

IFBC NO. 20-R073858AJ
MANATEE COUNTY JAIL - STOCKADE
ROOF REPLACEMENT
PROJECT NO. 6073402
NIGP 910-78
APRIL 7, 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-R073858AJ
MANATEE COUNTY JAIL - STOCKADE ROOF REPLACEMENT**

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 Manatee County Jail - Stockade Roof Replacement, as specified in this Invitation for Bid Construction to include demolition of existing, furnish and install new weather and water-tight High-Performance Thermoplastic Roofing System on a lightweight concrete deck that is dry and structurally sound.

DATE, TIME AND PLACE DUE:

The Due Date and Time for submission of Bids in response to this IFBC is **May 7, 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 mandatory Facility Inspection will be held at 1:00 PM on April 21, 2020, at the Manatee County Stockade, 4470 Harlee Road, Palmetto, FL 34221. Attendance to the mandatory Facility Inspection is required.

To participate in the Facility Inspection Bidder's MUST submit Attachment 4, APPLICATION FOR FACILITY ENTRY and PREA FORM by Friday, April 17, 2020, by email to Abigail Jenkins, abigail.jenkins@mymanatee.org. The Facility Inspection will be limited to two (2) persons per Bidder. Transportation to and from the Central Jail Facility for the Facility Inspection is the responsibility of the Bidder.

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 April 24, 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: Abby Jenkins, Sr. Procurement Agent, Construction
(941) 749-3062, Fax (941) 749-3034
Email: abigail.jenkins@mymanatee.org
Manatee County Financial Management Department
Procurement Division

AUTHORIZED FOR RELEASE: _____

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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 **May 7, 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 mandatory Facility Inspection will be held at 1:00 PM on April 21, 2020, at the Manatee County Stockade, 4470 Harlee Road, Palmetto, FL 34221. Attendance to the mandatory Facility Inspection is required.

To participate in the Facility Inspection Bidder's MUST submit Attachment 4, APPLICATION FOR FACILITY ENTRY and PREA FORM by Friday, April 17, 2020, by email to Abigail Jenkins, abigail.jenkins@mymanatee.org. The Facility Inspection will be limited to two (2) persons per Bidder. Transportation to and from the Central Jail Facility for the Facility Inspection is the responsibility of the Bidder.

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-R073858AJ, Manatee County Jail - Stockade Roof Replacement, 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 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 120 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 Work consists of the replacing the Stockade Roof at the Manatee Jail located at 14470 Harlee Road, Palmetto, FL 34221. Bid shall include furnishing and installing a new weather and watertight High-Performance Thermoplastic Roofing System on a lightweight concrete deck that is dry and structurally sound. Bidder shall furnish all labor, materials, tools, and equipment to complete the work, including all necessary engineering, hoisting, permitting, waste disposal, and incidentals.

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 schedule shall be based on 120 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 \$415.00 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 |
|--|-----------------------------|
| A mandatory Facility Inspection will be held at the Manatee County Stockade, 4470 Harlee Road, Palmetto, FL 34221. | April 21, 2020, 1:00 PM, ET |
| Question and Clarification Deadline | April 24, 2020 |
| Final Addendum Posted | April 30, 2020 |
| Bid Response Due Date and Time | May 7, 2020, 3:00 PM, ET |
| Due Diligence Review Completed | May 2020 |
| Projected Award | May 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

IFBC NO. 20-R073858AJ

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.
No documentation is required. The County will verify registration.
2. Bidder, or its representatives(s), has attended the mandatory information conference and facility inspection at: Manatee County Stockade, 4470 Harlee Road, Palmetto, FL 34221.
No Documentations is required, the County will verify attendance form the meeting sign-in sheet.
3. Must have possessed a Certified Roofing Contractor License, issued by the Florida Department of Business and Professional Regulation for a period of at least five consecutive years since March 1, 2015, License must be current and valid through the Due Date for submission of bids for this IFBC.
Provide a copy of Bidder's Certified Roofing Contractor 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 1, 2015, through the date of submission of the Bid.
4. Bidder has provided High-Performance Membrane Roofing System for at least five projects since March 1, 2015 in which each project included the demolition, disposal, furnish and install of a High-Performance Membrane Roofing System.
Provide the following information for the five qualifying clients.
Name of Project
Location (City/State)
Client contact name
Contact phone
Contact email
Service dates (Start/End)
5. Bidder shall be an authorized Roofing Contractor of the membrane roofing system manufacturer (MRSM) with a minimum of five (5) years' experience installing the proposed membrane roof system from an American-owned high-performance membrane manufacturing company with no less than 25 years' as a commercial roofing manufacturer.
6. **Submit a copy of Bidder's MRSM certification from an American-owned company with no less than 25 years' experience as a commercial roofing manufacturer confirming authorization to install membrane roofing systems for five years, since March 1, 2015**

7. Bidder, on the day the bid is submitted, has a certified or registered Qualifying Agent, as required by Section 489.119, Florida Statutes.

Submit a copy of Bidder's Qualifying Agent's registration or certification along with supporting documentation confirming Qualifying Agent.

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

No documentation is required. The County will verify.

9. 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.

10. 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.

END OF APPENDIX A.

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-R073858AJ**
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:

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

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

THE UNDERSIGNED, in submitting this 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: |
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| 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 Manatee County - Stockade Roof Replacement.

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, BID PRICING FORM

IFBC NO. 20-R073858AJ, MANATEE COUNTY JAIL- STOCKADE ROOF REPLACEMENT.

