

IFBC NO. 20-R072970CD
ROBINSON PRESERVE EXPANSION
PHASE IIB RESTORATION
PROJECT NO. 608521
(926-40)
FEBRUARY 3, 2020

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



ADVERTISEMENT

**INVITATION FOR BID CONSTRUCTION, NO. 20-R072970CD
ROBINSON PRESERVE EXPANSION PHASE IIB RESTORATION**

Manatee County, a political subdivision of the State of Florida (hereinafter referred to as County), will receive sealed bids from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida, to provide Robinson Preserve Expansion Phase IIB Restoration, as specified in this Invitation for Bid Construction to include earthmoving, dredging, and associated soil stabilizations.

DATE, TIME AND PLACE DUE:

The Due Date and Time for submission of Bids in response to this IFBC is **March 5, 2020 at 3:00 P.M. ET.** Bids 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.

SOLICITATION INFORMATION CONFERENCE:

A non-mandatory Information Conference will be held at 10:00 AM on February 10, 2020 at the Manatee County Administration Building, 1112 Manatee Avenue West, Ste. 803, Bradenton, FL. Attendance to non-mandatory information conferences is not required, but is strongly encouraged.

DEADLINE FOR QUESTIONS AND CLARIFICATION REQUESTS:

The deadline to submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this Invitation for Bid Construction to the Manatee County Procurement Division is February 20, 2020. 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: Chris Daley, CPPO, CPPB, Procurement Manager
(941) 749-3048, Fax (941) 749-3034
Email: chris.daley@mymanatee.org
Manatee County Financial Management Department
Procurement Division

AUTHORIZED FOR RELEASE: _____

Table of Contents

Section A, Information to Bidders

Section B, Bid Forms to be completed and returned with Bid

- Appendix A, Minimum Qualifications
- Appendix B, Bidder's Questionnaire
- Appendix C, Environmental Crimes Certification
- Appendix D, Florida Trench Safety Act
- Appendix E, ePayables Application
- Appendix F, Scrutinized Company Certification
- Appendix G, Insurance Statement
- Appendix H, Acknowledgement of Addenda
- Appendix I, Affidavit of No Conflict
- Appendix J, Clean Air and Federal Water Pollution Control Acts
- Appendix K, Byrd Anti-Lobbying Amendment
- Appendix L, Minority/Women Owned Participation
- Appendix M, Bid Pricing Form

Section C, Bid Attachments

- Bid Attachment 1- Insurance and Bond Requirements
- Bid Attachment 2 - Specifications/ Measurement and Payment
- Bid Attachment 3 - Federal Requirements
- Bid Attachment 4 - FDEP and ACOE Permits
- Bid Attachment 5 - Plans/Drawings

Section D, Sample Construction Agreement with General Conditions of the Construction Agreement And Agreement Exhibits

SECTION A, INFORMATION FOR BIDDERS

To receive consideration, entities who submit a response to this Invitation for Bid (Bidders) must meet the minimum qualification requirements and comply with the following instructions. Bid responses (Bids) will be accepted from single business entities, joint ventures, partnerships or corporations.

A.01 BID DUE DATE

The Due Date and Time for submission of Bids in response to this Invitation for Bid (IFBC) is **March 5, 2020 at 3:00 P.M. ET.** Bids 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 prior to the Due Date and Time.

Bids received after the Due Date and Time will not be considered. It will be the sole responsibility of the Bidder to deliver its Bid to the Manatee County Procurement Division for receipt on or before the Due Date and Time. If a Bid is sent by U.S. Mail, courier or other delivery services, the Bidder will be responsible for its timely delivery to the Procurement Division. Bids 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 Bidder's request and expense.

A.02 SOLICITATION INFORMATION CONFERENCE:

A non-mandatory Information Conference will be held at 10:00 AM on February 10, 2020 at the Manatee County Administration Building, 1112 Manatee Avenue West, Ste. 803, Bradenton, FL. Attendance to non-mandatory information conferences is not required, but is strongly encouraged.

Attendance to mandatory information conferences and/or site visits are required to meet the minimum qualification requirements of the IFBC. Attendance to non-mandatory information conferences is not required, but is strongly encouraged.

A.03 PUBLIC OPENING OF BIDS

Bids will be opened immediately following the Due Date and Time at the Manatee County Administration Building, Suite 803 in the presence of County officials. Bidders or their representatives may attend the Bid opening.

Manatee County will make public at the opening the names of the business entities which submitted a Bid and the total bid price submitted. No review or analysis of the Bids will be conducted at the Bid opening.

A.04 SUBMISSION OF BIDS

The contents of the Bid sealed package must include:

- One (1) bound original clearly identifying Bidder and marked "ORIGINAL".
- Two (2) bound copies clearly identifying Bidder and marked "COPY" with all required information and identical to the original.
- One (1) electronic format copy clearly identifying Bidder.

Electronic format copy should be submitted on a Universal Serial Bus (USB) portable flash memory drive 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 Bid copies. Electronic copies must be searchable and contain an identical Bid to the original.

Submit the Bid package in a sealed container with the following information clearly marked on the outside of the package: IFBC No. 20-R072970CD, ROBINSON PRESERVE EXPANSION PHASE IIB RESTORATION, Bidder's name, and Bidder's address. Bids must be delivered to the Manatee County Procurement Division prior to the Due Date and Time at the following address:

Manatee County Procurement Division
1112 Manatee Ave. West, Ste. 803
Bradenton, FL 34205

A.05 DISTRIBUTION OF SOLICITATION DOCUMENTS

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

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 IFBC 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.06 EXAMINATION OF BID DOCUMENTS AND SITE(S)

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

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

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

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

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

A.07 ADDENDA

Any interpretations, corrections or changes to this IFBC will be made by addenda. 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 IFBC and each Bidder will be bound by such addenda. It is the responsibility of each Bidder to read and comprehend all addenda issued. Failure of any Bidder to acknowledge an issued addendum in its Bid will not relieve the Bidder from any obligation contained therein.

A.08 BID FORMS

Bids must include the forms provided in this IFBC. If needed, additional pages may be attached to a form. Bidders must fully complete and execute all Bid Forms. Bid Forms must be executed by an authorized official of the company who has the legal authority to bind the company.

A.09 BID EXPENSES

All costs incurred by Bidder in responding to this IFBC will be the sole responsibility of the Bidder.

A.10 QUESTION AND CLARIFICATION PERIOD

Each Bidder shall examine all IFBC 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 IFBC, including the sample Agreement, 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 bidders via an addendum to this IFBC.

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.11 FALSE OR MISLEADING STATEMENTS

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

A.12 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 Bidder 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 Bidder 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.13 LOBBYING

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

A.14 UNBALANCED BIDDING PROHIBITED

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

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

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

A.15 FRONT LOADING OF BID PRICING PROHIBITED

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

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

A.16 WITHDRAWAL OR REVISION OF BIDS

Bidders may withdraw Bids under the following circumstances:

- a. If Bidder discovers a mistake(s) prior to the Due Date and Time. Bidder may withdraw its Bid 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 Bids. A copy of the request shall be retained, and the unopened Bid returned to the Bidder; or
- b. After the Bids are opened but before a contract is signed, Bidder alleges a material mistake of fact if:
 - 1. The mistake is clearly evident in the solicitation document; or
 - 2. Bidder submits evidence which clearly and convincingly demonstrates that a mistake was made in the Bid. Request to withdraw a Bid must be in writing and approved by the Procurement Official.

A.17 IRREVOCABLE OFFER

Any Bid may be withdrawn up until the Due Date and Time. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of ninety (90) days to provide the goods or services set forth in this IFBC or until one or more of the Bids have been duly accepted by County, whichever occurs first.

A.18 RESERVED RIGHTS

County reserves the right to accept or reject any and/or all bids, to waive irregularities and minor technicalities, and to request resubmission. Also, County reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of County. Any sole response received by the first submission date may or may not be rejected by County depending on available competition and current needs of County. For all items combined, the bid of the lowest, responsive, responsible bidder will be accepted, unless all bids are rejected.

The lowest, responsible bidder shall mean that Bidder who makes the lowest Bid to sell goods and/or services of a quality which meets or exceeds the quality of goods and/or services set forth in the IFBC documents or otherwise required by County.

To be responsive, a Bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the IFBC.

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

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

A.19 APPLICABLE LAWS

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

A.20 COLLUSION

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

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

A.21 CODE OF ETHICS

With respect to this and any bid, if a Bidder 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 Bidder will be ineligible for award to perform the work described in this IFBC, and may be disqualified from submitting on any future quote or bid requests to supply goods or services to Manatee County. By submitting a bid, the Bidder represents to County that all statements made and materials submitted are truthful, with no relevant facts withheld.

A.22 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

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

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

To ensure compliance with the foregoing, the Code requires all persons or entities desiring to do business with 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 County. In the case of a business entity other than a partnership or a corporation, such affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, such affidavit shall be executed by the general partner(s). A Public Contracting and Environmental Crimes Certification form is attached herein for this purpose.

A.23 SCRUTINIZED COMPANIES

Florida Statutes § 287.135, as amended from time to time, may contain limitations on the part of a company to conduct business with the County. Submission of a response to this solicitation shall be subject to all procedural requirements contained within that statute including the submission of any required certification of eligibility to contract with the County. It shall be the responsibility of the company responding to this solicitation to concurrently review the current version of the statute and ensure it is compliant. To the extent a certification is required, it shall be provided on the form located at Appendix F *Vendor Certification Regarding Scrutinized Companies Lists*.

A.24 AGREEMENT

The successful Bidder will be required to execute the Agreement, a sample of which is attached hereto and made a part hereof. The County will transmit the Agreement to the successful Bidder for execution. The successful Bidder agrees to deliver the required number of duly executed copies of the Agreement, with any other required documents, to the County within ten calendar days of receipt.

A.25 LEGAL NAME

Bidders shall clearly indicate the full legal name, including any d/b/a, address, email address, and telephone number on the Bid Form. Bid Forms shall be signed above the typed or printed name and title of the signer. The signer must be an official of the organization and have the authority to bind the bidder to the submitted bid.

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

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

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

A.26 DISCOUNTS

All discounts must be incorporated in the prices contained in the bid and not shown separately. Unless otherwise specified in this IFBC, pricing must be all inclusive, including delivery costs. The prices indicated on the Pricing Form shall be the prices used in determining award.

A.27 TAXES

Manatee County is exempt from Federal Excise and State Sales Taxes. (F.E.T. Cert. No. 59-78-0089K; Florida Sales Tax Exempt Cert. No. 85-8012622206C-6). Therefore, the Bidder is prohibited from delineating a separate line item in its bid for any sales or service taxes.

The successful Bidder 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.28 QUALITY

Unless otherwise specifically provided in the IFBC documents, all goods provided shall be new, the latest make or model, of the best quality, of the highest grade of workmanship, and of the most suitable for the purpose intended.

Unless otherwise specifically provided in the IFBC documents, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

A.29 AUTHORIZED PRODUCT REPRESENTATION

Bidder, by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. Failure to do so may, in the County's sole discretion, be deemed a material breach of the resulting agreement and shall constitute grounds for County's immediate termination of the resulting agreement.

A.30 ROYALTIES AND PATENTS

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

A.31 AMERICANS WITH DISABILITIES ACT

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 bid 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.32 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 Bidders that it will affirmatively ensure minority business enterprises are afforded full opportunity to participate in response to this IFBC 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.33 MINORITY AND/OR DISADVANTAGED BUSINESS ENTERPRISES

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 https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd or by calling (850) 487-0915.

A.34 DELIVERY

Unless otherwise specified, all prices shall include all delivery cost (FOB Destination).

A.35 MATHEMATICAL ERRORS

1. Bid pricing forms without imbedded mathematical formulas: In the event of multiplication/extension error(s), the unit price shall prevail. In the event of addition error(s) the extension totals will prevail. In the event the dollar amount for contract contingency is omitted, it will be added to the total price of the Bid.
2. Bid pricing forms with imbedded mathematical formulas: Interactive bid pricing forms that contain mathematical formulas may be provided to automate lengthy and complex bid forms. In the event bid pricing forms with imbedded formulas are used and a multiplication/extension error(s) is discovered in the formula, the unit price entered by the Bidder shall prevail.
3. Bidder shall assume the responsibility and accuracy of the information input in the bid pricing form and therefore shall verify that the calculations are correct before submitting its Bid.
4. Regardless of the type of bid pricing form used, all Bids shall be reviewed mathematically by the County using these standards.

A.36 SUBCONTRACTORS

The successful bidder will obtain prior written approval from the County for any subcontractor(s) and the work each will perform. A subcontractor is defined as any entity performing work within the scope of the project who is not an employee of the successful Bidder.

Bidders subcontracting any portion of the work shall include a list of subcontractors along with their bid. The list shall include: name and address of subcontractor, type of work to be performed and the percent of the contract amount to be subcontracted.

A.37 E-Verify

Prior to the employment of any person under this contract, the successful Bidder 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 Bidder to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the successful Bidder 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 bid in response to this IFBC, the successful Bidder commits that all employees and subcontractors will undergo e-verification before placement on this contract.

The successful Bidder 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.38 DISCLOSURE

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

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

Based on the above, County will receive bids at the time and date stated and will make public at the opening the names of the business entities of all that submitted a bid.

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

Pursuant to Florida Statutes 119.0701, to the extent successful Bidder is performing services on behalf of the County, successful Bidder must:

- a. Keep and maintain public records required by public agency to perform the service.
- 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 Bidder 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 Bidder transfers all public records to the public agency upon completion of the contract, the successful Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the successful Bidder keeps and maintains public records upon completion of the contract, the successful Bidder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE SUCCESSFUL BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUCCESSFUL BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO ANY RESULTING CONTRACT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

Phone: (941) 742-5845

Email: debbie.scaccianoce@mymanatee.org

Mail: Manatee County BCC

Attn: Records Manager

1112 Manatee Ave W.

Bradenton, FL 34205.

A.39 LOCAL PREFERENCE

Local business is defined as a business legally authorized to engage in the sale of the goods and/or services, and which certifies within its Bid that for at least six (6) full months prior to the advertisement of this IFBC it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one full-time employee at that location.

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

1. Purchases or agreements which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions governing the funds prohibit the preference.
2. Any bid announcement which specifically provides that local preference, as set forth in this section, is suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the County Commission or County Administrator, or where such suspension is, in the opinion of the County Attorney, required by law.
3. For a competitive solicitation for construction services in which fifty percent (50%) or more of the cost will be paid from state.

4. To qualify for local preference under this section, **a local business must certify to County** by completing an **“Affidavit as to Local Business Form,”** which is available for download at www.mymanatee.org/vendor. Click on “Affidavit for Local Business” to access and print the form. Complete, notarize, and mail the notarized original to the following address: Manatee County Procurement Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.
5. It is the responsibility of the bidder to ensure accuracy of the Affidavit as to Local Business and notify County of any changes affecting same.

