MANATEE COUNTY GOVERNMENT AGENDA MEMORANDUM

		AND REAL PROPERTY.	THE RESERVE OF THE PARTY OF THE	
SUBJECT	Authorization to Av OV, SWWRF, Imp Reclaimed Water of SEWRF, Improver Reclaimed Water of Variable Frequency Replacement	Automation and ments to the Automation and	TYPE AGENDA ITEM	Consent
DATE REQUESTE	March 29, 2011	ALL PROPERTY OF THE PROPERTY O	DATE SUBMITTED/REVISED	March 16, 2011
BRIEFINGS? Wh	0? N/A		CONSEQUENCES IF DEFERRED	N/A
DEPARTMENT/DIVIS	Financial Manage	ment/Purchasing	AUTHORIZED BY TITLE	Jim Seliffed, Director
CONTACT PERSO TELEPHONE/EXTEN	I D I BOD I IIIDDA	ert, C.P.M, CPPO	PRESENTER/TITLE TELEPHONE/EXTENSION	Chuck Froman , Project Manager, X 7333/ Bruce Simington, Project Management Div. Mgr, Public Works X 7331/
ADMINISTRATIV	E APPROVAL			Divingit, sens trems
		ACTION DESIR		
And the state of t	CATE WHETHER 1) REPORT; 2)	DISCUSSION; 3) FORM	OF MOTION; OR 4) OTHER AC	CTION REQUIRED
Award IFB #10-3 Automation and VFD Replacemer authorize the Co certificate of ins	unty Administrator, or his durance.	designee to execute (contract documents, payr	to the Reclaimed Water claimed Water Automation and ount of \$1,754,000.00 and to ment / performance bonds and
Federal/State la	EN/ w(s), administrative ruling(s), Ma	ABLING/REGULATING anatee County Comp Pla		rdinances, resolutions, policy
	de of Laws, Chapter 2-26 M d by the County Administrate		hasing Ordinance, Section	2-26-41 and the Standards and
(BACKGROUND/DISC	CUSSION	
Facility and replacement Background/		amation Facility (SE' ive (VFD). age 2.		e Southwest Water Reclamation or the SEWRF also includes the
Check appropriate box				
	REVIEWED	1.10、10、40、11、11、11、11、11、11、11、11、11、11、11、11、11		
	Written Comr			orney (Attorney's initials: ()
		apparent legal issues.)		^^^\
		lizes exact form of proc	edure previously approved by	CAO.)
	OTHER	Nasa.	O TO DOADD DECORDS.	
ATTACHMENTS: (List			S TO BOARD RECORDS:	
Department Memo date Engineer of Record Re Bid Tabulation Executed Agreement (2 Payment / Performance Certificate of Insuran	commendation 2/11/2011 2 copies) e Bonds (2 copies)	2 nd Original to: I Clearwater, FL Copy of Signatu	Board Records. Brandes Design-Build, Inc., 2 33765 ure Page to Gwen Richards, I Division, Olga Valcich, Purcha	Marsha Colburn, Project sing Division
COST:	\$1,754,000.00		SOURCE (ACCT # & NAMI	4146016392-534000- 6016392-0004 / Water & Sewer Capital Projects
COMMENTS:	N/A		FREQ. OF RECURRING COST	

/ 1/11, 10

• The scope of work included in this contract consists of improvements to both the Southwest Water Reclamation Facility located at 65th Street West, Bradenton, FL and the Southeast Water Reclamation Facility located at Lena Road in East Bradenton, FL.

The <u>SWWRF</u> improvements will include abandoning an in-place existing 24-inch butterfly valve, abandoning a group of a 24-inch pipe approximately 150 feet in length. Install meter assembly with back pressure sustaining valve, 30-inch valve and motor operation on an existing reclaimed water main, modifying existing irrigation meter assemblies; install various electronic instrumentation and necessary equipment and structures to tie into the existing SCADA system (Supervisory Control and Data Acquisition).

The SEWRF improvements include the installation of a 24-inch meter assembly into the ABW Filter Splitter Box to measure combined flow from the reclaimed water storage pumps, install 24-inch magnetic meter, and various sized effluent meter assemblies. The SEWRF also includes the installation of a Variable Frequency Drive (VFD) which aids in the pressure control of water flow.

10/27/2010 – 2/7/2011, appropriate bid procedures were followed. Notice of Bid availability was broadcast to on thousand nine hundred thirty-one (1931) suppliers via Onvia DemandStar, www.mymanatee.org and to the Manatee Chamber of Commerce. Fourteen (14) suppliers were directly solicited of which ten (10) are local contractors. One hundred sixteen (116) plan holders were noted on Demand Star. A total of twelve (12) bids were received: Four (4) bids from Manatee County, one (1) from Sarasota County, one (1) from Pinellas County, two (2) from Hillsborough County, one (1) from Alachua County, two (2) from Broward County and one (1) from Okeechobee County. The twelve bids received were as follows:

