI, Inc.


Approved Signatory
George Skarupa

Analyst: Preston Hunt

Work Order: 1806696

Page: 4 of 4

Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)
100	042A	(1) Gray, Concrete, Homogeneous	NO ASBESTOS DETECTED	None Reported
101	043A	(1) Gray, Concrete, Homogeneous	NO ASBESTOS DETECTED	None Reported
102	044A	(1) Gray, Concrete, Homogeneous	NO ASBESTOS DETECTED	None Reported
103	045A	(1) Gray, Concrete, Homogeneous	NO ASBESTOS DETECTED	None Reported
104	046A	(1) Gray, Concrete, Homogeneous	NO ASBESTOS DETECTED	None Reported
105	047A	(1) Gray, Concrete, Homogeneous	NO ASBESTOS DETECTED	None Reported
106	048A	(1) Gray, Concrete, Homogeneous	NO ASBESTOS DETECTED	None Reported
107	049A	(1) Gray, Concrete, Homogeneous	NO ASBESTOS DETECTED	None Reported
108	050A	(1) Black, Felt, Homogeneous	NO ASBESTOS DETECTED	70% Cellulose Fiber
109	051A	(1) Black, Felt, Homogeneous	NO ASBESTOS DETECTED	70% Cellulose Fiber
110	052A	(1) Gray, Concrete, Homogeneous (2) Gray, Concrete, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
111	053A	(1) White, Caulking, Homogeneous	NO ASBESTOS DETECTED	None Reported
112	054A	(1) White, Caulking, Homogeneous	NO ASBESTOS DETECTED	None Reported
113	055A	(1) White, Caulking, Homogeneous	NO ASBESTOS DETECTED	None Reported
114	056A	(1) Beige, Other, Homogeneous <i>Tectum</i>	NO ASBESTOS DETECTED	90% Cellulose Fiber
115	057A	(1) Beige, Other, Homogeneous <i>Tectum</i>	NO ASBESTOS DETECTED	90% Cellulose Fiber
116	058A	(1) Beige, Other, Homogeneous <i>Tectum</i>	NO ASBESTOS DETECTED	90% Cellulose Fiber

Report Notes: (PT) Point Count Results

Quantitation is based on a visual estimation of the relative area of bulk sample components, unless otherwise noted in the "Comments" section of this report. The results are valid only for the item tested. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Method used: E.P.A. Interim Method for the Determination of Asbestos in Bulk Insulation Samples (EPA 600/M4-82-020). Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy is currently the only method that can be used to determine if the material can be considered or treated as non-asbestos containing. Samples will be disposed of within 30 days unless notified in writing by the client. No part of this report may be reproduced, except in full, without written permission of the laboratory. The reporting limit is 1% by weight. NVLAP Lab Code 101350-0.

Respectfully submitted,
PSI, Inc.


Approved Signatory
George Skarupa



1806696

SAMPLE SUBMISSION REPORT

To: PSI P. HSBORGH LAB (1)	PSI Order No. 05522672 (5)	<input type="checkbox"/> Q <input type="checkbox"/> Non Q (8)
From: PSI TAMPA OFFICE (2)	Date Shipped 6-21-18 (6)	Carrier Fed-Ex (9)
Client MANATEE COUNTY PROPERTY MANAGEMENT (3)	Date Sample Obtained 6-21-18 (7)	Sampled By RM, JA (10)
Project John H. MARBLE Park - Gym, Pavilion + Parking lot. - Bradenton, FL (4)		
Type of Sample suspect ACM (BULK) (11)	Sample Size/Quantity 116 (12)	
Type of Sample Containers Plastic Pockets (13)	No. of Containers 116 (14)	
Identification Markings on Sample/Container 01 to 116 (15)		
Sample Represents suspect ACM (16)		
Required Tests PLM (17)		
Specifications (18)		
Disposition of Residual Sample (19)		
<input type="checkbox"/> Discard <input type="checkbox"/> Return to Client <input type="checkbox"/> Return to PSI Office Submitting Sample <input checked="" type="checkbox"/> Other (See Remarks) 30 days		
Reporting Instructions (20)		
<input type="checkbox"/> Report to PSI Office Submitting Sample <input type="checkbox"/> Report to Client per PSI Order <input type="checkbox"/> Other (See Remarks)		
Special Instructions (21)	Submitted & Reviewed By: (23)	
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (See Remarks)		
Attachments (22)		
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (Number 7)		
Remarks (24)		
Need Next day Results by 230ish on Monday, 6-25-18. No HAs on result sheets please.		

ACKNOWLEDGEMENT

Date Received 6/22/18 9:00am (25)	Received by (Dept./Office) [Signature] (26)
STATUS (27)	
<input type="checkbox"/> Work proceeding, estimated reporting date: _____ <input type="checkbox"/> Work NOT proceeding, incomplete instructions (See Remarks). <input type="checkbox"/> Work NOT proceeding, insufficient sample quantity/size (See Remarks). <input type="checkbox"/> Work NOT proceeding, (See Remarks).	
Lab No. Assigned (28)	Receiving Office Representative (29)
Remarks (30)	
PART 2 OF 2 INCLUDES SAMPLES 058 TO 116 AS 6/22/18	

INSTRUCTIONS ON REVERSE SIDE

HA	Sample Number	Material Description	Sample Location	Approximate Quantity	Comments
01	01	white caulk over white caulk	Roof, NW corner, SE corner of canopy	30	Gymnasium Flashing Area associated w/ small canopy
	02		NW corner, SW corner of canopy		
	-		-		
02	03	gray ridge seam caulk	Roof, N. END, middle		(1x) Very little observed seeping out of ridges down middle whole length
	04				
	05		center, N. END		
03	06	gray seam caulk	Roof, NE corner Area	30	Observed on corner and on flashing
	07		NW corner Area		
	-		-		
04	08	Black Roofing Patch Tape	Roof, center, NW		Border of Exhaust fans - (sealed) 4 FANS, (3x3 each)
	09		NE		
	-		-		
05	10	white caulk over gray caulk	Roof, center, NW		Fan seam caulk
	11		NE		
	-		-		
06	12	white caulk	Exterior, upper window, SE corner	10	Not all windows had caulk - caulked as needed
	-		-		
	-		-		
07	13	gray caulk	Exterior, upper window, E side, middle	10	Only windows seen w/ caulk 4 Types observed
	-		-		
	-		-		
08	14	Black caulk	Exterior, upper window, NE corner	10	
	-		-		
	-		-		

HA	Sample Number	Material Description	Sample Location	Approximate Quantity	Comments
09	15	white/yellow CAULK	Exterior, Lower Window, E. side, N. END	1	Cym. ↓
	-		-		
	-		-		
10	16	white Door CAULK	Exterior, NE Corner Area	2	only Door
	-		-		
	-		-		
11	17	Gray Base CAULK	Exterior, south AHU Area, NW corner		* IN south AHU Area metal (side) to concrete
	18		↓ south AHU Area, N. END, E. side		
	-		-		
12	19	white HVAC Duct seam CAULK	Exterior, North AHU Area, center	15	* N + S AHU same * Branch/mold * seams duct
	20		↓ south AHU Area, N. END		
	-		-		
13	21	Black Vibration cloth	Exterior, North AHU Area, center	5	* only one seen None in south AHU Area
	-		-		
	-		-		
14	22	white HVAC Duct mastic	Exterior, North AHU Area, center Area		* sporadic in Both Areas
	23		↓ south AHU Area, N. END, middle		
	-		-		
15	24	yellow AHU Insulation glue	Exterior, North AHU Area, inside door of AHU		* on inside walls ALSO
	25		↓ south AHU Area, inside door of AHU		
	-		-		
16	26	gray pipe Base CAULK	Roof, E. side Area, N. END	6	6 + 2 pipes
	27		↓ S. END		
	-		-		

HA	Sample Number	Material Description	Sample Location	Approximate Quantity	Comments
17	28	gray concrete	Exterior North AHU Area, N. END, middle	multiple Areas	Gym ↘
	29		South AHU Area, SE corner		
	30		E. side concrete PAD Area, S. END, middle		
18	31	Gray A/C PAD concrete	South AHU Area, SW corner	(4x4)	
	—		—		
	—		—		
19	32	yellow 2x4 fiberglass ceiling panel slve	Arts & crafts Rm, center	Majority throughout (not gym or storage)	
	33		men's RR, center		
	34		Hallway, center		
20	35	2x4 white Pinhole Patterned Ceiling Panel	men's RR, center, EAST	Replacement in RRS 4 panels	
	36		women's RR, center		
	—		—		
21	37	2x4 white Random Fissure Ceiling Panel	Lunch Room, NE corner	Lunch Rm	
	38		center		
	39		SW corner		
22	40	white ceramic Floor Tile grout and gray Thin-set	men's RR, shower, SE corner	1"X1" - Throughout men's + women's RR + showers	N. wall Purple Rm
	41		women's RR, shower, NE corner		
	—		—		
23	42	white wall Plaster	men's RR, NE corner	1/2 WALL - Lower 4' on Block only N. wall men's; S. wall women's	
	43		Purple Rm, N. END, middle		
	44		women's RR, SE corner		
24	45	white chairrail cork	men's RR, N. END, middle	4x4	↓
	46		women's RR, S. END, middle		
	—		—		

HA	Sample Number	Material Description	Sample Location	Approximate Quantity	Comments
25	47	Black ceramic Floor Tile grout and gray Thin-set	Kitchen Closet, NE corner		Gym * Kitchen + Lunch Rm
	48		Lunch Room, w. side, S. END		
	—		—		
26	49	white ceramic wall Tile grout and white Thin-set	men's RR, NW corner		* RRs WALLS
	50		women's RR, SW corner		
	—		—		
27	51	12"x12" Blue VFT and yellow glue	Arts crafts, SW corner		* Trim Accen + Hall, Gym, Arts + craft, Purple Rm
	52		Hallway, W. side, middle		
	53		Gym, SW corner		
28	54	12"x12" white w/ Gray streak VFT and Beise Glue	Gym, W. side, middle		* Majority of Gym
	55		SW corner		
	56		SW END, W. side		
29	57	12"x12" Light Blue VFT and yellow glue	Gym, W. side, middle	150 → 200	* Replacement W. side Area
	58		SW corner Area		
	—		—		
30	59	12"x12" Gray VFT and yellow glue	Gym, E. side, center	150	* Replacement
	60		SW ↓ S. END		
	—		—		
31	61	12"x12" white w/ Red streaks VFT and yellow glue	Purple Rm, NE corner		* Purple Rm and Hall
	62		Hallway, S. END, W. side		
	—		—		
32	63	12"x12" Beise VFT and yellow glue	Storage, NW corner		* Storage and Couple Repl. Gym Floor
	64		SW corner		
	65		Gym, E. side, center		

HA	Sample Number	Material Description	Sample Location	Approximate Quantity	Comments
33	66	Beige carpet	office, SE corner		only office + movie rm
	67	glue and white level compound	movie-rm, NE corner		
	68		SE corner		
34	69	white door	movie Rm, W. side, DOOR		only door in S. END Rms
	70	Trim caulk	office, E side door		
	71		Hallway, Unirex RR DOOR		
35	72	BLACK mirror mastic	Game Rm, S. END, E side		2-(5x5) mirrors
	73				
	-				
36	74	12"X12" white w/ blue streaks VFT and yellow glue over orange color VFT and green glue	Game Room, SW corner	576 (24x24)	Green may be paint with glue also VFT w/ BLUE only in Game Room
	75		NW corner		
	-				
37	76	Blue Baseboard and Beige glue	Office, SE corner		Also in movie Rm, Unirex RR, office closet, Hallway
	77		Art: crafts, SW corner Area		
	78		Purple Room, N. END, E. side		
38	79	Brown Baseboard and Beige glue	Kitchen, NE corner		only in Kitchen + closet
	80		Kitchen closet, W. side, middle		
	-				
39	81	white sink mastic	Kitchen, S. END, middle	6	only sink
	-				
	-				
40	82	white counter caulk	Kitchen, S. END, W. side	4	Kitchen counter and window counter
	83		E. side		
	-				

HA	Sample Number	Material Description	Sample Location	Approximate Quantity	Comments
41	84	white CHALK	men's RR, SE corner	[]	ayon * only saw on urinal in men's and sink in unisex RR
	85		unisex RR, N. END, middle		
	-		-		
42	86	white Joint Compound and white drywall	office, closet, SW corner	[]	* Throughout
	87		Purple Rm, NW corner		
	88		Kitchen, NE corner		
43	89	white ceiling Texture and white Joint Compound and white sheetrock Drywall	men's RR, showers, NW corner	[]	* Only ceiling in showers
	90		↓ ↓		
	91		women's RR, showers, SW corner		
44	92	gray concrete SLAB	Purple Rm, SE corner	[]	Throughout
	93		Lunch Rm, NW corner		
	-		-		
45	94	yellow Fiberglass Insulation glue	Gym, W side, middle in wall	[]	* wall (exterior) and upper deck Area. Throughout
	95		Storage, center on ceiling (deck)		
	96		Gym, SW corner on ceiling (deck)		
46	97	Budge HVAC Duct mastic	Kitchen, center, W side	500 []	Trunk of system E side
	98		men's RR, center, W side		
	99		Purple Rm, center, W side		
47	100	gray sidewalk Concrete	Exterior, NW corner	[]	↓
	101		↓ NE corner		
	-		-		
48	102	gray Parking Lot Concrete	S. END, middle	[]	Parking lot ↓
	103		W side, center		
	104		N. END, center		

HA	Sample Number	Material Description	Sample Location	Approximate Quantity	Comments
49	105	Gray concrete wheel stop	W. side, middle	multiple	Park Lot ↓
	106		NW corner		
	-		-		
50	107	Gray square Corb' wheelstop	S. END, E. side	- (2)	↓
	-		-		
	-		-		
51	108	Black Felt Paper	N. END, middle	(24x60)	Pavillion Under metal roof ↓
	109		SE corner		
	-		-		
52	110	Gray concrete PAD and Gray concrete Patch	N. END, middle	(24x60)	↓
	-		-		
	-		-		
53	111	White window CAULK	main Rm, E. side, middle	Additional samples collected	All windows ↓
	112		Purple Rm, SE Corner Area		
	113		movie Rm, E. side middle		
54	114	Beze Tecton material	Gym, N. END, middle	* Only in Gym.	↓
	115		↓		
	116		↓ S. END, W. side.		

STAFF CERTIFICATIONS

Vern Roberts Environmental Training, Inc.
13987 94th Avenue N Seminole, FL 33776
727-593-3067
Asbestos Survey & Mechanical (Inspector) Refresher
Training

This is to Certify that
Robert Mundy

Has completed the requisite training for asbestos accreditation
under TSCA TITLE II
Date of Examination 4/6/2018

Date of Course: 4/6/2018 Expiration Date 4/6/2019
Certificate # 04061801AM
Course # FL49-0006322 Provider # FL49-0003810


Instructor

Asbestos Online Training, LLC

13987 94th Avenue N Seminole, FL 33776

727-593-3067

Asbestos Survey & Mechanical (AHERA Building
Inspector) Refresher Training

This is to certify that

Joseph Adelman

Training was in accordance with Title II of TSCA, 40 CFR
Part 763. Appendix C to Subpart E as revised

Date of Course Examination 5/9/18

Date of Course Completion 5/9/18

Expiration Date 5/9/19

Certificate # 5918716

Course # FL-490006359 Provider # FL-490005406



INSTRUCTOR



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**ASBESTOS LICENSING UNIT
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783**

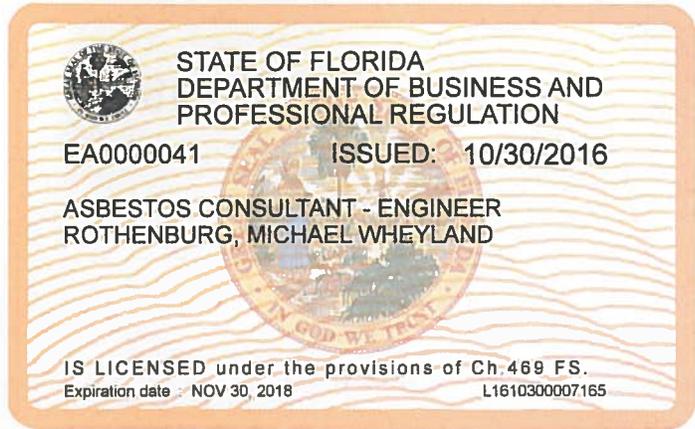
(850) 487-1395

**ROTHENBURG, MICHAEL WHEYLAND
1512 S. TRASK ST.
TAMPA FL 33629**

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DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ASBESTOS LICENSING UNIT**

LICENSE NUMBER
EA0000041

The ASBESTOS CONSULTANT - ENGINEER
Named below IS LICENSED
Under the provisions of Chapter 469 FS.
Expiration date: NOV 30, 2018

**ROTHENBURG, MICHAEL WHEYLAND
1512 S TRASK ST
TAMPA FL 33629**



ISSUED: 10/30/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1610300007165



RICK SCOTT, GOVERNOR

ATTACHMENT F

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ASBESTOS LICENSING UNIT

THE ASBESTOS BUSINESS ORGANIZATION HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 469, FLORIDA STATUTES

PROFESSIONAL SERVICE INDUSTRIES INC

MICHAEL W. ROTHENBURG
545 EAST ALGONQUIN ROAD
ARLINGTON HEIGHTS IL 60005

LICENSE NUMBER: ZA101

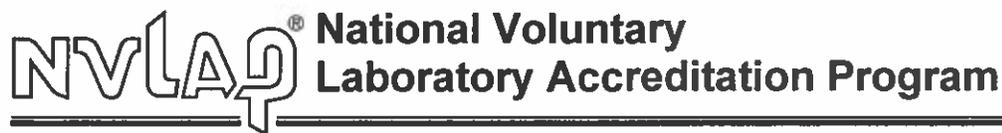
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SCOPE OF ACCREDITATION TO ISO/IEC 17025:2005

PSI

PSI, Inc.

850 Poplar Street

Pittsburgh, PA 15220

Ms. Catherine McNamee

Phone: 412-922-4010 x286 Fax: 412-922-4014

Email: cathy.mcnamee@psiusa.com

<http://www.psiusa.com>

ASBESTOS FIBER ANALYSIS

NVLAP LAB CODE 101350-0

Bulk Asbestos Analysis

Code

Description

18/A01

EPA -- Appendix E to Subpart E of Part 763 -- Interim Method of the Determination of Asbestos in Bulk Insulation Samples

18/A03

EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

Airborne Asbestos Analysis

Code

Description

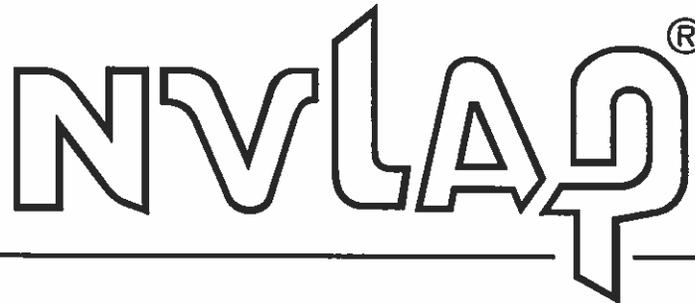
18/A02

U.S. EPA's "Interim Transmission Electron Microscopy Analytical Methods-Mandatory and Nonmandatory and Mandatory Section to Determine Completion of Response Actions" as found in 40 CFR, Part 763, Subpart E, Appendix A.

A handwritten signature in black ink, appearing to read "David S. Herman".

For the National Voluntary Laboratory Accreditation Program

United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2005

NVLAP LAB CODE: 101350-0

PSI
Pittsburgh, PA

*is accredited by the National Voluntary Laboratory Accreditation Program for specific services,
listed on the Scope of Accreditation, for:*

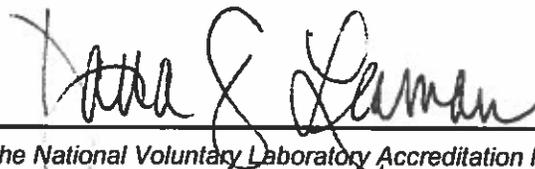
Asbestos Fiber Analysis

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality
management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).*