A.40 VENDOR REGISTRATION

Registering your business will provide Manatee County a sourcing opportunity to identify suppliers of needed goods and services and identify local businesses. To register as a supplier with the County go to www.mymanatee.org/vendor. For assistance with supplier registration, call the Procurement Division main number at (941) 749-3014. Office hours are Monday – Friday, 8:00 A.M. to 5:00 P.M., excluding County holidays.

A link to Vendor Registration is listed on the Procurement Division’s web page at <http://www.mymanatee.org/home/government/departments/financial-management/purchasing.html>. Click on “Register as a Vendor”, then “Vendor Registration Form”. Registration is not mandatory to submit a Bid.

A.41 ENVIRONMENTAL SUSTAINABILITY

All bidders are encouraged to use as many environmentally preferable "green" products, materials, as supplies, as possible to promote a safe and healthy environment. Environmentally preferable are products or services that have a reduced adverse effect on the environment.

Bidder shall acknowledge in its Bid if Bidder has an environmental sustainability initiative. In addition, Bidder shall submit with its Bid a brief summary of Bidder’s environmental sustainability initiative. This information will be used as a determining factor in the award decision when all other factors, including local preference, are otherwise equal.

A.42 ePAYABLES

Manatee County Board of County Commissioners and the Manatee County Clerk of the Circuit Court have partnered to offer the ePayables program, which allows payments to be made to vendors via credit cards.

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

If Bidder is interested in participating in this program, complete the ePayables Application attached herein and return the completed form via email to lori.bryan@manateeclerk.com.

A.43 BASIS OF AWARD

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

Award shall be to the lowest, responsive, responsible bidder(s) meeting specifications which includes delivery time requirements, qualification requirements, and having the lowest total offer for requirements listed on the Bid Form for the Work as set forth in this IFBC. Bid prices shall include costs for furnishing all labor, equipment and/or materials for the completion of the Work to the County's satisfaction, in accordance with and in the manner set forth and described in the IFBC documents and within the prescribed time.

Only one (1) completion schedule for 210 calendar days shall be submitted and considered.

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

Whenever two or more responsive, responsible bids which are equal with respect to price and all other evaluation factors are received, the bid from the local business shall be given preference in award.

Whenever two or more responsive, responsible bids which are equal with respect to price are received, and both or neither of these bids are from a local business, the award shall be determined by a chance drawing, coin toss, or similar tie-breaking method conducted by the Procurement Division and open to the public.

Bidder acknowledges that County has, or may hire, others to perform work similar to or the same as that which is within the scope of work of this IFBC. In the event that the successful Bidder cannot meet the delivery time or availability requirements of materials, the County, at its sole discretion can obtain the goods and services from other sources.

A.44 SCOPE OF WORK

The successful Bidder shall furnish and install all materials, equipment and labor which is reasonably inferable and necessary for the proper completion of the Work specified in this IFBC, whether specifically indicated in the IFBC or not.

The successful Bidder shall furnish all shop drawings, work drawings, labor, materials, equipment, tools, services and incidentals necessary to complete all Work required by these Specifications.

The successful Bidder shall perform the Work complete, in place and ready for continuous service and shall include any repairs, replacements, and / or restoration required as a result of damages caused prior to acceptance by the County.

The Robinson Preserve Expansion Phase IIB Restoration project is part of an ongoing habitat restoration and improvement effort being undertaken by Manatee County Government and other project partners at the Robinson Preserve site. This project will implement restoration activities primarily in the form of earthmoving, dredging, and associated soil stabilizations, necessary to create surface water connections between previously created basins and adjacent tidal waters. The project is part of the Connecting Coastal Waters (CCW) initiative NOAA is leading with partners to restore the extent, functionality, and resiliency of several Gulf Coast wetlands. The CCW projects seek to restore and enhance ecosystem resilience, sustainability, and natural defenses by reestablishing natural hydrology and connectivity between freshwater and marine habitats in priority areas across the Gulf Coast. The project is located on a 150-acre parcel known as the Robinson Expansion within the Robinson Preserve in Manatee County, FL.

A.45 COMPLETION OF WORK

The Work will be completed and ready for final inspection within the specified calendar days from the date the Contract Time commences to run. Completion time shall be based on 210 calendar days.

A.46 LIQUIDATED DAMAGES

If the successful Bidder fails to achieve substantial completion of the Work within the contract time and as otherwise required by the Agreement (to include not only the entire Work but any portion of the Work as set forth therein), the County shall be entitled to retain or recover from the successful Bidder, as liquidated damages and not as a penalty, the sum of \$1742.00 per calendar day, commencing upon the first day following expiration of the contract time and continuing until the actual date of substantial completion.

Such liquidated damages are hereby agreed to be a reasonable estimate of damages the County will incur because of delayed completion of the Work. The County may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due the successful bidder under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the successful bidder shall be payable to the County at the demand of the County, together with interest from the date of the demand at the maximum allowable rate.

A.47 CONTRACT CONTINGENCY WORK

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

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

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

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

A.48 LICENSES AND PERMITS

The successful Bidder 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 Bidder 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.49 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.50 ACCESSIBILITY

The County is committed to making its documents and information technologies accessible to individuals with disabilities by meeting the requirements of Section 504 of the Rehabilitation Act and best practices (w3C WCAG 2). **For assistance with accessibility regarding this solicitation, contact the Manatee County Procurement Division via email at purchasing@mymanatee.org or by phone at 941-748-4501 X3014.**

Successful Bidder shall ensure all its electronic information, documents, applications, reports, and deliverables required under this Agreement are in a format that meets the requirements of Section 504 of the Rehabilitation Act and best practices (w3C WCAG 2).

Where not fully compliant with these requirements and best practices, Successful Bidder shall provide clear points of contact for each document and information technology to direct users in how to obtain alternate formats. Further, successful Bidder shall develop accommodation strategies for those non-compliant resources and implement strategies to resolve the discrepancies.

A.51 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 Information Conference	February 10, 2020 at 10:00 AM
Question and Clarification Deadline	February 20, 2020
Final Addendum Posted	February 25, 2020
Bid Response Due Date and Time	March 5, 2020, 3:00 PM, ET
Due Diligence Review Completed	March 9, 2020
Projected Award	March 2020

NOTE: Any statements contained in the Scope of Work, Bid Summary, Construction Agreement, General Conditions of the Construction Agreement and/or Exhibits which vary from the information in Section A, Information for Bidders, shall have precedence over the Information for Bidders.

END OF SECTION A

SECTION B, BID FORMS

(To be completed and returned with Bid)

APPENDIX A, MINIMUM QUALIFICATIONS

APPENDIX A, MINIMUM QUALIFICATIONS

IFBC No. 20-R072970CD

Bidders must submit the information and documentation requested in this Attachment that confirms Bidder meets the following minimum qualification requirement(s):

1. Must have been registered with the State of Florida, Division of Corporations to do business in Florida for the past three years, since January 2017.

No documentation is required. The County will verify registration.

2. Bidder, or its representative(s), has made an inspection of the construction site for work specified in this IFBC on or after the date of advertisement of this IFBC and prior to the Due Date and Time.

Bidder must submit a statement on company letterhead and signed by an authorized official of Bidder that Bidder, or its representative(s), has made an inspection of the construction site, listing the date of the inspection and the individuals, by name, who conducted the inspection.

3. Must have possessed a General Contractor's license, issued by the Florida Department of Business and Professional Regulation for a period of at least three consecutive years since March 4, 2017. License must be current and valid through the Due Date for submission of bids for this IFBC.

Provide a copy of Bidder's General Contractor's license issued by the Florida Department of Business and Professional Regulation and documentation confirming Bidder has been licensed and/or certified for the period of March 4, 2017 through the date of submission of the Bid.

4. Bidder has provided ecological restoration construction services for at least three clients since March 4, 2017 in which each project included the following components: (i) earth moving and dredging; (ii) drainage structures, and (iii) soil stabilizations.

Provide the following information for the three qualifying clients.

- a) Name of client
- b) Location (City/State)
- c) Client contact name
- d) Contact phone
- e) Contact email
- f) Service dates (Start/End)

5. Bidder, on the day the bid is submitted, has a certified or registered Qualifying Agent, as required by Section 489.119, Florida Statutes, and that Qualifying Agent has been the same Qualifying Agent of Bidder for a period of at least three consecutive years, since March 4, 2017.

Submit a copy of Bidder's Qualifying Agent's registration or certification along with supporting documentation confirming Qualifying Agent has been the Qualifying Agent for Bidder for three years, since March 4, 2017.

6. Bidder is not on the Florida Department of Management Services Suspended, Debarred, Convicted Vendor Lists.

No documentation is required. The County will verify

7. If Bidder is submitting as a joint venture must file 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 Bidder is a joint venture, provide a copy of Bidder's approved filing with the Florida Department of Business and Professional Regulation. If Bidder is not a joint venture, provide a statement to that effect.

8. Bidder has no reported conflict of interests in relation to this IFBC.

Submit a fully completed copy of Appendix I. If applicable, on a separate page 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 Bidder's firm or any of its branches. If no conflicts of interests are present, Bidder must submit a statement to that effect.

APPENDIX B, BIDDER'S QUESTIONNAIRE

Bidder must fully complete and return this form with its Bid. Bidder warrants the truth and accuracy of all statements and answers herein contained. (Attach additional pages if necessary.)

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID

1. Contact Information:

FEIN #: _____
License #: _____
License Issued to: _____
Date License Issued (MM/DD/YR): _____
Company Name: _____
Physical Address: _____
City: _____ State of Incorporation: _____ Zip Code: _____
Phone Number: () _____ Fax Number: () _____
Email address: _____

2. Bidding as: an individual __; a partnership __; a corporation __; a joint venture __

3. If a partnership, list names and addresses of partners; if a corporation, list names of officers, directors, shareholders, and state of incorporation; if joint venture, list names and address of ventures' and the same if any venture are a corporation for each such corporation, partnership, or joint venture:

4. Bidder is authorized to do business in the State of Florida: Yes No

For how many years? _____

5. Your organization has been in business (under this firm's name) as a

Is this firm in bankruptcy? _____

6. Attach a list of projects where this specific type of Work was performed.

BIDDER: _____

7. Is this firm currently contemplating or in litigation? Provide summary details.

8. Have you ever been assessed liquidated damages under a contract during the past five (5) years? If so, state when, where (contact name, address and phone number) and why.

9. Have you ever failed to complete Work awarded to you? Or failed to complete projects within contract time? If so, state when, where (contact name, address, phone number) and why.

10. Have you ever been debarred or prohibited from providing a bid to a governmental entity? If yes, name the entity and describe the circumstances.

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

12. If any part of work will be subcontracted, list MBE/DBE/WBE/VETERAN to be utilized. Include the estimated dollar amount of the portion of Work each will perform.

BIDDER: _____

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

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

15. If applicable to the Work for this IFBC, Drilling Supervisor Qualifications: Contractor shall provide a boring specialist who shall remain on the project site during the entirety of the directional boring operation. This includes, but is not limited to, drilling fluid preparation, seaming, boring and pulling. The boring specialist shall have a minimum of five (5) years' experience in supervising directional bores of similar nature, diameter, materials and lengths. (Reference: Specification Section 02619, Horizontal Directional Drilling).
Provide the contact information for a minimum of three (3) projects wherein the boring specialist has performed this type of work, diameter, materials and lengths.

Boring specialist's name: _____

Boring specialist's years of experience in supervising directional bores _____

Provide contact name, and contact number for projects:

16. If applicable to the Work for this IFBC, Pipe Fusion Qualifications: All boring and fusing equipment shall be certified for operation. The Contractor responsible for thermal butt fusing pipe and fittings shall have manufacturer certification for performing such work or a minimum of five (5) years of experience performing this type of work.

Thermal butt fusing pipe and fittings contractor or subcontractor's name: _____

Attach a copy of contractor's/subcontractor's manufacturer certification to this Questionnaire

OR

Provide contractor's/subcontractor's years of experience in thermal butt fusing pipe and fittings _____

If manufacturer certification is not provided, include contact name, and contact number for projects that confirms five years of experience:

BIDDER: _____

17. If applicable to the Work for this IFB, Pipe Bursting Qualifications: The Contractor shall be certified by the manufacturer of the pipe bursting system that they are fully trained licensed installer of the manufacturer's pipe bursting system. Contractor shall provide a letter to the County documenting this

requirement. (Reference: Specification Section 02619A, Pipe Bursting (PB) of Existing Mains).

18. List the following regarding the surety which is providing the bond(s):

Surety's Name: _____

Address: _____

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

Agent's Name: _____

Address: _____

Phone: _____

Email: _____

19. Is Bidder a local business as defined in Section A.38, Local Preference?

Yes

No

If yes, by signing below Bidder certifies that for at least six months prior to the advertisement date of this IFB it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota counties with at least one full-time employee at that location.

BIDDER: _____

BY: _____

PRINTED NAME: _____

TITLE/DATE: _____

PHYSICAL ADDRESS OF QUALIFYING LOCAL LOCATION: _____

NAME OF QUALIFYING EMPLOYEE AT LOCAL LOCATION: _____

20. Confirm if Bidder has an environmental sustainability initiative as defined in Section A.41.

Yes No

If yes, submit a brief summary (2-3 paragraphs) of the environmental sustainability initiative.

BIDDER: _____

APPENDIX C, ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO ARTICLE V, MANATEE COUNTY PROCUREMENT CODE

Bidder must fully complete and return this form with its Bid. This form must be signed and sworn to in the presence of a notary public or other official authorized to administer oaths.

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

_____ [Print individual's name and title]

for _____ [Print name of entity submitting sworn statement]

whose business address is _____

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

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

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

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

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

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

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

Article, or using substantially the same management, ownership or principles as the ineligible entity.
(Continued)

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 Owner's Purchasing Official. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with Owner.

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

[Signature]

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____ by _____

Who is personally known / has produced _____ as 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.

APPENDIX D, FLORIDA TRENCH SAFETY ACT

Bidder must fully complete and return this form with its Bid. This form must be signed in the presence of a notary public or by an officer authorized to administer oaths.

1. This Sworn Statement is submitted with IFBC NO. 20-R072970CD
2. This Sworn Statement is submitted by _____ whose business address is _____ and, if applicable, its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____.
3. Name of individual signing this Sworn Statement is: _____
Whose relationship to the above entity is: _____.
4. The Trench Safety Standards that will be in effect during the construction of this project shall include, but are not limited to: Laws of Florida, Chapters 90-96, TRENCH SAFETY ACT, and OSHA RULES AND REGULATIONS 29 CFR 1926.650 Subpart P, effective October 1, 1990.
5. The undersigned assures that the entity will comply with the applicable Trench Safety Standards and agrees to indemnify and hold harmless the County and Engineer of Record, and any of their agents or employees from any claims arising from the failure to comply with said standard.