Total Bid Price/Offer for Bid : \$_____ Complete. Based on a completion schedule of 120 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: _____

| APPENDIX J, BID PRICING FORM | | | | | |
|--|--|-----------|-----------------------|------------|----------------|
| MANATEE COUNTY JAIL - STOCKADE ROOF REPLACEMENT | | | | | |
| Bids Based on Completion Schedule of 120 Calendar Days | | | | | |
| Item No. | Description | EST. Qty. | U/M | Unit Price | Extended Price |
| 1 | Mobilization / Demolition | 1 | LS | | |
| 2 | Demolition and Removal of Existing Roof | 1 | LS | | |
| 3 | Furnish and Install New Membrane Roof System and Roofing Accessories | 1 | LS | | |
| 4 | Replace Damage /Rotted Curb and Coping Wood Nails | 1 | LS | | |
| TOTAL BASE BID- Based on Completion Schedule of 120 Calendar Days. | | | | | |
| 5 | Contract Contingency Work (used only with County Approval) | | 10% of Total Base Bid | | |
| TOTAL OFFER with Contract Contingency- Based On Completion Schedule of 120 Calendar Days. | | | | | |
| Specification and Warranty included for the following system being offered. | | | | | |
| Membrane Manufacturer: | | | | | |
| Roofing System: | | | | | |

Authorized Signature(s): _____

Name and Title of Above _____

Date: _____

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.

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BID ATTACHMENT 2, TECHNICAL SPECIFICATIONS

IFBC NO. 20-R073858AJ, MANATEE COUNTY JAIL - STOCKADE ROOF REPLACEMENT

1.0 SCOPE OF WORK

The work consists of replacing the Stockade Roof at the Manatee Jail located at 14470 Harlee Road, Palmetto, FL 34221. The bid shall include furnishing and installing new weather and watertight High-Performance Thermoplastic Roofing System on a Lightweight Concrete deck that is dry and structurally sound. Bidder (hereinafter referred to as Roofing Contractor) shall furnish all labor, materials, tools, and equipment to complete the work, including all necessary engineering, hoisting, permitting, waste disposal, and incidentals.

1.1 PROJECT SCOPE

- A. Roofing Contractor shall furnish all labor, materials, tools, equipment, and supervision necessary to complete the installation of a new High-Performance Membrane roofing system, including roof-related insulation and cover-boards, flashings, accessories, and related metalwork in strict accordance with the Contract, drawings and High-Performance Membrane Roof System Manufacturer's (MRSM) most current specifications and details.
- B. The Roofing Contractor shall be an "Authorized Roofing Contractor" of the MRSM in good standing and be fully knowledgeable of all the requirements within the contract documents as well as all job site conditions that could affect their work.
- C. The Roofing Contractor shall confirm all given information and notify the building owner/owner's representative, prior to bid, of any conflicts that will affect the quality or cost of the Bid.
- D. Failure to submit a timely pre-qualification Bid will be grounds for total rejection of the Roofing Contractor's Bid.

1.2 QUALITY ASSURANCE

- A. Manufacturer's Qualifications: The High-Performance Membrane Manufacturer shall be an American owned company with no less than 25 years of performance track record in the state of Florida.
- B. Installer Qualifications: must be a licensed Roofing Contractor authorized by the MRSM to install the type of roof system specified for this project.
- C. Source Limitations: Obtain all components including roof insulation and cover- board, fasteners adhesives, and other accessories as required, from the approved MRSM.
- D. The specified membrane roofing system must consist of the materials required and be installed under the following criteria.
 1. UL Listing; provide materials bearing Underwriters Laboratories (UL) marking/label on the packaging or containers indicating materials have been produced under UL classification and follow-up services.
 2. FM Listing; provides a membrane roofing system and materials that have been evaluated by FM Global (FM) for the spread of flame, seam leakage, hail resistance, and wind uplift. Identify materials with FM Approved marking/label.

- I. Fire/Windstorm Classification: FM 1-90
 - II. Hail Resistance: SH
- E. The Roofing Contractor shall maintain an adequate number of skilled workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and methods necessary for the proper performance of the work. No allowance will be made for lack of skill on the part of the workers.
 - F. Any deviations from the Contract, drawings, and specifications must be submitted in writing for approval prior to implementation to the design professional representing the owner and the MRSM for acceptance/approval by both parties.
 - G. Upon completion of the roof installation, the Roofing Contractor shall arrange for a quality assurance/warranty inspection by the Technical Service Department of the approved MRSM. Notice of the inspection date and time will be given to the owner/owner's representative at least 72 hours prior to the inspection taking place.

1.3 REFERENCES

- A. ASTM D6754 Standard Specification for Ketone Ethylene Ester Based Sheet Roofing
- B. ASTM D 751 Test Methods for Coated Fabrics
- C. UL 790 Underwriters Laboratories (UL) - Fire Hazard Classifications
- D. FM 4470 GM Global (FM) - Roof Assembly Classifications
- E. National Roofing Contractors Association (NRCA) - Roofing and Waterproofing Manual.

1.4 PERFORMANCE REQUIREMENTS

- A. General Performance: completed high-performance membrane roof system and base flashing shall withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction.
- B. Material Compatibility: provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by the MRSM based upon field evidence of the roofing membrane/systems service life cycle greater than 20-years.
- C. Roofing System Design: provide a high-performance membrane roofing system that is identical to roofing systems that have been successfully tested by a qualified testing and inspecting agency to resist wind uplift pressure calculated according to ASCE-7.
- D. Energy Performance: provide a high-performance membrane roofing system that is listed on the EPA website as ENERGY STAR qualified and has an initial Solar Reflective Index equal to or greater than 78.

1.5 SUBMITTAL REQUIREMENTS

- A. Prior to mobilization and commencement of work, the Roofing Contractor shall submit the following:
- B. Sample of MRSM Commercial Roofing Warranty.

- C. If pre-finished metal is called for, submit a color chart for the pre-finished metal for a color selection to be made.
- D. Submit an assembly letter and an approved Pre-Installation Notice / Request for Warranty from the high-performance membrane roof system manufacturer certifying compliance with the system requirements described in the Quality Assurance section of this specification.