Contractor	Bid "A"	Bid "B"
Brandes Design-Build, Inc. Clearwater, FL	\$1,754,000.00	\$1,754,000.00
Wharton-Smith, Inc. Tampa, FL	\$1,887,000.00	\$1,887,000.00
RTD Construction, Inc. Zephyrhills, FL	\$1,992,500.00	\$1,992,500.00
John J. Kirlin, LLC Ft. Lauderdale, FL	\$2,040,000.00	\$2,060,000.00
Beach Construction Company, Inc. Gainesville, FL	\$2,071,700.00	\$2,071,700.00
TLC Diversified, Inc. Palmetto, FL	\$2,109,000.00	\$1,989,000.00
Cardinal Contractors Lakewood Ranch, FL	\$2,180,362.00	\$2,180,362.00
Close Construction, Inc. Okeechobee, FL	\$2,397,944.00	\$2,397,944.00
Seavy & Associates, Inc. Tampa, FL	\$2,212,514.00	\$2,085,214.00
Westra Construction, Inc. Palmetto, FL	No Bid	\$2,097,000.00
Woodruff & Sons, Inc. Bradenton, FL	\$2,474,745.72	\$2,474,745.72
GlobeTec Construction Deerfield Beach, FL	\$2,692,930.00	\$2,493,030.00

- 2/18/2011 Project Management staff recommended award to the lowest, responsive, responsible bidder, Brandes Design-Build, Inc., Clearwater, FL (Pinellas County), Bid "A" in the amount of \$1,754,000.00 with a construction completion time of one hundred eighty (180) calendar days.
- Funding Source for this contract is Water & Sewer Capital Projects.

MEMORANDUM

PUBLIC WORKS DEPARTMENT

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



Phone: 941-708-7450 Fax: 941-708-7549 www.mymanatec.org

To:

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

From:

Bruce Simington, Project Management Division Manager,

Date:

February 18, 2011

Subject:

SEWRF & SWWRF Reclaim Water Automation

Brandes Design-Build, Inc.

Recommendation for Award - IFB 10-3586-OV

The bids for the above referenced project have been reviewed by staff. The bid tabulation form is attached for your review. It is recommended that the contract 'A', with a construction time of 180 calendar days be awarded to the lowest responsive, responsible bidder, Brandes Design-Build, Inc. in the amount of \$1,754,000.00 and in accordance with the terms and conditions of the bid package. Upon completion of project award, please provide a copy of the purchase order assigned to the contractor. The funding source for this contract is Water & Sewer Capital Projects.

Please contact Chuck Froman if you have any questions regarding the attached documents.

Thank you for your continued assistance.

Cc: Dan Gray, Director, Utilities

Ron Schulhofer, Director, Public Works

Sia Mollanazar, P.E., Deputy Director, Engineering Services

Chuck Froman, Project Manager CAF

Prony Bonnaire Fils, Sr. Engineering Tech. w/attachments

Project File: 6013792 & 6016392 9.2



SURVEYORS

PLANNERS 01024-0129 (54)

February 11, 2011

Mr. Chuck Froman, PE Project Manager Manatee County 1112 Manatee Ave West Suite 803 Bradenton, Florida 34205

SWWRF Reclaimed Water Automation RE: SEWRF Reclaimed Water Automation And VFD Replacement Bid Recommendation – IFB – 10-3586-OV

Dear Mr. Froman:

The work to be performed at the SWWRF consists of removal and replacement of a 24-inch butterfly valve at the North Pond; abandon in place a 24 inch butterfly valve for the existing outfall to the North Pond; abandon and grout the 24 inch pipe, approximately 150 feet at the North Pond; install a 24 inch meter assembly and fill structure; install 30 inch valve and motor operator on a 30 inch RCW main; modify the existing irrigation meter assembly at the HS RCW PS; install a 20 inch meter assembly and reverse deadman; and instrumentation to tie into the SCADA system. The work to be performed at the SEWRF consists of replacing a 30 inch MARS metering assembly; install a 24 inch meter assembly at the ABW Filter Splitter Box; install a 24 inch magnetic meter at the reject pond; install a 12 inch metering assembly and PS instrumentation; install a 16 inch metering assembly; install a 30 inch BFV and SCADA interface; install 16 inch metering assemblies; install 12 inch BFV and SCADA interface; motor actuators on various existing valves; purchase and install VFDs for the HS RCW PS; and instrumentation to tie into the SCADA system.

Twelve (12) bid submittals for the above referenced project were opened on February 7, 2011. All twelve bid submittals received were from the County's prequalified water and sanitary sewer listing.

1365 Hamlet Avenue The Engineer's estimated construction cost total \$2,936,000.00. All twelve vendors Clearwater, FL 337 swere lower than the estimated construction cost. The apparent low bid of \$1,754,000.00 is approximately 40 percent below the engineering estimate. Please refer to the attached bid tabulation for the break down of the bids received.

727.442.7196 Upon review of the bids, it was determined that the apparent low bidder, Brandes Fax 727.461.38 Design Build Inc., complied with the bidding requirements and is the lowest

MINDO THINKIN

www.mckimcreed.com

responsive, responsible bidder. Based on the information submitted with the bids, McKim & Creed recommends that Brandes Design Build Inc. be awarded the 180 day project in the amount of \$1,754,000.00

Should you have any questions or require any additional comments, please do not hesitate to contact me at the below number.

Sincerely,

McKim & Creed, PA

Matthew Love, P.E. Project Manager

Enclosures: (1)

CC: Project File w/Encl.