6. The undersigned has appropriated the following costs for compliance with the applicable standards:

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

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

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

(Authorized signature / Title)

SWORN to and subscribed before me this _____ day of _____, 20____.
(Impress official seal)

Notary Public, State of Florida: _____

My commission expires: _____



Angelina M. Colonnese

CLERK OF THE CIRCUIT COURT AND COMPTROLLER OF MANATEE COUNTY

1115 Manatee Avenue West, Bradenton, Florida 34205 - Phone (941) 749-1800 Fax (941) 741-4082, P.O. Box 25400, Bradenton, Florida 34206 - www.manateeclerk.com

Bidder must fully complete and return this form with its Bid.

APPENDIX E: ePAYABLES APPLICATION

Company name _____

Contact person _____

Phone number _____

Email Address _____

FINANCE USE ONLY

Open orders: YES or NO

PEID _____

CREATE DATE _____

CONFIRMED WITH

Name and phone number

IFAS _____

BANK _____

INITIALS _____

Return completed form to:

Via email to: lori.bryan@manateeclerk.com

Via fax to: (941) 741-4011

Via mail:

PO Box 1000

Bradenton, FL 34206

Revised: September 30, 2015

“Pride in Service with a Vision to the Future”

Clerk of the Circuit Court – Clerk of Board of County Commissioners – County Comptroller – Auditor and Recorder

APPENDIX F, Scrutinized Company Certification

This certification is required pursuant to Florida State Statute Section 287.135.

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.

Bidder must fully complete and return this form with its Bid.

Company _____ FID or EIN No. _____

Address _____

City _____ State _____ Zip _____

I, _____, as a representative of _____
certify and affirm that this company 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

APPENDIX G, INSURANCE STATEMENT

Bidder must fully complete and return this form with its Bid.

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

Bidder Name: _____ Date: _____

Signature
(Authorized
Official): _____

Printed Name/Title: _____

Insurance Agency: _____

Agent Name: _____ Agent Phone: _____

APPENDIX H, ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda:

Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:

Print or type Bidder's information below:

_____	_____
Name of Bidder	Telephone Number
_____	_____
Street Address	City/State/Zip

Email Address	
_____	_____
Print Name & Title of Authorized Officer	Signature of Authorized Official Date

APPENDIX I, AFFIDAVIT OF NO CONFLICT

COUNTY OF _____
STATE OF _____

BEFORE ME, the undersigned authority, this ____ day of _____, 20__ personally appeared, _____, a principal with full authority to bind _____ (hereinafter the "Affiant"), who being first duly sworn, deposes and says:

(a) is not currently engaged or will not become engaged in any obligations, undertakings or contracts that will require the Affiant to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and

(b) has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and

(c) has provided full disclosure of prior work history and qualifications that may be deemed to raise possible question of conflict(s).

Affiant makes this affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into an Agreement for ROBINSON PRESERVE EXPANSION PHASE IIB RESTORATION.

If applicable, on a separate page Bidder shall disclose the name of any officer, director or agent of Bidder who is also an employee of the County and the name of any County employee who owns, directly or indirectly, any interest in the Bidder's firm or any of its branches. If no conflicts of interest are present, submit a statement to that affect.

Signature

Print Name

SUBSCRIBED to and sworn before me this ____ day of _____, 20__.

[Notary Seal]

Notary Public

My commission expires: _____

Notary Signature

Print Name

Personally known OR produced identification. Type of identification produced _____.

APPENDIX J

CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACTS

IFBC No. 20-R072970CD, ROBINSON PRESERVE EXPANSION PHASE IIB RESTORATION

Bidder must fully complete and return this form with its Bid.

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33U.S.C. 1251–1387), as amended - If awarded, successful Bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251–1387). Successful Bidder shall report all violations of such Acts to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Acknowledged by:

Firm Name (print)

Signature

Date

Printed Name and Title

APPENDIX K

Byrd Anti-Lobbying Amendment

IFBC No. 20-R072970CD, ROBINSON PRESERVE EXPANSION PHASE IIB RESTORATION

Bidder must fully complete and return this form with its Bid.

By signing below, Bidder confirms that it has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352

Signature

Date

Printed Name and Title

Printed Firm Name

APPENDIX L

MINORITY/WOMEN-OWNED/LABOR SURPLUS FIRMS' PARTICIPATION

IFBC No. 20-R072970CD, ROBINSON PRESERVE EXPANSION PHASE IIB RESTORATION

Bidder must fully complete and return this form with its Bid.

Pursuant to C.F.R. 200.321 successful Bidder, agrees to take the affirmative steps listed in items 1 through 5 below:

1. Place qualified small and minority businesses and women-owned business enterprises on its solicitation lists;
2. Assure that small and minority businesses, and women-owned business enterprises are solicited whenever they are potential sources;
3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small, minority, and women-owned business enterprises;
4. Establish delivery schedules, where the requirement permits, which encourage participation by small, minority, and women-owned business enterprises;
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Company. _____

Address. _____

County. _____

State. _____

Zip. _____

Signature

Title

Printed Name

Date

APPENDIX M, BID PRICING FORM

IFBC NO. 20-R072970CD- ROBINSON PRESERVE EXPANSION PHASE IIB RESTORATION

Total Bid Price/Offer for Bid : \$_____ Complete. Based on a completion time of 210 calendar days.

We, the undersigned, hereby declare that we have carefully reviewed the IFB Documents in their entirety and with full knowledge and understanding of the Bid information and all its requirements, submit this Bid, which is complete in meeting each specification, term, and condition contained therein.

As Bidder, we understand that the IFB documents, including but not limited to, all specifications, terms, and conditions shall be made a part of any resulting Agreement between County and the successful Bidder. Failure by successful Bidder to comply with such specifications, terms and conditions shall result in Agreement default, whereupon, the defaulting successful Bidder shall be required to pay for all re-procurement costs, damages, and attorney fees as incurred by County, and agrees to forfeit its bid bond.

Authorized Signature(s): _____

**Name and Title of Above
Signer(s):** _____

Date: _____

BID FORM
(Submit in Duplicate)
ROBINSON PRESERVE EXPANSION PHASE IIB RESTORATION
Based on Completion Time of 210 Calendar days

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE (\$)	EXTENDED PRICE (\$)
1	MOBILIZATION	1	LS		
2	MISCELLANEOUS PERMITS AND BONDING	1	LS		
3.1	CONSTRUCTION SURVEYING AND STAKEOUT	1	LS		
3.2	RECORD DRAWINGS	1	LS		
4	EROSION, TURBIDITY CONTROL, AND MONITORING				
4.1	Staked Silt Fence	8,495	LF		
4.2	Floating Turbidity Barrier	2,385	LF		
4.3	Erosion and Turbidity Control Maintenance	1	LS		
4.4	Turbidity Monitoring	150	DAYS		
5	CLEARING AND GRUBBING				
5.1	Clearing and Grubbing	22.94	AC		
6	EXCAVATION, EMBANKMENT, AND STOCKPILE REMOVAL				
6.1	Excavation	39,305	BCY		
6.2	Dredge (Palma Sola Channel Dredge and Haul)	11,210	BCY		
6.3	Phase I Stockpiled Material (Load and Haul)	1,500	BCY		
6.4	Embankment (Haul, Place, and Compact)	42,000	CCY		
6.5	Shell Weirs 8" Thick LWS (3" min)	380	SY		
6.6	Shell on Channel Slopes 6" Thick LWS (3" min)	360	SY		

Bidder Name: _____

Authorized Signature: _____

BID FORM
(Submit in Duplicate)
ROBINSON PRESERVE EXPANSION PHASE IIB RESTORATION
Based on Completion Time of 210 Calendar days

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE (\$)	EXTENDED PRICE (\$)
6.7	Disposal of Unsuitable Material	500	TON		
7	FINISHED GRADING				
7.1	Pond/Channel/Swale/Embankment Areas	25.6	AC		
8	SOD AND SEED/MULCH				
8.1	Sod (Argentine Bahia)	12,414	SY		
8.2	Seed and Mulch (Argentine Bahia)	84,647	SY		
9	DRAINAGE STRUCTURES				
9.1	Type "C" Inlet	10	EA		
9.2	Type "C" Inlet Control Structure	1	EA		
9.3	8" PCP	352	LF		
9.4	12" PCP	90	LF		
9.5	18" PCP	350	LF		
9.6	18" RCP	36	LF		
9.7	24" PCP	240	LF		
9.8	18" Concrete Endwall & Waterman AF-41-6	3	EA		
9.9	24" Concrete Endwall & Waterman AF-41-6	2	EA		
9.10	23-3/4" USF 5645 Grate	1	EA		
9.11	Existing Culvert (PCP, CAP, DIP) Removal and Disposal	8	EA		

Bidder Name: _____

Authorized Signature: _____

BID FORM
(Submit in Duplicate)
ROBINSON PRESERVE EXPANSION PHASE IIB RESTORATION
Based on Completion Time of 210 Calendar days

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE (\$)	EXTENDED PRICE (\$)
9.12	Existing Culvert (RCP) Removal and Disposal	2	EA		
9.13	Twin 8" 4:1 MES	10	EA		
9.14	18" 4:1 MES (Includes Rip-Rap)	6	EA		
9.15	18" 4:1 MES w/ Grates (Includes Rip-Rap)	2	EA		
9.16	Rip-Rap and Fabric	53	SY		
10	MANGROVE MITIGATION PLANTING				
10.1	Mangrove Mitigation Planting	1	LS		
11	SEAGRASS MITIGATON TRANSPLANTING				
11.1	Seagrass Donor Area Designation and Permitting	1	LS		
11.2	Seagrass Transplanting	1	LS		
12	Bald Eagle Nest Monitoring				
12.1	Bald Eagle Nest Monitoring	1	LS		
TOTAL BASE BID - Based on Completion Time of 210 Calendar Days					
	<i>CONTRACT CONTINGENCY WORK (USED ONLY WITH COUNTY APPROVAL)</i>	10	%		
TOTAL OFFER FOR BID with Contract Contingency - Based on Completion Time of 210 Calendar Days					

Bidder Name: _____

Authorized Signature: _____

SECTION C, BID ATTACHMENTS

Bid Attachment 1, INSURANCE AND BOND REQUIREMENTS

The CONTRACTOR will not commence work under the resulting Agreement until all insurance coverages indicated by an “X” herein have been obtained. The CONTRACTOR shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy): Work under this Agreement cannot commence until all insurance coverages indicated herein have been obtained on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

Automobile Liability Insurance Required Limits

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:

- \$1,000,000 Combined Single Limit; OR
- \$ 500,000 Bodily Injury and \$500,000 Property Damage
- \$10,000 Personal Injury Protection (No Fault)
- \$500,000 Hired, Non-Owned Liability
- \$10,000 Medical Payments

This policy shall contain severability of interests’ provisions.

Commercial General Liability Insurance Required Limits (per Occurrence form only; claims-made form is not acceptable)

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:

- \$1,000,000 Single Limit Per Occurrence
- \$2,000,000 Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury Liability
- \$50,000 Fire Damage Liability
- \$10,000 Medical Expense, and
- \$1,000,000, Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

This policy shall contain severability of interests’ provisions.

Employer’s Liability Insurance

Coverage limits of not less than:

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

- Worker's Compensation Insurance**
- US Longshoremen & Harbor Workers Act**
- Jones Act Coverage**

Coverage limits of not less than:

- 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, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.

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. 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.

Aircraft Liability Insurance Required Limits

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:

- \$ Each Occurrence Property and Bodily Injury with no less than \$100,000 per passenger each occurrence or a 'smooth' limit.
- \$ General Aggregate.

Un-Manned Aircraft Liability Insurance (Drone)

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:

- \$ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage.
- \$ General Aggregate

Installation Floater Insurance

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:

- 100% of the completed value of such addition(s), building(s), or structure(s)

Professional Liability and/or Errors and Omissions (E&O) Liability Insurances

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:

- \$ 1,000,000 Bodily Injury and Property Damage Each Occurrence
- \$ 2,000,000 General Aggregate

Builder’s Risk Insurance

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:

- 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

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.

Cyber Liability Insurance

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:

- \$ 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

NOTE: Policy must not carry a self-insured retention/deductible greater than \$25,000.

Hazardous Materials Insurance (As Noted Below)

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.

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:

Pollution Liability

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

Asbestos Liability (If handling within scope of Contract)

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

Disposal

When applicable, CONTRACTOR shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate.
- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.

Hazardous Waste Transportation Insurance

CONTRACTOR 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.

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:

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, per accident.

Liquor Liability Insurance

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:

- \$1,000,000 Each Occurrence and Aggregate

Garage Keeper's Liability Insurance

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.

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:

- Property and asset coverage in the full replacement value of the lot or garage.

Bailee's Customer Liability Insurance

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.

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:

- Property and asset coverage in the full replacement value of the County asset(s) in the CONTRACTOR'S care, custody and control.

Hull and Watercraft Liability Insurance

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:

- \$ Each Occurrence
- \$ General Aggregate
- \$ Fire Damage Liability
- \$10,000 Medical Expense, and
- \$ Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

Other [Specify]

BOND REQUIREMENTS

Bid Bond

A Bid Bond in the amount of 5% 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. In lieu of the bond, the bidder may file an alternative form of security in the amount of 5_% 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. NOTE: A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer.

Payment and Performance Bond

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. NOTE: A construction project over \$200,000 requires a Payment and Performance Bond.

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 Bidder, his agents, representatives, and employees; products and completed operations of the successful Bidder; or automobiles owned, leased, hired or borrowed by the successful Bidder. 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 Bidder 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 Bidder'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 Bidder's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form.

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 Bidder 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 Bidder 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.
2. 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.

In addition, when requested in writing from the County, successful Bidder will provide the County with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

Manatee County, a Political Subdivision of the State of Florida
Attn: Risk Management Division
1112 Manatee Avenue West, Suite 969
Bradenton, FL 34205

3. The project's solicitation number and title shall be listed on each certificate.
 4. successful Bidder shall provide thirty (30) days written notice to the Risk Manager 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 Bidder agrees that should at any time successful Bidder fail to meet or maintain the required insurance coverage(s) as set forth herein, the County may terminate this contract.
 6. The successful Bidder 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 Bidder has sole responsibility for all insurance premiums and policy deductibles.
 8. It is the successful Bidder's responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. successful Bidder shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or successful Bidder 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 of 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 Bidder's deductible or self-insured retention and to require that it be reduced or eliminated.
- III. Successful Bidder 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 Bidder's obligation to provide and maintain the insurance coverage specified.
- IV. The enclosed Hold Harmless Agreement shall be signed by the successful Bidder and shall become a part of the contract.