1.6 PRODUCTS AND WORK NOT INCLUDED IN THIS SPECIFICATION

- A. Rough Carpentry; wood nailers and wood blocking
- B. Masonry; waterproofing, through-wall flashing, scupper openings
- C. Plumbing; installation of any roof drains
- D. Electrical; rooftop electrical penetrations
- E. Mechanical; rooftop HVAC equipment installation

1.7 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver all materials to the job site in manufacturer's original, unopened containers, with legible labels and insufficient quantity to allow for continuity of work.
- B. Select and operate material handling equipment in a safe manner, guarding against damage to existing construction or newly applied roofing and conforming to the manufacturer's recommendations of handling and storage.
- C. All rolls of membrane shall be stored, lying down, elevated above the roof deck, and completely protected from moisture with tarpaulins. (Manufacturer's packaging is not considered adequate for outdoor storage.)
- D. Insulation and cover board materials shall be elevated on pallets and fully protected from moisture with tarpaulins. (Manufacturer's packaging is not considered adequate protection from moisture.)
- E. Adhesives and sealants shall be safely stored between 50° F and 80°F prior to use.
- F. Flammable materials shall be stored in a cool, dry area away from sparks and open flames. Follow all precautions as outlined in the manufacturer's Material Safety Data Sheets.
- G. Materials, having been determined by the owner/owner's representative to be damaged, shall be immediately removed from the construction site and replaced at no cost to the owner.

1.8 COORDINATION

- A. Prior to installation of materials, a pre-roofing conference shall be held with the Roofing Contractor, General Contractor, owner/owner's representative(s) and representatives of all trades that may be working on the roof / completed membrane to discuss the specified roofing system, coordinate its proper application and the expectations of all parties involved. The authorized Roofing Contractor and the owner/owner's representative shall notify all parties a minimum of fourteen days prior to the meeting.

- B. Plan and coordinate the installation of the roofing system with other trades in such a manner to avoid membrane damage, keeping the complete installation weathertight and in accordance with all approved details and warranty requirements.
- C. A Technical Representative of the MRSM shall be available to make recommendations necessary to ensure compliance with project specifications and specification alternatives due to unforeseen job conditions.
- D. Topics of discussion at the preconstruction meeting may include the following:
 - 1. Utility Usage
 - 2. Sanitary Facilities
 - 3. Material Storage Areas
 - 4. Roof loading areas
 - 5. Site Access
 - 6. Roof Access
 - 7. Project security
 - 8. Rooftop Penetrations
 - 9. Completed Roof Protection
 - 10. Employee parking
 - 11. Location of Walk Pads

1.9 JOB CONDITIONS

- A. Safety
 - 1. Take all necessary precautions regarding worker health and safety when using solvents, adhesives, and hot asphalt.
 - 2. Store flammable liquid and materials away from open sparks, flames, and extreme heat.
 - 3. Take necessary precautions when using solvents and adhesives near fresh air intakes.
 - 4. Comply with all OSHA requirements for construction. It is the Roofing Contractor's responsibility to comply with all state, federal, and local codes, guidelines, and safety requirements.
 - 5. Daily site cleanup shall be performed to minimize debris and hazardous congestion.
 - 6. Roof work involves handling combustible and heavy materials at height, on some occasions directly over other trades working below the roof deck or in cases of occupied buildings, overbuilding occupants. Extreme caution will be utilized when installing the roof to prevent injury to roofing personnel, other trades, building occupants, and property. Listed below is a partial list of safety requirements; additional requirements exist to comply with OSHA and job site regulations.
 - 7. Safety Data Sheets (SDS) shall be maintained on the job site for any roofing materials being stored or installed on the project.

8. Fire suppression equipment will be readily available on the rooftop whenever combustible roofing material is being handled. Protect against fire and flame spread at all times.
9. The Roofing Contractor will establish a safety plan and rooftop evacuation procedures and brief his personnel on appropriate emergency actions.

B. Protection

1. Schedule installation sequence to limit access and utilization of the newly installed membrane for material storage, construction staging, mechanical, and excessive foot traffic.
2. Provide proper protection on all newly completed roofing to avoid damage to the new roofing system.
3. Traffic should be minimized on a freshly laid roof.
4. Protect building walls, rooftop units, windows, and other components during installation.

C. Additional Precautions

1. Adverse weather conditions, e.g. extreme temperature, high winds, high humidity and moisture could have a detrimental effect on adhesives, general production efforts, and the quality of the finished installation. Contact MRSM Technical Services for recommendations and acceptable tolerances.
2. Daily production schedules of new roofing shall be limited to only that which can be made 100% watertight at the end of the day, including all flashing and night seals.
3. All surfaces to receive a new roof system, including insulation and flashing, shall be free from all dirt, debris and be thoroughly dry.
4. Comply with local EPA requirements as published by Local, State, and Federal authorities.
5. All construction debris shall be removed from the construction site and legally dispose of off-site.
6. If a condition is discovered that the project drawings and specifications do not cover, notify the General Contractor and owner's representative immediately, and resolve the conflict. Take appropriate steps to prevent water intrusion into the roof system until such conflict is resolved, and roofing operations are continued.

1.10 WARRANTY

- A. Provide manufacturer's 20 Year NDL (no Dollar Limit). All materials to be warrantied shall be manufactured or supplied by the approved membrane manufacturer.
- B. Provide the Roofing Contractor's warranty covering leaks caused by material defects and or installation workmanship for a period of two years.

1.11 ACCESSIBILITY

The Roofing Contractor shall ensure all of its electronic information, documents, applications, reports, and deliverables required under the 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, Roofing Contractor shall provide clear points of contact for each document and information technology to direct users in how to obtain alternate formats. Further, Roofing Contractor shall develop accommodation strategies for those non-compliant resources and implement strategies to resolve the discrepancies.

2.0 PRODUCT

2.1 GENERAL

- A. All roofing system components shall be manufactured or supplied by approved MRSM.
- B. Unless approved otherwise prior to the project bid, all roofing components are to be manufactured or supplied through approved MRSM and be included in the warranty coverage.
- C. The product shall be **FiberTite, Duro-Last, TremPly**, or approved equal.