2017-07-01 through 2018-06-30

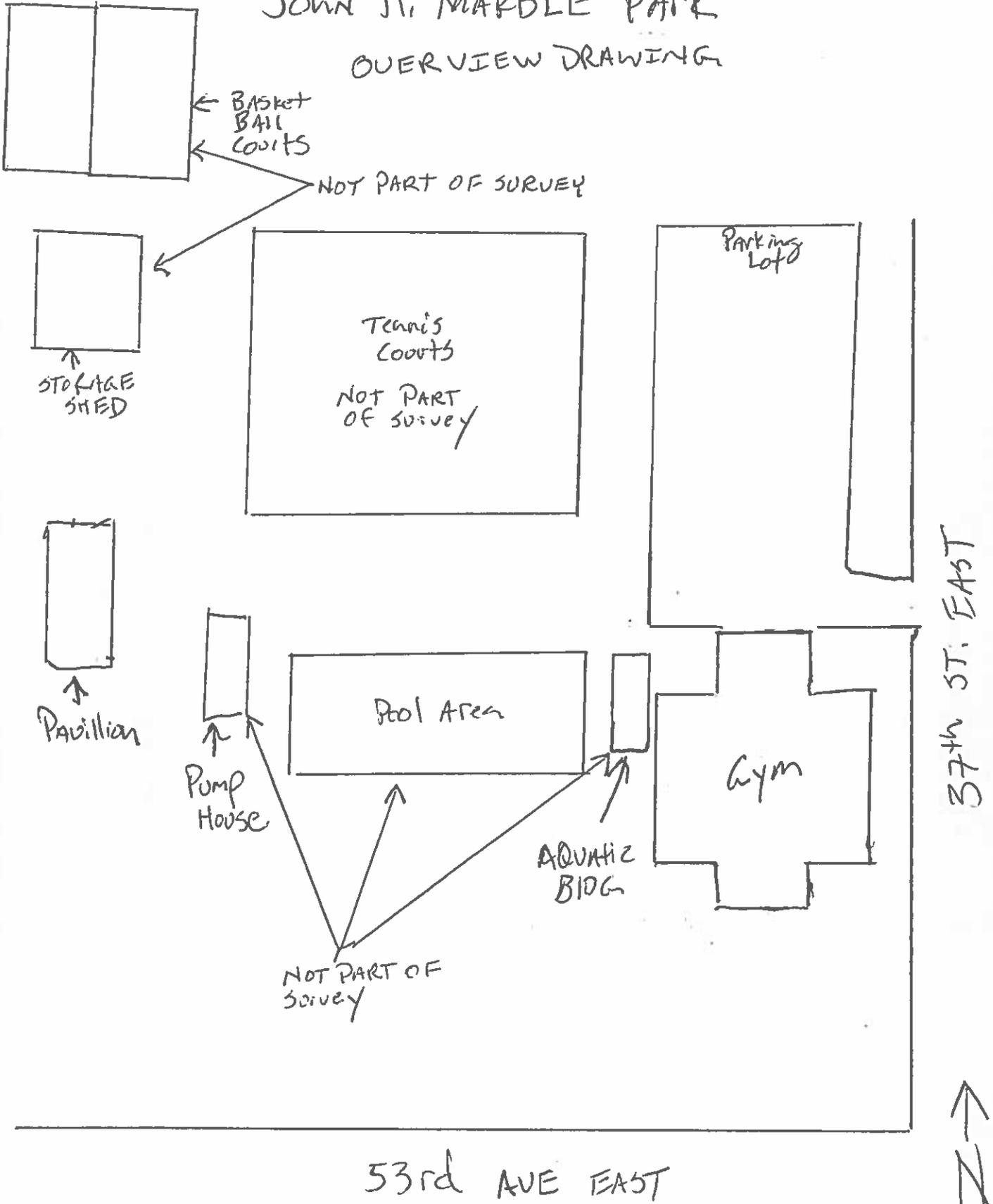
Effective Dates




For the National Voluntary Laboratory Accreditation Program

OVERVIEW DRAWING OF JOHN H. MARBLE PARK

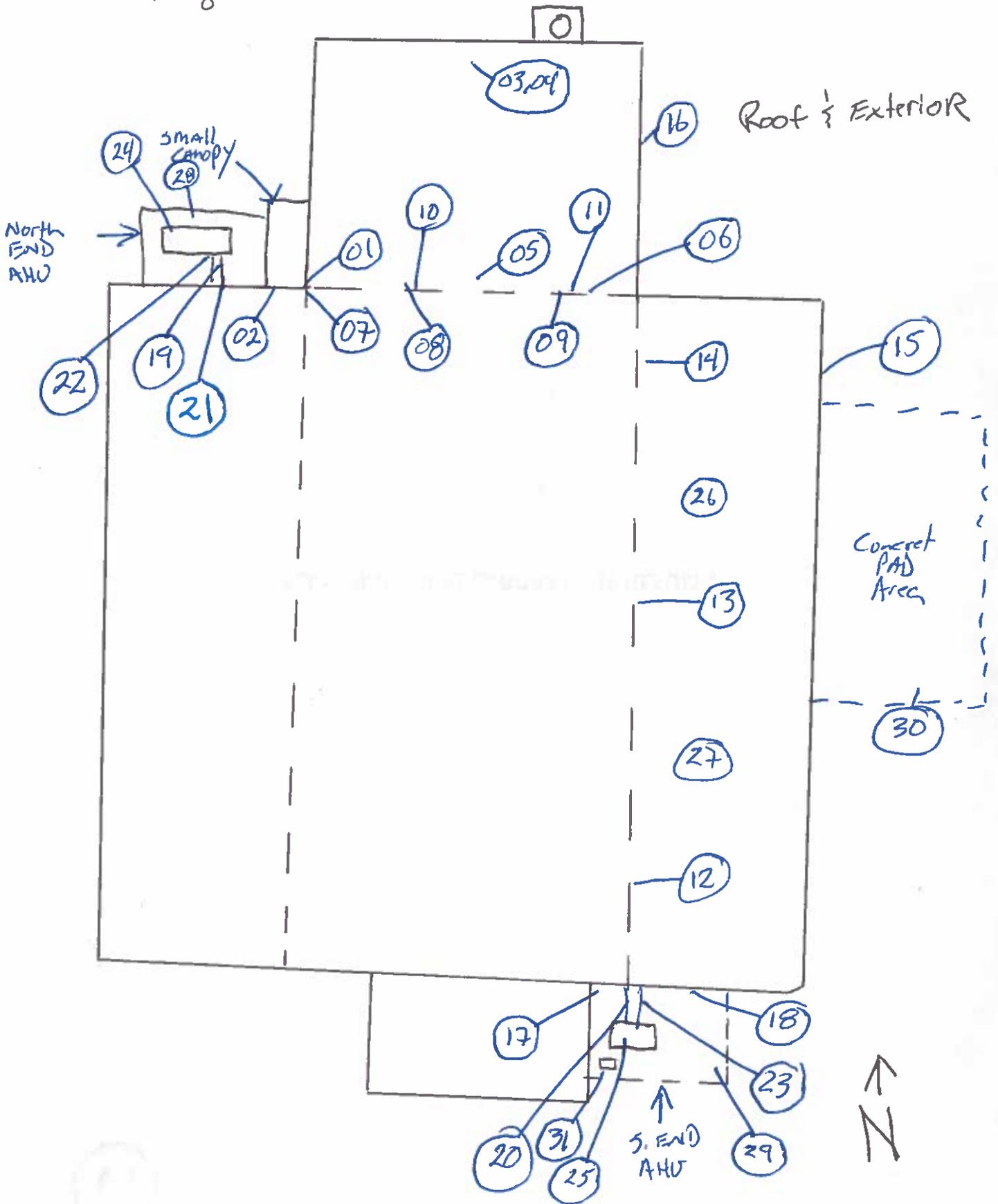
JOHN H. MARBLE PARK OVERVIEW DRAWING



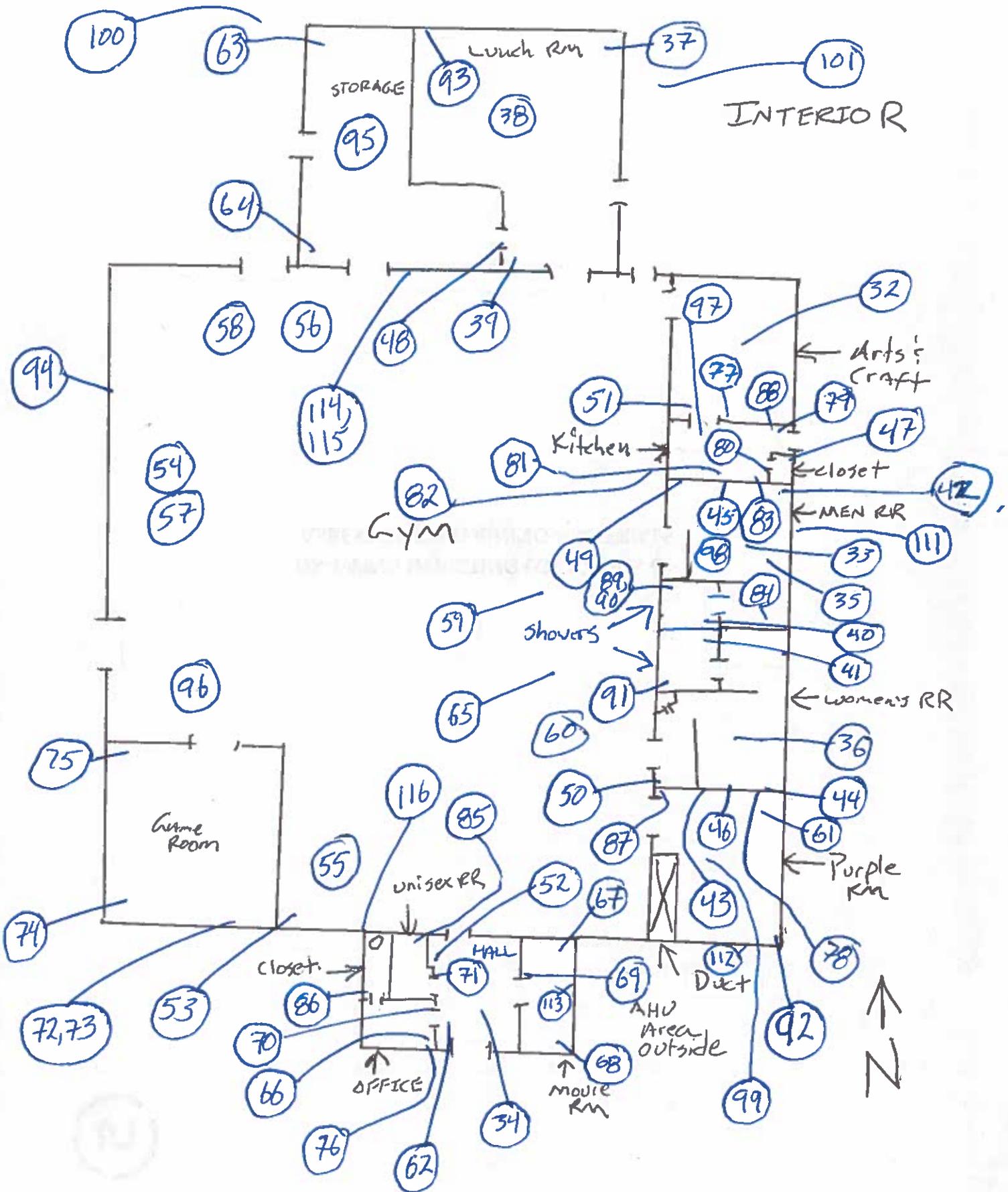
FIELD DRAWINGS WITH SAMPLE LOCATIONS

ATTACHMENT F
John H. MARBLE PARK
Gymnasium

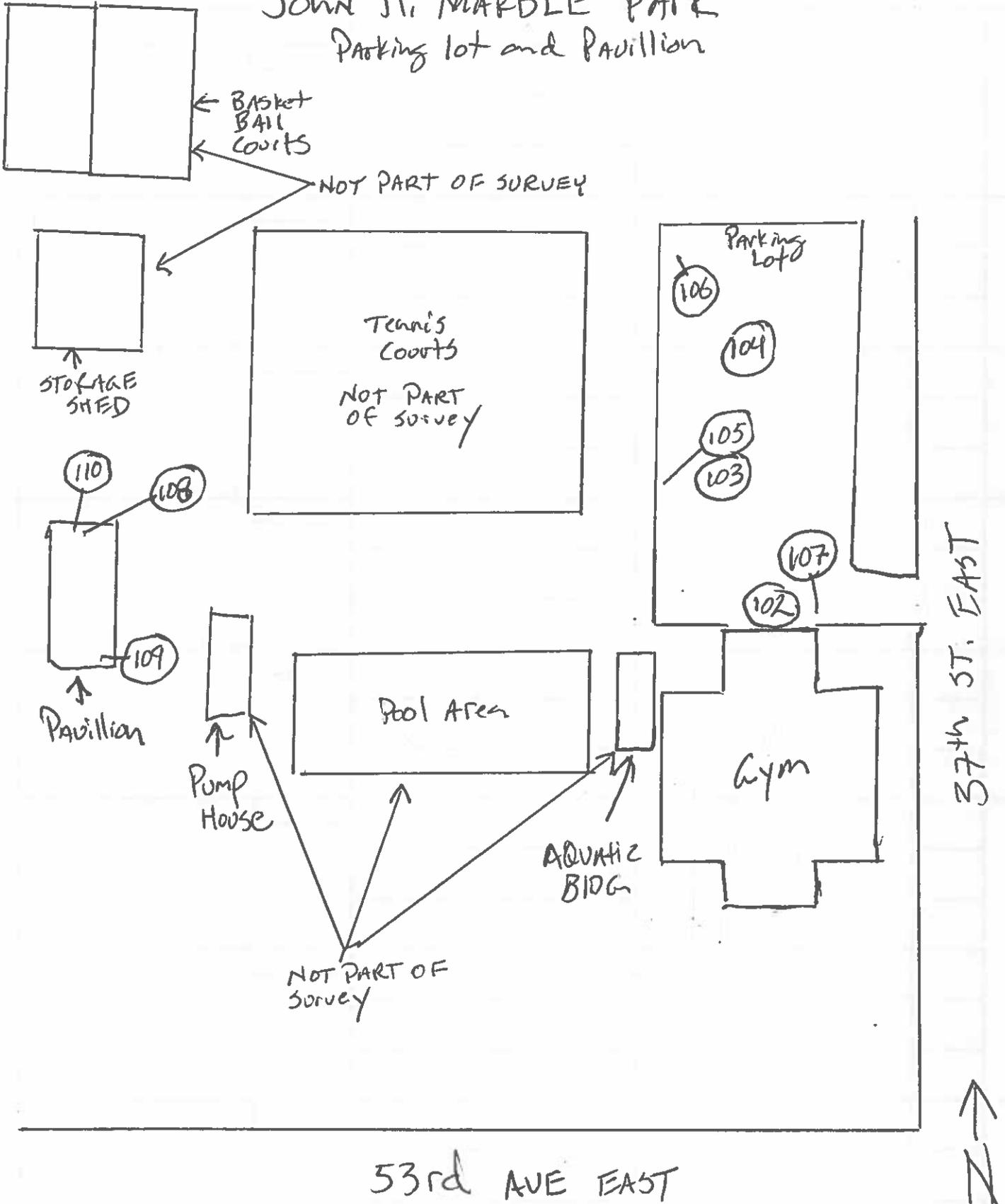
Parking Lot



ATTACHMENT F
John H. MARBLE PARK
Gymnasium



John H. Marble Park Parking lot and Pavillion



Basket Ball Courts

NOT PART OF SURVEY

STORAGE SHED

Tennis Courts
NOT PART OF SURVEY

Parking Lot

106

104

105

103

107

102

37th ST. EAST

Pavillion

Pump House

Pool Area

AQUATIC BLDG

Gym

NOT PART OF SURVEY

53rd AVE EAST



**SUBSURFACE SOIL EXPLORATION AND
GEOTECHNICAL ENGINEERING EVALUATION
PROPOSED IMPROVEMENTS;
JOHN MARBLE PARK
BRADENTON,
MANATEE COUNTY, FLORIDA**



Ardaman & Associates, Inc.

CORPORATE HEADQUARTERS

8008 S. Orange Avenue, Orlando, FL 32809 - Phone: (407) 855-3860 Fax: (407) 859-8121

Branch Office Locations

Florida: Bartow, Cocoa, Fort Myers, Miami, Orlando, Port St. Lucie, Sarasota, Tallahassee, Tampa, West Palm Beach
Louisiana: Baton Rouge, Monroe, New Orleans, Shreveport

MEMBERS:

ASTM International
American Concrete Institute
Geoprofessional Business Association
Society of American Military Engineers
American Council of Engineering Companies



Ardaman & Associates, Inc.

Geotechnical, Environmental and
Materials Consultants

January 24, 2019
File No. 18-7388

TO: Manatee County Property Management Department
P.O. Box 1000
Bradenton, Florida 34206-1000

Attention: Ms. Debra Leavenworth

SUBJECT: Subsurface Soil Exploration and Geotechnical Engineering Evaluation
Proposed Improvements; John Marble Park
Bradenton, Manatee County, Florida

Dear Ms. Leavenworth:

As requested and authorized, Ardaman & Associates has completed a subsurface soil exploration program at the site referenced above. Our services were provided in general accordance with those outlined in our work authorization request dated January 2, 2019. The purpose of this program was to evaluate the subsurface soil conditions and provide recommendations for site preparation and foundation design.

This report documents our findings and presents our engineering recommendations. It has been prepared for the exclusive use of Manatee County - Property Management Department for specific application to the subject project, in accordance with generally-accepted geotechnical engineering practices.

PROJECT INFORMATION

We understand that the proposed construction includes a single-story gymnasium and a single-story CMU office building. The proposed buildings will include load bearing walls and interior columns with a slab-on-grade ground floor.

The maximum foundation loads for the proposed structures were not available at the time of this report. However, based on our experience with similar projects, the maximum loads are expected to be as follows:

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Wall Load:	1 to 3 kips per linear foot (kip/ft)
Column Load:	40 kips
Floor Load:	100 pounds per square foot (lb/sq ft)

We have also assumed that less than 2 feet of fill will be required to achieve the ground (finished) floor elevation. If actual building loads or fill height exceed our assumptions, then the recommendations in this report may not be valid.

SITE LOCATION AND CONDITIONS

The subject site is located in Bradenton, Manatee County, Florida. More specifically, the site is located on the existing campus of John Marble Park, at the northwest corner of 53rd Avenue East and 37th Street East.

At the time of our field explorations, the site was developed with various improvements associated with the existing park.

The USGS topographic survey map for the site vicinity (Bradenton, Florida Quadrangle, published May 4, 2018) was reviewed for ground surface features at the proposed project location. Based on this review, the natural ground surface elevation is in the range of +10 to +15 feet National Geodetic Vertical Datum of 1929 (NGVD). The topographic survey map does not indicate any significant features other than an apparent small ditch running in a northwest to southeast orientation across the subject site. Based on visual observations of the subject site at the time of our field explorations, the ditch is no longer present on site.

REVIEW OF SOIL SURVEY MAPS

Based on the U.S. Department of Agriculture, Soil Conservation Service (now the Natural Resources Conservation Service) "Soil Survey of Manatee County, Florida," the site is located in an area mapped as the "Wabasso fine sand" soil series.

The "Wabasso fine sand" soil series consists of nearly level, poorly drained soil in areas of broad flatwoods. A typical soil profile consists of fine sand to a depth of 37 inches underlain by loamy material to a depth of 65 inches, underlain by sand with shell fragments to a depth of 80 inches



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or more. According to the Soil Survey, during most years the water table is at a depth of 10 to 40 inches below the natural ground surface for more than 6 months and within a depth of less than 10 inches for less than 60 days in wet seasons and at a depth of more than 40 inches during very dry seasons.

FIELD EXPLORATION PROGRAM

Our field exploration program included conducting five (5) Standard Penetration Test (SPT) borings and three (3) auger borings at the locations shown on the attached Figure 1. The SPT borings were performed to determine the nature and condition of the subsurface soils to a maximum depth of 25 feet below the existing ground surface, and the Auger borings were performed to determine the soils to a depth of 6 feet below the existing ground surface. Test boring depths, location and number were requested by Manatee County Property Management. We understand that the buildings will be constructed adjacent to the SPT boring locations. The SPT soil borings were initially drilled to a depth of 4.5 feet with a hand auger at each boring location in order to avoid damaging possible underground utilities. The equipment and procedures used in the borings are described in the Appendix of this report.

Test borings were located in the field utilizing an aerial photograph of the site and visual reckoning to available landmarks. The locations should be considered accurate only to the degree implied by the method used. Should more accurate locations be required, a registered land surveyor should be retained.

LABORATORY TESTING

The field soil boring logs and recovered soil samples were transported to our Sarasota office following the completion of the field exploration activities. Each representative sample was examined by a geotechnical engineer in our laboratory for visual classification and assignment of laboratory tests.

The laboratory tests performed included determining the fines (silt and clay) content, organic content and water (natural moisture) content of selected samples. The test results are presented on the graphic soil profiles on Figure 2, at the depth from which the respective samples were recovered.



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The tests were performed in accordance with the applicable ASTM standards, which are listed in the Appendix. The soil descriptions shown on the soil profiles are based on the laboratory test results and a visual classification procedure in general accordance with the Unified Soil Classification System (ASTM D-2487 or D-2488).

SUBSURFACE SOIL CONDITIONS

The general subsurface soil conditions encountered during the field exploration program are depicted on the graphic soil profiles (boring logs) on Figures 2 and 3 of this report. Soil stratification is based on examination of recovered soil samples and interpretation of field boring logs. The stratification lines represent the approximate boundaries between the soil types, while the actual transitions may be gradual.

A generalization of the subsurface soil conditions encountered in the borings is described below:

DEPTH (feet)		SOIL DESCRIPTION
From	To	
0	4.5	Fine sand (SP), fine sand with silt (SP-SM) and fine sand with clay (SP-SC)
4.5	12.5	Very loose to medium dense fine sand (SP), fine sand with silt (SP-SM), fine sand with clay (SP-SC), silty clayey fine sand (SC-SM) and clayey fine sand (SC)
12.5	17.5	Loose to medium dense clayey fine sand (SC) and silty clayey fine sand (SC-SM) and stiff to hard cemented silt (ML)
17.5	25	Hard cemented silt (ML), occasionally not cemented, to very dense cemented silty fine sand (SM)

GROUNDWATER LEVEL

At the time of our field exploration program, the measured water level in the boreholes ranged from approximately 3 to 4½ feet below the existing ground surface. These water level readings may differ from the actual groundwater table due to variations in the permeability of soil layers. The degree of accuracy of the reported water levels is also related to the time allowed for the borehole water level to reach equilibrium. In addition, the groundwater level will fluctuate over time, due to variations in seasonal rainfall and other factors.



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NORMAL SEASONAL HIGH GROUNDWATER LEVEL

The normal seasonal high groundwater level is the level in the August to September period at the end of the rainy season during a year of normal (average) rainfall. The water table elevations associated with a higher than normal rainfall and in the extreme case, flood, would be higher to much higher than the normal seasonal high groundwater level. The normal high water levels would more approximate the normal seasonal high groundwater levels.

The seasonal high groundwater level is affected by a number of factors. The drainage characteristics of the soils, the land surface elevation, relief points such as drainage ditches, lakes, rivers, swamp areas, etc., and distance to relief points are some of the more important factors influencing the seasonal high groundwater level.

Based on our interpretation of the site conditions using our boring logs, we estimate the normal seasonal high groundwater level at the boring locations to be approximately 1.5 feet above the groundwater levels measured at the time of our field exploration. We note that these levels appear deeper than what is estimated by the soil survey. This discrepancy is likely explained by fill previously placed on site to raise natural grades and/or artificial drainage established in the nearby roads and developments.

ENGINEERING EVALUATION AND RECOMMENDATIONS

Soil Evaluation

Based on the results of our exploration and our engineering analyses, the soils encountered at the subject site are capable of supporting the proposed structures on conventionally designed shallow foundation systems, if the soils are properly prepared.

Given that a small ditch feature was shown running across the site in the historic topographic map and that no current indications of a ditch are present on site, we request full-time observation by an Ardaman & Associates representative during the construction proof rolling operations. If any soft areas are encountered during proof rolling, they could be indicative of a poorly backfilled ditch feature. If any deleterious soils are found during excavation of any loose or soft zones, they would need to be removed down to the bottom of the disturbance and replaced with suitable compacted backfill.



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We estimate that a total settlement of less than one inch will occur, with an estimated differential settlement of less than one-half inch. Most of the settlement should occur concurrent with application of the structural loads, due to the sandy nature of the underlying soils.

This soil evaluation assumes that the soils are prepared in accordance with the soil preparation recommendations of this report, that foundation loads are no greater than those indicated previously and that our foundation design recommendations are followed. The recommended site preparation program involves densification of the subgrade foundation surfaces to compress loose surficial soils, as well as subgrade soils disturbed by other site preparation procedures, thereby creating a more uniform and less yielding soil mass. The created conditions will promote a more uniform settlement of the structure, thereby reducing the incidence and magnitude of differential settlement.

Foundation Design

Foundations for the proposed structure may be designed for an allowable soil contact pressure of 2,000 pounds per square foot (psf). We recommend that all wall foundations be no less than 18 inches wide and column foundations be no less than 24 inches wide. All foundations should be designed for an equal dead load distribution in accordance with building code requirements.

All footings should be embedded so that the bottom of the foundation is a minimum of 18 inches below adjacent compacted ground surface grades on all sides. This minimum embedment is desired to provide adequate confinement of the bearing soils, and to achieve the recommended bearing pressure. In addition, all footings should be constructed in a "dry" fashion. We recommend that the building grades be selected so that normal seasonal high groundwater levels remain at least one foot below footings.

Foundations located adjacent to the existing structure may need special consideration. We recommend that the foundations for building additions be structurally independent of the existing building since the additional load of the new structure on existing footings may cause detrimental settlement and unsightly cracking. We also recommend using flexible connections between the original building and any structural additions.



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Floor Slab Recommendations

The floor slab may be safely supported as a slab-on-grade provided that the site preparation recommendations are followed. We recommend that all ground floor slabs be "floating", meaning that they are generally ground supported and not rigidly connected to walls or foundations. This is to minimize the possibility of cracking and displacement of the floor slabs because of differential movements between the slab and the foundation. If an integral footing-slab construction is planned for this building, we recommend additional reinforcing steel in this area to tie the footings and slab together, and to reduce the potential for cracking caused by differential movement.

We also recommend that in areas where floor finishes will be used, the floor slab bearing soils should be covered by a lapped polyethylene sheeting in order to reduce the potential for floor dampness, which can affect the performance of glued tile, carpet and other flooring. This membrane should consist of a minimum 6-mil single layer of non-corroding, non-deteriorating sheeting material placed to minimize seams and to cover all of the soil below the building floor. This membrane should be cut in cross shape for pipes or other penetrations and the membrane should extend to within one-half inch of all pipes or other penetrations. All seams of the membrane should be lapped at least 12 inches. Punctures or tears in the membrane should be repaired with the same or compatible material.

The performance of concrete floor slabs is also affected by the concrete mix that is used. A relatively high water-cement ratio can cause aesthetic disruptions, such as slab curling and shrinkage cracking. Also, an additional waiting period may be required prior to installing moisture sensitive floor covering because of moisture loss from the concrete floor slab. For these reasons, we recommend a concrete mix design be selected with a water-cement ratio not exceeding 0.45. In addition, we recommend water curing for the first 3 days to minimize floor cracking and curling.

Soil Preparation Recommendations

The existing surficial soils should be prepared, prior to placement of structural fill and foundation construction on the soils, in accordance with the following site preparation recommendations. The recommended procedures should be covered in the project specifications, and completed prior to construction of the foundation system.



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1. The building area, plus a margin of at least 5 feet outside building perimeter lines, should be cleared (stripped) of all surface vegetation and organic debris. After stripping, this area should be grubbed or root-raked to completely remove roots with a diameter greater than ½ inch, stumps, or smaller roots in a concentrated state. The actual depths of stripping and grubbing must be determined by visual observation and judgment during the earthwork operation. All existing slabs, abandoned utilities and underground structures should either be removed or filled with cement grout to reduce the possibility of soil erosion into the voids.
2. Following the clearing operations, the exposed subgrade should be evaluated and proof-rolled to confirm that all unsuitable materials have been removed. The proof-rolling should consist of compaction with equipment capable of providing the densities required below. Careful observations should be made during proof-rolling to help identify any areas of soft yielding soils that may require over-excavation and replacement. Care should be used when operating vibratory compactors near the existing structures (within 75 feet) to avoid transmission of vibrations that could cause settlement damage or disturb occupants. Areas close to existing structures should be compacted using static (non-vibratory) compaction methods.
3. After proof-rolling and remediation of any yielding areas noted, the building area (plus the 5 feet margin) should be compacted with at least 6 passes using equipment capable of achieving the compaction requirements. Each pass should overlap the preceding pass by at least 30 percent (%) and some of the passes should be made in a perpendicular direction. Sufficient passes should be made over the building area, plus the 5 feet margin, to produce a density of at least 95% of Modified Proctor (ASTM D-1557) maximum density to a depth of 1 foot below the compacted surface.
4. After compaction and testing to verify that the desired compaction has been achieved at this elevation, fill consisting of clean fine sands containing no more than 12% passing the No. 200 sieve, and having a Unified Soil Classification (ASTM D-2487) of "SP" or "SP-SM," can be placed in level lifts not exceeding 12 inches loose thickness and compacted with the equipment described above. Each lift should be compacted to at least 95% of Modified Proctor maximum density prior to the placement of subsequent lifts and density tests to confirm compaction should be performed in each fill lift before the next lift is placed. We note that soils with more than 12% passing the No. 200 sieve can be used as fill in some applications, but will be more difficult to moisture condition and compact due to their inherent nature to retain moisture.
5. After excavation for the foundations, the foundation contact soils should be compacted to a minimum of 95% of Modified Proctor maximum density, using suitable mechanical equipment to achieve the specified level of density to the required depth. Foundation bottom grade should be tested to confirm that a minimum density of 95 percent of the Modified Proctor maximum dry density



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(ASTM D-1557) exists to a depth of 12 inches below footing bottom. If necessary, the bottom of the footing excavation shall be over-excavated, refilled, and recompacted with mechanical equipment to achieve the necessary minimum field density to the required depth.

6. Fill necessary to raise the grade from the top of the foundation elevation to finished floor slab subgrade elevation should also consist of clean fine sands meeting the requirements of item No. 4, above, and compacted to at least 95% of Modified Proctor maximum density. If fill is placed inside partially completed walls, extreme care should be exercised to avoid damage to these walls.
7. A geotechnical engineer or his representative from Ardaman & Associates, Inc., Sarasota office, should inspect and test the compacted excavated elevations and each layer of fill to verify compliance with the above recommendations. In addition, a representative should inspect and test the foundation contact soils immediately prior to concrete placement.

During the compaction process, soil moisture contents may need to be controlled in order to facilitate proper compaction. If additional moisture is necessary to achieve compaction objectives of imported structural fill, then water should be applied in such a way that it will not cause erosion or removal of the subgrade soils. In the event that applied water does not penetrate sufficiently deep into natural soils to act as a lubricant in the compaction process, it will be necessary to disk or otherwise break up the soils before and during application of water. A moisture content within two percentage points of the optimum indicated by the modified Proctor test (ASTM D-1557) is recommended prior to compaction of the natural ground and structural fill.