- V.** Successful Bidder 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.

- VI.** No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

[Remainder of page intentionally left blank]

Bid Attachment 2, SPECIFICATIONS/ MEASUREMENT & PAYMENT

**BID ATTACHMENT 2
MEASUREMENT AND PAYMENT
ROBINSON PH IIB RESTORATION PROJECT**

D.1 SCOPE

This Section defines the items included in each Bid Item in the Bid Form section. Payment will be made based on the specified items included in the description in this section for each bid item.

D.1.1 MOBILIZATION

D.1.1.1 DESCRIPTION OF WORK

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

D.1.1.2 PAYMENT

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

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

D.1.2 MISCELLANEOUS PERMITS AND BONDING

D.1.2.1 DESCRIPTION OF WORK

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

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

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

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

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

D.1.2.2 PAYMENT

All work specified under this section shall be paid for under the Lump Sum Pay Item for MISCELLANEOUS PERMITS AND BONDING on the Bid Form.

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

D.1.3.1 DESCRIPTION OF WORK

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

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

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

Surveyor shall field establish and mark the boundary of the Mangrove Forest Mitigation Area and Seagrass Mitigation Area after completion of finished grading and prior to plant installation by Contractor.

Upon completion of finished grading and prior to initiation of seeding, sodding, and/or planting, the Contractor's Surveyor shall provide preliminary as-built project drawings and CAD file of the finished grade elevations of the constructed features to the Project Engineer and the County for review (to confirm adherence with the Construction Plans) and approval.

The Contractor's Surveyor shall also provide accurate, detailed, and complete signed and sealed record drawings (10 sets) and one CD containing CAD files of all record drawing sheets to the Project Engineer and the County. The record drawings shall be signed and sealed by a Florida registered Land Surveyor. The record drawings shall meet or exceed the requirements of the Florida Department of Environmental Protection (FDEP) and Manatee County.

D.1.3.2 PAYMENT

All work specified under this section shall be paid for under the Lump Sum / Unit Price Pay Items for CONSTRUCTION SURVEYING AND STAKEOUT (INCLUDING RECORD DRAWINGS) on the Bid Form at the indicated schedule:

- ITEM D.1.3.1.1 Construction Surveying and Stakeout
- ITEM D.1.3.1.2 Record Drawings

D.1.4

EROSION AND TURBIDITY CONTROL AND MONITORING

D.1.4.1 DESCRIPTION OF WORK

The work included under this Section consists of furnishing all necessary labor, equipment, tools, and materials associated with erosion and turbidity control and environmental, wildlife and turbidity monitoring and reporting needed throughout the construction of the project. Contractor shall be responsible for erection and maintenance of all required erosion and turbidity control devices best management practices (BMPs) in accordance with the Construction Plans prior to the start of construction. Contractor shall be responsible for preparation and implementation of and adherence to required construction turbidity monitoring plans and USACE Permit SAJ-2014-02406-CMW and FDEP ERP 41-0328524-007-EM, 41-0328524-006-EM, and 41-0328524-004-EI requirements.

Prior to the installation of the erosion control devices, the Contractor shall contact the Manatee County Building and Development Services Department - Environmental Planning Division to schedule and confirm the required inspections of the erosion control devices for the project.

Contractor shall install staked and/or floating barriers with weighted skirts that extend to within 1 foot of the bottom around all work areas that are in, or adjacent to, surface waters prior to initiation of any of the work authorized by this permit. The turbidity barriers shall remain in place and be maintained until the authorized work has been completed and all suspended and erodible materials have been stabilized. Contractor shall be responsible for complete removal of turbidity barriers upon final completion of the project. No portion of erosion control devices are to remain above or below ground.

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

D.1.4.2 PAYMENT

All work specified under this section shall be paid for under the Lump Sum / Unit Price Pay Items for EROSION AND TURBIDITY CONTROL on the Bid Form at the indicated schedule:

- ITEM D.1.4.1.1 Staked Silt Fence
- ITEM D.1.4.1.2 Floating/Staked Turbidity Barrier
- ITEM D.1.4.1.3 Erosion and Turbidity Control Maintenance

ITEM D.1.4.1.4 Turbidity Monitoring

D.1.5 CLEARING AND GRUBBING

D.1.5.1 DESCRIPTION OF WORK

The work included under this Section consists of clearing and grubbing within all areas that will be cut or filled to elevations above or below pre-construction grade at project completion.

All trees, brush, stumps, grass, roots, and other such protruding objects within the limit of construction shown on the Construction Plans shall be removed and properly disposed of by the Contractor to prepare the area for the proposed construction. All roots, stumps, or other such protruding objects shall be cut off and/or removed one-foot below the design finished grade of the excavated surface. Any rock larger than 3½" diameter, existing facilities or debris laying on the top of the existing surface or otherwise encountered during the clearing and grubbing shall be removed and properly disposed of off-site by the Contractor unless otherwise directed by the County Project Manager (or designee).

Contractor shall also be responsible for the plugging and abandoning all existing wells within the project limits in accordance with SWFWMD rules and requirements. Contractor shall cut off and remove all properly plugged and abandoned wells at least two feet below the design finished grade of the excavated or filled surface.

All work and travel should be within the limits of the project and/or within corridors designated by the County Project Manager (or designee).

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

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

D.1.5.2 PAYMENT

All work specified under this section shall be paid for under the Lump Sum / Unit Price Pay Items for CLEARING AND GRUBBING on the Bid Form at the indicated schedule:

ITEM D.1.5.1 Clearing and Grubbing

D.1.6 EXCAVATION, EMBANKMENT, AND STOCKPILE REMOVAL

D.1.6.1 DESCRIPTION OF WORK

Work specified in this Section consists of dredging of a section of the Palma Sola Channel into Palma Sola Bay, excavation and embankment required for trails, ponds, ditches, swales, berms, canals, sidewalks, site fill, building pads, retention areas, structure excavation, and other similar work described herein or shown on the plans. This section includes preparation of subgrades, construction of embankments, utilization or disposal of materials excavated, and compaction of excavated areas and embankments. All work shall conform to the proposed alignment, elevations, slopes, and cross sections shown on the plans. Contractor shall include any temporary dewatering (and required permitting if necessary) work necessary to complete the project.

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

Work in this Section includes the loading, hauling and placement of 1,500 cubic yards of excavated material from Phase I stockpiles to "Fill Area 2B4" as shown on the Construction Plans. Contractor shall be responsible for coordination with County and Project Engineer regarding quality of the stockpiled material, access, haul route, and tracking of volume of material removed from the stockpiles.

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

Excavation shall consist of excavation of all material necessary for construction of the project features according to the elevations, depths, dimensions, side slopes, and in the locations shown in the Construction Plans. Contractor shall be responsible for any investigation of sub-surface conditions and subsequent determination of the amount of rock, roots, irrigation piping, drain tile, drainage piping, and other materials to be incorporated into Contractor's cost. Rock blasting is strictly prohibited.

If the excavation requires the use of cofferdams, dewatering, sheeting, or bracing, all such work will be done in strict compliance with all permit requirements and any laws or ordinance that may apply to the work being performed. It shall be the responsibility of the Contractor to be familiar with any applicable regulations and to satisfy said regulations at the Contractor's own expense.

All excavated materials suitable for embankment shall be utilized in the embankment areas shown in the Construction Plans, hauled to an adjacent off-site stockpile site, or as otherwise specified in the Contract Documents. After the requirements for embankment and off-site stockpile sites have been satisfied, the surplus suitable excavated material shall be deposited in areas on-site as directed by the Project Engineer or County Project Manager (or designee).

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

Disposal of Unsuitable Materials: Material such as silt, clay, peat, muck, highly organic soils, rock larger than 3½” diameter, roots, irrigation piping, drain tile, drainage piping or other deleterious materials shall be classified as "unsuitable" unless otherwise specified or classified by the County. Unsuitable excavated material shall become the property of the Contractor to be properly disposed of offsite at a legally approved disposal facility. The Contractor shall provide weight tickets (or other form of documentation acceptable to County) of the amount of unsuitable material that is removed from the project site. The cost for removal, disposal, and furnishing the disposal area of unsuitable material shall be included in Item D.1.6.1.6 Disposal of Unsuitable Material and no additional compensation will be given. If a dispute arises over the classification of materials, the final determination shall be made by the County.

Embankments shall be constructed true to line and grades shown in the Construction Plans or ordered by the Project Engineer or County (or designee). Material used in embankments shall be obtained from on-site excavation and/or from off-site borrow sources secured by the Contractor as approved by the Project Engineer.

Subsequent to clearing and prior to placement of embankment material, the existing earth surface shall be compacted six feet beyond the building and pavement structure limits and in other areas shown in the Construction Plans. The existing surface shall be compacted at moisture content such that specific density requirements can be attained. Soil one foot below the compacted surface shall attain a density of 95 percent of the maximum theoretical density as determined by the Modified Proctor Density (ASTM-D-1557). Field density tests shall be conducted in accordance with ASTM D-1556, D-2167, D-2922, or D-2937 (latest revisions) by a certified laboratory or soils engineer approved by the County. The locations and number of the tests shall be verified by the Project Engineer.

Embankments shall be constructed of material containing no muck, stumps, roots, brush, vegetable matter, rubbish, or other material that will not compact into a suitable and enduring roadbed or similar foundation. Material designated as unsuitable in the soil borings or as classified as unsuitable by the County shall be removed from the embankment and disposed of off-site. Utilization of material in embankment construction shall be in accordance with Construction Plan details or as directed by the County.

The maximum sizes of rock which will be permitted in the completed embankment are as follows:

In top 12 inches	3½ inches
12 inches to 2 feet	6 inches
In the 2 feet depth below	Not to exceed the compacted thickness of the layer being placed.

When and where approved by the County, the Contractor may place larger rocks outside the 2 to 1 slope of any structure embankment. Where such rock is utilized in any embankment, enough fine material shall be deposited and compacted between individual rocks so as to complete fill any voids that may occur during the placement of such material. No rock shall be utilized in any building pad embankment areas.

Embankment Construction Requirements

Embankment material shall be placed in horizontal layers not to exceed 12 inches thickness measured loose. Each layer shall be leveled and compacted in accordance with Embankment Compaction Requirements. No fill material shall be placed where area is wet. Dewatering may be required prior to filling operation, either by pumping or well pointing. Water shall not be allowed to stand on or adjacent to fill areas that could saturate the material.

When embankments are constructed on a hill or slope, slope shall be "stepped" so as to permit the embankment to be placed in horizontal layers and compacted as stated above. Upon completion of the embankment steps on a slope, steps shall be dressed to conform to the specified slope.

For any embankments not covered above, construction methods shall be approved by the Project Engineer prior to placement.

Embankment Compaction Requirements

Materials shall be compacted at moisture content such that the specific density can be attained. If necessary, water shall be added to the material, or the moisture content shall be lowered by manipulating the material or allowing it to dry, as is appropriate. Each layer of material shall be compacted by the use of a smooth drum vibratory roller or other method approved by the Project Engineer. The top 12" of natural ground shall be compacted in accordance with the requirements listed below.

Field density tests shall be conducted in accordance with ASTM D-1556, D-2167, D-2922, or D-2937 (latest revisions) by a certified laboratory or soils engineer approved by the County according to the Compaction Requirements stated below:

Embankment Area	Density ¹ Below 3'	Density ¹ 0' to 3'	Testing Frequency/Lift
Building Pads ²	95%	98%	1 Ea/2000 SF, Minimum 2 Ea/Structure
Pavement Areas ³	95%	98%	1 Ea/500 SY
Retention Areas ⁴	95%	95%	1 Ea/500 SY
Other Areas	N/A	N/A	N/A

- 1 The percentage listed shall be the minimum acceptable amount of the maximum theoretical density as determined by the Modified Proctor Density (ASTM-D-1557).
- 2 Includes future building pads and lots.
- 3 Includes any permanent pavement structure such as curb and gutter, sidewalk, roadway, shoulder, driveway, or any other similar surface.
- 4 Includes shell trails, earth berms, water retention slopes, dikes, and other similar areas.

Contractor shall be responsible for scheduling of all soil testing. These soil testing costs shall be borne by the Contractor unless stated otherwise in the plans or specifications. In the event of a test failure all subsequent tests required to pass density shall be at the expense of the Contractor. The County may deduct this expense from the Contractor's payment or request payment directly from Contractor.

Also included in this Section are the supply, placement, and construction of the shell on channel slopes and shell weirs according to the depths, dimensions, elevations, and locations as specified in the Construction Plans.

All in water excavation shall be performed in accordance with USACE permit SAJ-2014-02406-CMW and FDEP ERP 41-0328524-007-EM, 41-0328524-006-EM, and 41-0328524-004-EI.

Contractor shall be responsible for the maintenance and repair of all access routes for the duration of the project. Contractor shall also be responsible for protection of the existing underground stormwater facilities within and directly adjacent to the project area from damage and shall repair or replace damaged facilities at no additional cost.

Unless otherwise stated in the Contract Documents, operating hours shall be 7:00 AM to 5:00 PM Monday through Friday.

D.1.6.2 PAYMENT

All work specified under this section shall be paid for under the Unit Price Pay Items for EXCAVATION, EMBANKMENT, AND STOCKPILE REMOVAL on the Bid Form at the indicated schedule:

- ITEM D.1.6.1.1 Excavation
- ITEM D.1.6.1.2 Dredge (Palma Sola Channel Dredge and Haul)
- ITEM D.1.6.1.3 Phase I Stockpiled Material (Load and haul)
- ITEM D.1.6.1.4 Embankment (Haul, Place, & Compact)
- ITEM D.1.6.1.5 Shell Weirs 8" Thick LWS (3" min)
- ITEM D.1.6.1.6 Shell on Channel Slopes 6" Thick LWS (3" min)
- ITEM D.1.6.1.7 Disposal of Unsuitable Material

D.1.7 FINISHED GRADING

D.1.7.1 DESCRIPTION OF WORK

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

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

In final shaping of the surface of earthwork (a.k.a. finished grade), a tolerance of 0.1 foot above or below the plan elevations and contours will be allowed. In final shaping of the surface of Palma Sola Channel, a tolerance of 0.3 foot above or below the plan elevations and contours will be allowed, after a reasonable settling period. Final grading will be field verified by County prior to any planting.