2.2 KEE MEMBRANE

- A. Nominal 45-mil ketone ethylene ester (KEE) membrane reinforced with a 5-oz yd² knitted polyester fabric and a 4-oz yd² non-woven polyester heat bonded to the backside, conforming to the typical physical properties as outlined below. The membrane color shall be white.

Physical Properties

| <u>ASTM D 6754-02 Test Method(s)</u> | <u>ASTM D6754 Min. Req.</u> |
|--|-----------------------------|
| Thickness, mm (in.) ASTM D 751 | 0.79 (0.031) |
| Thickness over Fiber mm (in) Optical method (inches) | 0.15 (0.006) |
| Breaking Strength N (lbf) ASTM D 751 proc. B – strip | 1175 (265) |
| Elongation at Break % ASTM D 751 - strip | 15 |
| Tear Strength N (lbf) ASTM D 751 proc. B. tongue tear | 335 (75) |
| Linear Dimensional Change % ASTM D 1204 max % | 1.3 |

| | |
|--|------------|
| Fabric Adhesion N/m (lbf/in) ASTM D 751 | 225 (13) |
| Low Temperature Bend ASTM D 2136 (°F) | -30 |
| Retention of Properties after Heat Aging ASTM D 3045 – 176°F/156 days | |
| Breaking Strength Strip % Original: | 90 |
| Elongation at Break Strip % Original: | 90 |
| Low Temperature Bend after Heat Aging | -30 |
| Change in Weight after Exposure in Water ASTM D 471 158°F, 166h, one side only, max % | 0.0 +6.0 |
| Factory Seam Strength N (lbf) ASTM D 751 Grab Method | 1780 (400) |
| Hydrostatic Resistance Mpa (psi) ASTM D 751 | 3.5 (500) |
| Static Puncture Resistance ASTM D 5602 (99lbf) | Pass |
| Dynamic Puncture Resistance (J) ASTM D 5635 | 10 |
| Accelerated Weathering Practice G 155 / xenon | 5,000 hr. |

| | |
|---|-----------|
| Cracking or Crazing at 7x magnification | None |
| Accelerated Weathering Practice G 154 / UVA | 5,000 hr. |
| Cracking or Crazing at 7x magnification | None |
| Fungi Resistance: Practice G 21, 28 days | |
| Sustained Growth | None |
| Fungi Resistance: Discoloration | None |
| Abrasion Test Cycles ASTM D 3389 H-18 wheel / 1,000 g load | 1,500 |
| Solar Reflective Index (SRI) Color: DC 196 off white | n/a |

B. A 45-mil SM membrane shall be used for all flashing requirements to match the field membrane and warranty expectations selected for the roofing system.

2.3 ROOF ACCESSORIES

Furnish accessories manufactured, marketed, or approved by MRSM required to complete the roof installation to manufacturer's specification.

3.0 EXECUTION AND INSTALLATION

3.1 SUBSTRATE PREPARATION

- A. Surfaces scheduled to receive new membrane roofing shall be free of any standing water, dew, ice, loose debris, or any other contaminants that could impair the quality of the installation.
- B. Substrate shall be smooth, clean and free of sharp edges and projections and obvious depressions that would interfere with the installation of a high-quality, high performance.

- C. Examine all the areas and conditions where work in this section is to be installed. Correct any conditions detrimental to the proper and timely execution of the work. Do not proceed until such conditions have been corrected to the satisfaction of the owner/owner's representative.
- D. Lightweight "Cellular" Insulating Concrete
 - 1. Lightweight Insulating Cellular Concrete, hereinafter referred to as LWIC, shall be installed by trained applicators, approved in writing by the LWIC Manufacturer.
 - 2. LWIC shall be installed in strict accordance with the LWIC manufacturer's installation requirements and standard industry practices.
 - 3. The finished LWIC installation shall exhibit an oven-dry density of a nominal 50 pounds per cubic foot and a minimum compressive strength equal to or greater than 300 psi.
 - 4. Newly installed LWIC shall be protected from the intrusion of free water/rain infiltration.
 - 5. Intruded water must be removed prior to the installation of the new FiberTite Roofing System. Consult the appropriate LWIC manufacturer for methodology.
 - 6. Finished LWIC shall be a minimum thickness of 2 inches, properly cured and dry with moisture content less than 20% by weight and falling toward a target equilibrium of 7%, prior to the installation of the new FiberTite Roofing System.
 - 7. All LWIC decks shall be vented using one-way breather vents; large opening vents (> 6-inch diameter) shall be installed at a rate of one (1) vent per 1,500 sf (15 square), and small opening vents (< 6-inch diameter) shall be installed at a rate of one (1) vent per 1,000 sf (10 square) of the installed membrane.

3.2 INSTALLATION AND GENERAL REQUIREMENTS

- A. Perform all related work specified in other sections of the contract documents necessary for the proper installation of the high-performance roof membrane.
- B. Ensure mechanical fasteners do not penetrate items located within or secured to the bottom of the deck: i.e., electrical conduit, post-tension cables, or other miscellaneous items.
- C. Outside ambient air temperatures must be 40°F and rising during the use of any adhesives.

3.3 INSTALLATION OF WOOD NAILERS (IF REQUIRED)

- A. Install treated lumber at the same heights as the insulation layer or adjacent construction ± 1/4-inch Continuous treated wood nailers are to be installed at all perimeters, around roof projections and penetrations, as shown in approved details.
- B. Where wood nailers are installed directly on the substrate, the substrate shall be carefully examined to confirm that the entire area provides a suitable fastening surface. The appropriate trade shall repair all defects prior to installation.
- C. Nailers shall be at least 3½ inches wide and 1 1/2 inches high and installed and anchored in such a manner to resist a force of 250 lbs. per linear foot of wood blocking in any direction.