Dewatering

If the control of groundwater is required to achieve the necessary stripping, excavation, proof-rolling, filling, compaction, and any other earthwork, sitework, or foundation subgrade preparation operations required for the project, the actual method(s) of dewatering should be determined by the contractor. Dewatering should be performed to lower the groundwater level to depths that are adequately below excavations and compaction surfaces. Adequate groundwater level depths below excavations and compaction surfaces vary depending on soil type and construction method, and are usually two feet or more. Dewatering solely with sump pumps may not achieve the desired results.



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QUALITY ASSURANCE

We recommend establishing a comprehensive quality assurance program to verify that all site preparation and foundation construction is conducted in accordance with the appropriate plans and specifications. Since Ardaman & Associates has performed and interpreted the results of a geotechnical exploration for the site and has prepared earthwork and foundation design recommendations based upon this interpretation, Ardaman is best suited to provide quality assurance testing and inspection services to assure that the intent of our recommendations have been implemented during construction.

As a minimum, an on-site engineering technician should monitor all stripping and grubbing to verify that all deleterious materials have been removed and should observe the proof-rolling operation to verify that the appropriate number of passes are applied to the subgrade. In-situ density tests should be conducted during filling activities and below all footings and floor slabs to verify that the required densities have been achieved. In-situ density values should be compared to laboratory Proctor moisture-density results for each of the different natural and fill soils encountered.

We also recommend inspecting and testing the construction materials for the foundations and other structural components.

In-Place Density Testing Frequency

In this region, earthwork testing is typically performed on an on-call basis when the contractor has completed a portion of the work. The test result from a specific location is only representative of a larger area if the contractor has used consistent means and methods and the soils are practically uniform throughout. The frequency of testing can be increased and full-time construction inspection can be provided to account for variations. We recommend that the following minimum testing frequencies be utilized.

Structure Test Location	Percent Compaction (ASTM D1557)	Depth (inches)	Recommended Minimum Test Frequency
Bottom of Footings	95	12	At column footings and every 75 l.f. of wall footing per 2,500 sq.ft. of structural area per 2,500 sq.ft. of structural area per lift
Slab Subgrade	95	12	
Structural Fill	95	full depth	



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If the plans and specifications for the project are more stringent than the requirements listed above, the requirements of the plans and specifications should be followed.

Representative samples of the various natural ground and fill soils should be obtained and transported to our laboratory for Proctor compaction tests. These tests will determine the maximum dry density and optimum moisture content for the materials tested and will be used in conjunction with the results of the in-place density tests to determine the degree of compaction achieved.

GENERAL COMMENTS

The analysis and recommendations submitted in this report are based upon the data obtained from eight (8) test borings performed at the locations indicated on the attached Figure 1. This report does not reflect any variations which may occur outside of or between the boring locations. While the borings are representative of the subsurface conditions at their respective locations and within their respective vertical reaches, local variations characteristic of the subsurface materials of the region are anticipated and may be encountered. The nature and extent of variations may not become evident until during the course of a ground improvement program, if such a program is undertaken. If variations then appear evident, it will be necessary to reevaluate the recommendations of this report, after performing on-site observations during the construction period and noting the characteristics of any variations. The boring logs and related information are based upon the driller's logs and visual examination of selected samples in the laboratory. The delineation between soil types shown on the logs is approximate, and the description represents our interpretation of the subsurface conditions at the designated boring location on the particular date drilled.

The groundwater table depths shown on the boring logs represent the groundwater surfaces encountered on the dates shown. Fluctuation of the groundwater table should be anticipated throughout the year.



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January 24, 2019*

It has been a pleasure to be of assistance to you with this project. Please contact us when we may be of further service to you, or should you have any questions concerning this report.

Very truly yours,

ARDAMAN & ASSOCIATES, INC.
Certificate of Authorization No. 5950

This document has been digitally signed and sealed by:

Printed copies of this document are not considered signed and sealed. The signature must be verified on electronic documents

Gregory S. Stevens, P.E.
Project Engineer
Fl. License No. 71511



Jerry H. Kuehn, P.E.
Senior Project Engineer
Fl. License No. 35557

GSS/JHK:ly



APPENDIX

SOIL BORING, SAMPLING AND TESTING METHODS

Standard Penetration Test

The Standard Penetration Test (SPT) is a widely accepted method of in situ testing of foundation soils (ASTM D-1586). A 2-foot long, 2-inch O.D. split-barrel sampler attached to the end of a string of drilling rods is driven 18 inches into the ground by successive blows of a 140-pound hammer freely dropping 30 inches. The number of blows needed for each 6 inches of penetration is recorded. The sum of the blows required for penetration of the second and third 6-inch increments of penetration constitutes the test result or N-value. After the test, the sampler is extracted from the ground and opened to allow visual examination and classification of the retained soil sample. The N-value has been empirically correlated with various soil properties allowing a conservative estimate of the behavior of soils under load. The following tables relate N-values to a qualitative description of soil density and, for cohesive soils, an approximate unconfined compressive strength (Qu):

Cohesionless Soils:	<u>N-Value</u>	<u>Description</u>
	0 to 4	Very loose
	4 to 10	Loose
	10 to 30	Medium dense
	30 to 50	Dense
	Above 50	Very dense

Cohesive Soils:	<u>N-Value</u>	<u>Description</u>	<u>Qu (ton/ft²)</u>
	0 to 2	Very soft	Below 0.25
	2 to 4	Soft	0.25 to 0.50
	4 to 8	Medium stiff	0.50 to 1.0
	8 to 15	Stiff	1.0 to 2.0
	15 to 30	Very stiff	2.0 to 4.0
	Above 30	Hard	Above 4.0

The tests are usually performed at 5-foot intervals. However, more frequent or continuous testing is done by our firm through depths where a more accurate definition of the soils is required. The test holes are advanced to the test elevations by rotary drilling with a cutting bit, using circulating fluid to remove the cuttings and hold the fine grains in suspension. The circulating fluid, which is a bentonitic drilling mud, is also used to keep the hole open below the water table by maintaining an excess hydrostatic pressure inside the hole. In some soil deposits, particularly highly pervious ones, NX-size flush-coupled casing must be driven to just above the testing depth to keep the hole open and/or prevent the loss of circulating fluid.

Representative split-spoon samples from each sampling interval and from every different stratum are brought to our laboratory in air-tight jars for further evaluation and testing, if necessary. After thorough examination and testing of the samples, the samples are discarded unless prior arrangements have been made. After completion of a test boring, the hole is kept open until a steady state groundwater level is recorded. The hole is then sealed, if necessary, and backfilled.

A hammer with an automatic drop release (auto-hammer) is sometimes used. In this case, a correction factor is applied to the raw blow counts, since the energy efficiency of the auto-hammer is greater than that of the safety hammer. The auto-hammer blow counts are corrected to equivalent safety hammer "N" values, based upon calibration of the auto-hammer (per ASTM D4633) and standard practice.

Auger Borings

Auger borings are used when a relatively large, continuous sampling of soil strata close to ground surface is desired. A 4-inch diameter, continuous flight, helical auger with a cutting head at its end is screwed into the ground in 5-foot sections. It is powered by the rotating action of the Kelly bar of a rotary drill rig. The sample is recovered by withdrawing the auger out of the ground without rotating it. The soil sample so obtained is classified and representative samples put in bags or jars and brought back to the laboratory for further classification and testing.

Hand Auger Borings

Hand auger borings are used, if soil conditions are favorable, when the soil strata are to be determined within a shallow (approximately 5 to 9 feet) depth or when access is not available to power drilling equipment. A 3-inch diameter, hand bucket auger with a cutting head is simultaneously turned and pressed into the ground. The bucket auger is retrieved to the surface at approximately 6-inch intervals and its contents emptied for inspection. The soil sample so obtained is classified and representative samples put in bags or jars and transported to the laboratory for further classification and testing.

Laboratory Test Methods

Soil samples returned to our laboratory are examined by a geotechnical engineer or geotechnician to obtain more accurate descriptions of the soil strata. Laboratory testing is performed on selected samples as deemed necessary to aid in soil classification and to further define engineering properties of the soils. The test results are presented on the soil boring logs at the depths at which the respective sample was recovered, except that grain size distributions or selected other test results may be presented on separate tables, figures or plates as described in this report. The soil descriptions shown on the logs are based upon a visual-manual classification procedure in general accordance with the Unified Soil Classification System (ASTM D-2488-84) and standard practice. Following is a list of abbreviations which may be used on the boring logs or elsewhere in this report.

-200	- Fines Content (percent passing the No. 200 sieve); ASTM D1140
DD	- Dry Density of Undisturbed Sample; ASTM D2937
Gs	- Specific Gravity of Soil; ASTM D854
k	- Hydraulic Conductivity (Coefficient of Permeability)
LL	- Liquid Limit; ASTM D423
OC	- Organic Content; ASTM D2974
pH	- pH of Soil; ASTM D2976
PI	- Plasticity Index (LL-PL); ASTM D424
PL	- Plastic Limit; ASTM D424
Qp	- Unconfined Compressive Strength by Pocket Penetrometer;
Qu	- Unconfined Compressive Strength; ASTM D2166 (soil), D7012 (rock)
SL	- Shrinkage Limit; ASTM D427
ST	- Splitting Tensile Strength; ASTM D3967 (rock)
USCS	- Unified Soil Classification System; ASTM D2487, D2488
w	- Water (Moisture) Content; ASTM D2216

Soil Classifications

The soil descriptions presented on the soil boring logs are based upon the Unified Soil Classification System (USCS), which is the generally accepted method (ASTM D-2487 and D-2488) for classifying soils for engineering purposes. The following modifiers are the most commonly used in the descriptions.

For Sands:	<u>Modifier</u>	<u>Fines, Sand or Gravel Content*</u>
	with silt or with clay	5% to 12% fines
	silty or clayey	12% to 50% fines
	with gravel or with shell	15% to 50% gravel or shell
For Silts or Clays:	<u>Modifier</u>	<u>Fines, Sand or Gravel Content*</u>
	with sand	15% to 30% sand and gravel; and % sand > % gravel
	sandy	30% to 50% sand and gravel; and % sand > % gravel
	with gravel	15% to 30% sand and gravel; and % sand < % gravel
	gravelly	30% to 50% sand and gravel; and % sand < % gravel

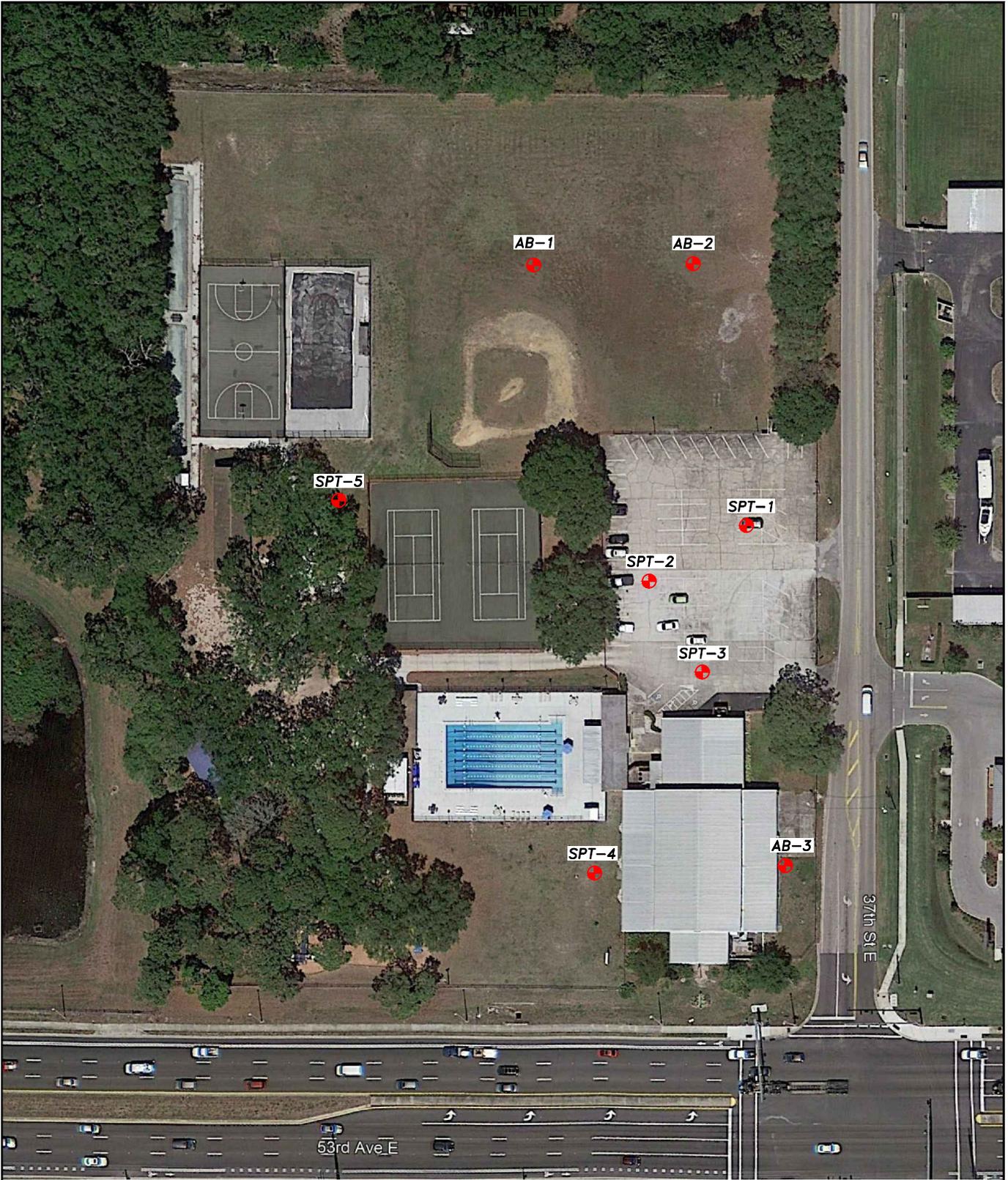
* may be determined by laboratory testing or estimated by visual/manual procedures. Fines content is the combined silt and clay content, or the percent passing the No. 200 sieve.

The USCS also uses a set of Group Symbols, which may also be listed on the soil boring logs. The following is a summary of these.

<u>Group Symbol</u>	<u>General Group Name*</u>	<u>Group Symbol</u>	<u>General Group Name*</u>
GW	Well-graded gravel	SW	Well-graded sand
GP	Poorly graded gravel	SP	Poorly graded sand
GW-GM	Well-graded gravel with silt	SW-SM	Well-graded sand with silt
GW-GC	Well-graded gravel with clay	SW-SC	Well-graded sand with clay
GP-GM	Poorly graded gravel with silt	SP-SM	Poorly graded sand with silt
GP-GC	Poorly graded gravel with clay	SP-SC	Poorly graded sand with clay
GM	Silty gravel	SM	Silty sand
GC	Clayey gravel	SC	Clayey sand
GC-GM	Silty, clayey gravel	SC-SM	Silty, clayey sand
CL	Lean clay	ML	Silt
CL-ML	Silty clay	MH	Elastic silt
CH	Fat clay	OL or OH	Organic silt or organic clay

* Group names may also include other modifiers, per standard or local practice.

Other soil classification standards may be used, depending on the project requirements. The AASHTO classification system is commonly used for highway design purposes and the USDA soil textural classifications are commonly used for septic (on-site sewage disposal) system design purposes.



Base Aerial From Google Earth Pro

➊ TEST BORING LOCATIONS

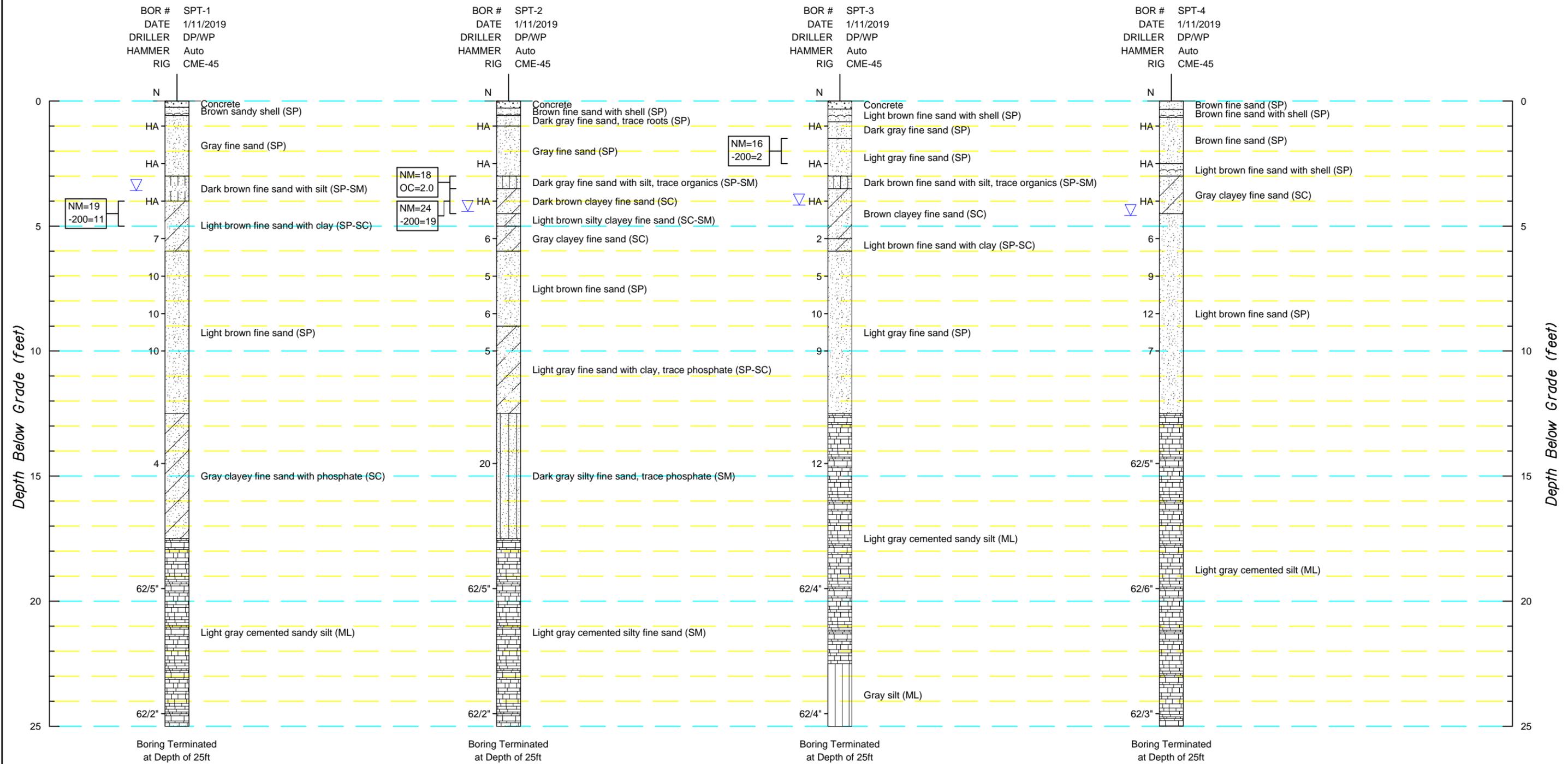


SCALE: 1"=100'

 **Ardaman & Associates, Inc.**
Geotechnical, Environmental and
Materials Consultants

Test Locations
John Marble Park
53rd Ave. E., Bradenton
Manatee County, Florida

DRAWN BY: KGS	CHECKED BY:	DATE: 1/15/19
FILE NO. 18-7388	APPROVED BY:	FIGURE: 1



Cemented or calcareous soils were encountered within the borings. This material may behave as rock and may contain rock inclusions. Excavations into or through cemented or calcareous soils may be difficult and may require non-conventional construction techniques and specialized equipment.

LEGEND

- ▽ GROUNDWATER LEVEL MEASURED ON DATE DRILLED
- N SPT N-VALUE IN BLOWS PER FOOT (UNLESS OTHERWISE NOTED)
- SPT N VALUES CONVERTED TO EQUIVALENT SAFETY HAMMER
- HA HAND AUGER
- 200 FINES PASSING THE NO. 200 SIEVE (%)
- NM NATURAL MOISTURE CONTENT
- OC ORGANIC CONTENT (%)

GRANULAR MATERIALS--RELATIVE DENSITY	SPT (BLOWS/FOOT)
VERY LOOSE	LESS THAN 4
LOOSE	4-10
MEDIUM DENSE	10-30
DENSE	30-50
VERY DENSE	GREATER THAN 50

SILTS AND CLAYS CONSISTENCY	SPT (BLOWS/FOOT)
VERY SOFT	LESS THAN 2
SOFT	2-4
FIRM	4-8
STIFF	8-15
VERY STIFF	15-30
HARD	GREATER THAN 30

Ardaman & Associates, Inc.
 Geotechnical, Environmental and Materials Consultants

Soil Boring Logs
 John Marble Park
 53rd Ave. E., Bradenton
 Manatee County, Florida

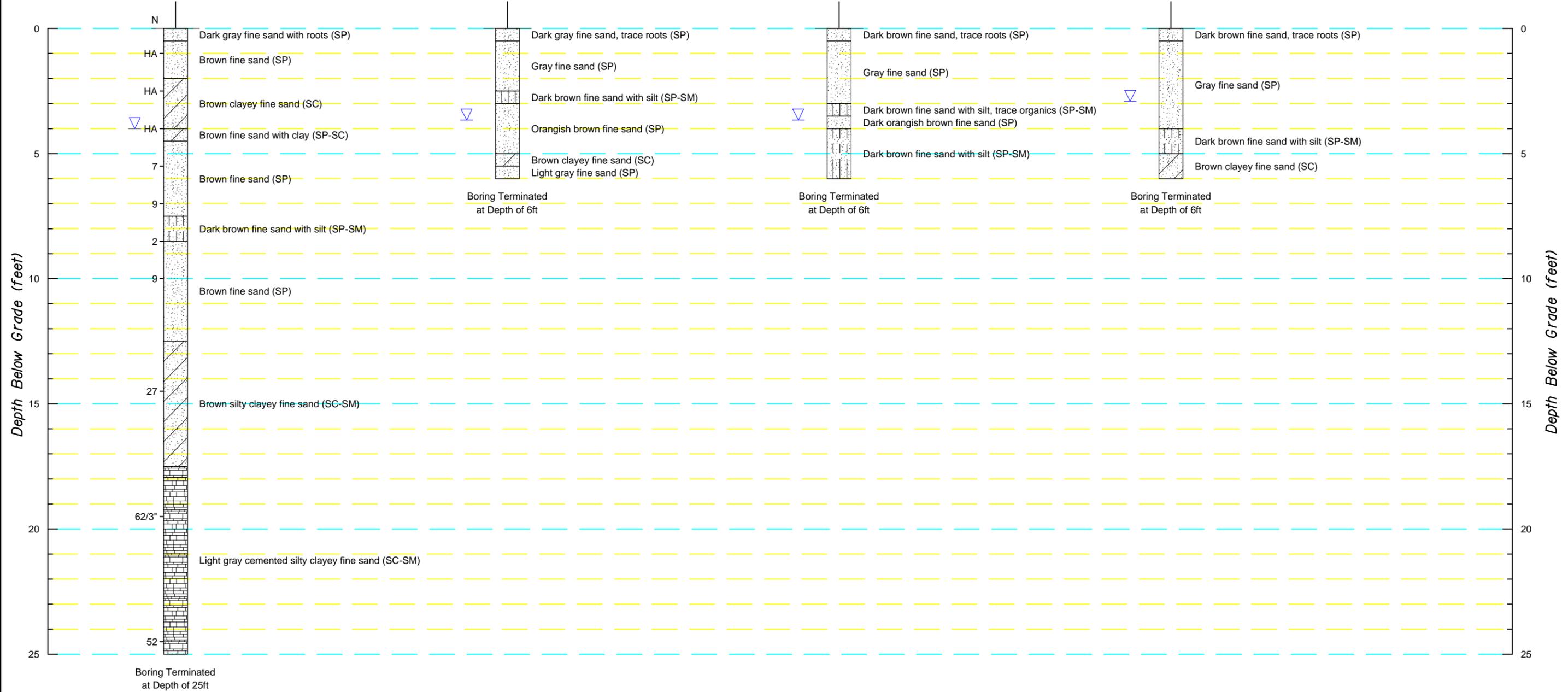
DRAWN BY: KGS CHECKED BY: DATE: 1/15/19
 FILE NO. 18-7388 APPROVED BY: FIGURE: 2

BOR # SPT-5
 DATE 1/11/2019
 DRILLER DP/WP
 HAMMER Auto
 RIG CME-45

BOR # AB-1
 DATE 1/10/2019
 DRILLER DP/WP
 TYPE HAND AUGER

BOR # AB-2
 DATE 1/10/2019
 DRILLER DP/WP
 TYPE HAND AUGER

BOR # AB-3
 DATE 1/10/2019
 DRILLER DP/WP
 TYPE HAND AUGER



Cemented or calcareous soils were encountered within the borings. This material may behave as rock and may contain rock inclusions. Excavations into or through cemented or calcareous soils may be difficult and may require non-conventional construction techniques and specialized equipment.

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Ardaman & Associates, Inc.
 Geotechnical, Environmental and
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Soil Boring Logs
 John Marble Park
 53rd Ave. E., Bradenton
 Manatee County, Florida

DRAWN BY: KGS | CHECKED BY: | DATE: 1/15/19
 FILE NO. 18-7388 | APPROVED BY: | FIGURE: 3

Attachment G, Sample Agreement

AGREEMENT

for

CONSTRUCTION MANAGEMENT AT RISK
SERVICES

between

MANATEE COUNTY (AS OWNER)

and

(AS CONSTRUCTION MANAGER)

SAMPLE

**AGREEMENT FOR
CONSTRUCTION MANAGEMENT AT RISK SERVICES
[PROJECT NAME]**

THIS AGREEMENT (“Agreement”) is made and entered into by and between Manatee County, a political subdivision of the State of Florida, referred to herein as “Owner”, and the firm of _____, incorporated in the State of _____ and registered and licensed to do business in the State of Florida (License # _____), referred to herein as “Construction Manager.”