BID TABULATION SWWRF RCW Automation SEWRF RCW Automation VFD Replacement Project IFB # 10-3586-OV

180 Calen	180 Calendar Days of Completion Time - 19, d '14'	4			IFB # 10-3586-OV				
BID ITEM	DESCRIPTION	UNIT	ě	RTD Construction Inc Zephyrhills R. 813-783-9119	Seavey & Associac Tampa FL 941-866-2676	TLC Diversifed Inc. salmetto FL 94	Westra Construction Corp II Palmetto FL 941-723-1611	Wharton Smith Inc. Tampa FL 813-288-0068	Woders! & Sons Inc. Fred 1871.
100000000000000000000000000000000000000		100000	GEOX	Unit/Extended	Unit/Extended	Unit/Extended	Unit/Extended	Unit/Extended	Unit/Extended
_	SWWRF Mobilization/Demobilization	SI	_	\$ 15,000.00	\$ 97,150.00	\$ 30,000.00	No Bid	\$ 33,000,00	\$ 20.389.46
2	24 inch North Pond Influent Relocation	S	-	\$ 174,300.00 \$	\$ 149,036.00 \$	\$ 152,000.00	No Bid	\$ 139,000,00	\$ 182,694.93
e	30 inch MARS Valve & Motor Operation Installation near ABW Filter	รา	-	\$ 75,200.00	\$ 83,814.00 9	\$ 40,000.00	No Bid	\$ 45,000.00	\$ 86,237.99
4	12 inch Irrigation Assembly Modifications	LS	-	\$ 54,900.00 \$	\$ ** 27,877.00	\$ 22,000.00	No Bid	\$ 25,000.00	\$ 39.538.46
5	20 inch Meter Assembly for Middle and South Pond Return Water Improvements	SI	-	\$ 53,100.00		\$ 51,000.00	+	\$ 31,000.00	\$ 70,556.06
9	Instrumentation & Equipment for SCADA Connection	1.5	-	\$ 170,000.00	\$ 191,245.00	00:000'000'00	No Bid	\$ 185,000.00	\$ 159,707,10
7	SWWRF Miscellaneous Work & Cleanup	LS	-	\$ 00:008'9	\$ 7,557.00	\$ 84,000.00	No Bid	\$ 8,500.00	\$ 20,201.25
œ	SWWRF Discretionary Work	1.5		\$ 00:000'08 \$	\$ 00:000'08 \$	00:000'08	-	\$ 80,000.00	\$ 80,000.00
Subtotal f	Subtotal for SWWRF			\$ 629,300.00	\$ 688,222.00 \$	\$ 566,000.00 No Bid	No Bid	\$ 546,500.00	\$ 659,325.25

BID ITEN	1 DESCRIPTION	TINO	YTO	Unit/Extended	Unit/Extended	Unit/Extended	Unit/Extended	Unit	/Extended	Unit/Extended
6	SEWRF Mobilization/Demobilization	SI	_	\$ 25,000.00	\$ 107,150.00 \$	73,000.00	No Bid	\$	94.000.00	20.389 46
10	In Plant Improvements	SJ	-	\$ 160,400.00	\$ 182,524.00 \$	189,000.00 No Bid	No Bid	\$	184,000.00	172.170.30
11	South Lake 1 Improvements	57	-	\$ 223,300.00	\$ 150,525.00 \$	176,000.00 No Bid	No Bid	\$	96,500.00 \$	199,050.23
12	East Lake Improvements	SI	-	\$ 39,200.00	\$ 81,493.00 \$	23,000.00	No Bid	55	94,000.00	151,334,14
13	South Lake 2 Improvements	rs	-	\$ 149,400.00	\$ 178,100.00 \$	201,000.00	No Bid	\$	138,000.00	198.454.87
14	MARS Metering Improvements	ST	-	\$ 291,000.00	\$	206,000.00	No Bid	\$	198,000.00 \$	346.042.97
15	VFD Replacement	ST	-	\$ 149,300.00	\$ 190,000.00 \$	171,000.00	No Bid	\$	188,000.00	156.774.45
16	Instrumentation & Equipment for SCADA Connection	SI	-	\$ 140,600.00	\$ 000000000	227,000.00	No Bid	\$	153.000.00 \$	344,353.80
17	SEWRF Miscellaneous Work and Cleanup	ST	-	\$ 5,000.00	\$ 20,000.00 \$	00:000'26	No Bid	\$	15,000.00 \$	46,850,25
18	SEWRF Discretionary work			\$ 180,000.00	\$ 180,000.00 \$	180,000.00		\$	180,000.00	180,000.00
Subtotal	Subtotal for SEWRF			\$ 1,363,200.00	\$ 1,524,292.00 \$	1,543,000.00 No Bid	lo Bid	8	1,340,500.00 \$	1,815,420.47

Total Amount Based Bid on 180 Day Calendar Completion	tion	₩.
Acknowledge Addendum #1 thru and including #5		1
Site Visit		
The Florida Trench Safety Act		
Contractor's Questionnair		
License Requirement - General Contractor		
Durg Free Work Place Certification		
Public Contracting and Environmental Crimes Certification	uo	
Bid Bond		
Affidavit as to Local Business		
		3

No**Affidavit is not a requirement to submit a bid	Yes**Affidavit is not a requirement to submit a bid	No**Affidavit is not a requirement to submit a bid	No**Affidavit is not a requirement to submit a bid requirement and the submit a bi	No"Affidavit is not a requirement to submit a bid	No**Affidavit is not a requirement to submit a bid
Yes	Yes	Yes	Хes	Yes	Yes
Yes	Yes	Yes	Yes	Yes	×,
Yes	Yes	Yes	Yes	Yes	χes
Yes	Yes	Yes	Yes	Υes	Yes
Yes	Υes	Yes	Yes	Yes	Yes
Yes	Yes	Yes	Yes	χes	Yes
Yes	χex	Yes	Yes	Yes	Yes
Yes	Yes	Yes	Yes	Yes	Yes