D.1.7.2 PAYMENT

All work specified under this section shall be paid for under the Unit Price Pay Items for FINISHED GRADING on the Bid Form at the indicated schedule:

- ITEM D.1.7.1.1 Pond/Channel/Swale/Embankment Areas

D.1.8 SOD AND SEED/MULCH

D.1.8.1 DESCRIPTION OF WORK

The work included under this Section consists of sodding and seeding/mulching upon completion of finish grading activities in conformity with the lines and grades as shown on the Construction Plans.

Argentine Bahia (*Paspalum notatum*) sod shall be used on areas to be sodded. Sod shall be free of Bermuda grass (*Cynodon* spp.), Smut grass (*Sporobolus indicus*), or any species identified on the 2017 Florida Exotic Pest Plant Council list of invasive plant species or it will be rejected. It shall be well matted with roots. The sod shall be taken up in commercial-size rectangles preferably 12 by 24 inches. The sod shall be sufficiently thick to secure a dense stand of live turf with a minimum thickness of two inches. The sod shall be live, fresh, and uninjured, at the time of planting. It shall have a soil mat of sufficient thickness adhering firmly to the roots to withstand necessary handling. It shall be planted within 48 hours after being cut and kept shaded and moist from the time it is cut until it is planted. The sod shall be firmly embedded by light tamping. No sod, which has been cut for more than 48 hours, may be used unless specifically authorized. A letter of certification from the turf supplier as to when the sod was cut shall be provided if requested. Immediately before sod is placed, fertilizer shall be applied evenly at the equivalent rate of approximately 10 pounds of 6-6-6 per 1,000 square feet and shall be cut into the soil with suitable equipment. After the sod has been placed, it shall be thoroughly watered with freshwater. Sodding includes maintaining sod until growth is established. All erosion, siltation and maintaining grades are the responsibility of the Contractor until the root system has adequately "survived" and taken "hold".

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

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

All seed shall meet the requirements of the Florida Department of Agriculture and Consumer Services (FDACS). Seed mixture shall be free of Bermuda grass (*Cynodon* spp.) or it will be rejected.

On steep slopes or other areas where machine-spreading may not be practicable, the spreading may be done by hand. Immediately after the fertilizer is spread, it shall be mixed with the soil to a depth of approximately four inches. While the soil is still loose and moist, the seed shall be scattered uniformly over the grassing area. When mulching, approximately two inches, loose thickness, of the mulch material shall be applied uniformly over the seeded area, and the mulch material cut into the soil uniformly to produce a loose mulched thickness of three to four inches. The mulching equipment shall be a type capable of cutting the specified materials uniformly into the soil and to the required depth. Care shall be exercised that the materials are not cut too deeply into the soil. Unless otherwise approved/directed by the County, the mulch material used shall be dry mulch and shall consist of oat or rye straw or peanut or Bahia grass hay. Only un-deteriorated mulch which can readily be cut into the soil shall be used. Immediately after completion of the seeding/mulching, the entire grassed/mulched area shall be rolled thoroughly. At least two trips over the entire area will be required. The Contractor shall be responsible for watering (salty or brackish water shall not be used) the seeded areas to provide optimum growth conditions for

the establishment of the grass. In no case shall the period of maintaining such moisture be less than two weeks following planting.

On steep slopes, where the use of a machine for the cutting-in process described above is not practicable, the construction operations shall be modified as follows:

- The fertilizer shall be applied uniformly, at the rate specified, and shall be raked in and thoroughly mixed with the soil to a depth of approximately two inches.
- The seeding operations shall follow the fertilizing.
- The mulch material, in lieu of being cut into the soil, may be anchored down. Anchoring shall be done by either of the following methods:
 - a. Placing a layer of soil, approximately two inches thick by nine inches wide, along the upper limits of the mulch, and spotting soil piles over the rest of the area at a maximum spacing of four feet.
 - b. spreading a biodegradable natural fiber string net over the mulch, using stakes driven flush with the top of the mulch, at six foot centers, and stringing parallel and perpendicular, with diagonals in both directions.

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

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

D.1.8.2 PAYMENT

All work under this section shall be paid for under the Unit Price Pay Items for SOD AND SEED/MULCH on the Bid Form at the indicated schedule:

- ITEM D.1.8.1.1 Sod (Argentine Bahia)
- ITEM D.1.8.1.2 Seed and Mulch (Argentine Bahia)

D.1.9 DRAINAGE STRUCTURES

D.1.9.1 DESCRIPTION OF WORK

The work included in this section shall consist of the removal and proper disposal of existing drainage culverts and furnishing all labor, materials, and testing necessary to complete the installation of the storm drainage system with all the component parts specified in the Contract Documents and Construction Plans. Included are storm sewers, pipe culverts, manholes, crossing boxes, inlets, catch basins, pipe end treatments, restoration, and other similar items defined in this section.

Where supplementary specifications or standards such as ASTM, AWWA, AASHTO, etc., are referenced, such references shall be the latest edition. All references to "FDOTSPEC" shall mean the latest edition of the "Florida Department of Transportation Standard Specifications for Road and Bridge Construction". All references to "FDOT INDEX BOOK" shall mean the latest edition of the "FDOT Roadway and Traffic Design Standards".

Contractor shall be responsible for determining the subsurface conditions in areas where excavation can be anticipated. The type of soil, depth and thickness of rock and unsuitable materials, ground water table, and other factors that affect cost shall be evaluated prior to submitting a bid. The method used to determine subsurface conditions shall be the responsibility of the Contractor. Soil borings (if provided) only supply information in the exact location of each boring; therefore, on site exploration of the subsurface is the Contractor's responsibility. All on site exploration shall be scheduled with the County and coordinated with jurisdictional agencies and utility companies.

With the exception of sheeted excavations for deep pipe installations, wet wells or other poured in place construction activity, all excavations or trenches shall be backfilled immediately after the work is completed. The Contractor shall plan the daily construction activity whereby trenches are backfilled and compacted in accordance with the accompanying specifications at the end of each work day. Should it be necessary for reasons other than standard construction procedures to leave an excavation open the Contractor shall isolate and protect the workers and the general public from the entire excavation by barricades, fences, signs, lights, or other devices required by the contract documents and/or local agency codes.

Contractor shall comply with the applicable trench safety standards specifically set forth in Florida's Trench Safety Act.

Pavement, sidewalk, driveway, curb and gutter, and other structures shall be protected from damage during excavation wherever possible and as directed in the Contract Documents.

D.1.9.2 PRODUCTS

Corrugated Polyethylene Pipe (PCP)

Corrugated polyethylene pipe shall meet the requirements of AASHTO M294 specification except size range shall be expanded through 36-inch diameter. Minimum pipe values shall be as follows:

Diameter	Interior	Pipe Stiffness	N Factor
12"	Smooth	45 psi	.12
15"	Smooth	42 psi	.12
18"	Smooth	40 psi	.12
24"	Smooth	34 psi	.12
30"	Smooth	28 psi	.12
36"	Smooth	22 psi	.12

Polyvinyl Chloride Pipe (PVC)

PVC 4-inch through 10-inch diameter shall be Schedule 40 and shall meet the requirements of ASTM D-3034, SDR-35 or ASTM F-949. Pipe bell shall be monolithic and integral to pipe barrel. PVC pipe shall be coupled in strict accordance with the printed instruction of the pipe manufacturer.

Reinforced Concrete Pipe (RCP)

Reinforced concrete pipe materials shall conform to Section 941, Florida Department of Transportation Standard Specifications for Road and Bridge Construction (FDOTSPEC).

Reinforced Concrete Pipe (Round) - Unless otherwise specified, reinforced concrete pipe shall meet the requirements of ASTM Designation C 76, "Standard Specification for Reinforced Concrete Pipe", Class III, Wall Thickness B. Lifting holes will not be permitted in pipe. Contractor shall only use pipe joint lubricants supplied by or

recommended by pipe manufacturer. Lubricant shall be water-soluble, non-toxic, and inhibitor to bacterial growth, and shall be non-detrimental to the elastomeric seal and pipe. Mineral oil, petroleum jelly, hydrogenated vegetable fat (i.e. Crisco®, cooking oil, grease, etc.) shall not be used. Joints for round reinforced concrete pipe shall be made by use of "O-Ring", round synthetic rubber gaskets meeting the requirements of Sections 430-7 and 942-1, FDOTSPEC. An 18-inch wide Mirafi wrap shall be centered on each joint.

Mortar, Brick, and Reinforcing Bars

Mortars used for constructing and plastering manholes, catch basins, drop inlets and junction boxes shall meet the requirements of ASTM Specification Serial Designation C 270. Contractor shall use either Portland cement-hydrated lime mixture cement or a Portland cement mixture with masonry cement added for improved workability. However, the same materials must be used throughout the project. Mortar materials shall be proportioned by volume and shall be as follows:

- One (1) part Type I Portland Cement - ASTM C-150
- Three (3) parts Aggregate (sand) - ASTM C-144
- Addition of masonry cement, ASTM C-91 will be permitted to improve workability of mortar.

Brick used in construction of manholes, catch basins, drop inlets and junction boxes shall be Portland cement concrete meeting the requirements of ASTM Serial Designation C-55, Grade P II.

All bars shall be deformed Reinforcing Steel and shall meet the requirements of Specifications for Billet-Steel Bars for Concrete Reinforcement (ASTM A-15), and to Specifications for Deformation on Deformed Steel Bars (ASTM A-305) for concrete reinforcement. All bars shall be lapped and placed in accordance with ACI Requirements and Specifications.

Structures

Structures shall be precast or cast in place. Work specified in this section shall consist of furnishing all concrete, reinforcing steel, ties, forms, labor, materials, and placing of all embedded pipe sleeves, fixtures, joist anchors, etc., necessary to complete the work shown on the plans and specified herein, all in accordance with the Southern Building Code and the American Concrete Institute Building Code Requirements for Reinforced Concrete (ACI 318). All concrete shall develop 3,000 psi compressive strength in 28 days. Coarse aggregate shall be no smaller than 1/2-inch in diameter.

Iron Castings

Frames, covers and gratings shall be of the type and duty shown on the Construction Plans. Iron castings shall conform to ASTM A-48, Class 30, gray cast iron. All castings shall be true to pattern in form and dimension, free from faults or other defects. Bearing surfaces between cast frames, cover and grates shall be machine fitted together and match-marked to prevent rocking. All covers shall have a concealed type pick-hole (non-penetrating), and shall have the words "storm sewer" cast thereon.

Flap Gates

Flap gates shall be Waterman AF-41 Aluminum Drainage (Flap) Gates (or approved equivalent) for use with HDPE. Flap gates shall be installed in accordance with the manufacturer's installation manual.

Rip-rap

The rip-rap shall consist of broken rock or stone locally available. The material shall be of sufficient hardness so as not to break or crumble while loading or placing, similar to

the cap rock stratum found in southwest Florida. The pieces shall be roughly angular and shall be reasonably free from thin, flat, or elongated pieces. Recycled concrete is not acceptable.

Filter fabric shall be placed on the prepared surface prior to placement of rip-rap. The fabric shall be Mirifi 700X or as approved by County's representative and it shall be overlapped three feet at any seam or break in fabric.

Bedding and Backfill Materials

Crushed stone bedding material: Crushed, washed, and graded in accordance with ASTM C 33, gradation 67.

Sand bedding material: Clean sand, free of clay, silt, debris, roots, vegetation, or rock larger than one-half inch in diameter.

Shell bedding material: Clean 3/8 inch washed shell material.

Select fill: Materials excavated from the limits of construction or imported that conform to AASHTO Standard M 145, Groups A 1, and A 3 and free of rocks or gravel, clay, silt, debris, roots, and vegetation.

Common fill: Material that conforms to AASHTO Standard M 145, Groups A 1, A 2, or A 3, free of rocks or gravel, clay, silt, debris, roots, and vegetation.

D.1.9.3 EXECUTION

Pipe and structures shall be constructed at the location and elevations specified on the plans and in accordance with the details specified in the Contract Documents.

Contractor shall investigate existing conditions and identify line and grade stakes as applicable. Arrange for placement of materials required to minimize the duration of open trenches or excavated areas.

Contractor shall install well points or other approved methods of dewatering as required so that the discharged water complies with all pertinent ordinances, codes, permits, or requirements of the Contract Documents.

Contractor shall implement traffic control and protective devices as may be applicable.

For pipe lines placed above the natural ground, embankment shall be placed and compacted to an elevation of at least two feet above the top of the pipe and to a width equal to four pipe diameters prior to trench excavation. The minimum side slopes shall be six feet (horizontal) to one foot (vertical).

Prior to trench excavation, the existing surface that will be disturbed by the excavation operation shall be cleared and grubbed. The limits of clearing and grubbing for this section shall be as shown on the plans or as otherwise specified in the Contract Documents. Where the clearing limits are not shown, or stated, the limits of clearing and grubbing shall be the smallest area that will facilitate the construction of work specified.

Trenches for pipe construction shall be excavated to a width that will provide enough working space next to the pipe and facilitate proper compaction of backfill material around the haunches of the pipe. All such trench excavation shall comply with the manufacturer's recommendations for the type of pipe used.

Excavations for structures such as manholes, inlets, pump stations, etc. shall be large enough to provide adequate working room. A minimum distance of two feet shall be provided between the outside edge of the structures and the side or wall of the excavation to allow for proper backfilling and compaction.

All trenches shall be excavated by open cut unless otherwise indicated in the Contract Documents.

The length of the open cut trench that is excavated ahead of the pipe laying operation shall not exceed half of the normal daily production length. The excavation and pipe laying operation shall be coordinated so that all pipe laid in one day is fully backfilled except for the last length of pipe in an unfinished run between structures.

Where rock is encountered during the performance of work specified in this section, the rock shall be removed.

Where materials unsuitable for backfilling are encountered during trench excavation, these materials shall be separated from the suitable materials and disposed of off-site or utilized on site in embankment areas as authorized by the County (or designee).

Where unsuitable material including rock larger than six inches is excavated and hauled off-site, replacement material shall be acquired from on-site excavation as provided by the Contract Documents or as authorized by the County (or designee). Where replacement material is not available from the site, the Contractor shall furnish fill material from an off-site borrow source. Only materials that conform to Select fill or Common fill of this section may be used for backfilling operations unless otherwise specified in the Contract Documents or authorized in writing by the County (or designee).

Where rock is encountered at the bottom of the trench, the trench shall be undercut to a depth of at least six inches below the bottom of the pipe to allow for a bedding cushion above the rock.

Where muck, roots or other organic materials are encountered at the bottom of the trench, the trench shall be undercut to remove the unsuitable material to the satisfaction of the County (or designee).

The Contractor shall dewater the excavation operation as required to provide a dry trench bottom. Prior to beginning work Contractor shall prepare their dewatering plan and obtain all necessary permits.

Where the exposed material at the bottom of the trench meets the requirements of Crushed stone bedding material, Sand bedding material, or clean 3/8 inch washed shell material of this section, the existing material may be used as bedding, provided it is compacted.