3.4 MEMBRANE INSTALLATION

- A. Quality Control
 - 1. It will be the responsibility of the Roofing Contractor to initiate and maintain a QC program to govern all aspects of the installation of the Membrane Roofing System.
 - 2. The project foreman and or supervisor will be responsible for the daily execution of the QC program, which will include but is not limited to the supervision, inspection, and probing of all heat welding incorporated within the Membrane Roofing System.
 - 3. If inconsistencies in the quality of the application of the composite, membrane, and welds are found, all work shall cease until corrective actions are taken to ensure the continuity of the installation.
- B. General
 - 1. Work shall be coordinated to ensure that the sequencing of the installation promotes a 100% watertight installation at the end of each day.
 - 2. Restrictions regarding outside ambient air temperature are relative only to the exposure limits of the workers and adhesives.
 - 3. When using adhesives outside, ambient air temperature shall be above 40°. Curing or drying time of the adhesive will be affected by ambient temperatures and must be taken into consideration when determining flashing lengths.
 - 4. Humidity can affect the drying time of solvent-borne adhesives and cause condensation to form on the newly applied adhesive.
 - 5. Moisture may not be present on the adhesive prior to mating or application of the Membrane Roofing System.
 - 6. New Membrane Roofing Systems shall only be installed over properly prepared and sound substrates, free from excessive surface roughness, dirt, debris, and moisture.

3.5 HOT AIR WELDING

- A. General

1. All field seams exceeding 10 feet in length shall be welded with an approved automatic welder.
 2. All field seams must be clean and dry prior to initiating any field welding.
 3. All welding shall be performed only by qualified personnel to ensure the quality and continuity of the weld.
- B. Hand Welding
1. The lap or seam area of the membrane should be intermittently tack welded to hold the membrane in place.
 2. Properly hand-welded seams shall utilize a 1-1/2-inch-wide nozzle to create a homogeneous weld, a nominal 1-1/2 inches in width.
- C. Automatic Machine Welding
1. Follow all manufacturers' instructions for the safe operation of the automatic welder.
 2. Follow local code requirements for electric supply, grounding, and surge protection.
 3. Properly Automatic Machine welded seams shall utilize a 1-1/2-inch-wide nozzle to create a homogeneous weld, a nominal 1-1/2 inches in width.

3.6 INSPECTION

- A. The job foreman and supervisor shall initiate daily inspections of all completed work, which shall include but is not limited to the probing of all field welding with a dull pointed instrument to assure the quality of the application and ensure that any equipment or operator deficiencies are immediately resolved.
- B. Ensure that all aspects of the installation (sheet layout, attachment, welding, and flashing details) are in strict accordance with the most current MRSM Specifications and Details.
- C. Excessive patching of field seams because of inexperienced or poor workmanship will not be accepted at time of FINAL INSPECTION FOR WARRANTY ACCEPTANCE.

3.7 FLASHING

- A. Clean all vents, pipes, conduits, tubes, walls, and stacks to bare metal. All protrusions must be appropriately secured to the roof deck with approved fasteners.
- B. Flash all curbs, parapets, and interior walls in strict accordance with approved MRSM details.
- C. The base flange of all membrane flashing shall extend out on to the plane of the deck, beyond the wood nailers to a maximum width of 8 inches.
- D. Vertical flashing shall be terminated no less than 8 inches above the plane of the deck with an approved termination bar and counterflashing or metal cap flashing.
- E. Complete all inside and outside corner flashing details with MRSM pre-formed corners or an approved field fabrication detail.
- F. Probe all seams with a dull, pointed probe to ensure the weld has created a homogeneous bond.

3.8 METAL FLASHING

- A. All perimeter edge details are to be fabricated from Polymeric-Clad Metal or utilize a prefabricated Fascia System.
- B. Fasten all-metal flashing to wood nailers or approved substrate with approved fasteners 8 inches on center.
- C. Install metal flashing in accordance with MRSM Published Specifications and Construction Details.

3.9 ROOF DRAINS

- A. Flash all roof drains in accordance with MRSM roof drain details.
- B. Minimum 60-mil non-reinforced membrane shall be used for flashing the drain assembly.
- C. The drain target sheet should be sized and installed to provide for a minimum of 12 inches of exposed 60-mil on all sides of the drain.

3.10 PITCH PANS

- A. EVERY REASONABLE effort shall be made to eliminate the need for pitch pans, including the removal of all existing pans.
- B. In the event of no alternative, fabricate pitch pans from Polymeric-Clad metal, installed in accordance with MRSM details.
- C. Pitch Pans and the sealant will require periodic maintenance by the building owner's maintenance personnel.

3.11 EXPANSION JOINTS

- A. Flash all expansion joints in accordance with authorized/approved details. Fasten all expansion-joint material according to MRSM specifications. Ensure the expansion material has sufficient material to expand to the widest point in expansion without causing undue stress on the expansion-joint material.
- B. If the expansion joint is a "pre-formed" system, the manufacturer, description, and a drawing illustrating the method of installation must be included in the Roofing Contractor's submittals.

3.12 SEALANTS

- A. Apply authorized sealant(s) to all surface mounted reglets and per project requirements. Sealant(s) is to shed water. Follow all manufacturer's instructions and installation guides.
- B. Use primer when recommended by the manufacturer.
- C. Sealants will require periodic maintenance by the building owner's maintenance personnel.

3.13 TEMPORARY SEALS

- A. At the end of each working day or the sign of rain, install temporary, 100% watertight seal(s) where the completed new roofing adjoins the uncovered deck.

- B. If water is allowed to enter beneath the newly completed roofing, the affected area(s) shall be removed and replaced at no additional expense to the building owner.
- C. Prior to the commencement of work, cut out and remove all contaminated membrane, insulation, roof cement or sealant and properly dispose of off-site.

3.14 WALKWAYS

- A. Walkways and protection pads shall be installed at staging areas for rooftop equipment maintenance or areas subject to regular foot traffic as designated by the Contract and drawings.

3.15 LIGHTNING PROTECTION

- A. The installation of lightning protection must be coordinated with the authorized Contractor, certified lightning contractor, and the building owner.
- B. The lightning protection must be installed in such a manner that base plates, air terminals, and cables do not penetrate the roofing membrane without the use of pre-approved flashing details.