2,474,745.72

1,887,000.00 \$

2,109,000.00 No Bid

2,212,514.00 \$

1,992,500.00 \$



PREPARED BY ENGINEER
REVIEWED BY PROJECT MANAGER
APPROVED BY PURCHASER

BID TABULATION SWWRF RCW Automation SEWRF RCW Automation VFD Replacement Project IFB # 10-3886-OV

	THE REAL PROPERTY AND ADDRESS OF THE PARTY AND								
BID ITEM	DESCRIPTION	E NO	£	Brandes Design Build Clearwater FL. 727-445-7544	Beach Construction Co Inc Gainesville Ft. 582-535-5596	Cardinal Contractors, Inc Lakewood Ranch FL 941-377-8555	Close Construction Inc Okeechobee FL 863-467-0831	GlobeTec Constr. LLC Deerfield Beach FL 954-590-3305	John J Kirlin LLC Ft Lauderdale FL 91 739-8100
		2000	September	Unit/Extended	Unit/Extended	Unit/Extended	Unit/Extended	Unit/Extended	Unit/Extended
	SWWRF Mobilization/Demobilization	LS.	-	\$ 40,000.00	00.000,000 30,000.00	\$ 20,000.00	00:000:06	S.	٠
2	24 inch North Pond Influent Relocation	LS	-	\$ 140,300.00	8	\$ 144,983.00	\$ 165,543.00	\$ 2	
ю	30 inch MARS Valve & Motor Operation Installation near ABW Filter	SI	1	\$ 53,400.00	\$	\$ 33,412.00	\$ 59,565.00	\$	- 8
4	12 inch Irrigation Assembly Modifications	LS.	1	\$ 31,700.00	0 \$ 15,000.00	\$ 31,663.00	\$ 45.626.00	\$ 65,000,00	10 400 00
5	20 inch Meter Assembly for Middle and South Pond Return Water Improvements	2.1	1		\$ 45,000.00		\$ 68,280.00	· 45	S
	Instrumentation & Equipment for SCADA Connection	LS	1	\$ 100,000.00	0 \$ 135,000.00	\$ 68,510.00	\$ 227,000.00	\$ 225,000.00	150,700,00
7	SWWRF Miscellaneous Work & Cleanup	LS	-	\$ 5,000.00	\$ 10,000.00	+	\$ 15,000.00	45	, 4
8	SWWRF Discretionary Work	LS	-	\$ 80,000.00	\$ 80,000.00	80,000.00			
otal fo	Subtotal for SWWRF			\$ 492,400.00	\$ 465,000.00	\$ 504,725.00	\$ 751,014.00	\$ 793,030.00	8
BID ITEM	DESCRIPTION	UNIT	É	Unit/Extended	Unit/Extended	Unit/Extended	Unit/Extended	UnivExtended	Unit/Extended
6	SEWRF Mobilization/Demobilization	LS.	_	\$ 110,000.00	00.000008 \$ 00.0000.00	\$ 20,000.00	\$ 110,000.00	₩	99
10	In Plant Improvements	1.5	-	\$ 175,000.00	0 \$ 125,000.00	\$ 198,277.00	\$ 230,495.00	\$	5
	South Lake 1 Improvements	SI	_	\$ 105,600.00	\$ 138,700.00	\$ 130,498.00	\$ 158,530.00	\$	
	East Lake Improvements	1.5	-	\$ 62,400.00	\$ 35,000.00	+-	\$ 93,408.00	\$	5
	South Lake 2 Improvements	LS	-	\$ 105,000.00	00:000'56	\$ 42,587.00	\$ 184,546.00	\$	\$
	MARS Metering Improvements	S.1		\$ 175,000.00	\$	\$ 267,762.00	\$ 286,051.00	\$ 363,000.00	× ×
1	VFD Replacement	LS	-	\$ 148,600.00	\$ 320,000.00	\$ 455,488.00	\$ 178,900.00	\$ 180,000.00	s
	Instrumentation & Equipment for SCADA Connection	SJ	-	\$ 190,000.00	\$ 359,000.00	\$ 141,000.00	\$ 200,000.00	\$ 168,000.00	\$
	SEWRF Miscellaneous Work and Cleanup	LS	-	\$ 10,000.00	\$ 14,000.00	\$ 205,160.00	\$ 25,000.00	\$	\$
18 S	SEWRF Discretionary work			\$ 180,000.00	\$ 180,000.00	\$ 180,000.00	\$ 180,000.00	\$ 180,000.00	\$ 18
ital for	Subtotal for SEWRF			\$ 1,261,600.00	0 \$ 1,606,700.00	\$ 1,675,656.00	\$ 1,646,930.00	\$ 1,899,900.00	\$ 1,
Amou	Total Amount Based Bid on 180 Day Calendar Completion	Ħ		\$ 1,754,000.00	\$ 2,071,700.00	\$ 2,180,381.00	\$ 2,397,944.00	\$ 2,692,930.00	\$ 2,039,400.00
ے	Acknowledge Addendum #1 thru and including #5			Yes	Xes	8	X	Voc	^
S	Site Visit		Terreb Aura	Yes	Yes	, se) <u>%</u>	S & X	6 8 - >
	The Florida Trench Safety Act		-	Yes	Yes	Yes	¥ 50) X	S 46 X
	Contractor's Questionnair			Yes	Yes	×8×	, Xes	, X	S &
	License Requirement - General Contractor			Yes	Yes (copy included)	Yes	χes	. S	88 %
<u> </u>	Durg Free Work Place Certification			Yes	Yes	Yes	Yes	Yes	Yes
	Public Contracting and Environmental Crimes Certification			Yes	Yes	χes	Yes	Yes	Yes
<u>u.</u>	Bid Bond			Yes	Yes	Yes	Yes	Yes	χ,
	Affidavit as to Local Business		***************************************	Yes**Affidavit is not a	No**Affidavit is not a	Yes**Affidavit is not a	No**Affidavit is not a	No"*Affidavit is not a	Vac** Afficiant is not a
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**Error in addition Corrected per Article A29