Where the bottom of the trench has been undercut to remove rock or unsuitable material, the bottom shall be brought up to grade by placing and compacting bedding materials conforming to the requirements of Crushed stone bedding material, Sand bedding material, or Clean 3/8 inch washed shell material of this section.

In exceptionally wet conditions, the Contractor may request permission from the County's representative to lay the pipe in water. If that request is authorized, the Contractor shall undercut the existing bottom a minimum of six inches and replace with "bedding material" conforming to Crushed stone bedding material or clean 3/8 inch washed shell material of this section. This bedding material shall be tamped and

consolidated to provide a solid and unyielding base for the pipe. During this operation, the Contractor shall continue the dewatering process to facilitate adequate installation of the pipe or structure and to permit observation of the process by the County's representative. The additional undercut excavation, crushed stone or clean washed shell bedding, and other associated costs shall be at the Contractor's expense and no extra compensation will be allowed.

Backfilling of pipe trenches shall be done in three stages as follows:

First Stage: Material above the bedding and beneath the haunches compacted in six-inch layers.

Second Stage: Material along the sides of the pipe up to at least one foot above the top of the pipe compacted in six-inch layers.

Third Stage: Material above the second stage up to the bottom of the subgrade or the finished surface as applicable compacted in 12-inch layers.

Backfilling of structures shall be done in 12- inch compacted layers up to the top of the completed or partially completed structure. Materials used for backfilling shall comply with the requirements of Select fill and Common fill of this section or as otherwise authorized in writing by the County (or designee). For backfilling of pipe, "Select Fill" shall be used for the first and second stages. "Common Fill" shall be used for the third stage of pipe backfill and for backfilling structures.

The compaction requirements for backfilling pipe trenches and around structures are listed below under the following categories. These requirements are the minimum percentages of the maximum density determined by the "Modified Proctor Density" (ASTM D 1557).

- Under and adjacent (within ten feet) to pavement shall be 95 percent except within three feet of bottom of subbase grade it shall be 98 percent.
- Not under pavement: Any area outside the 10 feet referred to above shall be 95% for all stages.
- Under and adjacent (within ten feet) to structures shall be 95 percent except within three feet of finished grade it shall be 98 percent.

The Contractor shall add water or dry out the material used for backfilling until the moisture content is within two percent of the optimum moisture required to achieve the maximum compaction.

A density test shall be taken for each 300-lineal foot section of trench or part thereof for each layer.

A density test shall be taken for every other layer for each structure.

Pipe and accessories shall be loaded and unloaded by lifting with hoists or skidding in a manner that will avoid shock or damage. Under no circumstances shall such materials be dropped. Pipe handled on skidways shall not be skidded or rolled against pipe already on the ground. In distributing material at the site of the work, each piece shall be off loaded near the place where it is to be laid in the trench.

Laying of pipe in finished trenches shall be commenced at the lowest point, and shall progress up-grade. All pipe shall be carefully laid, true to the lines and grades given,

with hubs upgrade and tongue end fully entered into the hub. When pipe with quadrant reinforcement or circular pipe with elliptical reinforcement is used, pipe shall be installed in a position such that manufacturer's marks designating "top" and "bottom" of the pipe shall not be more than five degrees from the vertical plane through the longitudinal axis of the pipe. Any pipe that is not in true alignment or which shows any settlement after laying shall be taken up and re-laid without additional compensation. Pipe and joints shall be kept clean at all times.

In general, corrugated metal pipe shall be installed in accordance with the Handbook for Steel Drainage and Highway Construction Products, published by the American Iron and Steel Institute. In general, concrete pipe shall be installed in accordance with the Concrete Pipe Installation Manual, published by the American Concrete Pipe Association.

Corrugated polyethylene pipe shall be joined by split corrugated couplings at least seven corrugations wide and exceeding soil tightness requirements of the AASHTO Standard Specifications for Highway Bridges Section 23 (2.23.2). Unless otherwise specified by the Engineer, a mastic type gasket shall be utilized. Corrugated polyethylene pipe shall be installed in accordance with ASTM 2321 specifications.

Where the plans and specifications call for sand cement construction, bags shall be made of burlap. Paper bags will not be permitted.

Pipe End Treatments

Where storm drains connect to a pond, location of the headwall or end section shown on the Construction Plans shall be adjusted to fit the slope of the pond bank. Length of pipe at each end treatment shall be adjusted accordingly, and the quantity of pipe paid for shall be the actual length installed.

If mitered ends are called for on the plans, mitered end section shall be constructed so that the top of the pipe end will match and intersect the designed slope of the pond bank, and the concrete collar slope shall conform to the mitered end detail.

Contractor shall coordinate the location and installation of the headwall or mitered end section to be constructed at the pond bank. All "field adjustments" to end treatment location or elevation shall be approved by the Project Engineer prior to construction.

Placing of Concrete for Structures

Concrete shall be deposited in clean wet form as nearly as practicable in its final position to avoid segregation. Concrete placing shall be carried on at such a rate that the concrete is, at all times, plastic and flows readily into the spaces between the bars. Concreting shall be a continuous operation until the panel or section is completed. Walls and slabs shall be poured monolithically unless shown otherwise on the plans. All structural concrete shall be mechanically vibrated.

No concrete shall be allowed a free fall of more than four feet or allowed to strike against a vertical or inclined surface or reinforcement above point of deposit. Placing by means of pumping may be allowed, contingent upon the adequacy of the equipment for this particular work. The operation of the pump shall be such that a continuous stream of concrete without air pockets is produced.

Placing of concrete shall be regulated so the pressure caused by wet concrete shall not exceed that used in the design of the forms. After the concrete has taken its initial set, care shall be exercised to avoid jarring the forms or placing any strain on the ends of projecting reinforcement.

Joints between the junction box and manhole walls and incoming and outgoing pipes shall be sealed with Portland Cement Mortar to form a watertight joint. All pipes in manholes or catch basins shall be sawed off flush with the inside face of the structure and sawed ends of these pipes shall be grouted with Portland Cement Mortar to a smooth uniform covering with no steel exposed.

Final Inspection of Storm Water System

Each storm sewer, upon completion, or at such time as the Project Engineer may direct, is to be cleaned and inspected. All repairs or alterations shown necessary by these inspections shall be made; all broken or cracked pipe removed; all excessive infiltration or exfiltration corrected; all deposits in pipe and catch basins removed; and the storm sewer left clean, true to line and grade and ready for use. Each section of pipe from catch basin to catch basin is to show a full circle of light from either end. Each catch basin shall be to the specified form and size, to the proper depth and watertight.

Adjusting Existing Structures

Existing manholes, catch basins, inlets, conflict boxes, monument boxes, etc., within the limits of the proposed work, that do not conform to the finished grade of the proposed pavement, or to the finished grade designated on the Construction Plans for such structures, shall be cut down or extended, and made to conform to the grade of the new pavement, or to the designated grade of the structure if outside of the proposed pavement area. The materials and construction methods for this work shall conform to the requirements specified above.

Restoration

Existing surfaces or property improvements damaged during the construction of work specified in this section shall be restored to finished grade and condition as per the Construction Plans.

D.1.9.4 PAYMENT

All work specified under this section shall be paid for under the Unit Price Pay Items under the DRAINAGE STRUCTURES section of the Bid Form at the indicated schedule:

ITEM D.1.9.1.1	Type "C" Inlet
ITEM D.1.9.1.2	Type "C" Inlet Control Structure w/ Skimmer
ITEM D.1.9.1.3	8" PCP
ITEM D.1.9.1.4	12" PCP
ITEM D.1.9.1.5	18" PCP
ITEM D.1.9.1.6	18" RCP
ITEM D.1.9.1.7	24" PCP
ITEM D.1.9.1.8	18" Concrete Endwall & Waterman AF-41-6
ITEM D.1.9.1.9	24" Concrete Endwall & Waterman AF-41-6
ITEM D.1.9.1.10	23-3/4" USF 5645 Grate
ITEM D.1.9.1.11	Existing Culvert (PCP, CAP, DIP) Removal and Disposable
ITEM D.1.9.1.12	Existing Culvert (RCP) Removal and Disposal
ITEM D.1.9.1.13	Twin 8" 4:1 MES
ITEM D.1.9.1.14	18" 4:1 MES (includes rip-rap)
ITEM D.1.9.1.15	18" 4:1 MES w/ Grates (includes rip-rap)
ITEM D1.9.1.16	Rip-rap and Fabric

D.1.10 MANGROVE MITIGATION PLANTING

D.1.10.1 DESCRIPTION OF WORK

The work included in this Section shall consist of the preparation of the planting areas, supply of plant materials, and installation of plant materials within the 1.1 acre Mangrove Forest Mitigation Area shown on the Construction Plan.

D.1.10.2 PRODUCTS – NURSERY PROVIDED MATERIALS

Contractor shall obtain all plant materials in the required quantities and sizes as depicted on Planting Schedule in the Construction Plans. All plants must originate from local seed sources. Red mangrove propagules shall be legally collected and Contractor shall obtain and provide to the County all necessary approvals/permits for collection. Propagules must be freshly collected and viable at installation. Black mangrove seedlings shall be grown in minimum 2" diameter, 5" depth tree tubes. Black mangrove seedlings must have healthy leaves and be a minimum of 10" tall at the time of installation. Black mangrove seedlings shall be appropriately adjusted to saline conditions prior to transport to the project site.

Contractor shall provide documentation showing the source nursery of each plant species, verification of sizes and availability corresponding to project timeline, and proof that plant material has been secured (letter/receipt from nursery) within two weeks of notice to proceed. The Contractor shall make all prior arrangements necessary to secure planting materials and ensure that the specified size/plant maturity of plants coincides with the scheduled planting event.

Plant specifications, including supplier, shall be provided to County prior to delivery. Contractor must provide the County or County's designee the opportunity to inspect the plant materials following delivery and prior to installation. Plants exhibiting poor growth characteristics or stress will not be accepted.

D.1.10.3 EXECUTION – PLANTING AREA PREPARATION AND PLANT INSTALLATION

Planting area preparations, consisting of two (2) pre-planting herbicide treatments, should be scheduled accordingly to allow for one (1) pre-planting herbicide treatment event conducted at least one (1) week following approval of final grading and one (1) pre-planting herbicide treatment conducted one (1) week prior to plant installation and at least two (2) weeks following the first herbicide treatment. Herbicide treatments shall be performed using backpack sprayers and focused on nuisance/exotic/invasive vegetation. Only herbicides approved for use in aquatic areas that are non-persistent with no soil activity may be used. Herbicide application must include the use of a dye to identify plants that have been subjected to herbicide application. Broadcast herbicide treatment requires prior approval by County Project Manager or Ecologist. Contractor shall use care during broadcast herbicide applications to avoid non-target damage to desirable plants. Contractor shall use a State-licensed commercial applicator (certified in natural areas or aquatic weed management) and be liable for the replacement of non-target native vegetation damaged or destroyed as a result of improper herbicide application. Contractor shall coordinate with County prior to commencing each herbicide event, provide a list of target species requiring treatment,

and provide herbicide types/rates proposed. Within three (3) days of herbicide event completion, Contractor shall provide to County a treatment sheet detailing herbicide types/quantity used, date/time completed, and weather observations during treatment event. The mitigation areas shall be free of emergent nuisance/exotic/invasive vegetation at the time of planting.

Plants are to be installed no later than twenty-four (24) hours after delivery to the site or provisions shall be made to keep them shaded and watered until installation. Harvested material must be planted the same day it is harvested and protected from heat stress until installed.

To install red mangrove propagules, an appropriately sized hole shall be created and the propagule placed into hole and soil pushed against propagule. If propagules have emerged roots, the planting hole shall be deep enough to allow roots to spread into hole and not break or turn up. Propagule planting shall be done carefully to avoid damaging the propagules.

To install black mangrove seedlings, an appropriately sized hole shall be excavated and the seedling placed with minimal disturbance to roots and soil. Soil around root ball shall be firmed, but not mounded about root ball.

D.1.10.4 PERFORMANCE STANDARDS FOR INSTALLED PLANTS

The Contractor shall be responsible for survivorship installed of plants (propagules and seedlings) for 90 days following installation. The Contractor shall guarantee the survival of at least 90 percent of all tree-tube grown black mangroves for a minimum of 90 days. The Contractor shall guarantee the survival of at least 60 percent of all red mangrove propagules for a minimum of 90 days. Installed plants that die in excess of ten (10) percent for black mangrove seedlings and 40 percent for red mangrove propagules shall be replaced by the Contractor at no additional cost to the County. Replacement plants and their survival must meet the same specifications as the original plantings. A 90-day inspection will be completed by the County Project Manager or Ecologist to document survival rates.

D.1.10.5 PAYMENT

All work specified under this section shall be paid for under the Lump Sum / Unit Price Pay Items for MITIGATION PLANTING on the Bid Form at the indicated schedule:

ITEM D.1.10.1.1 Mangrove Mitigation Planting

D.1.11 SEAGRASS MITIGATION TRANSPLANTING

D.1.11.1 DESCRIPTION OF WORK

The work included in this Section shall consist of the preparation of the planting areas, designation of and permitting of seagrass donor site(s), and transplanting of seagrass within the 0.65-acre Seagrass Mitigation Planting Area shown on the Construction Plan.

D.1.11.2 EXECUTION – SEAGRASS DONOR AREA DESIGNATION AND PERMITTING

Contractor shall coordinate with County and Ecologist to identify potential seagrass donor areas. Contractor shall conduct field inspections of the seagrass donor areas to

identify suitable donor area(s) that provide sufficient quantity of donor seagrass units (e.g. 1,133 units). Donor areas shall have cover by *Halodule wrightii* equal to a Braun-Blanquet (BB) cover-abundance score of “4” or “5”. In addition, donor areas shall have similar water depths and characteristics as the proposed planting area. Donor areas shall be located on land owned by Manatee County or Contractor shall obtain state approval to harvest seagrass donor units from state-owned sovereign submerged land. Contractor will be responsible for ensuring adequate access to donor sites exists without causing impacts to other habitats or ecological resources. Contractor shall submit delineated seagrass donor area locations to USACE and NMFS-HCD for approval prior to transplanting. In addition, Contractor will obtain all required state permits/authorizations for the donor area(s) prior to commencement of transplanting.

D.1.11.3 EXECUTION – SEAGRASS TRANSPLANTING

After sufficient settling time at the proposed planting area and following construction of the flushing channel connection, Contractor shall confirm that the planting area is at the designed elevations and that the site is suitable for seagrass establishment prior to commencing seagrass transplanting.