3.16 COMPLETION

- A. Remove any debris, excess materials, and scrap materials of any kind from the roof and surrounding premises prior to demobilization.
- B. Inspect all field welds, detailing, and terminations to ensure a 100% the watertight installation.

3.17 WARRANTY INSPECTION

- A. Upon completion of the project, the authorized Roofing Contractor shall complete and submit the MRSM Project Completion Notice.
- B. Upon receipt of the notice of completion, a Technical Representative of the MRSM shall schedule an inspection with a representative of the authorized Roofing Contractor to thoroughly review the installation and verify compliance with MRSM specifications.
- C. Any corrections or modifications necessary for compliance with the specifications and acceptance for warranty (punch list) will be noted on the Final Inspection for Warranty Form.
- D. Upon completion of all punch list items and final acceptance of the installation, a warranty as authorized by the MRSM will be issued.

4.0 MEASUREMENT AND PAYMENT

4.1 SCOPE

- A. The scope of this section of the Technical Specifications is to define further the items included in each Bid Item in the Bid Form section of the Bid Documents. Payment will be made based on the specified items included in the description in this section for each bid item.
- B. All contract prices included in the Bid Form section will be full compensation for all shop drawings, working drawings, labor, materials, tools, equipment, and incidentals necessary to complete the construction as shown on the Drawings and as specified in the Technical

Specifications to be performed under this Contract. Actual quantities of each item bid on a unit price basis will be determined upon completion of the construction in the manner set up for each item in this section of the Specifications. Payment for all items listed in the Bid Form will constitute full compensation for all work shown and specified to be performed under this Contract.

4.2 ESTIMATED QUANTITIES

The quantities shown are approximate and are given only as a basis of calculation upon which the award of the contract will be made. The County does not assume any responsibility for the final quantities, nor shall the Roofing Contractor claim misunderstanding because of such an estimate of quantities. The final payment will be made only for the satisfactorily completed quantity of each item.

4.3 WORK OUTSIDE AUTHORIZED LIMITS

No payment will be made for work constructed outside the authorized limits of work.

4.4 MEASUREMENT STANDARDS

Unless otherwise specified for the particular items involved, all measurements of distance shall be taken horizontally or vertically.

4.5 AREA MEASUREMENTS

In the measurement of items to be paid for based on the area of finished work, the lengths and widths to be used in the calculations shall be the final dimensions measured along the surface of the completed work within the neat lines shown or designated.

4.6 LUMP SUM ITEMS

Where payment for items is shown to be paid for on a lump sum basis, no separate payment will be made for any item of work required to complete the lump sum items. Lump-sum contracts shall be complete, tested, and fully operable prior to the request for final payment. The Roofing Contractor may be required to provide a break-down of the lump sum totals.

4.7 UNIT PRICE ITEM

- A. Separate payment will be made for the items of work described herein and listed on the Bid Form. Any related work not specifically listed but required for satisfactory completion of the work shall be considered to be included in the scope of the appropriate listed work items.
- B. No separate payment will be made for the following items, and the cost of such work shall be included in the applicable pay items of work. Final payment shall not be requested by the Roofing Contractor or made by the County until as-built (record) drawings have been submitted and approved by the County.
 - 1. Shop Drawings, Working Drawings.
 - 2. Product Submittals.
 - 3. Product Samples.
 - 4. Cleanup and miscellaneous work.
 - 5. Testing and placing system in operation.

6. Any material and equipment required to be installed and utilized for the tests.
7. Maintaining the existing quality of service during construction.
8. Appurtenant work as required for a complete and operable system.
9. As-built Record Drawings.

4.8 BID ITEM DESCRIPTIONS

A. BID ITEM #1 – MOBILIZATION / DEMOBILIZATION

1. Measurement and Payment for this Bid Item shall include full compensation for the required 100 percent (100%) Performance Bond, 100 Percent (100%) payment Bond, all required insurance, and permits for the project and the Roofing Contractor's mobilization and demobilization costs as shown in the Bid Form.
2. Mobilization shall be the preparatory work and operations in mobilizing for beginning work on the project; including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site, and for the establishment of temporary offices, storage buildings, safety equipment, first aid supplies, sanitary and other facilities, as required by the Contract and all applicable laws and regulations.
3. Payment for the mobilization/demobilization Bid Item shall not exceed 10 percent (10%) of the total Contract amount. Partial payments for this Bid Item will be made in accordance with the following schedule:

| Percent of Original Contract Amount: | Percent Allowable Payment of Mobilization/Demobilization Bid Item Price: |
|---|---|
| 5 | 25 |
| 10 | 35 |
| 25 | 45 |
| 50 | 50 |
| 75 | 75 |
| 100 | 100 |

4. These payments will be subject to the standard retainage provided in the Contract. Payment of the retainage will be made after completion of the work and demobilization.

B. BID ITEM #2 – DEMOLITION AND REMOVAL OF EXISTING ROOF

1. Payment for all work included in this Bid Item shall include all work necessary to coordinate and administer all parts indicated in the specifications, including but not

limited to the preparation of the substrate surface, removal and disposal of existing roof membrane/system(s) and flashings down to the existing insulation, removal of the existing lightning protection system, preparation of roofing insulation, and wood nailers for roofing attachment as required.