WHEREAS, the Owner intends to construct [PROJECT DESCRIPTION] the improvements being hereinafter referred to and defined as the “Project”; and

WHEREAS, Owner desires Construction Manager to provide the professional construction management services requisite to the implementation of the Project, and

WHEREAS, in response to Owner’s Request for Proposals/Qualifications No. (the “RFP/RFQ”), Construction Manager has submitted its Proposal (the “Proposal”) to provide the services.

NOW THEREFORE, the Owner and the Construction Manager, in consideration of the mutual covenants hereinafter set forth, the sufficiency of which is hereby acknowledged, agree as follows:

**ARTICLE 1
GENERAL PROVISIONS**

1.1 RELATIONSHIP OF PARTIES. The Construction Manager accepts the relationship of trust and confidence established with the Owner by this Agreement, and covenants to the Owner to furnish the Construction Manager’s reasonable skill and judgment and to cooperate with the Architect/Engineer in furthering the interests of the Owner. The Construction Manager shall furnish construction administration and management services and use the Construction Manager’s best efforts to perform the Project in an expeditious and economical manner consistent with the interests of the Owner. The Owner shall endeavor to promote harmony and cooperation among the Owner, Architect/Engineer, Construction Manager and other persons or entities employed by the Owner for the Project.

1.2 GENERAL CONDITIONS. The general conditions of the contract shall be the attached General Conditions of the Construction Agreement, which is incorporated herein by reference. The term “Contractor” as used in the General Conditions shall mean the Construction Manager. The term “Contract Sum” as used in the General Conditions shall mean Guaranteed Maximum Price (GMP).

ARTICLE 2
CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager shall perform the services described in this Article. The services to be provided under Sections 2.1 and 2.2 constitute the Preconstruction services. If the Owner and Construction Manager agree, after consultation with the Architect/Engineer, the Construction Phase may commence before the Preconstruction Phase is completed, in which case both phases will proceed concurrently.

2.1 PRECONSTRUCTION PHASE.

A. PRELIMINARY EVALUATION. The Construction Manager shall provide a preliminary evaluation of the Owner's program and Project budget requirements, each in terms of the other.

B. CONSULTATION. The Construction Manager, with the Architect/Engineer, shall jointly schedule and attend regular meetings with the Owner. The Construction Manager shall consult with the Owner and Architect/Engineer regarding site use and improvements and the selection of materials, building systems and equipment. The Construction Manager shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost, including estimates of alternative designs, materials, preliminary budgets and possible economies.

C. PRELIMINARY PROJECT SCHEDULE. When Project requirements described in Section 3.1A have been sufficiently identified, the Construction Manager shall prepare, and periodically update, a preliminary Project schedule for the Architect/Engineer's review and the Owner's approval. The Construction Manager shall obtain the Architect/Engineer's approval of the portion of the preliminary Project schedule relating to the performance of the Architect/Engineer's services. The Construction Manager shall coordinate and integrate the preliminary Project schedule with the services and activities of the Owner, Architect/Engineer and Construction Manager. As design proceeds, the preliminary Project schedule shall be updated to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of a Guaranteed Maximum Price (GMP) proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, Owner's occupancy requirements showing portions of the Project having occupancy priority, and proposed date of Substantial Completion. If preliminary Project schedule updates indicate that previously approved schedules may not be met, the Construction Manager shall make appropriate recommendations to the Owner and Architect/Engineer.

D. PHASED CONSTRUCTION. The Construction Manager shall make recommendations to the Owner and Architect/Engineer regarding the phased issuance of Project Plans and Specifications to facilitate phased construction of the Work, if such phased construction is appropriate for the Project, taking into consideration such factors as economies, time of performance, availability of labor and materials, and provisions for temporary facilities.

E. PRELIMINARY COST ESTIMATES.

1. When the Owner has sufficiently identified the Project requirements and the Architect/Engineer has prepared other basic design criteria, the Construction Manager shall prepare, for the review of the Architect/Engineer and approval of the Owner, a preliminary cost estimate utilizing any volume of similar conceptual estimating techniques.
2. When schematic design documents have been prepared by the Architect/Engineer and approved by the Owner, the Construction Manager shall prepare, for the review of the Architect/Engineer and approval of the Owner, a more detailed estimate with supporting data. During the preparation of the design development documents, the Construction Manager shall update and refine this estimate at appropriate intervals agreed to by the Owner, Architect/Engineer and Construction Manager.
3. When design development documents have been prepared by the Architect/Engineer and approved by the Owner, the Construction Manager shall prepare a detailed estimate with supporting data for review by the Architect/Engineer and approval by the Owner. During the preparation of the construction documents, the Construction Manager shall update and refine this estimate at appropriate intervals agreed to by the Owner, Architect/Engineer and Construction Manager.
4. If any estimate submitted to the Owner exceeds previously approved estimates or the Owner's budget, the Construction Manager shall make appropriate recommendations to the Owner and Architect/Engineer.

F. SUBCONTRACTORS AND SUPPLIERS. The Construction Manager shall seek to develop Subcontractor interest in the Project and shall furnish to the Owner and Architect/Engineer for their information a list of possible Subcontractors, including suppliers who are to furnish materials or equipment fabricated to a special design, from whom proposals will be requested for each principal portion of the Work. The Architect/Engineer will promptly reply in writing to the Construction Manager if the Architect/Engineer or Owner know of any objection to such Subcontractor or supplier. The receipt of such list shall not require the Owner or Architect/Engineer to investigate the qualifications of proposed Subcontractors or suppliers,

nor shall it waive the right of the Owner or Architect/Engineer later to object to or reject any proposed Subcontractors or suppliers.

G. LONG-LEAD-TIME ITEMS. The Construction Manager shall recommend to the Owner and Architect/Engineer a schedule for procurement of long-lead-time items which will constitute part of the Work as required to meet the Project schedule. If such long-lead-time items are procured by the Owner, they shall be procured on terms and conditions acceptable to the Construction Manager. Upon the Owner's acceptance of the Construction Manager's GMP proposal, all contracts for such items shall be assigned by the Owner to the Construction Manager, who shall accept responsibility for such items as if procured by the Construction Manager. The Construction Manager shall expedite the delivery of long-lead-time items.

H. EXTENT OF RESPONSIBILITY. The Construction Manager does not warrant or guarantee estimates and schedules except as may be included as part of the GMP. The recommendation and advice of the Construction Manager concerning design alternatives shall be subject to the review and approval of the Owner and the Owner's professional consultants. It is not the Construction Manager's responsibility to ascertain that the Project Plans and Specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if the Construction Manager recognizes that portions of the Project Plans and Specifications are at variance therewith, the Construction Manager shall promptly notify the Architect/Engineer and Owner in writing.

I. EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION. The Construction Manager shall comply with applicable laws, regulations and special requirements of the Contract Documents regarding equal employment opportunity and affirmative action programs.

2.2 GUARANTEED MAXIMUM PRICE PROPOSAL AND CONTRACT TIME.

A. TIMING. When the Project Plans and Specifications are sufficiently complete, the Construction Manager shall propose a GMP, which shall be the sum of the estimated Cost of the Work and the Contractor's Fee.

B. FURTHER DEVELOPMENT OF PROJECT PLANS AND SPECIFICATIONS. As the Project Plans and Specifications may not be finished at the time the GMP proposal is prepared, the Construction Manager shall provide in the GMP for further development of the Project Plans and Specifications by the Architect/Engineer that is consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, as required, shall be incorporated by Change Order.

C. CONTINGENCY. The estimated Cost of the Work shall include the Construction Manager's contingency, a sum established by the Construction Manager for the

Construction Manager's exclusive use to cover costs arising under Section 2.2.B and other costs which are properly reimbursable as Cost of the Work but not the basis for a Change Order.

D. BASIS OF GUARANTEED MAXIMUM PRICE. The Construction Manager shall include with the GMP proposal a written statement of its basis, which shall include:

1. A list of the Project Plans and Specifications, including all addenda thereto and the Conditions of the Contract, which were used in preparation of the GMP proposal.
2. A list of allowances and a statement of their basis.
3. A list of the clarifications and assumptions made by the Construction Manager in the preparation of the GMP proposal to supplement the information contained in the Project Plans and Specifications.
4. The proposed GMP, including a statement of the estimated costs organized by trade categories, allowance contingencies, and other items and the Fee that comprise the GMP.
5. The Date of Substantial Completion upon which the proposed GMP is based, and a schedule of the construction documents issuance dates upon which the date of Substantial Completion is based.

E. MEETING OF CONSTRUCTION TEAM. The Construction Manager shall meet with the Owner and Architect/Engineer to review the GMP proposal and the written statement of its basis. In the event that the Owner or Architect/Engineer discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the GMP proposal, its basis, or both.

F. ACCEPTANCE. Unless the Owner accepts the GMP proposal in writing on or before the date specified in the proposal for such acceptance and so notifies the Construction Manager, the GMP proposal shall not be effective without written acceptance by the Construction Manager.

G. NO COSTS IN ADVANCE. Prior to the Owner's acceptance of the Construction Manager's GMP proposal and issuance of a Notice to Proceed, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, except as the Owner may specifically authorize in writing.

H. GMP ADDENDUM. Upon acceptance by the Owner of the GMP proposal, the GMP and its basis shall be set forth in the GMP Addendum. The GMP shall be

subject to additions and deductions by a change in the Work as provided in the Contract Documents, and the Substantial Completion Date shall be subject to adjustment as provided in the Contract Documents.

I. REVISIONS TO PROJECT PLANS AND SPECIFICATIONS. The Owner shall authorize and cause the Architect/Engineer to revise the Project Plans and Specifications to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the GMP Addendum. Such revised Project Plans and Specifications shall be furnished to the Construction Manager in accordance with schedules agreed to by the Owner, Architect/Engineer and Construction Manager. The Construction Manager shall promptly notify the Architect/Engineer and Owner if such revised Project Plans and Specifications are inconsistent with the agreed-upon assumptions and clarifications.

J. TAXES. The GMP shall include in the Cost of the Work only those taxes which are enacted at the time the GMP is established.

2.3 CONSTRUCTION PHASE.

A. GENERAL.

1. The Construction Phase shall commence on the earlier of:

- i. the owner's acceptance of the Construction Manager's GMP proposal and issuance of Notice to Proceed, or
- ii. the Owner's first authorization to the Construction Manager to:
 - (a) award a contract,
 - (b) undertake construction Work with the Construction Manager's own forces, or
 - (c) issue a purchase order for materials or equipment required for the Work.

B. ADMINISTRATION.

1. Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under Subcontracts or by other appropriate agreements with the Construction Manager. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated to a

special design for the Work from the list previously reviewed and, after analyzing such bids, shall deliver such bids to the Owner and Architect/Engineer. The Owner will then determine, with the advice of the Construction Manager and subject to the reasonable objection of the Architect/Engineer, which bids will be accepted. The Owner may designate specific persons or entities from whom the Construction Manager shall obtain bids; however, if the GMP has been established, the Owner may not prohibit the Construction Manager from obtaining bids from other qualified bidders. The Construction Manager shall not be required to contact with anyone to whom the Construction Manager has reasonable objection.

2. If the GMP has been established, and a specific bidder among those whose bids are delivered by the Construction Manager to the Owner and Architect/Engineer (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform the portion of the Work, and (3) has submitted a bid which conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then a Change Order shall be issued to adjust the Contract Time and the GMP by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the Subcontract or other agreement actually signed with the person or entity designated by the Owner.
3. Subcontract agreements with suppliers furnishing materials or equipment fabricated to special design shall conform to the payment provisions of Sections 7.1.H and 7.1.I. They shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner.
4. The Construction Manager shall schedule and conduct a meeting at which the Owner, Architect/Engineer, Construction Manager and appropriate Subcontractors can discuss the status of the Work. The Construction Manager shall prepare and promptly distribute meeting minutes.
5. Promptly after the Owner's acceptance of the GMP proposal, the Construction Manager shall prepare a schedule in accordance with Section 2.3 of the General Conditions, including the Owner's occupancy requirements.
6. The Construction Manager shall provide monthly written reports to the Owner and Architect/Engineer on the progress of the entire Work. The Construction Manager shall maintain a daily log containing a record of weather, Subcontractors working on the Project Site, number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner and Architect/Engineer.

7. The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect/Engineer at regular intervals.

2.4 PROFESSIONAL SERVICES. Sections 2.1 and 2.2 of the General Conditions shall apply to both the Preconstruction and Construction Phases.

2.5 HAZARDOUS MATERIALS. Sections 2.4.U and 5.5 of the General Conditions shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

3.1 INFORMATION AND SERVICES.

A. GENERAL INFORMATION. The Owner shall provide full information in a timely manner regarding the requirements of the Project, including a program which sets forth the Owner's objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

B. BUDGET. The Owner shall establish and update an overall budget for the Project, based on consultation with the Construction Manager and Architect/Engineer, which shall include contingencies for changes in the Work and other costs which are the responsibility of the Owner.

C. STRUCTURAL AND ENVIRONMENTAL TESTS, SURVEYS AND REPORTS. In the Preconstruction Phase, the Owner shall furnish the following with reasonable promptness and at the Owner's expense. Except to the extent that the Construction Manager knows of any inaccuracy, the Construction Manager shall be entitled to rely upon the accuracy of any such information, reports, surveys, drawings and tests described in subsections 1 through 4, below, but shall exercise customary precautions relating to the performance of the Work.

1. Reports, surveys, drawings and tests concerning the conditions of the Project Site which are required by law.

2. Surveys describing physical characteristics, legal limitations and utility locations for the Project Site, and a written legal description of the Project Site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments,

zoning, deed restrictions, boundaries and contours of the Project Site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a Project benchmark.

3. The services of a geotechnical engineer when such services are requested by the Construction Manager. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, permeability tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.
4. Structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports which are required by law.
5. The services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Construction Manager.

3.2 OWNER'S DESIGNATED REPRESENTATIVE. The Owner shall designate in writing its Owner's Project Representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. This Representative shall have the authority to make decisions on behalf of the Owner concerning estimates and schedules, construction budgets, and changes in the Work, and shall render such decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 5.2 of the General Conditions, the Architect/Engineer does not have such authority.

3.3 ARCHITECT/ENGINEER. The Owner shall retain an Architect/Engineer to provide basic services including normal structural, mechanical and electrical engineering services, in addition to cost estimating services, described in Article VI of the General Conditions. The Owner shall authorize and cause the Architect/Engineer to provide those additional services requested by the Construction Manager which must necessarily be provided by the Architect/Engineer for the Preconstruction and Construction Phases of the Work. Such services shall be provided in accordance with time schedules agreed to by the Owner, Architect/Engineer and Construction Manager. Upon request of the Construction Manager, the Owner shall furnish to the Construction Manager a copy of the Owner's Agreement with the Architect/Engineer.

3.4 LEGAL REQUIREMENTS. The Owner shall determine and advise the Architect/Engineer and Construction Manager of any special legal requirements relating specifically to the Project which differ from those generally applicable to construction in the

jurisdiction of the Project. The Owner shall furnish such legal services as are necessary to provide the information and services required under Section 3.1.

**ARTICLE 4
COMPENSATION AND PAYMENTS
FOR PRECONSTRUCTION SERVICES**

The Owner shall compensate and make payments to the Construction Manager for Preconstruction Services as follows:

4.1 COMPENSATION.

A. PRECONSTRUCTION SERVICES. For the Preconstruction Services described in Section 2.1, the Construction Manager's compensation shall be calculated as follows:

(State basis of compensation, whether a stipulated sum, multiple of Direct Personnel Expense, actual cost, etc. Include a statement of reimbursement cost if it is as applicable.)

B. ADJUSTMENT. Compensation for Preconstruction Services shall be equitably adjusted if such services extend beyond number (in words) (number) days from the date of this Agreement or if the originally contemplated scope of services is significantly modified.

C. PERSONNEL EXPENSE. If compensation is based on a multiple of Direct Personnel Expense, "Direct Personnel Expense" shall mean the direct salaries of the Construction Manager personnel engaged in the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

4.2 PAYMENTS.

A. TIMING. Subject to the requirements of Article III of the General Conditions, payments for Preconstruction Services shall be made monthly following presentation of the Construction Manager's invoice and, where applicable, shall be in proportion to services performed.

B. DUE DATES. Payments shall be made by Owner in accordance with the requirements of Section 218.735, Florida Statutes.

ARTICLE 5
COMPENSATION FOR CONSTRUCTION PHASE SERVICES

The Owner shall compensate the Construction Manager for Construction Phase services as follows:

5.1 COMPENSATION. For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager in current funds the Contract Sum consisting of the Cost of the Work as defined in Article 6 and the Construction Manager's Fee determined as follows:

(State a lump sum, percentage of actual Cost of the Work or other provision for determining the Construction Manager's Fee, and explain how the Construction Manager's Fee is to be adjusted for changes in the Work.)

5.2 GUARANTEED MAXIMUM PRICE. The sum of the Cost of the Work and the Construction Manager's Fee are guaranteed by the Construction Manager not to exceed the amount provided as the GMP in the GMP Addendum, subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum as adjusted by approved changes in the Work is referred to in the Contract Documents as the GMP. Costs which would cause the GMP to be exceeded will be paid by the Construction Manager without reimbursement by the Owner.

(Insert specific provisions if the Construction Manager is to participate in any savings.)

5.3 CHANGES IN THE WORK

A. ADJUSTMENTS TO GMP. Adjustments to the GMP on account of changes in the Work subsequent to execution of the GMP Addendum may be determined by any of the methods listed in Article V of the General Conditions.

B. "COST." In calculating adjustments to Subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the Owner and Construction Manager shall proceed in accordance with Section 5.6 of the General Conditions. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts. In calculating adjustments to the Agreement, the terms "cost" and "costs" as used in the above-referenced General Conditions shall mean the Cost of the Work as defined in Article 6 of this Agreement.

C. CONSTRUCTION MANAGER'S FEE. If no specific provision is made in Section 5.1 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such that, in the aggregate, the application of the adjustment provisions of Section 5.1 will cause substantial inequity to the Owner or Construction

Manager, the Construction Manager's Fee shall be equitably adjusted on the basis of the Fee established for the original Work.

**ARTICLE 6
COST OF THE WORK FOR CONSTRUCTION PHASE**

6.1 COSTS TO BE REIMBURSED

A. COST OF WORK. The term "Cost of the Work" shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than those customarily paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in this Article 6.

B. LABOR COSTS.

1. Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the Project Site or, with the Owner's written approval, at off-site workshops.
2. Wages or salaries of the Construction Manager's supervisory and administrative personnel who are stationed at the Project Site and performing Work, with the Owner's prior written approval.

Classification

Name

(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal office or offices other than the site office shall be included in the Cost of the Work, such personnel shall be identified below.)

Wages or salaries of the Construction Manager's supervisory or administrative personnel engaged, at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

4. Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays,

vacations and pensions, provided that such costs are based on wages and salaries included in the Cost of the Work under Sections 6.1.B.1 through 6.1.B.3.

C. SUBCONTRACT COSTS. Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the Subcontracts.

D. COSTS OF MATERIALS AND EQUIPMENT INCORPORATED IN THE COMPLETED CONSTRUCTION.

1. Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.
2. Costs of materials described in the preceding Section 6.1.B.1 in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the Owner at the completion of the Work. At the Owner's option, shall be sold by the Construction Manager. Amounts realized, if any, from such sales shall be credited to the Owner as a reduction from the Cost of the Work.

E. COSTS OF OTHER MATERIALS AND EQUIPMENT, TEMPORARY FACILITIES AND RELATED ITEMS.

1. Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the Project Site and fully consumed in the performance of the Work; and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the Construction Manager; cost for items previously used by the Construction Manager shall mean fair market value.
2. Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the Project Site, whether rented from the Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented shall be subject to the Owner's prior approval. The total rental cost of any item may not exceed the purchase price of any comparable item.
3. Costs of removal of debris from the Project Site, including proper and legal disposal of same.

4. Reproduction costs, costs of telegrams, facsimile transmissions and long-distance telephone calls, postage and express delivery charges, telephone at the Project Site and reasonable petty cash expenses of the Project Site office.
5. That portion of the reasonable travel and subsistence expenses of the Construction Manager's personnel incurred while traveling in discharge of duties connected with the Work.

F. MISCELLANEOUS COSTS.

1. That portion directly attributable to this Agreement of premiums for insurance and bonds.

(If charges for self-insurance are to be included, specify the basis of reimbursement.)

2. Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which the Construction Manager is liable.

3. Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

4. Fees of test laboratories for tests required by the Contract Documents, except those related to nonconforming Work other than that for which payment is permitted by Section 6.1.H.2, reproduction costs, costs of telegrams, facsimile transmissions and long-distance telephone calls, postage and express delivery charges, telephone at the Project Site and reasonable petty cash expenses of the Project Site office.

Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent or other intellectual property rights arising from such requirement by the Contract Documents; payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent; provided, however, that such costs of legal defenses; judgment and settlements shall not be included in the calculation of the Construction Manager's Fee or the GMP and provided that such royalties, fees and costs are not excluded by the Contract Documents.

6. Costs for communications services, electronic equipment and software, directly related to the Work and located at the Project Site, with the Owner's prior written approval.

7. Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement.
8. Legal, mediation and arbitration costs, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager in the performance of the Work and with the Owner's written permission, which permission shall not be unreasonably withheld.
9. Expenses incurred in accordance with Construction Manager's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, in case it is necessary to relocate such personnel from distant locations, with the Owner's prior written approval.
10. Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the Owner.

G. EMERGENCIES AND REPAIRS TO DAMAGED OR NONCONFORMING WORK. The Cost of the Work shall also include costs described in Section 6.1.A which are incurred by the Construction Manager:

1. In acting to prevent threatened damage, injury or loss in case of emergency affecting the safety of persons and property, as provided in Section 2.4.P of the General Conditions.
2. In repairing or correcting damaged or nonconforming Work executed by the Construction Manager or the Construction Manager's Subcontractors or suppliers, provided that such damage or nonconforming Work was not caused by the negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement or by the Construction Manager's foremen, engineers or superintendents, or other supervisory, administrative or managerial personnel of the Construction Manager, or by the failure of the Construction Manager's personnel to supervise adequately the Work of the Subcontractors or suppliers, and only to the extent that the cost of repair or correction is not recoverable by the Construction Manager from insurance, sureties, Subcontractors, suppliers or others.

H. COSTS TO BE INCLUDED. The costs described in Sections 6.1.A through 6.1.G shall be included in the Cost of the Work notwithstanding any provisions of the General Conditions which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.2.

6.2 COSTS NOT TO BE REIMBURSED. The Cost of the Work shall not include:

1. Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the Project Site office, except as specifically provided in Sections 6.1.B.2 and 6.1.B.3.
2. Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior written approval.
3. Expenses of the Construction Manager's principal office and offices other than the Project Site office, except as specifically provided in Section 6.1.
4. Overhead and general expenses, except as may be expressly included in Section 6.1.
5. The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work.
6. Rental costs of machinery and equipment, except as specifically provided in Section 6.1.E.2.
7. Except as provided in Section 6.1.H.2, costs due to the negligence of the Construction Manager or to the failure of the Construction Manager to fulfill a specific responsibility to the Owner set forth in this Agreement.
8. Costs incurred in the performance of Preconstruction Services.
9. Except as provided in Section 6.1.F.10, any cost not specifically and expressly described in Section 6.1.
10. Costs which would cause the GMP to be exceeded.

DISCOUNTS, REBATES AND REFUNDS

A. ACCURAL TO OWNER. Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment therefor from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be secured.

B. DEDUCTION FROM COST OF WORK. Amounts which accrue to the Owner in accordance with the provisions of Section 6.3.A shall be credited to the Owner as a deduction from the Cost of the Work.

6.4 ACCOUNTING RECORDS. The Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, in order to substantiate all costs incurred under this Agreement. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's accountants or other Owner-authorized personnel shall be afforded access to the Construction Manager's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and all other data relating to this Project, and the Construction Manager shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 CONSTRUCTION PHASE

7.1 PROGRESS PAYMENTS.

A. PROGRESS PAYMENTS. Subject to the requirements of Article III of the General Conditions, based upon Applications for Payment submitted to the Architect/Engineer by the Construction Manager and Certificates for Payment issued by the Architect/Engineer, the Owner shall make progress payments on account of the CMP to the Construction Manager as provided below and elsewhere in the Contract Documents.

B. PERIOD COVERED. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

(State period to be covered by Applications for Payment.)

C. DATE OF PAYMENT. Payments shall be made by Owner in accordance with the requirements of Section 218.735, Florida Statutes.

D. SUPPORTING DOCUMENTATION. With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached and any other evidence required by the Owner or Architect/Engineer to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed (1) progress payments already received by the Construction Manager; less (2) that portion of those payments attributable to the Construction Manager's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

E. SCHEDULE OF VALUES. Each Application for Payment shall be based upon the most recent schedule of values submitted by the Construction Manager in accordance

with the Contract Documents. The schedule of values shall allocate the entire GMP among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect/Engineer may require. This schedule, unless objected to by the Architect/Engineer, shall be used as a basis for reviewing the Construction Manager's Application for Payment.

F. Applications for Payment shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed or (2) the percentage obtained by dividing (a) the expense which has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the GMP allocated to that portion of the Work in the schedule of values.