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1 5 1 5 10,000 5	вто ттем		UNIT	È		Beach Construction Co Inc Gainesville FL 332-335-5556	Cardinal Contractors, Inc Lakewood Ranch FL 941-377-8585	Close Construction Inc Okeechobee FL 863-467-0831	GlobeTec Constr, LLC Deerfield Beach FL 954-590-3305	John J Kirlin LLC R Landerdale FL 954-759-6100
1 5 4 40,000.00 5 20,000.00 5 144,582.00 5 165,542.00 5 165,642.00			100			Unit/Extended	Unit/Extended	Unit/Extended	Unit/Extended	Unit/Extended
1 5 1 5 140,200.00 5 120,000.00 5 134,495.00 5 136,542.00 5 136,000.00 5 136,495.00 5 136,642.00 5 136,640.00 5 136,495.00 5 136,4	_	SWWRF Mobilization/Demobilization	rs	-		00:000'06 \$			8	ı
1. 4 5 1. 5	2	24 inch North Pond Influent Relocation	SJ			\$ 120,000.00				
1 5 1, 1 5 1,000 5	æ	30 inch MARS Valve & Motor Operation Installation near ABW Filter	SI	ţ		\$ 30,000.00	\$ 33,412.00		\$	
1. 5 1. 5 1.000000 5 1.35,000.00 5 1.82,000.00	4	12 inch Irrigation Assembly Modifications	LS	-		\$ 15,000.00	\$ 31,663.00			10 400 00
15 1 1 1 1 1 1 1 1 1	c	20 inch Meter Assembly for Middle and South Pond Return Water Improvements		-		45,000.00				
1. 5 1. 5 1.000000 5 1.000000 5 1.000000 5 1.000000 5 1.000000 5 1.000000 5 1.000000 5 1.000000 5 1.000000 5 1.000000 5 1.000000 5 1.000000 5 1.0000000 5 1.0000000 5 1.0000000 5 1.0000000 5 1.0000000 5 1.	9	Instrumentation & Equipment for SCADA Connection	LS	-		135,000.00	68,510.00			150 700 00
1 5 1 1 1 2 1 2 20,000.00 5 20,000.00	7	SWWRF Miscellaneous Work & Cleanup	LS	-		10,000.00	84,495.00			
1	œ	SWWRF Discretionary Work	LS	-		80,000,00	80,000.00			
1 5 11,000.00 5 12,000.00 5 110,000.00 5	Subtotal f	or SWWRF				\$ 465,000.00	504,725.00	7	2	
1 5 110,000.00 5 120,000.00 5 110,000.00	BID ITEM		CNIT	YLD		Unit/Extended	Unit/Extended	Unit/Extended	Unit/Extended	Unit/Extended
1 5 1 5 175,000.00 5 186,277.00 5 186,270.00 5 186,200.00 5 186,2	6	SEWRF Mobilization/Demobilization	SI	1		80,000,00			\$ 87,100.00	\$ 80,000.00
1 5 1 1 1 1 1 1 1 1	10	In Plant Improvements	LS	-	·	125,000.00	198,277.00		252,000.00	\$ 147,500.00
1. 5	11	South Lake 1 Improvements	SJ	-		\$ 138,700.00	130,498.00		145,000.00	
1 5 105,000.00 5 267,702.00 5 186,546.00 5 268,000.00 1 267,702.00 5 267,702.00 5 268,000.00 2 267,702.00 2 268,000.00 2 267,702.00 2 268,000.00 2 267,702.00 2 268,000.00 2 267,702.00 2 268,000.00 2 267,702.00 3 268,000.00	12	East Lake Improvements	L.S	-		35,000.00	34,884.00		165,000.00	
1 5 1 5 175,000.00 5 260,000.00 5 265,7762.00 5 175,000.00 5 245,4880.0 5 175,000.00 5 180,	13	South Lake 2 Improvements	SI	-		00:000'56	42,587.00	,		\$ 71,500.00
LS 1 5 148,600.00 5 320,000.00 5 175,000.00 5 175,000.00 5 180,000.00	14	MARS Metering Improvements	SJ	-		260,000.00	267,762.00		343,000.00	\$ 150,000.00
LS 1 5	15	VFD Replacement	LS	-		320,000.00	455,488.00		180,000.00	\$ 504,000.00
1 5 10,000,000 5 14,000,000 5 180,	16	Instrumentation & Equipment for SCADA Connection	SJ	-		359,000.00	141,000.00		151,900.00	
\$ 126,1000.00 \$ 180,0000.00 \$ 180,0000.00 \$ 180,0000.00 \$ 180,0000.00 \$ 180,0000.00 \$ 1,646,930.00 \$ 1,788,0000.00 <td>17</td> <td>SEWRF Miscellaneous Work and Cleanup</td> <td>SJ</td> <td>-</td> <td></td> <td>14,000.00</td> <td>205,160.00</td> <td></td> <td>16,000.00</td> <td>\$ 6,400.00</td>	17	SEWRF Miscellaneous Work and Cleanup	SJ	-		14,000.00	205,160.00		16,000.00	\$ 6,400.00
\$ 1,261,600.00 \$ 1,606,700.00 \$ 1,675,656.00 \$ 1,646,930.00 \$ 1,788,000.00 \$ 1,754,000.00 \$ 2,071,700.00 \$ 2,180,381.00 \$ 1,646,930.00 \$ 1,788,000.00 Yes	18	SEWRF Discretionary work				180,000.00	180,000.00		180,000.00	18
Yes Yes <td>Subtotal fo</td> <td>or SEWRF</td> <td></td> <td></td> <td></td> <td>1,606,700.00</td> <td>1,675,656.00</td> <td></td> <td>1,788,000.00</td> <td>\$ 1,413,400.00</td>	Subtotal fo	or SEWRF				1,606,700.00	1,675,656.00		1,788,000.00	\$ 1,413,400.00
uding #5 Yes Ye	Total Amo	ount Based Bid on 240 Day Calendar Completic	uo		\$ 1,754,000.00	2,071,700.00	2,180,381.00		2,493,030.00	1,999,400.00
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New Yes		Durg Free Work Place Certification			Yes	Yes	Yes	Yes	Yes	Yes
as to Local Business Yes		Public Contracting and Environmental Crimes Certification			Yes	Yes	Yes	Yes	Yes	Yes
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BID TABULATION