Contractor shall transplant seagrass using the “modified shovel method” to harvest approximately 9-inch by 11-inch *Halodule wrightii* donor units from donor area(s) for transplanting into the seagrass mitigation planting area. All seagrass transplanting activities must occur during the seagrass growing season between June 1 and September 30. Only *H. wrightii* will be harvested for transplanting. The seagrass donor units will be harvested from the donor site on 5-foot centers along transects spaced 5 feet apart and planted in the recipient site on 5-foot centers along transects spaced 5 feet apart. A minimum of 1,133 planting units will be harvested and planted within the 0.65-acre seagrass mitigation site. The donor and planting site transects will be permanently marked and located with sub-meter DGPS units for use during subsequent monitoring activities.

Contractor shall maintain the seagrass planting units moist and protected from desiccation during the transplanting process. All planting units will be installed the same day that they are harvested. Installation will be completed using the same edge-sharpened 9-inch by 11-inch shovel that is used to harvest the seagrass units.

Contractor shall provide a post-transplanting report to the County within 30 days of seagrass transplanting detailing the location and BB-score of the donor area(s), georeferenced map and GIS data depicting donor and planting transects, total quantity of seagrass units transplanted, and representative photographs of the harvested donor units and the planted donor units.

D.1.11.4 PERFORMANCE STANDARDS FOR INSTALLED PLANTS

The Contractor shall be responsible for survivorship of installed seagrass planting units for 90 days following installation. The Contractor shall guarantee the survival of at least 75 percent of the seagrass planting units. If greater than 75 percent mortality of the planting units is identified, Contractor will be responsible for additional seagrass transplanting to meet the 75 percent survival requirement. A 90-day inspection will be completed by the County Project Manager or Ecologist to document survival rates.

D.1.11.5 PAYMENT

All work specified under this section shall be paid for under the Lump Sum / Unit Price Pay Items for MITIGATION PLANTING on the Bid Form at the indicated schedule:

- ITEM D.1.11.1.1 Seagrass Donor Area Designation and Permitting
- ITEM D.1.11.1.2 Seagrass Transplanting

D.1.12 BALD EAGLE NEST MONITORING

D.1.12.1 DESCRIPTION OF WORK

The work included in this Section shall follow the construction requirements for the identified Bald Eagle nest in the area identified as the Reasoner Tract shown on the attached Exhibit A.

D.1.12.2 BALD EAGLE NEST MONITORING

No construction clearing or construction activities will be performed within a 330' radius of the identified bald eagle nesting tree.

Construction activities will follow the US Fish and Wildlife Service's (FWS) National Bald Eagle Management Guidelines (2007) for activities conducted within 330'-660' of the identified nest tree. Specifically, if activities are not visible from the nest:

- Maintain a 330' buffer between activities and nest tree (or if similar existing activities are closer than 330', then maintain a buffer at least as far from the nest as the existing tolerated activity).
- Restrict clearing, external construction or landscaping activities within 660' of the nest tree to outside of the nesting season (Oct 1- May 15).
- Maintain established landscape buffers that screen the nest from the activities.

If construction activities within 330- 660' of the nest during nesting can not be avoided, the contractor shall implement nest monitoring per the FWS Bald Eagle Monitoring Guidelines. The Guidelines can be found here: <https://www.fws.gov/northflorida/BaldEagles/Documents/2007-BE-Monitoring-Guidelines-without-figures.htm>

D.1.12.3 PAYMENT

All work specified under this section shall be paid for under the Lump Sum / Unit Price Pay Items for BALD EAGLE NEST MONITORING on the Bid Form at the indicated schedule:

- ITEM D.1.12.1.1 Bald Eagle Nest Monitoring

CONTRACT CONTINGENCY

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

Payment for all work under this Bid Item shall be made only at the County's discretion. This Bid Item shall not exceed 10% of the Bidders Total Base Bid. The Bidder shall calculate and enter a dollar amount for this Bid Item.

END OF SECTION D

Bid Attachment 3, FEDERAL REQUIREMENTS

Attachment 3

Special Provisions –Federal Grants

1. CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required, all contracts made by the County that are funded in whole, or in part, by a Federal grant the following provisions will apply:

- a) **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708)** - Where applicable, successful Bidders for Federal grant funded contracts awarded by the County in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act. The successful Bidder must compute the wages of every mechanic and laborer based on a standard work week of 40 hours.

Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or underworking conditions which are unsanitary, hazardous or dangerous.

NOTE: These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- b) **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33U.S.C. 1251–1387), as amended** - If awarded, successful Bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251–1387). Successful Bidder shall report all violations of such Acts to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- c) **Debarment and Suspension (Executive Orders 12549 and 12689)** - Any Bidder listed on the government-wide exclusions in the System for Award Management (SAM), will not be eligible for award of this IFB in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- d) **Byrd Anti-Lobbying Amendment (31U.S.C. 1352)** – Bidders for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier

up to the non-Federal award. See § 200.322 Procurement of recovered materials.

- e) **Minority/Women-owned/Labor Surplus Firms' Participation** - The County, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority businesses, women-owned business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontracts are to be let, by the successful Bidder, successful Bidder shall be required to take the affirmative steps listed in items 1 through 5 below:
1. Place qualified small and minority businesses and women-owned business enterprises on its solicitation lists;
 2. Assure that small and minority businesses, and women-owned business enterprises are solicited whenever they are potential sources;
 3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small, minority, and women-owned business enterprises;
 4. Establish delivery schedules, where the requirement permits, which encourage participation by small, minority, and women-owned business enterprises;
 5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- f) **Contract Cost and Price** - County will perform a cost or price analysis in connection with this IFB prior to the Due Date and Time.
1. The County will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the successful Bidder, successful Bidder's investment, the amount of subcontracting, the quality of the subcontractor's record of past performance, and industry profit rates in the surrounding geographical area for similar work.
 2. Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the County under Subpart E - Cost Principles of this part.
 3. The cost plus a percentage of cost method will not be used.
- g) **Prevailing Wage.** Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits. Completion of Form WH-347 is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts.

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Bid Attachment 4, FDEP & ACOE PERMITS

NOTE - This attachment is uploaded as a separate document on the Procurement page of the County website with the solicitation document and available for download.

Bid Attachment 5, PLAN SET / DRAWINGS

NOTE - This attachment is uploaded as a separate document on the Procurement page of the County website with the solicitation document and available for download.

SECTION D, SAMPLE CONSTRUCTION AGREEMENT WITH GENERAL CONDITIONS OF THE CONSTRUCTION AGREEMENT AND AGREEMENT EXHIBITS

CONSTRUCTION AGREEMENT

for

STIPULATED SUM

between

MANATEE COUNTY (AS OWNER)

and

<CONTRACTOR NAME> (AS CONTRACTOR)

CONSTRUCTION AGREEMENT FOR STIPULATED SUM

[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 “Contractor.”

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

WHEREAS, in response to Owner’s Invitation for Bid No. _____ (the “IFB”), Contractor has submitted its Bid (the “Contractor’s Bid”) to provide the aforementioned construction services.

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

1. Contract Documents

The Contract Documents consist of this Agreement and attached Exhibits, the attached General Conditions of the Construction Agreement, Supplementary Conditions (if any), Special Conditions (if any), Drawings (the titles of which are attached hereto as Exhibit A), Specifications (the titles of which are attached hereto as Exhibit B), Addenda issued prior to execution of this Agreement, the Invitation for Bid (including any Instructions to Bidders, Scope of Work, Bid Summary, Supplements, and Technical Specifications), any interpretations issued pursuant to the Invitation for Bid, the Contractor’s Bid, permits, notice of intent to award, Notice to Proceed, purchase order(s), any other documents listed in this Agreement, and Modifications [to include written Amendment(s), Change Order(s), Work Directive Change(s) and Field Directive(s)] issued after execution of this Agreement. These form the Agreement, and are as fully a part of the Agreement as if attached or repeated herein. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. No other documents shall be considered Contract Documents.

2. Work

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

3. Date of Commencement and Substantial Completion.

- A. Date of Commencement. The date of commencement of the Work shall be the date fixed in a Notice to Proceed issued by the Owner.
- B. Contract Time. The Contract Time shall be measured from the date of commencement.
- C. Substantial Completion. The Contractor shall achieve Substantial Completion of the entire Work not later than _____ days from the date of commencement, or as follows:

Portion of Work	Substantial Completion Date
------------------------	------------------------------------

subject to adjustments of this Contract Time as provided in the Contract Documents.

Time is of the essence in the Contract Documents and all obligations thereunder. If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents (to include not only the entire Work but any portion of the Work as set forth above), the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the sum of \$_____ per calendar day, commencing upon the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur because 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 Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor 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. Contract Sum

- A. Payment. The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be _____ Dollars and _____ Cents (\$_____), subject to additions and deductions as provided in the Contract Documents.
- B. Alternates. The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner.

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

- C. Unit Prices. Unit prices, if any, are reflected in the Contractor's Bid.

5. Payments

A. Progress Payments

- (1) Based upon Applications for Payment submitted to the Architect/Engineer by the Contractor and Certificates for Payment issued by the Architect/Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- (2) The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.
- (3) Payments shall be made by Owner in accordance with the requirements of Section 218.735, Florida Statutes.
- (4) Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. 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 Owner or Architect/Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment.
- (5) Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- (6) Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 - i. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10.00%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 3.3.B. of the General Conditions;
 - ii. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), supported by paid receipts, less retainage of ten percent (10.00%);
 - iii. Subtract the aggregate of previous payments made by the Owner; and
 - iv. Subtract amounts, if any, for which the Architect/Engineer has withheld or nullified an Application for Payment, in whole or in part as provided in Section 3.3.C. of the General Conditions.

(7) The progress payment amount determined in accordance with Section 5.A(6) shall be further modified under the following circumstances:

- i. Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect/Engineer shall determine for incomplete Work, retainage applicable to such work and unsettled claims.
- ii. Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 3.2.B. of the General Conditions.

(8) Reduction or limitation of retainage, if any, shall be as follows:

Notwithstanding the foregoing, upon completion of at least 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 each subsequent progress payment.

(9) Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

B. Final Payment. Final Payment, consisting of the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

(1) The Contractor has fully performed the Work except for the Contractor's responsibility to correct Work as provided in Section 2.4.C. of the General Conditions, and to satisfy other requirements, if any, which extend beyond final payment; and

(2) A final Application for Payment has been approved by the Architect/Engineer.

6. Termination or Suspension.

A. Termination. The Agreement may be terminated by the Owner or the Contractor as provided in Article XIV of the General Conditions.

B. Suspension by Owner. The Work may be suspended by the Owner as provided in Article XIV of the General Conditions.

7. Other Provisions.

A. 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 Contractor shall diligently pursue the issuance of a permanent certificate of occupancy or completion.

- B. Project Meetings. There shall be a project meeting, at the jobsite or other location acceptable to the parties, on a regularly scheduled basis. The meeting will be attended by a representative of the Contractor, Architect/Engineer and Owner. These representatives shall be authorized to make decisions that are not otherwise contrary to the requirements of this Agreement.
- C. Weather. Any rainfall, temperatures below 32 degrees Fahrenheit or winds 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 Contractor documenting same.
- D. 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 Contractor within fourteen (14) days.
- E. Applications for Payment. Applications for Payment shall be submitted once monthly at regular intervals and shall include detailed documentation of all costs incurred.
- F. 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 Contractor. 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 Contractor. Upon satisfactory completion of the punch list items, as certified by the Architect/Engineer, the previously deducted sum shall be paid to the Contractor.
- G. Closeout documentation. Within 30 days after obtainment of Substantial Completion and before final payment, Contractor 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.
- H. 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.
- I. E-Verify. The Contractor's employment of unauthorized aliens is a violation of Section 274(e) of the Federal Immigration and Employment Act. The Contractor 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.

8. Insurance and Bonding

If and to the extent required by the Invitation for Bid documents, the Contractor shall furnish insurance coverage for (but not necessarily limited to) workers' compensation, commercial general liability, auto liability, excess liability, and builder's risk. The Contractor shall furnish to the Owner all appropriate policies and Certificate(s) of Insurance. The Contractor shall also post a Payment and Performance Bond for the Contract Sum, within ten (10) days following notification of intent to award, and otherwise in accordance with the Invitation for Bid documents.

9. Independent Contractor

The Contractor acknowledges that it is functioning as an independent contractor in performing under the terms of this Agreement, and it is not acting as an employee of the Owner.

10. Entire Agreement

This Agreement (inclusive of the Contract Documents incorporated herein by reference) represents the full agreement of the parties.

11. Amendments; Waivers; Assignment

- A. Amendments. This Agreement may be amended only pursuant to an instrument in writing that has been jointly executed by authorized representatives of the parties hereto.
- B. 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.
- C. Assignment. The rights and obligations of either party to this Agreement may be assigned to a third party only pursuant to a written amendment hereto.

12. Validity

Each of the Owner and Contractor represents and warrants to the other its respective authority to enter into this Agreement.

13. 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.

14. 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.

15. Construction

- A. 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 be taken into consideration in interpreting this Agreement.
- B. 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.

16. 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.

17. 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.

18. 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.

19. 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 Contractor:

Name.
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 party's address herein specified, or such other physical address or email address as such party may have substituted by notice to the other.

20. Public Records Law

The Contractor 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 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 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 for the duration of this Agreement and following completion of this Agreement if the Contractor 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 Contractor or keep and maintain such public records. If the Contractor transfers all public records to the Owner upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE OWNER'S CUSTODIAN OF PUBLIC RECORDS AT 941-748-4501, EXT. 5843 DEBBIE.SCACCIANOCE@MYMANATEE.ORG; POST OFFICE BOX 1000, BRADENTON, FLORIDA 34206.