G. COMPUTATION. Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the GMP properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the GMP allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts in dispute may be included as provided in Section 5.6 of the General Conditions, even though the GMP has not yet been adjusted by Change Order.
2. Add that portion of the GMP properly allocable to materials and equipment delivered and fully stored at the Project Site for subsequent incorporation in the Work, or, if approved in advance by the Owner, suitably stored off the Project Site at a location agreed upon in writing, supported by paid receipts.
3. Subtract the Construction Manager's Fee, less retainage of ten percent (10%). The Construction Manager's Fee shall be computed upon the Cost of the Work described in the two preceding Sections at the rate stated in Section 5.1. or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount which bears the same ratio to that fixed-sum Construction Manager's Fee as the Cost of the Work in the two preceding Sections bears to a reasonable estimate of the probable Cost of the Work upon its completion.
4. Subtract the aggregate of previous payments made by the Owner.
5. Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.D to substantiate prior Applications for

Payment, or resulting from errors subsequently discovered by the Owner in such documentation.

6. Subtract amounts, if any, for which the Architect/Engineer has withheld or nullified a Certificate for Payment as provided in Section 3.3.C of the General Conditions.

H. SUBCONTRACTOR RETAINAGE. Except with the Owner's prior approval, payments to Subcontractors shall be subject to retention of not less than ten percent (10%). The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments and retention for Subcontracts.

I. REDUCTION IN RETAINAGE. Notwithstanding the foregoing, upon completion of at least fifty percent (50%) of the Work, as determined by the Architect/Engineer and Owner, the Owner shall reduce to five percent (5%) the amount of retainage withheld from the Construction Manager's Fee in each subsequent progress payment.

J. NO ADVANCE PAYMENTS. Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the Project Site.

K. RELIANCE ON INFORMATION. In taking action on the Construction Manager's Applications for Payment, the Architect/Engineer shall be entitled to rely on the accuracy and completeness of information furnished by the Construction Manager and shall not be deemed to represent that the Architect/Engineer has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.D or other supporting data, that the Architect/Engineer has made exhaustive or continuous on-site inspections or that the Architect/Engineer has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner acting in the sole interest of the Owner.

2. FINANCIAL STATEMENT.

A. CONDITIONS OF FINAL PAYMENT. Final payment shall be made by the Owner to the Construction Manager when (1) the Agreement has been fully performed by the Construction Manager except for the Construction Manager's responsibility to correct nonconforming Work, as provided in Section 2.4.C of the General Conditions, and to satisfy other requirements, if any, which necessarily survive final payment; (2) a final Application for Payment and a final accounting for the Cost of the Work have been submitted by the Construction Manager and reviewed by the Owner; and (3) a final Certificate for Payment has then been issued by the Architect/Engineer; such final payment shall be made by the Owner not more than thirty (30) days after the issuance of the Architect/Engineer's final Certificate for Payment, or as follows:

B. CALCULATION. The amount of the final payment shall be calculated as follows:

1. Take the sum of the Cost of the Work substantiated by the Construction Manager's final accounting and the Construction Manager's Fee, but not more than the GMP.
2. Subtract amounts, if any, for which the Architect/Engineer withholds, in whole or in part, a final Certificate for Payment as provided in Section 2.4.C of the General Conditions or other provisions of the Contract Documents.
3. Subtract the aggregate of previous payments made by the Owner.

If the aggregate of previous payments made by the Owner exceeds the amount due the Construction Manager, the Construction Manager shall reimburse the difference to the Owner. Failing reimbursement by the Construction Manager and notwithstanding any other provisions of the Contract Documents to the contrary, Owner shall have the right to bring a direct action in the Circuit Court to recover such overpayment.

C. REVIEW. The Owner's fiscal staff will review and report in writing on the Construction Manager's final accounting within thirty (30) days after delivery of the final accounting to the Architect/Engineer by the Construction Manager. Based upon such Cost of the Work as the Owner's fiscal staff report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.A have been met, the Architect/Engineer will, within seven days after receipt of the written report of the Owner's fiscal staff, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager or notify the Construction Manager and Owner in writing of the Architect/Engineer's reasons for withholding certification as provided in Section 3.5.C of the General Conditions.

ISSUANCE. If the Owner's fiscal staff report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to proceed in accordance with Article 6 of the General Conditions without a further decision of the Architect/Engineer. A demand shall be made by the Construction Manager within fifteen (15) days after the Construction Manager's receipt of a copy of the Architect/Engineer's final Certificate for Payment. Failure to make such demand within this 15-day period shall result in the substantiated amount reported by the Owner's fiscal staff becoming final and binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect/Engineer's final Certificate for Payment.

E. ADDITIONAL REIMBURSEMENTS. If, after final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1 and not

excluded by Section 6.2, (1) to correct nonconforming Work or (2) arising from the resolution of disputes, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee, if any, related thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the GMP. If the Construction Manager has participated in savings, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

8.1 INSURANCE. If and to the extent required by the RFP documents, the Construction Manager shall furnish insurance coverage for (but not necessarily limited to) workers' compensation, commercial general liability, auto liability, excess liability, and builder's risk. The Construction Manager shall furnish to the Owner all appropriate policies and Certificate(s) of Insurance.

8.2 PAYMENT AND PERFORMANCE BOND

A. **BOND REQUIRED.** The Construction Manager shall post a Payment and Performance Bond in the amount of the GMP, in a form approved by the Owner.

B. **DELIVERY.** The Construction Manager shall deliver the required bond to the Owner at least three days before the commencement of any Construction Phase services.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.1 DISPUTE RESOLUTION. During both the Preconstruction and Construction Phases, claims, disputes or other matters in question between the parties to this Agreement shall be resolved as provided in Article VIII of the General Conditions.

9.2 OTHER PROVISIONS. Unless otherwise noted, the terms used in this Agreement shall have the same meaning as those in the General Conditions.

9.3 ENTIRETY OF CONTRACT. This Agreement and the other documents incorporated herein by reference, represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager. Except as provided in Section 9.13 below, if anything in any document incorporated into this Agreement is inconsistent with this Agreement, this Agreement shall govern.

9.4 OWNERSHIP AND USE OF DOCUMENTS. Section 10.4 of the General Conditions shall apply to both the Preconstruction and Construction Phases.

9.5 GOVERNING LAW; VENUE. This Agreement shall be governed by the laws of the State of Florida. Venue for any petition for writ of certiorari or other court action allowed by this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida.

9.6 ASSIGNMENT. The Owner and Construction Manager, respectively bind themselves, their partners, successors, assigns and legal representatives, the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Agreement shall assign the Agreement as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Agreement.

9.7 SUBSTANTIAL COMPLETION DEFINED. Substantial Completion shall be defined as provided in Article I of the General Conditions. In the event a temporary certificate of occupancy or completion is issued establishing Substantial Completion, the Construction Manager shall diligently pursue the issuance of a permanent certificate of occupancy or completion.

9.8 PROJECT MEETINGS. During the Construction Phase, there shall be project meetings, at the jobsite or other location acceptable to the parties, on a regularly scheduled basis. The meetings will be attended by a representative of the Construction Manager, Architect/Engineer and Owner. These representatives shall be authorized to make decisions that are not otherwise contrary to the requirements of this Agreement.

9.9 WEATHER. During the Construction Phase, any rainfall, temperatures below 32 degrees Fahrenheit or wind greater than 25 m.p.h. which actually prevents Work on a given day, shall be considered lost time and an additional day added to the Contract Time, provided no work could be done on site and provided written notice has been submitted to the Owner by the Construction Manager documenting same.

9.10 SHOP DRAWINGS; CRITICAL SUBMITTALS. In consideration of the impact of timely review of submittals and shop drawings on the overall progress of the Work, it is hereby agreed that the Owner shall cause his agents and design professionals to accomplish the review of any particular "critical" submittals and/or shop drawings and return same to the Construction Manager within fourteen (14) days.

9.11 PUNCH LIST. Within 30 days after obtainment of Substantial Completion, the Owner shall generate a "punch list" of all work items requiring remedial attention by the Construction Manager. Within 5 days thereafter the Architect/Engineer shall assign a fair value

to the punch list items, which sum shall be deducted from the next scheduled progress payment to the Construction Manager. Upon satisfactory completion of the punch list items, as certified by the Architect/Engineer, the previously deducted sum shall be paid to the Construction Manager.

9.12 CLOSEOUT DOCUMENTATION. Within 30 days after obtainment of Substantial Completion and before final payment, Construction Manager shall gather and deliver to Owner all warranty documentation, all manufacturer's product and warranty literature, all manuals (including parts and technical manuals), all schematics and handbooks, and all as-built drawings.

9.13 GOVERNING PROVISIONS; CONFLICTS. In the event of a conflict between this Agreement and the Specifications or as between the General Conditions and the Specifications, the Specifications shall govern.

9.14 E-VERIFY. The Construction Manager's employment of unauthorized aliens is a violation of Section 274(e) of the Federal Immigration and Employment Act. The Construction Manager shall utilize the U.S. Department of Homeland Security E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of all subcontractors.

9.15 INDEPENDENT CONTRACTOR. The Construction Manager acknowledges that it is functioning as an independent contractor performing under the terms of this Agreement, and it is not acting as an employee of the Owner.

9.16 WAIVERS. Neither this Agreement nor any portion of it may be modified or waived orally. However, each party (through its governing body or properly authorized officer) shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

9.17 AUTHORITY. Each of the Owner and Construction Manager represents and warrants to the other its respective authority to enter into this Agreement.

9.18 COVENANT TO DEFEND. Neither the validity of this Agreement nor the validity of any portion hereof may be challenged by any party hereto, and each party hereto hereby waives any right to initiate any such challenge. Furthermore, if this Agreement or any portion hereof is challenged by a third party in any judicial, administrative, or appellate proceeding (each party hereby covenanting with the other party not to initiate, encourage, foster, promote, cooperate with, or acquiesce to such challenge), the parties hereto collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through a final judicial

determination or other resolution, unless all parties mutually agree in writing not to defend such challenge or not to appeal any decision invalidating this Agreement or any portion thereof.

9.19 DISCLAIMER OF THIRD PARTY BENEFICIARIES; SUCCESSORS AND ASSIGNS. This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof. This Agreement shall be binding upon, and its benefits and advantages shall inure to, the successors and assigns of the parties hereto.

9.20 HEADINGS AND CAPTIONS. The headings and captions of articles, sections, and paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

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

9.22 SEVERABILITY. The provisions of this Agreement are declared by the parties hereto to be severable. In the event any term or provision of this Agreement shall be held invalid by a court of competent jurisdiction, such invalid term or provision should not affect the validity of any other term or provision hereof, and all such terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Agreement; provided, however, if any term or provision of this Agreement is held to be invalid due to the scope or extent thereof, then, to the extent permitted by law, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

9.23 ATTORNEY'S FEES AND COSTS. In any claim dispute procedure or litigation arising from this Agreement, each party hereto shall be solely responsible for paying its attorney's fees and costs regardless of the outcome of any such procedure or litigation.

9.24 NOTICES. All notices, comments, consents, objections, approvals, waivers, and elections under this Agreement shall be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested, or by electronic mail with delivery confirmation. All such communications shall be addressed to the applicable addressees set forth below or as any party may otherwise designate in the manner prescribed herein.

To the Owner: MANATEE COUNTY
Attn:
Address
City/State/Zip
Email:

To the Construction Manager: CONSTRUCTION MANAGER
Attn:
Address
City/State/Zip
Email:

Notices, comments, consents, objections, approvals, waivers and elections shall be deemed given when received by the party for whom such communication is intended at such address herein specified, or such other physical address or email address as such party may have substituted by notice to the other.

9.25 PUBLIC RECORDS LAW. The Construction Manager shall comply with the Florida Public Records Act (Chapter 119, Florida Statutes), and shall:

- A. Keep and maintain public records required by the Owner to perform the services called for in this Agreement.
- B. Upon request from the Owner's custodian of public records, provide the Owner with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law during the duration of this Agreement and following completion of this Agreement if the Construction Manager does not transfer the records to the Owner.
- D. Upon completion of this Agreement, transfer, at no cost, to the Owner all public records in possession of the Construction Manager or keep and maintain such public records. If the Construction Manager transfers all public records to the Owner upon completion of the Agreement, the Construction Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Construction Manager keeps and maintains public records upon completion of the Agreement, the Construction Manager shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of

public records, in a format that is compatible with the information technology systems of the Owner.

IF THE CONSTRUCTION MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSTRUCTION MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE OWNER'S CUSTODIAN OF PUBLIC RECORDS AT 941-748-4501, EXT. 5845; DEBBIE.SCACCIAÑOCE@MYMANATEE.ORG; POST OFFICE BOX 1000, BRADENTON, FLORIDA 34206.

ARTICLE 10 TERMINATION OR SUSPENSION

10.1 TERMINATION PRIOR TO ESTABLISHING GUARANTEED MAXIMUM PRICE.

A. RIGHT OF TERMINATION. Prior to execution by both parties of the GMP Addendum, the Owner may terminate this Agreement at any time without or without cause pursuant to Sections 14.1 and 14.2 of the General Conditions, and the Construction Manager may terminate this Agreement for any of the reasons described in Section 14.6 of the General Conditions.

B. COMPENSATION FOR PRECONSTRUCTION SERVICES. If the Owner or Construction Manager terminates this Contract pursuant to this Section 10.1 prior to commencement of the Construction Phase, the Construction Manager shall be equitably compensated for Preconstruction Services performed prior to receipt of notice of termination; provided, however, that the compensation for such services shall not exceed the compensation set forth in Section 4.1.A.

C. ADDITIONAL COMPENSATION FOR CONSTRUCTION SERVICES. If the Owner or Construction Manager terminates this Agreement pursuant to this Section 10.1 after commencement of the Construction Phase, the Construction Manager shall, in addition to the compensation provided in Section 10.1.B, be paid an amount calculated as follows:

1. Take the Cost of the Work incurred by the Construction Manager.
2. Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed-sum Fee as to Cost of the Work at the time of

termination bears to a reasonable estimate of the probable Cost of the Work upon its completion.

3. Subtract the aggregate of previous payments made by the Owner on account of the Construction Phase.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.C.1. To the extent that the Owner elects to take legal assignment of Subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver such papers and take all such steps, including the legal assignment of such Subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such Subcontracts or purchase orders.

Subcontracts, purchase orders and rental agreements entered into by the Construction Manager with the Owner's written approval prior to the execution of the GMP Addendum shall contain provisions permitting assignment to the Owner as described above. If the Owner accepts such assignment, the Owner shall reimburse and indemnify the Construction Manager with respect to all costs arising under the Subcontract, purchase order or rental agreement except those which would not have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner elects not to accept the assignment of any Subcontract, purchase order or rental agreement which would have constituted a Cost of the Work had this Agreement not been terminated, the Construction Manager shall terminate such Subcontract, purchase order or rental agreement and the Owner shall pay to the Construction Manager the costs necessarily incurred by the Construction Manager by reason of such termination.

10.2 TERMINATION AFTER ESTABLISHING GUARANTEED MAXIMUM PRICE. After execution by both parties of the GMP Addendum, the Agreement may be terminated as provided in Article 14 of the General Conditions.

A. LIMITATION ON PAYMENT; TERMINATION BY OWNER. In the event of such termination by the Owner, the amount payable to the Construction Manager pursuant to Section 14.2 of the General Conditions shall not exceed the amount the Construction Manager would have been entitled to receive pursuant to Sections 10.1.B and 10.1.C of this Agreement.

B. LIMITATION ON PAYMENT; TERMINATION BY CONSTRUCTION MANAGER. In the event of such termination by the Construction Manager, the amount to be paid to the Construction Manager under Section 14.6 of the General Conditions shall not exceed the amount the Construction Manager would have been entitled to receive pursuant to Sections 10.1.B and 10.1.C above, except that the Construction Manager's Fee shall be calculated as if the

Work had been fully completed by the Construction Manager, including a reasonable estimate of the Cost of the Work for Work not actually completed.

10.3 SUSPENSION. The Work may be suspended by the Owner as provided in Section 14.3 of the General Conditions. In such case, the term “Contract Sum” in that Section shall be understood to mean Cost of the Work.

[Remainder of page intentionally left blank]

SAMPLE

WHEREFORE, the parties hereto have entered into this Agreement as of the date last executed below.

NAME OF CONSTRUCTION MANAGER

By: _____

Printed Name: _____

Title: _____

Date: _____

MANATEE COUNTY, a political subdivision
of the State of Florida

By: _____

Printed Name: _____

Title: _____

Date: _____

SAMPLE

GENERAL CONDITIONS
of the
CONSTRUCTION AGREEMENT

SAMPLE

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GENERAL CONDITIONS
ARTICLE I
DEFINITIONS

1.1 Definitions. For purposes of the Contract Documents, the following terms shall have the following meanings.

A. Acceptance: The acceptance of the Project into the Owner's operating public infrastructure.

B. Application for Payment: The form approved and accepted by the Owner, which is to be used by Contractor in requesting progress payments or final payment and which is to include such supporting documentation as is required by the Contract Documents.

C. Architect/Engineer: <Name>, a corporation, registered and licensed to do business in the State of Florida with _____ as the primary qualifying agent OR an employee of Manatee County Government

D. Change Order: A written order signed by the Owner, the Architect/Engineer and the Contractor authorizing a change in the Project Plans and/or Specifications and, if necessary, a corresponding adjustment in the Contract Sum and/or Contract Time, pursuant to Article V.

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

F. Contractor's Personnel: The Contractor's key personnel designated by Contractor.

G. Construction Services: The Construction Services to be provided by Contractor pursuant to Section 2.4, in accordance with the terms and provisions of the Contract Documents.

H. Construction Team: The working team established pursuant to Section 2.1.1.B.

I. Contract Sum: The total compensation to be paid to the Contractor for Construction Services rendered pursuant to the Contract Documents, as set forth in Contractor's Bid (or Guaranteed Maximum Price Addendum), unless adjusted in accordance with the terms of the Contract Documents

J. Contract Time: The time period during which all Construction Services are to be completed pursuant to the Contract Documents, to be set forth in the Project Schedule.

K. Days: Calendar days except when specified differently. When time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or legal holiday, such day will be omitted from the computation.

L. Defective: When modifying the term “Work”, referring to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or that does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or that has been damaged prior to Owner’s approval of final payment (unless responsibility for the protection thereof has been assumed by Owner).

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

N. Field Directive: A written order issued by Owner which orders minor changes in the Work not involving a change in Contract Time to be paid from the Owner’s contingency funds.

O. Final Completion Date: The date upon which the Project is fully constructed and all Work required on the Project and Subject Site is fully performed as verified in writing by the Owner.

P. Float or Slack Time: The time available in the Project Schedule during which an unexpected activity can be completed without delaying substantial completion of the Work.

Q. Force Majeure: Those conditions constituting excuse from performance as described in and subject to the conditions described in Article XII.

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

Non-prejudicial Delay: Any delay impacting a portion of the Work within the available total Float or Slack Time and not necessarily preventing Substantial Completion of the Work within the Contract Time.

T. Notice to Proceed: Written notice by Owner (after execution of Contract) to Contractor fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform the Work.

U. Owner: Manatee County, a political subdivision of the State of Florida.

V. Owner's Project Representative: The individual designated by Owner to perform those functions set forth in Section 7.8.

W. Payment and Performance Bond: The Payment and Performance Bond security posted pursuant to Section 2.4.Y to guarantee payment and performance by the Contractor of its obligations hereunder.

X. Permitting Authority: Any applicable governmental authority acting in its governmental and regulatory capacity which is required to issue or grant any permit, certificate, license or other approval which is required as a condition precedent to the commencement or approved of the Work, or any part thereof, including the building permit.

Y. Prejudicial Delay: Any excusable or compensable delay impacting the Work and exceeding the total float available in the Project Schedule, thus preventing completion of the Work within the Contract Time unless the Work is accelerated.

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

AA. Procurement Ordinance: The Manatee County Procurement Code, Chapter 2-26 of the Manatee County Code of Laws, as amended from time to time.

BB. Progress Report: report to Owner that includes all information required pursuant to the Contract Documents and submitted in accordance with Section 2.4.EE, hereof.

CC. Project: The total construction of which the Work performed under the Contract Documents may be a whole or a part and which may include construction by Owner and by separate contractors. For the purposes of the Contract Documents, the term Project shall include all areas of proposed improvements and all areas which may reasonably be judged to have an impact on the Project.

DD. Project Costs: The costs incurred by the Contractor to plan, construct and equip the Project and included within, and paid as a component of, the Contract Sum.

EE. Project Manager: Subject to the prior written consent of Owner, the individual designated to receive notices on behalf of the Contractor, or such other individual designated by the Contractor, from time to time, pursuant to written notice in accordance with the Contract Documents.

FF. Project Plans and Specifications: The one hundred percent (100%) construction drawings and specifications prepared by the Architect/Engineer, and any changes, supplements, amendments or additions thereto approved by the Owner, which shall also include any construction drawings and final specifications required for the repair or construction of the Project, as provided herein.

GG. Project Schedule: The schedule and sequence of events for the commencement, progression and completion of the Project, developed pursuant to Section 2.3., as such schedule may be amended as provided herein.

HH. Project Site: The site depicted in the Project Plans and Specifications, inclusive of all rights of way, temporary construction easements or licensed or leased sovereign lands.

II. Punch List Completion Date: The date upon which all previously incomplete or unsatisfactory items, as identified by the Contractor, the Architect/Engineer and/or the Owner are completed in a competent and workmanlike manner, consistent with standards for Work of this type and with good building practices in the State of Florida.

JJ. Subcontractor: Any individual (other than a direct employee of the Contractor) or organization retained by Contractor to plan, construct or build the Project pursuant to Article IV.

KK. Substantial Completion and Substantially Complete: The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy or completion and other permits, approvals, licenses, and other documents from any governmental authority which are necessary for the beneficial occupancy of the Project or any designated portion thereof.

LL. Substantial Completion Date: The date on which the Project or designated portion thereof is deemed to be Substantially Complete, as evidenced by receipt of (i) the Architect/Engineer's Certificate of Substantial Completion, (ii) written Acceptance of the Project by the Owner, and (iii) approvals of any other authority as may be necessary or otherwise required.

MM. Substitute: Materials or equipment offered by the Contractor as an alternative to that set forth in the Project Plans and Specifications, where (i) the Project Plans and Specifications do not authorize an "approved equal", or (ii) the Owner, in its reasonable discretion, determines that a pre-authorized "approved equal" will result in a substantial change to the Work because of cost, quality or other difference in comparison to the materials or equipment specified.

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

OO. Work: The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

PP. Work Directive Change: A written directive to Contractor, issued on or after the effective date of the Agreement pursuant to Section 5.8 and signed by Owner's Project

Representative, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed or responding to emergencies.

ARTICLE II RELATIONSHIP AND RESPONSIBILITIES

2.1 Relationship between Contractor and Owner. The Contractor accepts the relationship of trust and confidence established with Owner pursuant to the Contract Documents. The Contractor shall furnish its best skill and judgment and cooperate with Owner and Owner's Project Representative in furthering the interests of the Owner. The Contractor agrees to provide the professional services required to complete the Project consistent with the Owner's direction and the terms of the Contract Documents. All services provided hereunder by Contractor, either directly or through Subcontractors, shall be provided in accordance with sound construction practices and applicable professional construction standards.

A. Purpose. The purpose of the Contract Documents is to provide for the provision of construction services for the Project on the Project Site by the Contractor, and construction of the Project by the Contractor in accordance with the Project Plans and Specifications. The further purpose of the Contract Documents is to define and delineate the responsibilities and obligations of the parties to the Contract Documents and to express the desire of all such parties to cooperate to accomplish the purposes and expectations of the Contract Documents.

B. Construction Team. The Contractor, Owner and Architect/Engineer shall be called the "Construction Team" and shall work together as a team commencing upon full execution of the Contract Documents through Substantial Completion. As provided in Section 2.2, the Contractor and Architect/Engineer shall work jointly through completion and shall be available thereafter should additional services be required. The Contractor shall provide leadership to the Construction Team for all matters relating to construction. The Contractor understands, acknowledges and agrees that the Architect/Engineer shall provide leadership to the Construction Team on all matters relating to design.

Owner's Reliance on Bid (or Guaranteed Maximum Price Addendum).
The Contractor acknowledges that the representations, statements, information and pricing contained in its Bid (or Guaranteed Maximum Price Addendum) have been relied upon by the Owner and have been a material factor in the award of this Project to the Contractor.

2.2 General Contractor Responsibilities. In addition to the other responsibilities set forth herein, the Contractor shall have the following responsibilities pursuant to the Contract Documents:

A. Personnel. The Contractor represents that it has secured, or shall secure, all personnel necessary to perform the Work, none of whom shall be employees of the Owner. Primary liaison between the Contractor and the Owner shall be through the Owner's Project Representative and Contractor's Project Manager. All of the services required herein shall be performed by the Contractor or under the Contractor's supervision, and all personnel engaged in

the Work shall be fully qualified and shall be authorized or permitted under law to perform such services.

B. Cooperation with Architect/Engineer. The Contractor's services shall be provided in conjunction with the services of the Architect/Engineer. In the performance of professional services, the Contractor acknowledges that time is critical for Project delivery. The Contractor acknowledges that timely construction utilizing the services of an Architect/Engineer and a Contractor requires maximum cooperation between all parties.

C. Timely Performance. The Contractor shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work, in accordance with the Project Schedule. Verification of estimated Project Schedule goals will be made as requested by the Owner.

D. Duty to Defend Work. In the event of any dispute between the Owner and any Permitting Authority that relates to the quality, completeness or professional workmanship of the Contractor's services or Work, the Contractor shall, at its sole cost and expense, cooperate with the Owner to defend the quality and workmanship of the Contractor's services and Work.

E. Trade and Industry Terminology. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. All Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of bids (or at the time of execution of the Guaranteed Maximum Price Addendum), except as may otherwise be specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of Owner or Contractor, or any of their agents or employees from those set forth in the Contract Documents. Computer dimensions shall govern over scaled dimensions.