240 Calendar Days of Completion Time - 18, 0/ " | " SWWRF RCW Automation SEWRF RCW Automation VFD Replacement Project IFB # 10-3586-OV

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REVIEWED BY PROJECT MANAGER PARAMENT APPROVED BY PURCHASER

IFB #10-3586-OV
Southwest Water Reclamation Facility – Improvements to the Reclaimed Water Automation and Southeast Water Reclamation Facility – Improvements to the Reclaimed Water Automation and VFD Replacement

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

THIS AGREEMENT is made and entered into by and between the COUNTY OF MANATEE, a political subdivision of the state of Florida, hereinafter referred to as the "COUNTY" and <u>Brandes Design-Build</u>, <u>Inc.</u>, hereinafter referred to as the "CONTRACTOR," duly authorized to transact business in the state of Florida, with offices located at <u>2151 NE Coachman Rd.</u>, <u>Clearwater</u>, <u>FL (Ph: 727-445-7544)</u>.

Article 1. WORK

CONTRACTOR shall furnish all labor, materials, supplies, and other items required to complete the Work for IFB No. IFB#10-3586-OV / Improvements to the Reclaimed Water Automation at the Southwest Water Reclamation Facility (SWWRF) (Project No. 6016392) and Improvements to the Reclaimed Water Automation at the Southeast Water Reclamation Facility (SEWRF) and VFD Replacement, (Project No. 6013792) Bradenton, Manatee County, FL in strict accordance with Contract Documents and any duly authorized subsequent addenda thereto, all of which are made a part hereof.

Article 2. ENGINEER

The County of Manatee, Project Management Department, is responsible as the COUNTY and McKim & Creed Engineers, P.A. hereinafter referred to as "ENGINEER," designed this project and is responsible for technical/engineering reviews and decisions. The ENGINEER is a member of the COUNTY'S project management team which is collectively responsible in ensuring the Work is completed in accordance with the Contract Documents

IFB #10-3586-OV

Southwest Water Reclamation Facility – Improvements to the Reclaimed Water Automation and Southeast Water Reclamation Facility – Improvements to the Reclaimed Water Automation and VFD Replacement

All communications involving this project will be addressed to Chuck Froman, Project Manager, Public Works Department, Project Management Division and to McKim & Creed Engineers. All Invoices will be addressed to Mr. Froman, with copies of invoices to McKim & Creed.

County of Manatee
Public Works Department
Project Management Division
Attn: Chuck Froman
IFB #10-3586-OV
1022 26th Avenue East
Bradenton, FI 34208

Phone: (941) 708-7450, Ext. 7333

McKim & Creed Engineers, P.A., Engineer of Record Attn: Ms. Diane Achinelli and Mr. Matthew Love 1365 Hamlet Avenue

Clearwater, FL 33765 Phone: 727-442-7196

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

Article 3. CONTRACTOR'S REPRESENTATIONS

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

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

Southwest Water Reclamation Facility – Improvements to the Reclaimed Water Automation and Southeast Water Reclamation Facility – Improvements to the Reclaimed Water Automation and VFD Replacement

- 3.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Bid Documents with respect to existing underground facilities at or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. Any additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said underground facilities conducted by the CONTRACTOR will be done at the CONTRACTOR'S expense.
- 3.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Bid.
- 3.6 CONTRACTOR has given COUNTY written notice of all conflicts, errors or discrepancies that have been discovered in the Bid Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR.
- 3.7 CONTRACTOR shall schedule and perform the Work subject to COUNTY'S approval and shall hold COUNTY harmless from all liabilities incurred due to CONTRACTOR'S failure to coordinate with the COUNTY.

Article 4. CONTRACT DOCUMENTS

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

- 4.1 This Agreement and Bid Document IFB#10-3586-OV
- 4.2 Performance and/or other Bonds and Insurance Certificate(s)
- 4.3 Drawings (not attached)
- 4.4 Addenda number 1 to 5 inclusive.
- 4.5 CONTRACTOR'S Bid Form and any other information submitted by Contractor prior to Notice of Award.