2. Payment for all work included in this Bid Item shall be made at the applicable Contract unit price bid for the work as listed in the Bid Form. Payment will represent full compensation for all labor, materials, equipment, and all incidentals required to complete this Bid Item.
- C. BID ITEM #3 – FURNISH AND INSTALL NEW MEMBRANE ROOF SYSTEM AND ROOFING ACCESSORIES
1. The contract price paid shall include all work necessary to coordinate and administer all parts indicated in the specifications, including but not limited to providing all roofing system components manufactured by an approved MRSM and associated roofing accessories and other roofing-related items need to complete the installation of the High-Performance Membrane Roof system. Roofing components are to be manufactured or supplied by an approved MRSM and included in the Warranty coverage.
 2. The pricing shall include the products as outlined in Section 2.0 Products and meet the manufactured requirements. Roof accessories and other roofing-related items must be manufactured marketed or approved by MRSM as specified or indicated in the specifications or otherwise necessary to provide a complete weatherproof roofing system.
 3. The price will include furnishing and installing the new membrane roofing, flashing, metal flashing, roof drains, pitch pans, expansion joints, walkways, service, and equipment pads, as required and according to MRSM specifications. Re-install and recertify existing lightning protection system, other roofing-related items specified or indicated in the specifications or otherwise necessary to provide a complete weatherproof roofing system.
 4. Payment for all Work under this Bid Item shall be paid for as lump sum price work and in the amount shown in the Bid Form and will be made directly related to the percentage of that portion of the project completed. (i.e., 60% of that portion of the project completion equals 60% payment of that portion of the project).
- D. BID ITEM #4 – REPLACE DAMAGED/ROTTED CURB AND COPING WOOD NAILERS
1. Payment for all work included in this Bid Item shall include all work necessary to replace the damaged/rotted curb and coping wood nailers as listed in the Bid Form. Measurement and payment shall be made for the curb and coping wood nailers successfully replaced and will represent full compensation for all labor, materials, equipment and all incidentals required to remove existing damaged curb and coping wood nailers and for the furnishing and installation of new curb and coping wood nailers for roofing attachment as required to complete this Bid Item
 2. Payment for all work included in this Bid Item shall be made at the applicable Contract unit price bid for the work as listed in the Bid Form. Payment will represent full compensation for all labor, materials, equipment, and all incidentals required to complete this Bid Item.

E. BID ITEM NO. 5: CONTRACT CONTINGENCY

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

4.9 Schedule of Values

Unit Prices shall be established for this Contract by the submission of a Schedule of Values. The Roofing Contractor shall submit a Schedule of Values within **ten days** of Notice to Proceed date. The Schedule shall include quantities and prices of items equaling the total Bid Form Price and will subdivide the work into parts in sufficient detail to serve as a basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of work. Upon request of the County, the Roofing Contractor shall support the values with data which will substantiate their correctness.

4.10 Errors and Omission

The apparent silence of the Specifications as to any detail, or the evident omission of a detailed description concerning the work to be completed and material to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of this Bid Document shall be made upon that basis.

5.0 REQUEST FOR PAYMENT

5.1 REQUIREMENTS INCLUDED

Submit Invoice for Payment to the Project Manager or as directed at the preconstruction meeting, in accordance with the Schedule established by Conditions of the Contract and Agreement between County and Roofing Contractor.

5.2 FORMAT AND DATA REQUIRED

- A. Submit payment requests with itemized data typed in accordance with the Bid Form.
- B. Provide construction photographs in accordance with Contract Documents.

5.3 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

When the County requires substantiating data, Roofing Contractor shall submit suitable information with a cover letter.

5.4 PREPARATION OF APPLICATION FOR FINAL PAYMENT

Submit invoice for payment at times stipulated in the Agreement.

END OF BID ATTACHMENT 2

Bid Attachment 3, 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.

BID ATTACHMENT 4, APPLICATION FOR ENTRY AND PREA FORM



**MANATEE COUNTY SHERIFF'S OFFICE
CORRECTIONS BUREAU
APPLICATION FOR FACILITY ENTRY**



Section A: *To be completed by Visitor / Contracted Employee / Volunteer:*

By completing and signing this form, I authorize a Manatee County Sheriff's Office employee or authorized representative bearing this release, or copy thereof, to obtain my criminal history by conducting an FCIC/NCIC check prior to my being granted entry. Consent is granted for the agency to furnish such information, as is described above, to third parties in the course of fulfilling its official responsibilities. I hereby release you, as the custodian of such records, both individually and collectively from any and all liability for damages of whatever kind, which may at any time result to me, my heirs, family or associates because of compliance with this authorization, or any attempt to comply with it. A photocopy of this form will be as effective as the original.

Printed Name: _____ Date of Birth: _____

Race (White or Black): _____ Sex: _____ Social Security Number: _____

Home Address: _____

Office Phone: _____ Home Phone: _____ Cell Phone: _____

E-mail Address: _____

Florida Private Investigator License (if applicable): _____

Company / Organization Represented: _____

Reason for Facility Entry: _____

Have you ever been convicted?: Yes No If yes, explain: _____

Non-contact visits are conducted on the second floor of the jail where a glass window separates the inmate from the visitor. Participants speak to each other using a telephone. If documents are brought in and require signatures, a Deputy will pass the document over to the inmate for signature and then will return it to the visitor.

If you require a face-to-face contact visit with an inmate (conducted on the 1st floor of the facility); it must be pre-approved by the Operations Commander. Please state the reason why you need a face-to-face contact visit:

WAIVER: By signing below, I hereby acknowledge that the Manatee County Sheriff's Office is hereby released, both individually and collectively, from any and all liability for damages of whatever kind, which may at anytime, result to me as a direct or indirect consequence of any injury or harm inflicted during a contact visit with any inmate in the jail facility and I agree to proceed at my own risk.

Signature: _____

Date: _____

Printed Name: _____

Section B: *To be completed by Authorized Personnel:*

Authorized Personnel completing check: _____ Date: _____

Section C: *To be completed by Operations Manager:*

Face-to-Face visit (1st Floor) Approved: _____ Denied: _____ One time ONLY: _____

Face-to-Face visit (2nd Floor) Approved: _____ Denied: _____ One time ONLY: _____

Signature: _____

Date: _____



MANATEE COUNTY SHERIFF'S OFFICE
Corrections Bureau



Prison Rape Elimination Act (PREA)
Hiring and Promotion Decisions 115.17 (a)(1-3)
Sexual Assault/Abuse Awareness/History Form

The standards for the Prison Rape Elimination Act (PREA) of 2003 (Public Law 108-79 September 4, 2003) were officially signed into federal law August of 2012 to protect the Eighth Amendment rights of all inmates. PREA was enacted by the United States Congress to address the problem of sexual assault of inmates in all penal facilities. PREA requires that standards be developed and implemented for the detection, prevention, reduction and punishment of all sexual abuse/harassment.