2.3 Project Schedule. The Contractor, within ten (10) days after being awarded the Agreement, shall prepare and submit for the Owner's and Architect/Engineer's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of Work.

A. The Project Schedule shall show a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of Work, subject to review of Owner and Architect/Engineer and approval or rejection by Owner. The Project Schedule shall show, at a minimum, the

approximate dates on which each segment of the Work is expected to be started and finished, the proposed traffic flows during each month, the anticipated earnings by the Contractor for each month and the approximate number of crews and equipment to be used. The Project Schedule shall include all phases of procurement, approval of shop drawings, proposed Change Orders in progress, schedules for Change Orders, and performance testing requirements. The Project Schedule shall include a construction commencement date and Project Substantial Completion Date, which dates shall accommodate known or reasonably anticipated geographic, atmospheric and weather conditions.

- B. The Project Schedule shall serve as the framework for the subsequent development of all detailed schedules. The Project Schedule shall be used to verify Contractor performance and to allow the Owner's Project Representative to monitor the Contractor's efforts.
- C. The Project Schedule may be adjusted by the Contractor pursuant to Article V. The Owner shall have the right to reschedule the Work provided such rescheduling is in accordance with the remainder of terms of the Contract Documents.
- D. The Contractor shall prepare a submittal schedule, promptly after being awarded the Agreement, and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect/Engineer's approval. The Architect/Engineer's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect/Engineer reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.
- E. The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect/Engineer.

2.4 Construction Services. The Contractor shall provide the following Construction Services:

A. Construction of Project. The Contractor shall work from the receipt of a Notice to Proceed through the Substantial Completion of the Project in accordance with the terms of the Contract Documents to manage the construction of the Project. The Construction Services provided by the Contractor to construct the Project shall include without limitation (1) all services necessary and commensurate with established construction standards, and (2) all services described in the Invitation for Bid (or Request for Proposal) and the Bid (or Guaranteed Maximum Price Addendum).

B. Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) days after the effective date of the Agreement. Contractor shall start to perform the

Work on the date specified in the Notice to Proceed, but no Work shall be done at the site prior to the issuance of the Notice to Proceed.

C. Quality of Work. If at any time the labor used or to be used appears to the Owner as insufficient or improper for securing the quality of Work required or the required rate of progress, the Owner may order the Contractor to increase its efficiency or to improve the character of its Work, and the Contractor shall conform to such an order. Any such order shall not entitle Contractor to any additional compensation or any increase in Contract Time. The failure of the Owner to demand any increase of such efficiency or any improvement shall not release the Contractor from its obligation to secure the quality of Work or the rate of progress necessary to complete the Work within the limits imposed by the Contract Documents. The Owner may require the Contractor to remove such personnel as the Owner deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the Project is deemed to be contrary to the Owner's interest. The Contractor shall provide good quality workmanship and shall promptly correct construction defects without additional compensation. Acceptance of the Work by the Owner shall not relieve the Contractor of the responsibility for subsequent correction of any construction defects.

D. Materials. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by Architect/Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and maintained in accordance with the instruction of the applicable supplier except as otherwise provided in the Contract Documents.

E. Accountability for Work. The Contractor shall be solely accountable for its Work, including plans review and prepare submittals. The Contractor shall be solely responsible for means, methods, techniques, sequences and procedures of construction. If a specific means, method, technique, sequence or procedure of construction is required by the Contract Documents, the Contractor may utilize an alternative means, method, technique, sequence or procedure acceptable to Architect/Engineer if the Contractor submits sufficient information to allow the Architect/Engineer to determine that the alternative is equivalent to that required by the Contract Documents.

Contract Sum. The Contractor shall construct the Project so that the Project can be built for a cost not to exceed the Contract Sum.

Governing Specifications. The Project shall be constructed in accordance with applicable Owner design standards and guidelines. In the absence of specified Owner design standards or guidelines, the Architect/Engineer shall use, and the Contractor shall comply with, the most recent version of the applicable FDOT or AASHTO design standards. In general, the Project shall be constructed by the Contractor in accordance with applicable industry standards. The Contractor shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications or other mandates relevant to the Project or the services to be performed.

H. Adherence to Project Schedule. The development and equipping of the Project shall be undertaken and completed in accordance with the Project Schedule, and within the Contract Time described therein.

I. Superintendent. The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project Site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

(1) The Contractor, as soon as practicable after award of the Agreement, shall furnish in writing to the Owner through the Architect/Engineer the name and qualifications of the proposed superintendent. The Architect/Engineer may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect/Engineer has a reasonable objection to the proposed superintendent or (2) that the Architect/Engineer requires additional time to review. Failure of the Architect/Engineer to reply within 14 days shall constitute notice of no reasonable objection.

(2) The Contractor shall not employ a proposed superintendent to whom the Owner or Architect/Engineer has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not be unreasonably withheld or delayed.

J. Work Hours. Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety and protection of persons or the Work or property at the site or adjacent thereto and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and Contractor shall not permit overtime work or the performance of Work on Saturday, Sunday or legal holiday without Owner's written consent given after prior notice to Architect/Engineer (at least seventy-two (72) hours in advance).

K. Overtime-Related Costs. Contractor shall pay for all additional Architect/Engineer charges, inspection costs and Owner staff time for any overtime work which may be authorized. Such additional charges shall be a subsidiary obligation of Contractor and no extra payment shall be made by Owner because of such overtime work. At Owner's option, such overtime costs may be deducted from Contractor's monthly payment request or Contractor's retainage prior to release of final payment.

L. Insurance, Overhead and Utilities. Unless otherwise specified, Contractor shall furnish and assume full responsibility for all bonds, insurance, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

M. Cleanliness. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the

Contractor's tools, construction equipment, machinery and surplus materials from and about the Project Site. Contractor shall restore to original conditions all property not designated for alteration by the Contract Documents. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from Contractor.

N. Loading. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

O. Safety and Protection. Contractor shall comply with the Florida Department of Commerce Safety Regulations and any local safety regulations. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:

- (1) All employees on the Work and other persons and organizations who may be affected thereby;
- (2) All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project Site; and
- (3) Other property at the Project Site or adjacent thereto, including trees, shrubs, lawns, walks, pavement, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement during construction.

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

P. Emergencies. In emergencies affecting the safety or protection of persons or the Work or property at the Project Site or adjacent thereto, Contractor, without special instruction or authorization from Architect/Engineer or Owner, shall act to prevent threatened damage, injury or loss. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Owner determines that a change in the Project is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variation.

Q. Substitutes. For Substitutes not included with the Bid (or Guaranteed Maximum Price Addendum), but submitted after the effective date of the Agreement (or Guaranteed Maximum Price Addendum), Contractor shall make written application to

Architect/Engineer for acceptance thereof, certifying that the proposed Substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will also contain an itemized estimate of all costs and delays or schedule impacts that will result directly or indirectly from review, acceptance and provision of such Substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by the Architect/Engineer in evaluating the proposed Substitute. Architect/Engineer may require Contractor to furnish at Contractor's expense, additional data about the proposed Substitute. In rendering a decision, Owner, Architect/Engineer and Contractor shall have access to any available Float Time in the Project Schedule. If Substitute materials or equipment not included as part of the Bid (or Guaranteed Maximum Price Addendum), but proposed after the effective date of the Agreement, be accepted and are less costly than the originally specified materials or equipment, then the net difference in cost shall be credited to the Owner and an appropriate Change Order executed to adjust the Contract Sum.

- (1) Architect/Engineer will be allowed a reasonable time within which to evaluate each proposed Substitute. Architect/Engineer will be the sole judge of acceptability and no Substitute will be ordered, installed or utilized without Architect/Engineer's prior written acceptance which will be evidenced by either a Change Order or an approved shop drawing. Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other warranty with respect to any Substitute.
- (2) Contractor shall reimburse Owner for the charges of Architect/Engineer and Architect/Engineer's consultants for evaluating each proposed Substitute submitted after the effective date of the Agreement and all costs resulting from any delays in the Work while the Substitute was undergoing review.

R. Surveys and Stakes. The Contractor shall furnish, free of charge, all labor, stakes, surveys, batter boards for structures, grade lines and other materials and supplies and shall set construction stakes and batter boards for establishing lines, position of structures, slopes and other controlling points necessary for the proper prosecution of the Work. Where rights-of-way, easements, property lines or any other conditions which make the lay-out of the Project or parts of the Project critical are involved, the Contractor shall employ a competent surveyor who is registered in the State of Florida for lay-out and staking. These stakes and marks shall constitute the field control by which the Contractor shall govern and execute the Work. The Contractor shall be held responsible for the preservation of all stakes and marks and if for any reason any of the stakes or marks or batter boards become destroyed or disturbed, they shall be immediately and accurately replaced by the Contractor.

S. Suitability of Project Site. The Contractor has, by careful examination, satisfied itself as to the nature and location of the Work and all other matters which can in any way affect the Work, including, but not limited to details pertaining to borings, as shown on the drawings. Such boring information is not guaranteed to be more than a general indication of the materials likely to be found adjacent to holes bored at the Project Site, approximately at the locations indicated. The Contractor has examined boring data, where available, made its own interpretation of the subsurface conditions and other preliminary data, and has based its Bid (or

Guaranteed Maximum Price Addendum) on its own opinion of the conditions likely to be encountered. Except as specifically provided in Sections 2.4.U., 5.4 and 5.5, no extra compensation or extension of time will be considered for any Project Site conditions that existed at the time of bidding (or at the time of execution of the Guaranteed Maximum Price Addendum). No verbal agreement or conversation with any officer, agent or employee of the Owner, before or after the execution of the Agreement, shall affect or modify any of the terms or obligations herein contained.

T. Project Specification Errors. If the Contractor, during the Work, finds that the drawings, specifications or other Contract Documents cannot be followed, the Contractor shall immediately inform the Owner in writing, and the Owner shall promptly check the accuracy of the information. Any Work done after such discovery, until any necessary changes are authorized, will be done at the Contractor's sole risk of non-payment and delay.

U. Remediation of Contamination: Owner and Contractor recognize that remediation of subsurface conditions may be necessary due to potential hazardous materials contamination. Because the presence or extent of any contamination is not known, Contractor shall include no cost in the Contract Sum, and no time on the Project Schedule for cost or delays that might result from any necessary remediation. The Project Schedule will provide a period of time between demolition activities and the start of the next activity to commence any remediation if needed. Contractor shall use all reasonable efforts in scheduling the Project to minimize the likelihood that remediation delays construction. All hazardous materials remediation Work which Contractor agrees to perform shall be done pursuant to a Change Order or amendment consistent with the following:

- (1) The date of substantial Completion shall be equitably adjusted based on delays, if any, incurred in connection with remediation efforts.
- (2) Contractor, and any Subcontractors which have mobilized on the Project Site, shall be paid for demonstrated costs of overhead operations at the Project Site during any period of delay of more than seven (7) days, except to the extent that Work proceeds concurrently with remediation. The categories of costs to be reimbursed are limited to those reasonably incurred at the jobsite during the delay period (such as trailers or offices, telephones, faxes, and the like); equipment dedicated to the Project and located at the Project Site; salaries and associated costs of personnel dedicated to the Project to the extent that they do not perform work on other projects; and other jobsite costs that are reasonable and which are incurred during the delay period. Subcontractors and suppliers which have not mobilized are limited to the costs set forth in Section 2.4.U(3).
- (3) Contractor and any Subcontractor or supplier on the Project who is eligible for compensation shall be paid any demonstrated costs of escalation in materials or labor, and reasonable costs of off-site storage of materials identified to the Project, arising because of any delay of more than seven (7) days. Such Contractor, Subcontractors and suppliers are obligated to take all reasonable steps to mitigate escalation costs, such as through early purchase of materials.

- (4) Contractor, for itself and all Subcontractors and suppliers on the Project, hereby agrees that the extension of time for delays under Section 2.4.U(1), and payment of the costs identified in Sections 2.4.U(2) and/or Section 2.4.U(3), are the sole remedies for costs and delays described in this Section, and waives all claims and demands for extended home office overhead (including, but not limited to, "Eichleay" claims), lost profit or lost opportunities, and any special, indirect, or consequential damages arising as a result of delays described in this Section. The Contract Sum shall be adjusted to reflect payment of allowable costs.
- (5) If any delay described in this section causes the time or cost for the Project to exceed the Contract Time or the Contract Sum, then the Owner may terminate the Agreement pursuant to Section 14.2.
- (6) Contractor and any Subcontractor or supplier seeking additional costs under this Section 2.4.U. shall promptly submit estimates for any costs as requested by Owner, and detailed back-up for all costs when payment is sought or whenever reasonably requested by Owner. All costs are auditable, at Owner's discretion. Full, estimates and pricing information reasonably related to any request for additional compensation will be provided promptly on request.
- (7) Contractor shall include provisions in its subcontracts and purchase orders consistent with this Section.

V. Interfacing

- (1) Contractor shall take such measures as are necessary to ensure proper construction and delivery of the Project, including but not limited to providing for the procurement of long-lead items, the separate construction Subcontractors, and the general conditions items are performed without duplication or overlap to maintain completion of all Work on schedule. Particular attention shall be given to provide that each Subcontractor bid package clearly identifies the Work included in that particular separate subcontract, its scheduling for start and completion, and its relationship to other separate contractors.
- (2) Without assuming any design responsibilities of the Architect/Engineer, the Contractor shall include in the Progress Reports required under this Section 2.4 comments on overlap with any other separate subcontracts, omissions, lack of correlation between drawings, and any other deficiencies noted, in order that the Architect/Engineer may arrange for necessary corrections.

W. Job Site Facilities. The Contractor shall arrange for all job site facilities required and necessary to enable the Contractor and Architect/Engineer to perform their

respective duties and to accommodate any representatives of the Owner which the Owner may choose to have present on the Project Site.

X. Weather Protection. The Contractor shall provide temporary enclosures of building areas to assure orderly progress of the Work during periods when extreme weather conditions are likely to be experienced. The Contractor shall also be responsible for providing weather protection for Work in progress and for materials stored on the Project Site. A contingency plan shall be prepared upon request of the Owner for weather conditions that may affect the construction.

Y. Payment and Performance Bond. Prior to the construction commencement date, the Contractor shall obtain, for the benefit of and directed to the Owner, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the Contractor of its obligations under the Contract Documents, including but not limited to the construction of the Project on the Project Site and the payment of all obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the Contractor to provide the Payment and Performance Bond shall be approved by the Owner prior to the issuance of such Bond, such approval shall not be unreasonably withheld or delayed provided that the surety is rated A or better by Best's Key Guide, latest edition. For Changes in the Work that result in an increase in the Contract Sum, Owner reserves the right to require the Contractor to secure and deliver additive riders to the Payment and Performance Bond.

Z. Construction Phase; Building Permit; Code Inspections. Unless otherwise provided, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspections as necessary for the prosecution of the Work.

(1) Building Permit. The Owner and Architect/Engineer shall provide such information to any Permitting Authority as is necessary to obtain approval from the Permitting Authority to commence construction prior to beginning construction. The Contractor shall pull any required building permit, and shall be responsible for delivering and posting the building permit at the Project Site prior to the commencement of construction. The cost of the building permit is included in the Contract Sum. The Owner and Architect/Engineer shall fully cooperate with the Contractor when and where necessary.

(2) Code Inspections. The Project requires detailed code compliance inspection during construction in disciplines determined by any Permitting Authority. These disciplines normally include, but are not necessarily limited to, structural, mechanical, electrical, plumbing, general building and fire. The Contractor shall notify the appropriate inspector(s) and the Architect/Engineer, no less than 24 hours in advance, when the Work is ready for inspection and before the Work is covered up. All inspections shall be made for conformance with the applicable ordinances and building codes. Costs for all re-inspections of Work found defective and subsequently repaired shall not be included as Project Costs and shall be

borne by the Contractor or as provided in the contract between Contractor and Subcontractor.

- (3) Contractor's Personnel. The Contractor shall maintain sufficient off-site support staff and competent full-time staff at the Project Site authorized to act on behalf of the Contractor to coordinate, inspect, and provide general direction of the Work and progress of the Subcontractors. At all times during the performance of the Work, the Owner shall have the right to demand replacement of Contractor Personnel to whom the Owner has reasonable objection, without liability to the Contractor.
- (4) Lines of Authority. To provide general direction of the Work, the Contractor shall establish and maintain lines of authority for its personnel and shall provide this information to the Owner, all other affected parties, such as the code inspectors of any Permitting Authority, the Subcontractors, and the Architect/Engineer. The Owner and Architect/Engineer may attend meetings between the Contractor and his Subcontractors; however, such attendance is optional and shall not diminish either the authority or responsibility of the Contractor to administer the subcontract.

AA. Quality Control. The Contractor shall develop and maintain a program, acceptable to the Owner and Architect/Engineer, to ensure quality control of the construction. The Contractor shall be responsible for and supervise the Work of all Subcontractors, providing instructions to each when their Work does not conform to the requirements of the Project Plans and Specifications, and the Contractor shall continue to coordinate the Work of each Subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the Work. Should a disagreement occur between the Contractor and the Architect/Engineer on the acceptability of the Work, the Owner, at its sole discretion and in addition to any other remedy provided herein, shall have the right to determine the acceptability, provided that such determination is consistent with standards for construction projects of this type and generally accepted industry standards for workmanship in the State of Florida.

B. Management of Subcontractors. All Subcontractors shall be compensated in accordance with Article IV. The Contractor shall solely control the Subcontractors. The Contractor shall negotiate all Change Orders and Field Orders with all affected Subcontractors and shall review the costs and advise the Owner and Architect/Engineer of their validity and reasonableness, acting in the Owner's best interest. When there is an imminent threat to health and safety, and Owner's Project Representative concurrence is impractical, the Contractor shall act immediately to remove the threats to health and safety and shall subsequently fully inform Owner of all such action taken. The Contractor shall also carefully review all shop drawings and then forward the same to the Architect/Engineer for review and actions. The Architect/Engineer will transmit them back to the Contractor, who will then issue the shop drawings to the affected Subcontractor for fabrication or revision. The Contractor shall maintain a suspense control system to promote expeditious handling. The Contractor shall request the Architect/Engineer to make interpretations of the drawings or specifications requested of him by the Subcontractors and shall maintain a business system to promote timely response. The Contractor shall inform

the Architect/Engineer which shop drawings or requests for clarification have the greatest urgency, to enable the Architect/Engineer to prioritize requests coming from the Contractor. The Contractor shall advise the Owner and Architect/Engineer when timely response is not occurring on any of the above.

CC. Job Requirements.

(1) The Contractor shall provide each of the following as a part of its services hereunder:

- (a) Maintain a log of daily activities, including manpower records, equipment on site, weather, delays, major decisions, etc;
- (b) Maintain a roster of companies on the Project with names and telephone numbers of key personnel;
- (c) Establish and enforce job rules governing parking, clean-up, use of facilities, and worker discipline;
- (d) Provide labor relations management and equal opportunity employment for a harmonious, productive Project;
- (e) Provide and administer a safety program for the Project and monitor for contractor compliance without relieving them of responsibilities to perform Work in accordance with best available practice;
- (f) Provide a quality control program as provided under Section 2.4.C above;
- (g) Provide miscellaneous office supplies that support the construction efforts which are consumed by its own forces;
- (h) Provide for travel to and from its home office to the Project Site and to those other places within Manatee County as required by the Project;
- (i) Verify that tests, equipment, and system start-ups and operating and maintenance instructions are conducted as required and in the presence of the required personnel and provide adequate records of same to the Architect/Engineer;
- (j) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and sample submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued after execution of the Agreement, Owner/Architect/Engineer's clarifications and interpretations of the Contract Documents,

progress reports, as-built drawings, and other project related documents;

- (k) Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions; list of visiting officials and representatives or manufacturers, fabricators, suppliers and distributors; daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures, and provide copies of same to Owner/Architect/Engineer;
- (l) Record names, addresses and telephone numbers of Contractors, Subcontractors and major suppliers of materials and equipment;
- (m) Furnish Owner/Architect/Engineer periodic reports, as required, of progress of the Work and Contractor's compliance with the approved progress schedule and schedule of shop drawing submissions;
- (n) Consult with Owner/Architect/Engineer in advance of scheduling major tests, inspections or start of important phases of the Work;
- (o) Verify, during the course of the Work, that certificates, maintenance and operation manuals and other data required to be assembled and furnished are applicable to the items actually installed, and deliver same to Owner/Architect/Engineer for review prior to final Acceptance of the Work; and

Cooperate with Owner in the administration of grants.

- (2) The Contractor shall provide personnel and equipment, or shall arrange for separate Subcontractors to provide each of the following as a Project Cost:
 - (a) Services of independent testing laboratories, and provide the necessary testing of materials to ensure conformance to contract requirements; and
 - (b) Printing and distribution of all required bidding documents and shop drawings, including the sets required by Permitting Authority inspectors.

DD. As-Built Drawings. The Contractor shall continuously review as-built drawings and mark up progress prints to provide as much accuracy as possible. Prior to, and as a requirement for authorizing final payment to the Contractor due hereunder, the Contractor shall provide to the Owner an original set of marked-up, as-built Project Plans and Specifications and an electronic format of those records showing the location and dimensions of the Project as constructed, which documents shall be certified as being correct by the Contractor and the

Architect/Engineer. Final as-built drawings shall be signed and sealed by a registered Florida surveyor.

EE. Progress Reports. The Contractor shall forward to the Owner, as soon as practicable after the first day of each month, a summary report of the progress of the various parts of the Work, to include those parts of the Work in fabrication and in the field, stating the existing status, estimated time of completion and cause of delay, if any. Together with the summary report, the Contractor shall submit any necessary revisions to the original schedule for the Owner's review and approval. In addition, more detailed schedules may be required by the Owner for daily traffic control.

FF. Contractor's Warranty. The Contractor warrants to the Owner and Architect/Engineer that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements will be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect/Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

(1) Contractor shall use its best efforts and due diligence to ensure that during the warranty period, those entities or individuals who have provided direct warranty to the Owner as required by the Contract Documents perform all required warranty Work in a timely manner and at the sole cost and expense of such warranty providers. Any such cost or expense not paid by the warranty providers shall be paid by the Contractor, to include any costs and attorney fees incurred in warranty-related litigation between Contractor and Subcontractors.

(2) The Contractor shall secure guarantees and warranties of Subcontractors, equipment suppliers and materialmen, and assemble and deliver same to the Owner in a manner that will facilitate their maximum enforcement and assure their meaningful implementation. The Contractor shall collect and deliver to the Owner any specific written guaranties or warranties given by others as required by subcontracts.

(3) At the Owner's request, the Contractor shall conduct, jointly with the Owner and the Architect/Engineer, no more than two (2) warranty inspections within three (3) years after the Substantial Completion Date.

GG. Apprentices. If Contractor employs apprentices, their performance of Work shall be governed by and shall comply with the provisions of Chapter 446, Florida Statutes.

HH. Schedule of Values. Unit prices shall be established for this Agreement by the submission of a schedule of values within ten (10) days of receipt of the Notice to Proceed. The schedule shall include quantities and prices of items equaling the Contract Sum and will subdivide the Work into components in sufficient detail to serve as the basis for progress payments during construction. Such prices shall include an appropriate amount of overhead and profit applicable to each item of Work. Upon request of the County, the Contractor shall support the values with data which will substantiate their correctness.

II. Other Contracts. The Owner reserves the right to let other contracts in connection with this Work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and execution of their work, and promptly connect and coordinate the Work with theirs.

ARTICLE III COMPENSATION

3.1 Compensation. The Contract Sum constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the Contract Sum.

A. Adjustments. The Contract Sum may only be changed by Change Order or by a written amendment. Any claim for an increase or decrease in the Contract Sum shall be based on written notice delivered by the party making the claim to the other party. Notice of the amount of the claim with supporting data shall be delivered within fifteen (15) days from the beginning of such occurrence and shall be accompanied by claimant's written statement that the amount claimed covers all amounts to which the claimant is entitled as a result of the occurrence of said event. Failure to deliver a claim within the requisite 15-day period shall constitute a waiver of the right to pursue such claim.

B. Valuation. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Sum shall be determined in one of the following ways (at Owner's discretion):

- (1) In the case of Unit Price Work, in accordance with Section 3.1.C, below;
- (2) By mutual acceptance of a lump sum; or
- (3) On the basis of the cost of the Work, plus a negotiated Contractor's fee for overhead and profit. Contractor shall submit an itemized cost breakdown together with supporting data.

C. Unit Price Work. The unit price of an item of Unit Price Work shall be subject to re-evaluation and adjustment pursuant to a requested Change Order under the following conditions:

- (1) If the total cost of a particular item of Unit Price Work amounts to 5% or more of the Contract Sum and the variation in the quantity of the particular item of Unit Price Work performed by Contractor differs by more than 15% from the estimated quantity of such item indicated in the Agreement; and
- (2) If there is no corresponding adjustment with respect to any other item of Work; and
 - (i) If Contractor believes that it has incurred additional expense as a result thereof; or
 - (ii) If Owner believes that the quantity variation entitles it to an adjustment in the unit price; or
 - (iii) If the parties are unable to agree as to the effect of such variations in the quantity of Unit Price Work performed.

3.2 Schedule of Compensation. All payments for services and material under the Contract Documents shall be made in accordance with the following provisions.

A. Periodic Payments for Services. The Contractor shall be entitled to receive payment for Construction Services rendered pursuant to Section 2.4 in periodic payments which shall reflect a fair apportionment of cost and schedule of values of services furnished prior to payment, subject to the provisions of this Section.

B. Payment for Materials and Equipment. In addition to the periodic payments authorized hereunder, payments may be made for material and equipment not incorporated in the Work but covered and suitably stored at the Project Site, or another location, subject to prior approval and acceptance by the Owner on each occasion.

C. Credit toward Contract Sum. All payments for Construction Services made hereunder shall be credited toward the payment of the Contract Sum as Contractor's sole compensation for the construction of the Project.