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

Article 5. MISCELLANEOUS

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

IFB #10-3586-OV
Southwest Water Reclamation Facility – Improvements to the Reclaimed Water Automation
and Southeast Water Reclamation Facility – Improvements to the Reclaimed Water Automation and VFD
Replacement

The OWNER will pay, and the CONTRACTOR will accept in full consideration for the performance of the Work (IFB No. #10-3586-OV – Improvements to the Reclaimed Water Automation at the Southwest Water Reclamation Facility (SWWRF), (Project No. 6016392) and Improvements to the Reclaimed Water Automation at the Southeast Water Reclamation Facility (SEWRF), and VFD Replacement (Project No. 6013792) Bradenton, Manatee County FL) subject to additions and deduction as provided therein, the sum of One Million, Seven Hundred Fifty-Four Thousand Dollars and Zero Cents. (\$1,754,000.00) for Bid "A" based on Completion Time of 180 calendar days and the sum of \$1,914.00 as liquidated damages for each calendar day of delay.

	Brandes Design-Build, Inc.
	CONTRACTOR
	BY: Signature
	Kevin M. Klaus, President
	Name and Title of Signer (printed)
	Date: 3/11/2011
MANATEE COUNTY GOVERNMENT	•
BY:Signature	For the County
R. C. "Rob" Cuthbert, C.P.M., CPPO, Pur Name and Title of Signer	chasing Official
Date:	

FRONT PAGE OF PUBLIC PAYMENT BOND

Florida Statute 255.05

BOND NO. 5956259

CONTRACTOR: Brandes Design-Build, Inc.

2151 NE Coachman Road Clearwater FL 33765

727-445-7544

SURETY: Westfield Insurance Company

1 Park Circle

Westfield Center, OH 44251

330-887-0980

AGENT: Nielson, Wojtowicz & Associates, Inc.

1126 Central Avenue, Suite 200

St. Petersburg, FL 33705

(727) 209-1803

OBLIGEE: Manatee County

112 Manatee Avenue West

Bradenton, FL 34205

941-749-3055

PROJECT: Bid #10-3586-OV/ Southwest Water Reclamation Facility; 501 65th Street West Bradenton, FL 34210 and Southeast Water Reclamation Facility; 3331 Lena Road Bradenton, FL 34202

Westfield Insurance Company

Westfield Group® 1 Park Circle, PO Box 5001, Westfield Center, Ohio 44251-5001

Bond No. 5956259

Conforms to Document A312™ - 2010

Pa	V	m	e	n	1	B	O	n	d

CONTRACTOR:

(Name, legal status and address)

Brandes Design-Build, Inc.

2151 N.E. Coachman Rd.

Clearwater, FL 33765

OWNER:

(Name, legal status and address)

Manatee County

1112 Manatee Avenue West

Bradenton, FL 34205

CONSTRUCTION CONTRACT

Amount: \$1,754,000.00

Description:

(Name and location)

SURETY:

(Name, legal status and principal place of business)

Westfield Insurance Company 1 Park Circle, PO Box 5001 Westfield Center, OH 44251-5001

Bid #10-3586-OV/ Southwest Water Reclamation Facility (SWWRF) and Southeast Water Reclamation Facility (SEWRF)

BOND

Date:

(Not earlier than Construction Contract Date)

1,754,000.00 Amount:

One Million Seven Hundred Fifty Four Thousand Dollars and 00/100

One Million Seven Hundred Fifty Four Thousand Dollars and 00/100

Modifications to this Bond:

None

X See Section 18 SURETY

CONTRACTOR AS PRINCIPAL Company: Brandes Design-Build, Inc.

Company: Westfield Insurance Company

(Corporate Seal) (Corporate Seal)

Signature:

Name

COSINON

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER:

Nielson, Wojtowicz, Neu & Associates

1126 Central Ave., Suite 200

St. Petersburg, FL 33705

800-965-9597

Signature

Kevin Wojtowicz

Attorney-in-Fact

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

McKim & Creed, P.A., Engineer of Record

1365 Hamlet Avenue

Clearwater, FL 33765

- 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
- 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
- 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.
- 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.
- 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:
- **5.1** Claimants, who do not have a direct contract with the Contractor.
 - have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - .2 have sent a Claim to the Surety (at the address described in Section 13).
- **5.2** Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).
- **6** If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.
- 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
- 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
- 7.2 Pay or arrange for payment of any undisputed amounts.
- 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
- 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the

Owner's priority to use the funds for the completion of the work.

- 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.
- **11** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
- 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16 Definitions

- **16.1 Claim.** A written statement by the Claimant including at a minimum:
 - .1 the name of the Claimant;
 - .2 the name of the person for whom the labor was done, or materials or equipment furnished;
 - .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
 - .4 a brief description of the labor, materials or equipment furnished;
 - .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
 - .7 the total amount of previous payments received by the Claimant; and
 - .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.
- 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

- **16.3 Construction Contract**. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.
- 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
- 18 Modifications to this bond are as follows:

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

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	(Corporate See)	Company:	40
Signature:	(Corporate Seal)	Signature:	(Corporate Seal)
Name and Title:	V	Name and Title:	
Address		Address	

Westfield Insurance Company

Westfield Group® 1 Park Circle, PO Box 5001, Westfield Center, Ohio 44251-5001

Bond No.5956259

Conforms to Document A312™ - 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Brandes Design-Build, Inc.

2151 N.E. Coachman Rd.

Clearwater, FL 33765

OWNER

(Name, legal status and address)

Manatee County

1112 Manatee Avenue West

Bradenton, FL 34205

CONSTRUCTION CONTRACT

Date

Amount. \$1,754,000.00

Description:

(Name and location)

SURETY

(Name legal status and principal place of business)

Westfleid Insurance Company 1 Park Circle, PO Box 5001

Westfield Center, OH 44251-5001

Bid #10-3586-OV/ Southwest Water Reclamation Facility (SWWRF) and Southeast Water Reclamation Facility (SEWRF)

BOND

Date:

(Not earlier than Construction Contract Date)
Amount \$1,754,000.00 One

Amount

One Million Seven Hundred Fifty Four Thousand Dollars and 00/100

One Million Seven Hundred Fifty Four Thousand Dollars and 00/100

Modifications to this Bond

None

See Section 16

CONTRACTOR AS PRINCIPAL

Company: Brandes Design-Build, Inc.