21. Exhibits. Exhibits to this Agreement are as follows:

Exhibit A—Title(s) of Drawings

Exhibit B—Title(s) of Specifications

Exhibit C—Affidavit of No Conflict

Exhibit D—Certificate(s) of Insurance

Exhibit E—Payment and Performance Bond

Exhibit F—Standard Forms

1. Application for Payment
2. Certificate of Substantial Completion
3. Final Reconciliation / Warranty / Affidavit
4. Change Order

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

NAME OF CONTRACTOR

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

TABLE OF CONTENTS FOR GENERAL CONDITIONS

<u>Article I - Definitions</u>	GC-1
1.1 Definitions	GC-1
A. Acceptance	GC-1
B. Application for Payment	GC-1
C. Architect/Engineer	GC-1
D. Change Order	GC-1
E. Construction Services	GC-1
F. Construction Team	GC-1
G. Contract Sum	GC-1
H. Contract Time	GC-1
I. Contractor's Personnel	GC-1
J. Days	GC-1
K. Defective	GC-2
L. Field Directive	GC-2
M. Final Completion Date	GC-2
N. Float Time	GC-2
O. Force Majeure	GC-2
P. Notice to Proceed	GC-2
Q. Owner	GC-2
R. Owner's Project Representative	GC-2
S. Payment and Performance Bond	GC-2
T. Permitting Authority	GC-2
U. Procurement Ordinance	GC-2
V. Progress Report	GC-2
W. Project	GC-2
X. Project Costs	GC-3
Y. Project Manager	GC-3
Z. Project Plans and Specifications	GC-3
AA. Project Schedule	GC-3
BB. Project Site	GC-3
CC. Subcontractor	GC-3
DD. Substantial Completion and Substantially Complete	GC-3
EE. Substantial Completion Date	GC-3
FF. Substitute	GC-3
GG. Unit Price Work	GC-4
HH. Work	GC-4
II. Work Directive Change	GC-4

Article II - Relationship and Responsibilities

GC-4

2.1 Relationship between Contractor and Owner	GC-4
A. Purpose	GC-4
B. Construction Team	GC-4
C. Owner's Reliance on Bid (or GMP)	GC-4
2.2 General Contractor Responsibilities	GC-5
A. Personnel	GC-5
B. Cooperation with Architect/Engineer	GC-5
C. Timely Performance	GC-5
D. Duty to Defend Work	GC-5
E. Trade and Industry Terminology	GC-5
2.3 Project Schedule	GC-6
2.4 Construction Services	GC-7
A. Construction of Project	GC-7
B. Notice to Proceed	GC-7
C. Quality of Work	GC-7
D. Materials	GC-7
E. Accountability for Work	GC-7
F. Contract Sum	GC-8
G. Governing Specifications	GC-8
H. Adherence to Project Schedule	GC-8
I. Superintendent	GC-8
J. Work Hours	GC-8
K. Overtime-Related Costs	GC-8
L. Insurance, Overhead and Utilities	GC-9
M. Cleanliness	GC-9
N. Loading	GC-90
O. Safety and Protection	GC-9
P. Emergencies	GC-10
Q. Substitutes	GC-10
R. Surveys and Stakes	GC-10
S. Suitability of Project Site	GC-11
T. Project Specification Errors	GC-11
U. Remediation of Contamination	GC-11
V. Interfacing	GC-12
W. Job Site Facilities	GC-13
X. Weather Protection	GC-13
Y. Performance and Payment Bond	GC-13
Z. Construction Phase; Building Permit; Code Inspections	GC-13
(1) Building Permit	GC-13
(2) Code Inspections	GC-14
(3) Contractor's Personnel	GC-14
(4) Lines of Authority	GC-14
AA. Quality Control	GC-14
BB. Management of Subcontractors	GC-15
CC. Job Requirements	GC-15

<i>DD. As-Built Drawings</i>	GC-17
<i>EE. Progress Reports</i>	GC-17
<i>FF. Contractor's Warranty</i>	GC-17
<i>GG. Apprentices</i>	GC-18
<i>HH. Schedule of Values</i>	GC-18
<i>II. Other Contracts</i>	GC-18

Article III - Compensation **GC-18**

3.1 Compensation	GC-18
<i>A. Adjustments</i>	GC-18
<i>B. Valuation</i>	GC-18
<i>C. Unit Price Work</i>	GC-19
3.2 Schedule of Compensation	GC-19
<i>A. Periodic Payments for Services</i>	GC-19
<i>B. Payment for Materials and Equipment</i>	GC-19
<i>C. Credit toward Contract Sum</i>	GC-19
3.3 Invoice and Payment	GC-20
<i>A. Invoices</i>	GC-20
<i>B. Additional Information; Processing of Invoices</i>	GC-20
<i>C. Architect/Engineer's Approval</i>	GC-20
<i>D. Warrants of Contractor with Respect to Payments</i>	GC-20
<i>E. All Compensation Included</i>	GC-20

Article IV – Subcontractors **GC-21**

4.1 Subcontracts	GC-21
<i>A. Subcontracts General</i>	GC-21
<i>B. No Damages for Delay</i>	GC-21
<i>C. Subcontractual Relations</i>	GC-21
<i>D. Insurance; Acts & Omissions</i>	GC-22
4.2 Relationship and Responsibilities	GC-22
4.3 Payments to Subcontractors; Monthly Statements	GC-22
<i>A. Payment</i>	GC-22
<i>B. Final Payment of Subcontractors</i>	GC-22
4.4 Responsibility for Subcontractors	GC-22
4.5 Contingent Assignment of Subcontracts	GC-23

Article V - Changes in Work **GC-23**

5.1 General	GC-23
5.2 Minor Changes in the Work	GC-23
5.3 Emergencies	GC-24
5.4 Concealed Conditions	GC-24
5.5 Hazardous Materials	GC-24
5.6 Change Orders; Adjustments to Contract Sum	GC-25
<i>A. Change Orders Generally</i>	GC-25
5.7 Owner-Initiated Changes	GC-25

5.8 Unauthorized Work	GC-25
5.9 Defective Work	GC-25
5.10 Estimates for Changes	GC-26
5.11 Form of Proposed Changes	GC-26
5.12 Changes to Contract Time	GC-26

Article VI - Role of Architect/Engineer **GC-26**

6.1 General	GC-26
A. Retaining	GC-26
B. Duties	GC-26
C. Termination	GC-26
6.2 Administration	GC-27
A. Site Visits	GC-27
B. Reporting	GC-27
6.3 Interpretation of Project Plans and Specifications	GC-27
6.4 Rejection of Non-Conforming Work	GC-27
6.5 Correction of Work	GC-27
6.6 Timely Performance of Architect/Engineer	GC-28

Article VII - Owner's Rights and Responsibilities **GC-28**

7.1 Project Site; Title	GC-28
7.2 Project Plans and Specifications; Architect/Engineer	GC-28
7.3 Surveys; Soil Tests and Other Project Site Information	GC-28
7.4 Information; Communication; Coordination	GC-29
7.5 Governmental Body	GC-29
7.6 Pre-Completion Acceptance	GC-29
7.7 Ownership and Use of Drawings, Specifications and Other Instruments of Service	GC-29
7.8 Owner's Project Representative	GC-30
A. Responsibilities	GC-30
B. Limitations	GC-31

Article VIII - Resolution of Disagreements; Claims for Compensation **GC-31**

8.1 Owner to Decide Disputes	GC-31
8.2 Finality	GC-31
8.3 No Damages for Delay	GC-31
8.4 Permitted Claims Procedure	GC-32
8.5 Contract Claims and Disputes	GC-32
8.6 Claims for Consequential Damages	GC-33

Article IX - Indemnity **GC-33**

9.1 Indemnity	GC-33
A. Indemnification Generally	GC-34
B. Claims by Employees	GC-34
9.2 Duty to Defend	GC-34

<u>Article X - Accounting Records; Ownership of Documents</u>	GC-34
10.1 Accounting Records	GC-34
10.2 Inspection and Audit	GC-34
10.3 Access	GC-34
10.4 Ownership of Documents	GC-34
<u>Article XI - Public Contract Laws</u>	GC-35
11.1 Equal Opportunity Employment	GC-35
<i>A. Employment</i>	GC-35
<i>B. Participation</i>	GC-35
11.2 Immigration Reform and Control Act of 1986	GC-35
11.3 No Conflict of Interest	GC-35
<i>A. No Interest in Business Activity</i>	GC-35
<i>B. No Appearance of Conflict</i>	GC-36
11.4 Truth in Negotiations	GC-36
11.5 Public Entity Crimes	GC-36
<u>Article XII-- Force Majeure, Fire or Other Casualty</u>	GC-36
12.1 Force Majeure	GC-36
<i>A. Unavoidable Delays</i>	GC-36
<i>B. Concurrent Contractor Delays</i>	GC-3
<i>C. Notice; Mitigation</i>	GC-36
12.2 Casualty; Actions by Owner and Contractor	GC-37
12.3 Approval of Plans and Specifications	GC-37
12.4 Notice of Loss or Damage	GC-37
<u>Article XIII-- Representations, Warranties and Covenants</u>	GC-38
13.1 Representations and Warranties of Contractor	GC-38
13.2 Representations of the Owner	GC-40
<u>Article XIV-- Termination and Suspension</u>	GC-41
14.1 Termination for Cause by Owner	GC-41
<i>A. Nonperformance</i>	GC-41
<i>B. Insolvency</i>	GC-42
<i>C. Illegality</i>	GC-42
<i>D. Rights of Owner</i>	GC-42
14.2 Termination without Cause by Owner	GC-42
<i>A. Release of Contractor</i>	GC-43
<i>B. Waiver of Protest</i>	GC-43
14.3 Suspension without Cause	GC-43
14.4 Termination Based Upon Abandonment, Casualty or Force Majeure	GC-43
14.5 Vacation of Project Site; Delivery of Documents	GC-43
14.6 Termination by the Contractor	GC-44

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 (company/limited liability corporation, registered and licensed to do business in the State of Florida. OR an employee of Owner>.
- D. Change Order: A written order signed by the Owner, the Architect/Engineer and the Contractor authorizing a change to 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. Construction Services: The Construction Services to be provided by Contractor pursuant to Section 2.1 in accordance with the terms and provisions of the Contract Documents.
- F. Construction Team: The working team established pursuant to Section 2.1.B.
- G. 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.
- H. 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.
- I. Contractor's Personnel: The Contractor's key personnel designated by Contractor.
- J. 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.

- K. 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).
- L. 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.
- M. Final Completion Date: The date upon which the Project is fully constructed and all Work required on the Project and Project Site is fully performed as verified in writing by the Owner.
- N. Float Time: The time available in the Project schedule during which an unexpected activity can be completed without delaying Substantial Completion of the Work.
- O. Force Majeure: Those conditions constituting excuse from performance as described in and subject to the conditions described in Article XII.
- P. 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.
- Q. Owner: Manatee County, a political subdivision of the State of Florida.
- R. Owner’s Project Representative: The individual designated by Owner to perform those functions set forth in Section 7.8.
- S. 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.
- T. 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.

- U. Procurement Ordinance: The Manatee County Procurement Code, Chapter 2-26 of the Manatee County Code of Laws, as amended from time to time.
- V. Progress Report: A report to Owner that includes all information required pursuant to the Contract Documents and submitted in accordance with Section 2.4.EE, hereof.
- W. Project: The total construction of which the Work performed under the Contract Documents may be the 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.
- X. 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.
- Y. 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.
- Z. 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.
- AA. 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.
- BB. 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.
- CC. Subcontractor: Any individual (other than a direct employee of the Contractor) or organization retained by Contractor to plan, construct or equip the Project pursuant to Article IV.
- DD. 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.

- EE. 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.
- FF. 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.
- GG. Unit Price Work: Work to be paid for on the basis of unit prices.
- HH. 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.
- II. 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 on 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.
- C. 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 resulted 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 lines of communication 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. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids (or at the time of execution of the Guaranteed Maximum Price Addendum), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of Owner 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 Work provided such rescheduling is in accord 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 conditioned 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 complete 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 the 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.
- F. Contract Sum. The Contractor shall construct the Project so that the Project can be built for a cost not to exceed the Contract Sum.
- G. 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 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 or protection of persons or the Work or property at the site or adjacent thereto and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and Contractor shall not permit overtime work or the performance of Work on a 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 an 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. Contractor's obligation to pay all overtime-related costs shall not apply if Contractor is directed by Owner to work overtime solely for Owner's convenience.
- 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, pavements, 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 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, are accepted and are less costly than the originally specified materials or equipment, then the net difference in cost shall be credited to the Owner and an appropriate Change Order executed 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 surety 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 and in accord with 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 in 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. Any 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 dates 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 or any costs as requested by Owner, and detailed break-up for all costs when payment is sought or whenever reasonably requested by Owner. All costs are auditable, at Owner's discretion. Bid, estimate and pricing information reasonably related to any request for additional compensation will be provided promptly upon request.
- (7) Contractor shall include provisions in its subcontracts and purchase orders consistent with this Section.

V. Interfacing.

- (1) The Contractor shall take such measures as are necessary to ensure proper construction and delivery of the Project, including but not limited to providing that all 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, which 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 inspection fees 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 and 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 subcontracts.

AA. Quality Control. The Contractor shall develop and maintain a program, acceptable to the Owner and Architect/Engineer, to assure 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 over the acceptability of the Work, the Owner, at its sole discretion and in addition to any other remedies 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.

BB. 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 subcontractor compliance without relieving them of responsibilities to perform Work in accordance with best acceptable 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 all 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 operations 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
- (p) 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 warranties 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's fees incurred in warranty-related litigation between Contractor and any 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 said 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; or
 - (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 any 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 provided 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 delivered 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 Payments. 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 or upon 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 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, supervision 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 supplementary 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 subcontractor 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 delays 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 by 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 that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.

- C. Subcontractual 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, by the parties 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.

- D. 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 each 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, as 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 both 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 without any retainage, the Subcontractor shall submit satisfactory evidence that all payrolls, 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 instruction 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 for 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 after 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, when 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 no 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 Article V.

5.6 Change Orders; Adjustments to Contract Sum

Change Orders Generally

- A. 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, 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 is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract 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. That person or entity is identified as the Architect/Engineer in the Agreement and is 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.

6.2 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 as 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 reasonably 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 modification in 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 solely 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 data 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 conferences; 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 the beginning of such occurrence. 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 twenty (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 or acceptance of final payment) will be a condition precedent to any exercise by Owner or Contractor of such right or remedies as either may otherwise have under the Contract Documents or by laws or regulations in respect of any such claim, dispute or other matter.

8.5 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 hearing officer 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, unless any of such damages or losses are covered by insurance placed by the Contractor; 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 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 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, estimating 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) as 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 Document

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 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 shall be 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 its 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 a 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 for 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 such party is actually delayed.
- B. Concurrent Contractor Delays. If a delay is caused for any reason provided in Section 12.1.A. 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 time is or was 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 expectations of Contractor as to the 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 the 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 methods of determining bid prices, or over competitive bidding, market, or negotiating conditions.
- H. 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, and governmental agencies with jurisdictional interests will have access to the Work at reasonable times 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 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 temporarily exclude Contractor from all or part of the site, temporarily take possession of all or part of the Work, Contractor's tools, construction equipment and machinery at the site or for which Owner has paid Contractor but which are stored elsewhere, and for such duration as is reasonably necessary to correct the deficiency. 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 all necessary revisions.
- N. If within three (3) years after the Substantial Completion Date or such longer period of time as may be prescribed by law 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 to which it is 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 all 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, default under, or result in the creation of any lien or encumbrance upon the Owner under any indenture, mortgage, deed of trust, bank loan, or credit agreement, the charter, ordinances, 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 violation 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 of 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 obligations 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 sixty (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 one 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 fees 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 or 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 material 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