3.3 Invoice and Payment. All payments for services and materials under the Contract Documents shall be invoiced and paid in accordance with the following provisions.

A. Invoices. The Contractor shall submit to the Owner periodic invoices for payment, in a form acceptable to the Owner, which shall include a sworn statement certifying that, to the best of the Contractor's knowledge, information and belief, the construction has progressed to the point indicated, the quality and the Work covered by the invoice is in accord with the Project Plans and Specifications, and the Contractor is entitled to payment in the amount requested, along with the cost reports required pursuant to Article II, showing in detail all monies paid out, Project Costs accumulated, or Project Cost incurred during the previous period. This data shall be attached to the invoice.

B. Additional Information; Processing of Invoices. Should an invoiced amount appear to exceed the Work effort believed to be completed, the Owner may, prior to processing of the invoice for payment, require the Contractor to submit satisfactory evidence to support the invoice. All progress reports and invoices shall be delivered to the attention of the Owner's Project Representative. Invoices not properly prepared (mathematical errors, billing not reflecting actual Work done, no signature, etc.) shall be returned to the Contractor for correction.

C. Architect/Engineer's Approval. Payment for Work completed shall be subject to the Architect/Engineer approving the payment requested by the Contractor and certifying the amount thereof that has been properly incurred and is then due and payable to the Contractor, and identifying with specificity any amount that has not been properly incurred and that should not be paid.

D. Warrants of Contractor with Respect to Payment. The Contractor warrants that (1) upon payment of any retainage, materials and equipment covered by a partial payment request will pass to Owner either by incorporation in construction bill or receipt of payment by the Contractor, whichever occurs first; (2) Work, materials and equipment covered by previous partial payment requests shall be free and clear of liens, claims, security interests, or encumbrances; and (3) no Work, materials or equipment covered by a partial payment request which has been acquired by the Contractor or by any other person performing Work at the Project Site, or furnishing materials or equipment for the Project shall be subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or any other person.

E. All Compensation Included. Contractor's compensation includes full payment for services set forth in the Contract Documents, including but not limited to overhead, profit, salaries or other compensation of Contractor's officers, partners and/or employees, general operating expenses incurred by Contractor and relating to this Project, including the cost of management, supervisory and data processing staff, job office equipment and supplies, and other similar items.

ARTICLE IV SUBCONTRACTORS

4.1 Subcontracts. At the Owner's request, the Contractor shall provide Owner's Project Representative with copies of all proposed and final subcontracts, including the general and supplemental conditions thereof.

A. Subcontracts Generally. All subcontracts shall: (1) require each Subcontractor to be bound to Contractor to the same extent Contractor is bound to Owner by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor, (2) provide for the assignment of the subcontracts from Contractor to Owner at the election of Owner, upon termination of Contractor, (3) provide that Owner will be an additional indemnified party of the subcontract, (4) provide that Owner will be an additional insured on all insurance policies required to be provided by the Subcontractor, except workers' compensation, (5) assign all warranties directly to Owner, and (6) identify Owner as an intended third-party beneficiary of the subcontract.

(1) A Subcontractor is a person or entity who has a direct contract with Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

(2) A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

B. No Damages for Delay. Except when otherwise expressly agreed to by Owner in writing, all subcontracts shall provide:

"LIMITATION OF REMEDIES – NO DAMAGES FOR DELAY. The Subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delay claimed to be caused by the Owner or Architect/Engineer or attributable to the Owner or Architect/Engineer and including claims based on breach of contract or negligence, shall be an extension of its contract time and shall in no way involve any monetary claim."

Each subcontract shall require that any claims of the Subcontractor for delay must be submitted to the Contractor within the time and in the manner in which the Contractor must submit such claims to the Owner, and the Contractor shall be responsible to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.

C. Contractual Relations. The Contractor shall require each Subcontractor to assume all the obligations and responsibilities which the Contractor owes the Owner pursuant to the Contract Documents, but only to the extent of the Work to be performed by the Subcontractor. Said obligations shall be made in writing and shall preserve and protect the rights of the Owner and Architect/Engineer, with respect to the Work to be performed by the Subcontractor, so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with its sub-subcontractors.

Insurance; Acts and Omissions. Insurance requirements for Subcontractors shall be no more stringent than those requirements imposed on the Contractor by the Owner. The Contractor shall be responsible to the Owner for the acts and omissions of its employees, agents, Subcontractors, their agents and employees, and all other persons performing any of the Work or supplying materials under a contract to the Contractor.

4.2 Relationship and Responsibilities. Except as specifically set forth herein with respect to direct materials acquisitions by Owner, nothing contained in the Contract Documents or in any Contract Document does or shall create any contractual relation between the Owner or Architect/Engineer and any Subcontractor. Specifically, the Contractor is not acting as an agent of the Owner with respect to any Subcontractor. The utilization of any Subcontractor shall not

relieve Contractor from any liability or responsibility to Owner, or obligate Owner to the payment of any compensation to the Subcontractor or additional compensation to the Contractor.

4.3 Payments to Subcontractors; Monthly Statements. The Contractor shall be responsible for paying all Subcontractors from the payments made by the Owner to Contractor pursuant to Article III, subject to the following provisions:

A. Payment. The Contractor shall, no later than ten (10) days after receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, pay to each Subcontractor the amount to which the Subcontractor is entitled in accordance with the terms of the Contractor's contract with such Subcontractor. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-Subcontractors in a similar manner. After receipt of payment from Owner, if the need should arise to withhold payments to Subcontractors for any reason, solely determined by Contractor, the Contractor shall promptly restore such monies to the Owner, adjusting subsequent pay requests and Project bookkeeping as required.

B. Final Payment of Subcontractors. The final payment of retainage to Subcontractors shall not be made until the Project has been inspected by the Architect/Engineer or other person designated by the Owner for that purpose, and until the Architect/Engineer and the Contractor have issued a written certificate that the Project has been constructed in accordance with the Project Plans and Specifications and approved Change Orders. Before issuance of final payment to any Subcontractor with any retainage, the Subcontractor shall submit satisfactory evidence that all payments, material bills, and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted, and instructions for the Owner's operating and maintenance personnel is complete. Final payment may be made to certain select Subcontractors whose Work is satisfactorily completed prior to the completion of the Project, but only upon approval of the Owner's Project Representative.

4.4 Responsibility of Subcontractors. As provided in Section 2.4.BB, Contractor shall be fully responsible to Owner for all acts and omissions of the Subcontractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect Contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions.

4.5 Contingent Assignment of Subcontracts. Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that:

- (1) assignment is effective only after termination of the Contract by the Owner for cause pursuant to Article XIV and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- (2) assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Agreement.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract. Upon such assignment, if the Work has been suspended for more than thirty (30) days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension. Upon such assignment to the Owner, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE V CHANGES IN WORK

5.1 General. Changes in the Work may be accomplished in the execution of the Agreement, and without invalidating the Agreement, by Change Order, Work Directive Change or order for a minor change in the Work, subject to the limitations stated in this Article V and elsewhere in the Contract Documents. A Change Order shall be based upon agreement among the Owner, Contractor and Architect/Engineer; a Work Directive Change requires agreement by the Owner and Architect/Engineer and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect/Engineer alone. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Work Directive Change or order for a minor change in the Work.

5.2 Minor Changes in the Work. The Owner or Architect/Engineer shall have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such change will be effected by written order signed by the Architect/Engineer and shall be binding on the Owner and Contractor. The Contractor shall abide by and perform such minor changes. Such changes shall be effected by a Field Directive or a Work Directive Change. Documentation of changes shall be determined by the Construction Team, and displayed monthly in the Progress Reports. Because such changes shall not affect the Contract Sum to be paid to the Contractor, they shall not require a Change Order pursuant to Section 5.6.

5.3 Emergencies. In any emergency affecting the safety of persons or property, the Contractor shall act at its discretion to prevent threatened damage, injury, or loss. Any increase in the Contract Sum or extension of time claimed by the Contractor because of emergency Work shall be determined as provided in Section 5.6. However, whenever practicable, the Contractor shall obtain verbal concurrence of the Owner's Project Representative and Architect/Engineer where the act will or may affect the Contract Sum or Contract Time.

5.4 Concealed Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect/Engineer before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. The

Architect/Engineer will promptly investigate such conditions and, if the Architect/Engineer determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect/Engineer determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect/Engineer shall promptly notify the Owner and Contractor in writing, stating the reasons. If the Contractor disputes the Architect/Engineer's determination or recommendation, the Contractor may proceed as provided in Article VIII. If the Owner disputes the Architect/Engineer's determination or recommendation, the Owner may appeal directly to the Purchasing Official and shall thereafter follow the process set forth in Section 8.5.

5.5 Hazardous Materials. In the event the Contractor encounters on the Project Site material reasonably believed to be hazardous, petroleum or petroleum related products, or other hazardous or toxic substances, except as provided in Section 2.4.U, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and the Architect/Engineer in writing. The Work in the affected area shall not thereafter be resumed except by Change Order or written amendment, if in fact the material or substance has not been rendered harmless. The Work in the affected area shall be resumed when the Project Site has been rendered harmless, in accordance with the final determination by the Architect/Engineer or other appropriate professional employed by Owner. The Contractor shall not be required to perform without its consent any Work relating to hazardous materials, petroleum or petroleum related products, or other hazardous or toxic substances. In the event the Contractor encounters on the Project Site materials believed in good faith to be hazardous or contaminated material, and the presence of such hazardous or contaminated material was not known and planned for at the time the Contractor submitted its Bid (or Guaranteed Maximum Price proposal), and it is necessary for the Contractor to stop Work in the area affected and delays Work for more than a seven (7) day period, adjustments to the Contract Sum and/or Contract Time shall be made in accordance with this Section V.

5.6 Change Order Adjustments to Contract Sum.

A. Change Orders Generally. The increase or decrease in the Contract Sum resulting from a change authorized pursuant to the Contract Documents shall be determined:

- (1) By mutual acceptance of a lump sum amount properly itemized and supported by sufficient substantiating data, to permit evaluation by the Architect/Engineer and Owner; or
- (2) By unit prices stated in the Agreement or subsequently agreed upon; or
- (3) By any other method mutually agreeable to Owner and Contractor.

If Owner and Contractor are unable to agree upon increases or decreases in the Contract Sum and the Architect/Engineer certifies that the work needs to be commenced prior to any such agreement, the Contractor, provided it receives a written Change Order signed by or on behalf of the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined on the basis of the reasonable expenditures of those performing the Work attributed

to the change. However, in the event a Change Order is issued under these conditions, the Owner, through the Architect/Engineer, will establish an estimated cost of the Work and the Contractor shall not perform any Work whose cost exceeds that estimated without prior written approval by the Owner. In such case, the Contractor shall keep and present in such form as the Owner may prescribe an itemized accounting, together with appropriate supporting data of the increase in overall costs of the Project. The amount of any decrease in the Contract Sum to be allowed by the Contractor to the Owner for any deletion or change which results in a net decrease in costs will be the amount of the actual net decrease.

5.7 Owner-Initiated Changes. Without invalidating the Agreement and without notice to any Surety, Owner may, at any time, order additions, deletions or revisions in the Work. These will be authorized by a written amendment, a Field Directive, a Change Order, or a Work Directive Change, as the case may be. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided). A Work Directive Change may not change the Contract Sum or the Contract Time; but evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Sum or Contract Time.

5.8 Unauthorized Work. Contractor shall not be entitled to an increase in the Contract Sum or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents.

5.9 Defective Work. Owner and Contractor shall execute appropriate Change Orders (or written amendments) covering changes in the Work which are ordered by Owner, or which may be required because of acceptance of defective Work, without adjustment to the Contract Sum.

5.10 Estimates for Changes. At any time Architect/Engineer may request a quotation from Contractor for a proposed change in the Work. Within twenty-one (21) calendar days after receipt, Contractor shall submit a written and detailed proposal for an increase or decrease in the Contract Sum or Contract Time for the proposed change. Architect/Engineer shall have twenty-one (21) calendar days after receipt of the detailed proposal to respond in writing. The proposal shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in sufficient detail to reasonably permit an analysis by Architect/Engineer of all material, labor, equipment, subcontracts, overhead costs and fees, and shall cover all Work involved in the change, whether such Work was deleted, added, changed or impacted. Notwithstanding the request for quotation, Contractor shall carry on the Work and maintain the progress schedule. Delays in the submittal of the written and detailed proposal will be considered non-prejudicial.

5.11 Form of Proposed Changes. The form of all submittals, notices, Change Orders and other documents permitted or required to be used or transmitted under the Contract Documents shall be determined by the Owner. Standard Owner forms shall be utilized.

5.12 Changes to Contract Time. The Contract Time may only be changed pursuant to a Change Order or a written amendment to the Contract Documents. Any claim for an

extension or shortening of the Contract Time shall be based on written notice delivered by the party making the claim to the other party. Notice of the extent of the claim with supporting data shall be delivered within fifteen (15) days from detection or beginning of such occurrence and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled to because of the occurrence of said event. The Contract time will be extended in an amount equal to time lost due to delays beyond the control of Contractor. Such delays shall include, but not be limited to, acts or neglect by Owner or others performing additional Work; or to fires, floods, epidemics, abnormal weather conditions or acts of God. Failure to deliver a written notice of claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.

ARTICLE VI ROLE OF ARCHITECT/ENGINEER

6.1 General.

A. Retaining. The Owner shall retain an Architect/Engineer (whether an individual or an entity) lawfully licensed to practice in Florida. The person or entity is identified as the Architect/Engineer in the Agreement and referred to throughout the Contract Documents as if singular in number.

B. Duties. Duties, responsibilities and limitations of authority of the Architect/Engineer as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner and Architect/Engineer. Consent shall not be unreasonably withheld.

C. Termination. If the employment of the Architect/Engineer is terminated, the Owner shall employ a successor Architect/Engineer as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect/Engineer.

6. Administration. The Architect/Engineer will provide administration of the Agreement as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect/Engineer approves the final Application for Payment. The Architect/Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

A. Site Visits. The Architect/Engineer will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work complete, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. Unless specifically instructed by Owner, the Architect/Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect/Engineer will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs

in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

B. **Reporting.** Based on the site visits, the Architect/Engineer will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect/Engineer will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect/Engineer will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

6.3 Interpretation of Project Plans and Specifications. The Architect/Engineer will be the interpreter of the requirements of the Project Plans and Specifications. Upon receipt of comments or objections by Contractor or Owner, the Architect/Engineer will make decisions on all claims, disputes, or other matters pertaining to the interpretation of the Project Plans and Specifications.

6.4 Rejection of Non-Conforming Work. Upon consultation with Owner, the Architect/Engineer shall have the authority to reject Work which does not conform to the Project Plans and Specifications.

6.5 Correction of Work. The Contractor shall promptly correct all Work rejected by the Architect/Engineer for being defective or failing to conform to the Project Plans and Specifications, whether observed before or after the Substantial Completion Date and whether or not fabricated, installed, or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for Architect/Engineer's additional services made necessary thereby.

6.6 Timely Performance of Architect/Engineer. The Contractor shall identify which requests for information or response from the Architect/Engineer have the greatest urgency and those items which require prioritizing in response by the Architect/Engineer. The Contractor shall also identify the preferred time period for response and shall request a response time which is reasonable and demonstrably related to the needs of the Project and Contractor. If Architect/Engineer claims that Contractor's expectations for a response are unreasonable, Owner shall require Architect/Engineer to communicate such claim to Contractor in writing together with the specific time necessary to respond and the date upon which such response will be made. If Contractor believes that Architect/Engineer is not providing timely services or responses, Contractor shall notify Owner of same in writing not less than two (2) weeks before Contractor believes performance or response time from Architect/Engineer is required without risk of delaying the Project.

**ARTICLE VII
OWNER'S RIGHTS AND RESPONSIBILITIES**

7.1 Project Site; Title. The Owner shall provide the lands upon which the Work under the Contract Documents is to be done, except that the Contractor shall provide all necessary additional land required for the erection of temporary construction facilities and storage of his materials, together with right of access to same. The Owner hereby represents to the Contractor that it currently has and will maintain up through and including the Substantial Completion Date, good title to all of the real property constituting the Project Site. Owner agrees to resolve, at its expense, any disputes relating to the ownership and use of the Project Site which might arise during construction.

7.2 Project Plans and Specifications; Architect/Engineer. The parties hereto acknowledge and agree that Owner has previously entered into an agreement with Architect/Engineer. Pursuant to the terms of such agreement, the Architect/Engineer, as an agent and representative of Owner, is responsible for the preparation of Project Plans and Specifications which consist of drawings, specifications and other documents setting forth in detail the requirements for the construction of the Project. All such Project Plans and Specifications shall be provided either by Owner or the Architect/Engineer, and Contractor shall be under no obligation to provide same and shall be entitled to rely upon the accuracy and completeness of the Project Plans and Specifications provided by the Architect/Engineer and all preliminary drawings prepared in connection therewith. The Contractor will be furnished a reproducible set of all drawings and specifications reasonably necessary for the performance of Contractor's services hereunder and otherwise ready for printing. The Contractor shall be notified of any written modifications to the agreement between Owner and Architect/Engineer.

7.3 Surveys; Soil Tests and Other Project Site Information. Owner shall be responsible for providing a legal description and certified land survey of the Project Site in a form and content and with such specificity as may be required by the Architect/Engineer and Contractor to perform their services. To the extent deemed necessary by Owner and Architect/Engineer, and only at Owner's expense, Owner may engage the services of a geotechnical consultant to perform test borings and other underground soils testing as may be deemed necessary by the Architect/Engineer or the Contractor. Contractor shall not be obligated to provide such surveys or soil tests and shall be entitled to rely upon the accuracy and completeness of the information provided; subject, however, to the provisions of Section 2.4.S hereof. Owner shall provide Contractor, as soon as reasonably possible following the execution of the Contract Documents, all surveys or other survey information in its possession describing the physical characteristics of the Project Site, together with soils reports, subsurface investigations, utility locations, deed restrictions, easements, and legal descriptions then in its possession or control. Upon receipt of all surveys, soils tests, and other Project Site information, Contractor shall promptly advise Owner of any inadequacies in such information and of the need for any additional surveys, soils or subsoil tests. In performing this Work, Contractor shall use the standard of care of experienced contractors and will use its best efforts timely to identify all problems or omissions. Owner shall not be responsible for any delay or damages to the Contractor for any visible or disclosed site conditions or disclosed deficiencies in the Project Site which should have been identified by Contractor and corrected by Owner prior to the execution of the Contract Documents.

7.4 Information; Communication; Coordination. The Owner's Project Representative shall examine any documents or requests for information submitted by the Contractor and shall advise Contractor of Owner's decisions pertaining thereto within a reasonable period of time to avoid unreasonable delay in the progress of the Contractor's services. Contractor shall indicate if any such documents or requests warrant priority consideration. However, decisions pertaining to approval of the Project Schedule as it relates to the date of Substantial Completion, the Project Cost, Contractor's compensation, approving or changing the Contract Sum shall only be effective when approved by Owner in the form of a written Change Order or amendment to the Contract Documents. Owner reserves the right to designate a different Owner's Project Representative provided Contractor is notified in writing of any such change. Owner and Architect/Engineer may communicate with Subcontractors, materialmen, laborers, or suppliers engaged to perform services on the Project, but only for informational purposes. Neither the Owner nor the Architect/Engineer shall attempt to direct the Work of or otherwise interfere with any Subcontractor, materialman, laborer, or supplier, or otherwise interfere with the Work of the Contractor. Owner shall furnish the information required of Owner under the Contract Documents promptly.

7.5 Governmental Body. The Contractor recognizes that the Owner is a governmental body with certain procedural requirements to be satisfied. The Contractor has and will make reasonable allowance in its performance of services for such additional time as may be required for approvals and decisions by the Owner and any other necessary government agency.

7.6 Pre-Completion Acceptance. The Owner shall have the right to take possession of and use any completed portions of the Work, although the time for completing the entire Work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents.

7.7 Ownership and Use of Drawings, Specifications and Other Instruments of Service.

(1) The Architect/Engineer and the Architect/Engineer's consultants shall be deemed the authors and owners of their respective instruments of service, including the Project Plans and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the instruments of service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be constructed as publication in derogation of the Architect/Engineer's or Architect/Engineer's consultants' reserved rights.

(2) The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the drawings and specifications provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Project Plans and Specifications or other instruments of service. The Contractor, Subcontractors, Sub-

subcontractors, and material or equipment suppliers may not use the drawings or specifications on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect/Engineer and the Architect/Engineer's consultants.

7.8 Owner's Project Representative. Owner's Project Representative is Owner's Agent, who will act as directed by and under the supervision of the Owner, and who will confer with Owner/Architect/Engineer regarding his actions. The Owner's Project Representative's dealings in matters pertaining to the on-site Work shall, in general, be only with the Owner/Architect/Engineer and Contractor and dealings with Subcontractors shall only be through or with the full knowledge of Contractor.

A. Responsibilities. Except as otherwise instructed in writing by Owner, the Owner's Project Representative will:

- (1) Attend preconstruction conference, arrange a schedule of progress meetings and other job conferences as required in consultation with Owner/Architect/Engineer and notify those expected to attend in advance; and attend meetings and maintain and circulate copies of minutes thereof;
- (2) Serve as Owner/Architect/Engineer's liaison with Contractor, working principally through Contractor's Superintendent, to assist in understanding the intent of the Contract Documents. As requested by Owner/Architect/Engineer, assist in obtaining additional details or information when required at the job site for proper execution of the Work;
- (3) Report to Owner/Architect/Engineer whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents;
- (4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the project; record the outcome of these inspections and report to Owner/Architect/Engineer;
- (5) Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to Owner/Architect/Engineer; and
- (6) Perform those duties as set forth elsewhere within the Contract Documents.

B. Limitations. Except upon written instructions of Owner, Owner's Project Representative shall not:

- (1) Authorize any deviation from the Contract Documents or approve any substitute materials or equipment;

- (2) Exceed limitations on Owner/Architect/Engineer's authority as set forth in the Contract Documents;
- (3) Undertake any of the responsibilities of Contractor, Subcontractors or Contractor's superintendent, or expedite the Work;
- (4) Advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents;
- (5) Advise on or issue directions as to safety precautions and programs in connection with the Work;
- (6) Authorize Owner to occupy the project in whole or in part; or
- (7) Participate in specialized field or laboratory tests.

ARTICLE VIII RESOLUTION OF DISAGREEMENTS CLAIMS FOR COMPENSATION

8.1 Owner to Decide Disputes. The Owner shall reasonably decide all questions and disputes (with the exception of matters pertaining to the interpretation of the Project Plans and Specifications which shall be resolved by the Architect/Engineer pursuant to Section 6.3) that may arise in the execution and fulfillment of the services provided for under the Contract Documents, in accordance with the Procurement Ordinance.

8.2 Finality. The decision of the Owner upon all claims, questions, disputes and conflicts shall be final and conclusive, and shall be binding upon all parties to the Contract Documents, subject to judicial review as provided in Section 8.5 below.

8.3 No Damages for Delay. If at any time Contractor is delayed in the performance of Contractor's responsibilities under the Contract Documents as the result of a default or failure to perform in a timely manner by Owner or Owner's agents or employees, Contractor shall not be entitled to any damages except for compensation specifically authorized in Article III. Contractor's sole remedy will be a right to extend the time for performance. Nothing herein shall preclude Contractor from any available remedy against any responsible party other than Owner. Contractor shall be responsible for liquidated damages for delay if otherwise provided for in the Contract Documents.

8.4 Permitted Claims Procedure. Where authorized or permitted under the Contract Documents, all claims for additional compensation by Contractor, extensions of time affecting the Substantial Completion Date, for payment by the Owner of costs, damages or losses due to casualty, Force Majeure, Project Site conditions or otherwise, shall be governed by the following:

- (1) All claims must be submitted as a request for Change Order in the manner as provided in Article V.
- (2) The Contractor must submit a notice of claim to Owner's Project Representative and to the Architect/Engineer within fifteen (15) days of when the Contractor was or should have been aware of the fact that an occurrence was likely to cause delay or increased costs. Failure to submit a claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.
- (3) Within twenty (20) days of submitting its notice of claim, the Contractor shall submit to the Owner's Project Representative its request for Change Order, which shall include a written statement of all details of the claim, including a description of the Work affected.
- (4) After receipt of a request for Change Order, the Owner's Project Representative, in consultation with the Architect/Engineer, shall deliver to the Contractor, within two (20) days after receipt of request, its written response to the claim.
- (5) In the event the Owner and Contractor are unable to agree on the terms of a Change Order, the Owner shall have the option to instruct the Contractor to proceed with the Work. In that event, the Owner shall pay for those parts of the Work, the scope and price of which are not in dispute. The balance of the disputed items in the order to proceed will be resolved after completion of the Work based upon completed actual cost.
- (6) The rendering of a decision by Owner with respect to any such claim, dispute or other matter (except any which have been waived by the making and acceptance of final payment) will be a condition precedent to any exercise by Owner or Contractor of such right or remedies as either may otherwise have under the Contract Documents or by laws or regulations in respect of any such claim, dispute or other matter.

5. Contract Claims and Disputes. After completion of the process set forth in Section 8.4 above, any unresolved dispute under this Agreement shall be decided by the Purchasing Official in accordance with Section 2-26-63 of the Manatee County Code of Laws, subject to an administrative hearing process as provided in Section 2-26-64. The decision of the Board of County Commissioners in accordance with Section 2-26-64 of the Manatee County Code of Laws shall be the final and conclusive County decision subject to exclusive judicial review in circuit court by a petition for certiorari.

8.6 Claims for Consequential Damages. The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes:

- (1) damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of

management or employee productivity or of the services of such persons;
and

- (2) damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article XIV. Nothing contained in this Section 8.6 shall be deemed to preclude assessment of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

ARTICLE IX INDEMNITY

9.1 Indemnity.

A. Indemnification Generally. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect/Engineer, Architect/Engineer's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss or expense is caused in whole or in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person as described in this Section 9.1.