It is the responsibility of the Manatee County Sheriff's Office personnel to be familiar with all the information readily available to prevent, detect, report and respond to incidents of sexual abuse and sexual harassment.

In accordance with the Prison Rape Elimination Act of 2003, the Manatee County Sheriff's Office has a zero tolerance policy towards inmate sexual assault, abuse and harassment. The Manatee County Sheriff's Office will investigate all reported incidents of sexual assaulted, abused or harassed and will discipline and/or prosecute those who sexually assault, abuse or harass inmates.

Any employee, volunteer, contractor, vendor or official visitor can and will accept any information from an inmate regarding sexual abuse, sexual assault or sexual harassment and will immediately forward the report to a supervisor. An inmate may feel more comfortable reporting sexual assault, sexual abuse or sexual harassment to someone other than a corrections deputy, and all individuals are legally bound to immediately report the information for further actions including medical and mental treatment, segregation from the suspect, collection of evidence, criminal investigation and other necessary procedures. Time is of the essence in reporting sexual abuse and sexual assault.

The definition of sexual assault/abuse is engaging in, or attempting to engage in, a sexual act with any inmate or the intentional touching of an inmate's genitalia, anus, groin, breast, inner thigh or buttocks with the intent to abuse, humiliate, harass, degrade, arouse or gratify the sexual desire of any person. Sexual acts or contacts between an inmate and a staff member, even when no objections are raised, are always illegal, and by law, considered non-consensual.

Sexual abuse includes -

- (1) Sexual abuse of an inmate, detainee, or resident by another inmate, detainee, or resident; and
- (2) Sexual abuse of an inmate, detainee, or resident by a staff member, contractor, or volunteer.

Sexual abuse of an inmate, detainee, or resident by another inmate, detainee, or resident includes any of the following acts, if the victim does not consent, is coerced into such act by overt or implied threats of violence, or is unable to consent or refuse:

- (1) Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;
- (2) Contact between the mouth and the penis, vulva, or anus;
- (3) Penetration of the anal or genital opening of another person, however slight, by a hand, finger, object, or other instrument; and
- (4) Any other intentional touching, either directly or through the clothing, of the genitalia, anus, groin, breast, inner thigh, or the buttocks of another person, excluding contact incidental to a physical altercation.

Sexual abuse of an inmate, detainee, or resident by a staff member, contractor, or volunteer includes any of the following acts, with or without consent of the inmate, detainee, or resident:

- (1) Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;
- (2) Contact between the mouth and the penis, vulva, or anus;
- (3) contact between the mouth and any body part where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
- (4) Penetration of the anal or genital opening, however slight, by a hand, finger, object, or other instrument, that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
- (5) Any other intentional contact, either directly or through the clothing, of or with the genitalia, anus, groin, breast, inner thigh, or the buttocks, that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
- (6) Any attempt, threat, or request by a staff member, contractor, or volunteer to engage in the activities described in paragraphs (1)-(5) of this section;
- (7) Any display by a staff member, contractor or volunteer of his or her uncovered genitalia, buttocks, or breast in the presence of an inmate, detainee, or resident, and
- (8) Voyeurism by a staff member, contractor, or volunteer.

Voyeurism by a staff member, contractor, or volunteer means an invasion of privacy of an inmate, detainee, or resident by staff for reasons unrelated to official duties, such as peering at an inmate who is using a toilet in his or her cell to perform bodily functions; requiring an inmate to expose his or her buttocks, genitals, or breasts; or taking images of all or part of an inmate's naked body or of an inmate performing bodily functions.

INSTITUTION - (1) The term "institution" means any facility or institution-

(A) which is owned, operated, or managed by, or provides services on behalf of any State or political subdivision of a State; and

(B) which is -

(i) for persons who are mentally ill, disabled, or retarded, or chronically ill or handicapped;

(ii) a jail, prison, or other correctional facility;

(iii) a pretrial detention facility;

(iv) for juveniles -

(I) held awaiting trial;

(II) residing in such facility or institution for purposes of receiving care or treatment; or

(III) residing for any State purpose in such facility or institution (other than a residential facility providing only elementary or secondary education that is not an institution in which reside juveniles who are adjudicated delinquent, in need of supervision, neglected, placed in State custody, mentally ill or disabled, mentally retarded, or chronically ill or handicapped); or

(IV) providing skilled nursing, intermediate or long-term care, or custodial or residential care.

MANDATORY: All Manatee County Sheriff's Office employees, contractors, volunteers and vendors must answer (3) questions required by the PREA 115.17 titled: "Hiring and Promotion Decisions". *(see the last page)*

MANATEE COUNTY SHERIFF'S OFFICE
Corrections Bureau
Prison Rape Elimination Act (PREA)
Sexual Assault/Abuse Awareness/History Form

PREA 117.17 (A) (1-3) *The agency shall not hire or promote anyone who may have contact with inmates, and shall not enlist the services of any contractor or volunteer who may have contact with inmates who answer **YES** to any of the following questions:*

1) Have you ever engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution?

YES NO

2) Have you been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent, was unable to consent or refused?

YES NO

3) Have you been civilly or administratively adjudicated to have engaged in the activity described in question (2)?

YES NO

By signing below you swear and affirm you have truthfully answered the above questions and/or understand the Manatee County Sheriff's Office Zero - Tolerance Sexual Assault, Sexual Abuse and Sexual Harassment policy. Additionally, you confirm you have read and understand the PREA definitions.

*Check here if you are **not** an employee, vendor, volunteer or contractor.*

| | | |
|---------------------------|-------------------------|-----------------------------------|
| _____ Printed Name | _____ Signature | _____ Date |
| _____ Occupation/Title | _____ Company/Agency | _____ Company/Agency Telephone |

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PREA Coordinator Page 3

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, constituting 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. 5845; 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