SURETY

Company: Westfield Insurance Company

(Corporate Seal)

Signature:

Name

Signature

Name Kevin Wojtowicz

Beam

(Corporate Seal)

and Title

Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond) (FOR INFORMATION ONLY - Name, address and telephone)

AGENT OF BROKER

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party)

Nielson, Wojtowicz, Neu & Associates

1126 Central Ave., Suite 200

St. Petersburg, FL 33705

800-965-9597

McKim & Creed, P.A., Engineer of Record

1365 Hamlet Avenue

Clearwater, FL 33765

- 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.
- 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
 - .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
- 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
- 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
- 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract,
- 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
- 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
- **5.4** Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

- 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for
 - .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
 - .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.
- 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
- 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions confirming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14 Definitions

- **14.1** Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- **14.2 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- **14.4 Owner Default.** Failure of the Owner, which has not been remedled or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.
- 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

	(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)
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AS PRINCIPAL SURETY	
AS PRINCIPAL SURETY	
	CONTRACTOR AS PRINCIPAL
Company:	CONTRACTOR AS PRINCIPAL SURETY
(Corporate Seal) (Corporate Seal)	
Company:	CONTRACTOR AS PRINCIPAL

General Power of Attorney POWER NO. 0994782 00

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co.

CERTIFIED COPY

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

KEVIN WOJTOWICZ, GLENN ARVANITIS, JENNIFER STEPHENS, JOHN R. NEU, JOINTLY OR SEVERALLY

and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, of ST. PETERSBURG place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall

be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary.

Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting

held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 07th day of OCTOBER

Corporate Seals Affixed

State of Ohio County of Medina Sylven *



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Ву: Richard L. Kinnaird, Jr., Senior Executive

On this 07th day of OCTOBER A.D., 2008, before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

State of Ohio County of Medina

ss.:



William J. Kahelin, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Chio, this A.D.,

day of









From:Lisa Jones FaxID:

CERTIFICATE OF LIABILITY INSURANCE

OP ID: L6

DATE (MM/DD/YYYY) 03/04/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER PRODUCER 813-226-1300 Brown & Brown of Florida, Inc. FAX (A/C, No): 813-226-1313 P. O. Box 15519 Tampa, FL 33684-5519 CUSTOMER ID # BRAND02 Jack Suber INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Bituminous Casualty Co INSURED Brandes Design Build, Inc. **DBA** Southern Industrial INSURER B : Bridgefield Employers Ins. 10701 Electric 25674 INSURER C: Travelers Prop Cas of Amer 2151 NE Coachman Rd INSURER D : Clearwater, FL 33765 INSURER E INSURER F :

REVISION NUMBER: COVERAGES CERTIFICATE NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

	XCLUSIONS AND CONDITIONS OF SUCH F			EEN REDUCED BY	PAID CLAIMS.			
INSR LTR		ADDL SI	ND POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
<u>,,,,,,,</u>	GENERAL LIABILITY				03/13/11	EACH OCCURRENCE	\$	1,000,000
Α	X COMMERCIAL GENERAL LIABILITY		CLP3271996	03/13/10		DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	50,000
,	CLAIMS-MADE X OCCUR					MED EXP (Any one person)	\$	5,000
	X Contractual Liab					PERSONAL & ADV INJURY	\$	1,000,000
						GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER					PRODUCTS - COMP/OP AGG	\$	2,000,000
	POLICY X PRO LOC						\$	
_	AUTOMOBILE LIABILITY			02/42/40	03/13/11	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
Α	X ANY AUTO		CAP3536678	03/13/10	03/13/11	BODILY INJURY (Per person)	\$	
ĺ	ALL OWNED AUTOS					BODILY IN WRY (Per accident)	\$	The state of the s
	SCHEDULED AUTOS HIRED AUTOS					PROPERTY DAMAGE (Per accident)	\$	
	NON-OWNED AUTOS						\$	1.2.41
	NON-OVENED ACTOR					****	\$	
	UMBRELLA LIAB X OCCUR					EACH OCCURRENCE	\$	5,000,000
	EXCESS LIAB CLAIMS-MADE			00/40/40	03/13/11	AGGREGATE	\$	5,000,000
Α	DEDUCTIBLE		CUP2582078	03/13/10	03/13/11		\$	
	X RETENTION \$ 10,000						\$	
	WORKERS COMPENSATION					X WC STATU- OTH- TORY LIMITS ER		
В	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE		83031655	03/13/10	03/13/11	E.L. EACH ACCIDENT	\$	1,000,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A				E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	1,000,000
С	Bldrs Risk/Inst Fl		QT6609280A712	03/13/10	03/13/11	Max Lmt		5,000,000
	Reporting Form					Ded		5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project: IFB #10-3586-OV Southwest Water Reclamation Facility & Southeast

Water Reclamation Facility

County of Manatee is named as Additional Insured for General Liability.

CERTIFICATE HOLDER

COUNTYM

CANCELLATION

County of Manatee Administration Building 1112 Manatee Ave W Ste 803 Bradenton, FL 34205

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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