B. Claims by Employees. In claims against any person or entity indemnified under this Section 9.1 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 9.1.A. shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

9.2 Duty to Defend. The Contractor shall defend the Owner in any action, lawsuit mediation or arbitration arising from the alleged negligence, recklessness or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Work. So long as Contractor, through its own counsel, performs its obligation to defend the Owner pursuant to this Section, Contractor shall not be required to pay the Owner's costs associated with the Owner's participation in the defense.

ARTICLE X
ACCOUNTING RECORDS; OWNERSHIP OF DOCUMENTS

10.1 Accounting Records. Records of expenses pertaining to all services performed shall be kept in accordance with generally accepted accounting principles and procedures.

10.2 Inspection and Audit. The Contractor's records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the Owner's agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of its payees during the performance of the Work. These records shall include, but not be limited to, accounting records, written policies and procedures, Subcontractor files (including proposals of successful and unsuccessful bidders), original estimates, estimate worksheets, correspondence, Change Order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the Contract Documents. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) they may apply to costs associated with the Contract Documents. For such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of the Contract Documents, for the duration of Work, and until three (3) years after the date of final payment by the Owner to the Contractor pursuant to the Contract Documents.

10.3 Access. The Owner's agent or authorized representative shall have access to the Contractor's facilities and all necessary records to conduct audits in compliance with this Article. The Owner's agent or authorized representative shall give the Contractor reasonable advance notice of intended inspections, examinations, and/or audits.

10.4 Ownership of Documents. Upon obtainment of Substantial Completion or termination of the Agreement, all records, documents, tracings, plans, specifications, maps, evaluations, reports, transcripts and other technical data, other than working papers, prepared or developed by the Contractor shall be delivered to and become the property of the Owner. The Contractor at its own expense may retain copies for its files and internal use.

ARTICLE XI
PUBLIC CONTRACT LAWS

11.1 Equal Opportunity Employment.

A. Employment. The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, disability or age, and will take affirmative action to ensure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, creed, sex, color, national origin, disability or age. Such action will be taken with reference to, but shall not be limited to,

recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining, including apprenticeship and on-the-job training.

B. Participation. No person shall, on the grounds of race, creed, sex, color, national origin, disability or age, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of the Agreement.

11.2 Immigration Reform and Control Act of 1986. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement.

11.3 No Conflict of Interest. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement.

A. No Interest in Business Activity. By accepting award of this Agreement, the Contractor, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of services required hereunder, including without limitation as described in the Contractor's own professional ethical requirements. An interest in a business or activity which is deemed a conflict includes but is not limited to direct financial interest in any of the material and equipment manufacturers, suppliers, distributors, or contractors who will be eligible to supply material and equipment for the Project for which the Contractor is furnishing services required hereunder.

B. No Appearance of Conflict. The Contractor shall not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the services provided pursuant to the Agreement. The Contractor has provided the Affidavit of No Conflict, incorporated into the Contract Documents as Exhibit "C", as a material inducement for Owner entering the Agreement. If, in the sole discretion of the County Administrator or designee, a conflict of interest is deemed to exist or arise during the term of this Agreement, the County Administrator or designee may cancel this Agreement, effective upon the date so stated in written notice of cancellation, without penalty to the Owner.

11.4 Truth in Negotiations. By execution of the Contract Documents, the Contractor certifies to truth-in-negotiations and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original Contract Sum and any additions thereto shall be adjusted to exclude any significant sums where the Owner determines the Contract Sum was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year after final payment to the Contractor.

11.5 Public Entity Crimes. The Contractor is directed to the Florida Public Entity Crimes Act, Section 287.133, Florida Statutes, specifically section 2(a), and the Owner's requirement that the Contractor comply with it in all respects prior to and during the term of the Agreement.

ARTICLE XII FORCE MAJEURE, FIRE OR OTHER CASUALTY

12.1 Force Majeure.

A. Unavoidable Delays. Delays in any performance by any party contemplated or required hereunder due to fire, flood, sinkhole, earthquake or hurricane, acts of God, unavailability of materials, equipment or fuel, war, declaration of hostilities, revolt, civil strife, altercation or commotion, strike, labor dispute, or epidemic, archaeological excavation, lack of or failure of transportation facilities, or any law, order, proclamation, regulation, or ordinance of any government or any subdivision thereof, or any other similar cause to those enumerated, beyond the reasonable control and which with due diligence could not have been reasonably anticipated, shall be deemed to be events of Force Majeure and any such delays shall be excused. In the event such party is delayed in the performance of any Work or obligation pursuant to the Contract Documents for any of the events of Force Majeure stated in this Section 12.1, the date for performance required or contemplated by the Contract Documents shall be extended by the number of calendar days the party is actually delayed.

B. Concurrent Contractor Delays. If a delay is caused for any reason provided in 12.1.A. or because of an extension of time provided by Change Order, and during the same time period a delay is caused by Contractor, the date for performance shall be extended as provided in 12.1.A. but only to the extent the delays are concurrent.

C. Notice, Mitigation. The party seeking excuse for nonperformance based on Force Majeure shall give written notice to the Owner, if with respect to the Contractor, or to the Contractor, if with respect to the Owner, specifying its actual or anticipated duration. Each party seeking excuse from nonperformance based on Force Majeure shall use its best efforts to rectify any condition causing a delay and will cooperate with the other party, except that neither party shall be obligated to incur any unreasonable additional costs and expenses to overcome any loss of time that has resulted.

12.2 Casualty; Actions by Owner and Contractor. During the construction period, if the Project or any part thereof shall have been damaged or destroyed, in whole or in part, the Contractor shall promptly make proof of loss; and Owner and Contractor shall proceed promptly to collect, or cause to be collected, all valid claims which may have arisen against insurers or others based upon such damage or destruction. The Contractor shall diligently assess the damages or destruction and shall prepare an estimate of the cost, expenses, and other charges, including normal and ordinary compensation to the Contractor, necessary for reconstruction of the Project substantially in accordance with the Project Plans and Specifications. Within fifteen (15) days following satisfaction of the express conditions described in subsections (1), (2) and (3) below, the Contractor covenants and agrees diligently to commence reconstruction and to complete the reconstruction or repair of any loss or damage by fire or other casualty to the

Project to substantially the same size, floor area, cubic content, and general appearance as prior to such loss or damage:

- (1) Receipt by the Owner or the trustee of the proceeds derived from collection of all valid claims against insurers or others based upon such damage or destruction, and receipt of other sums from any source such that the funds necessary to pay the Project Cost and any additions to the Project Cost necessitated for repair or reconstruction are available;
- (2) Written agreement executed by the Contractor and the Owner, by amendment to the Contract Documents or otherwise, authorizing and approving the repair or reconstruction and any additions to the Project Cost necessitated thereby, including any required adjustment to the Contract Sum; and
- (3) Final approval by the Owner of the Project Plans and Specifications for such repair or reconstruction and issuance of any required building permit.

12.3 Approval of Plans and Specifications. The Owner agrees to approve the plans and specifications for such reconstruction or repair if the reconstruction or repair contemplated by such plans and specifications is economically feasible, and will restore the Project, or the damaged portion thereof, to substantially the same condition as prior to such loss or damage, and such plans and specifications conform to the applicable laws, ordinances, codes, and regulations. The Owner agrees that all proceeds of any applicable insurance or other proceeds received by the Owner or the Contractor as a result of such loss or damage shall be used for payment of the costs, expenses, and other charges of the reconstruction or repair of the Project.

12.4 Notice of Loss or Damage. The Contractor shall promptly give the Owner written notice of any significant damage or destruction to the Project, defined as loss or damage which it is contemplated by Contractor will increase the Contract Sum or extend the Substantial Completion Date, stating the date on which such damage or destruction occurred, the then expected effect of such damage or destruction on the use of the Project, and the then proposed schedule, if any, for repair or reconstruction of the Project. Loss or damage which Contractor determines will not affect the Contract Sum or Substantial Completion Date will be reported to Owner and Architect/Engineer immediately, and associated corrective actions will be undertaken without delay.

ARTICLE XIII REPRESENTATIONS, WARRANTIES AND COVENANTS

13.1 Representations and Warranties of Contractor. The Contractor represents and warrants to the Owner each of the following.

A. The Contractor is a construction company, organized under the laws of the State of _____, authorized to transact business in the State of Florida, with _____ as the primary qualifying agent. Contractor has all requisite power and authority to carry on its business as now

conducted, to own or hold its properties, and to enter into and perform its obligations hereunder and under each instrument to which it is or will be a party, and is in good standing in the State of Florida.

B. Each Contract Document to which the Contractor is or will be a party constitutes, or when entered into will constitute, a legal, valid, and binding obligation of the Contractor enforceable against the Contractor in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

C. There are no pending or, to the knowledge of the Contractor, threatened actions or proceedings before any court or administrative agency, within or without the State of Florida, against the Contractor or any partner, officer, or agent of the Contractor which question the validity of any document contemplated hereunder, or which are likely in any case, or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder, or materially adversely affect the financial condition of the Contractor.

D. The Contractor has filed or caused to be filed all federal, state, local, or foreign tax returns, if any, which were required to be filed by the Contractor, and has paid, or caused to be paid, all taxes shown to be due and payable on such returns or on any assessments levied against the Contractor.

E. Neither Contractor nor any agent or person employed or retained by Contractor has acted fraudulently or in bad faith or in violation of any statute or law in the procurement of this Agreement.

F. The Contractor shall timely fulfill or cause to be fulfilled all of the terms and conditions expressed herein which are within the control of the Contractor or which are the responsibility of the Contractor to fulfill. The Contractor shall be solely responsible for the means and methods of construction.

G. It is recognized that neither the Architect/Engineer, the Contractor, nor the Owner has control over the cost of labor, materials, or equipment, over a Subcontractor's method of determining bid prices, or over competitive bidding, market, or negotiating conditions.

During the term of the Contract Documents, and the period of time that the obligations of the Contractor under the Contract Documents shall be in effect, the Contractor shall cause to occur and to continue to be in effect those instruments, documents, certificates, and events contemplated by the Contract Documents that are applicable to, and the responsibility of, the Contractor.

I. The Contractor shall assist and cooperate with the Owner and shall accomplish the construction of the Project in accordance with the Contract Documents and the Project Plans and Specifications, and will not knowingly violate any laws, ordinances, rules, regulations, or orders that are or will be applicable thereto.

J. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective, and that Owner, representatives of Owner, governmental agencies with jurisdictional interests will have access to the Work at reasonable time for their observation, inspecting and testing. Contractor shall give Architect/Engineer timely notice of readiness of the Work for all required approvals and shall assume full responsibility, including costs, in obtaining required tests, inspections, and approval certifications and/or acceptance, unless otherwise stated by Owner.

K. If any Work (including Work of others) that is to be inspected, tested, or approved is covered without written concurrence of Architect/Engineer, it must, if requested by Architect/Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Architect/Engineer timely notice of Contractor's intention to cover the same and Architect/Engineer has not acted with reasonable promptness in response to such notice. Neither observations by Architect/Engineer nor inspections, tests, or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

L. If the Work is defective, or Contractor fails to supply sufficient skilled workers, or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof and terminate payments to the Contractor until the cause for such order has been eliminated. Contractor shall bear all direct, indirect and consequential costs for satisfactory reconstruction or removal and replacement with non-defective Work, including, but not limited to fees and charges of Architect/Engineers, attorneys and other professionals and any additional expenses experienced by Owner due to delays to other Contractors performing additional Work and an appropriate deductive change order shall be issued. Contractor shall further bear the responsibility for maintaining the schedule and shall not be entitled to an extension of the contract time or the recovery of delay damages due to correcting or removing defective Work.

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

N. If within three (3) years after the Substantial Completion Date or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work or if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instruction, Owner may have the defective Work

corrected/removed and all direct, indirect and consequential costs of such removal and replacement will be paid by Contractor. Failing payment by the Contractor and notwithstanding any other provisions of the Contract Documents to the contrary, Owner shall have the right to bring a direct action in the Circuit Court to recover such costs.

13.2 Representations of the Owner. To the extent permitted by law, the Owner represents to the Contractor that each of the following statements is presently true and accurate:

A. The Owner is a validly existing political subdivision of the State of Florida.

B. The Owner has all requisite corporate or governmental power and authority to carry on its business as now conducted and to perform its obligations under the Contract Documents and each Contract Document contemplated hereunder, which it or will be a party.

C. The Contract Documents and each Contract Document contemplated hereby to which the Owner is or will be a party has been duly authorized by a necessary action on the part of, and has been or will be duly executed and delivered by, the Owner, and neither the execution and delivery thereof nor compliance with the terms and provisions thereof or hereof: (a) requires the approval and consent of any other person or party, except such as have been duly obtained or as are specifically noted herein; (b) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on the Owner; or (c) contravenes or results in any breach of, violation of, or result in the creation of any lien or encumbrance upon the Owner under any instrument, mortgage, deed of trust, bank loan, or credit agreement, the charter, ordinance, resolutions, or any other agreement or instrument to which the Owner is a party, specifically including any covenants of any bonds, notes, or other forms of indebtedness of the Owner outstanding on the date of the Contract Documents.

D. The Contract Documents and each document contemplated hereby to which the Owner is or will be a party constitutes, or when entered into will constitute, a legal, valid, and binding obligation of the Owner enforceable against the Owner in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws from time to time in effect which affect creditors' rights generally, and subject to usual equitable principles in the event that equitable remedies are involved.

E. There are no pending or, to the knowledge of the Owner, threatened actions or proceedings before any court or administrative agency against the Owner which question the validity of the Contract Documents or any document contemplated hereunder, or which are likely in any case or in the aggregate to materially adversely affect the consummation of the transactions contemplated hereunder or the financial or corporate condition of the Owner.

F. The Owner shall use due diligence to timely fulfill or cause to be fulfilled all of the conditions expressed in the Contract Documents which are within the control of the Owner or which are the responsibility of the Owner to fulfill.

G. During the pendency of the Work and while the obligations of the Owner under the Contract Documents shall be in effect, the Owner shall cause to occur and to continue

to be in effect and take such action as may be necessary to enforce those instruments, documents, certificates and events contemplated by the Contract Documents that are applicable to and the responsibility of the Owner.

H. The Owner shall assist and cooperate with the Contractor in accomplishing the construction of the Project in accordance with the Contract Documents and the Project Plans and Specifications, and will not knowingly violate any laws, ordinances, rules, regulations, orders, contracts, or agreements that are or will be applicable thereto or, to the extent permitted by law, enact or adopt any resolution, rule, regulation, or order, or approve or enter into any contract or agreement, including issuing any bonds, notes, or other forms of indebtedness, that will result in the Contract Documents or any part thereof, or any other instrument contemplated by and material to the timely and effective performance of a party's obligations hereunder, to be in violation thereof.

ARTICLE XIV TERMINATION AND SUSPENSION

14.1 Termination for Cause by Owner. This Agreement may be terminated by Owner upon written notice to the Contractor should Contractor fail substantially to perform a material obligation in accordance with the terms of the Contract Documents through no fault of the Owner. In the event Owner terminates for cause and it is later determined by a court of competent jurisdiction that such termination for cause was not justified, then in such event such termination for cause shall automatically be converted to a termination without cause pursuant to Section 14.2.

A. Nonperformance. If the Contractor fails to timely perform any of its obligations under the Contract Documents, including any obligation the Contractor assumes to perform Work with its own forces, or if it persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or fails without being excused, to maintain an established schedule (failure to maintain schedule shall be defined as any activity that falls thirty (30) days or more behind schedule which has been adopted by the Construction Team, or it fails to make prompt payment to Subcontractors for materials or labor, or disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of substantial violations of the Agreement the Owner may, after seven (7) days written notice, during which period the Contractor fails to perform such obligation, make good such deficiencies and perform such actions. The Contract Sum shall be reduced by the cost to the Owner of making good such deficiencies, and the Contractor's compensation shall be reduced by an amount required to manage the making good of such deficiencies. Provided, however, nothing contained herein shall limit or preclude Owner from pursuing additional damages from Contractor because of its breach.

B. Insolvency. If the Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed because its insolvency, then the Owner may, without prejudice to any other right or remedy, and after giving the Contractor and its surety, if any, fourteen (14) days written notice, and during which period the Contractor fails to cure the violation, terminate the Agreement. In such case, the Contractor shall

not be entitled to receive any further payment. Owner shall be entitled to recover all costs and damages arising because of failure of Contractor to perform as provided in the Contract Documents, as well as reasonable termination expenses, and costs and damages incurred by the Owner may be deducted from any payments left owing the Contractor.

C. Illegality. Owner may terminate the Agreement if Contractor disregards laws or regulations of any public body having jurisdiction.

D. Rights of Owner. The Owner may, after giving Contractor (and the Surety, if there is one) seven (7) days written notice, terminate the services of Contractor for cause; exclude Contractor from the Project Site and take possession of the Work and of all Contractor's tools, construction equipment and machinery at the Project Site and use the same to the full extent they could be used (without liability to Contractor for trespass or conversion); incorporate in the Work all materials and equipment stored at the Project Site or for which Owner has paid Contractor but which are stored elsewhere, and finish the Work as Owner may deem expedient. In such case, Contractor shall not be entitled to receive any further payment beyond an amount equal to the value of material and equipment not incorporated in the Work, but delivered and suitably stored, less the aggregate payments previously made. If the direct and indirect costs of completing the Work exceed the unpaid balance of the Contract Sum, Contractor shall pay the difference to Owner. Such costs incurred by Owner shall be verified by Owner in writing; but in finishing the Work, Owner shall not be required to obtain the lowest quote for the Work performed. Contractor's obligation to pay the difference between such costs and such unpaid balance shall survive termination of the Agreement. In such event and notwithstanding any other provisions of the Contract Documents to the contrary, Owner shall be entitled to bring a direct action in the Circuit Court to recover such costs.

14.2 Termination without cause by Owner. The Owner, through its County Administrator or designee, shall have the right to terminate the Agreement, in whole or in part, without cause upon (60) calendar days' written notice to the Contractor. In the event of such termination for convenience, the Owner shall compensate Contractor for payments due through the date of termination and subsequent payment to cover costs of Work performed through the date of termination, subject to the terms and conditions of Section 3.1. The Contractor shall not be entitled to any other further recovery against the Owner, including, but not limited to, anticipated costs or profit on Work not required to be performed, or consequential damages or costs resulting from such termination.

A. Release of Contractor. As a condition of Owner's termination rights provided for in this subsection, Contractor shall be released and discharged from all obligations arising by, through, or under the terms of the Contract Documents, and the Payment and Performance Bond shall be released. Owner shall assume and become responsible for the reasonable value of Work performed by Subcontractors prior to termination plus reasonable direct close-out costs, but in no event shall Subcontractors be entitled to unabsorbed overhead, anticipatory profits, or damages for early termination.

B. Waiver of Protest. Contractor hereby waives any right to protest the exercise by Owner of its rights under this Section that may apply under the Procurement Ordinance.

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

14.4 Termination Based Upon Abandonment, Casualty or Force Majeure. If, after the construction commencement date (i) Contractor abandons the Project (which for purposes of this paragraph shall mean the cessation of all construction and other activities relating to the Project, excluding those which are necessary to wind down or otherwise terminate all outstanding obligations with respect to the Project, and no recommencement of same within one hundred twenty (120) days following the date of cessation), or (ii) the Project is stopped for a period of thirty (30) consecutive days due to an instance of Force Majeure, the result of a casualty resulting in a loss that cannot be corrected or restored within one hundred twenty (120) days (excluding the time required to assess the damage and complete the steps contemplated under Section 12.2), the Owner shall have the right to terminate the Agreement and pay the Contractor its compensation earned or accrued to date.

14.5 Vacation of Project Site; Delivery of Documents. Upon termination by Owner pursuant to Section 14.2 or 14.4, Contractor shall withdraw its employees and its equipment, if any, from the Project Site on the effective date of the termination as specified in the notice of termination (which effective date shall not be less than two (2) working days after the date of delivery of the notice), regardless of any claim the Contractor may or may not have against the Owner. Upon termination, the Contractor shall deliver to the Owner all original papers, records, documents, drawings, models and other materials set forth and described in the Contract Documents.

14.6 Termination by the Contractor. If, through no act or fault of Contractor, the Work is suspended for a period of more than ninety (90) consecutive days by Owner or under an order of court or other public authority, or Owner fails to act on any Application for Payment or fails to pay Contractor any sum finally determined to be due; then Contractor may, upon fourteen (14) days written notice to Owner terminate the Agreement and recover from Owner payment for all Work executed, any expense sustained plus reasonable termination expenses. In lieu of terminating the Agreement, if Owner has failed to act on any Application for Payment or Owner has failed to make any payment as aforesaid, Contractor may upon fourteen (14) days written notice to Owner stop the Work until payment of all amounts then due.

Exhibit A
Title(s) of Drawings

SAMPLE

Exhibit B
Title(s) of Specifications

SAMPLE

Exhibit C
Affidavit of No Conflict

SAMPLE

Exhibit D
Contractor's Certificate(s) of Insurance

SAMPLE

Exhibit E
Contractor's Payment and Performance Bond

SAMPLE

Exhibit F
Standard Forms

SAMPLE

GUARANTEED MAXIMUM PRICE (GMP) ADDENDUM

to

AGREEMENT

for

CONSTRUCTION MANAGEMENT AT RISK SERVICES

THIS GUARANTEED MAXIMUM PRICE (GMP) ADDENDUM TO THE AGREEMENT FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES (“GMP Addendum”) is made and entered into this ____ day of ____, ____, by and between Manatee County, a political subdivision of the State of Florida, referred to herein as “Owner” and the firm of ____, incorporated in the State of ____ and registered and licensed to do business in the State of Florida, referred to herein as “Construction Manager”.

WHEREAS, Owner and Construction Manager entered into the Agreement for Construction Management at Risk Services (the “Agreement”) under which Construction Manager is providing the professional construction management services requisite to the implementation of the construction of the ____ (as further defined in the Agreement, the “Project”); and

WHEREAS, the Agreement provides that prior to commencement of the Construction Phase, Construction Manager and Owner must agree upon a Guaranteed Maximum Price (GMP) for the construction of the Project, to be established and memorialized in an addendum supplementing the Agreement; and

WHEREAS, the Project has been designed and permitted to a point sufficient that Construction Manager and Owner have agreed upon a GMP, as set forth herein.

NOW THEREFORE, Owner and Construction Manager, in consideration of the mutual covenants hereinafter set forth, and the mutual covenants set forth in the Agreement, the sufficiency of which is hereby acknowledged, agree as follows:

1. **Establishment of GMP.** Pursuant to Section 2.2 of the Agreement, the Owner and Construction Manager establish a GMP and Contract Time for the Work as set forth below. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Contract Documents and the General Conditions.

2. **GMP Contract Documents.** The Construction Manager’s GMP for the Work, including the estimated Cost of the Work (\$____) and the Construction Manager’s Fee (\$____), is a total of ____ dollars (\$____). This price is for the performance of the Work in accordance with the Contract Documents listed and attached to this Addendum and marked Exhibits A through J, as follows:

- (a) Exhibit A. Construction Manager’s GMP submittal, including Project Plans and Specifications, addenda and General, Supplementary and other Conditions of the Agreement on which the GMP is based, pages ____ through ____, dated ____;

- (b) Exhibit B. Allowance items, pages ____ through ____, dated ____;
- (c) Exhibit C. Assumptions and Clarifications made in preparing the GMP, pages ____ through ____, dated ____;
- (d) Exhibit D. Project Schedule, pages ____ through ____, dated ____;
- (e) Exhibit E. Alternate Prices, pages ____ through ____, dated ____; and
- (f) Exhibit F. Unit Prices, pages ____ through ____, dated ____;
- (g) Exhibit G. Affidavit of No Conflict;
- (h) Exhibit H. Certificate(s) of Insurance;
- (i) Exhibit I. Payment and Performance Bond;
- (j) Exhibit J. Standard Forms:
 - 1- Application for Payment
 - 2- Certificate of Substantial Completion
 - 3- Final Reconciliation/ Warranty Affidavit
 - 4- Change Order

Additional Contract Documents include the Agreement and attached General Conditions of the Construction Agreement, Addendum issued prior to execution of the Agreement, the Request for Proposal, the Construction Manager proposal, permits, notice of intent to award, Notice to Proceed, purchase order, written amendments, Change Order(s), Work Directive Change(s) and Field Directive(s). No other documents shall be considered Contract Documents.

3. Contract Time/Liquidated Damages. The Construction Manager shall achieve Substantial Completion of the Work within ____ (____) days of receipt of the Notice to Proceed. Time is of the essence in the Contract Documents and all obligations thereunder. If the Construction Manager fails to achieve Substantial Completion of the Work within the Contract Time and otherwise required by the Contract Documents (to include not only the entire Work but any portion of the Work for which a separate Substantial Completion Date is agreed on), the Owner shall be entitled to retain or recover from the Construction Manager, as liquidated damages and not as a penalty, the sum of \$____ per calendar day, commencing on 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 Construction Manager under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Construction Manager 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.

4. Effect of GMP. This Addendum shall constitute the GMP Addendum for purpose of satisfying the requirements of Article 5 of the Agreement, and shall supplement and amend the Agreement such that all references to the GMP shall be construed to refer to the GMP set forth herein, as such GMP may be adjusted pursuant to the terms of the Agreement. All terms of the Agreement, as supplemented hereby, shall remain in full force and effect.

[Signature Page to Follow]

SAMPLE

IN WITNESS WHEREOF, the parties hereto have caused this GMP Addendum to be duly executed by their authorized representatives:

[CONSTRUCTION MANAGER NAME]

By: _____

Printed Name: _____

Title: _____

Date: _____

MANATEE COUNTY, a political subdivision
of the State of Florida

By: _____

Printed Name: _____

Title: _____

Date: _____

SAMPLE