

Solicitation 191736JLS

Water Looping, James Street

Bid Designation: Public



Sarasota County

Bid 191736JLS Water Looping, James Street

Bid Number 191736JLS
 Bid Title Water Looping, James Street
 Expected Expenditure **\$554,305.00** (This price is expected - not guaranteed)

Bid Start Date Feb 5, 2019 4:37:37 PM EST
 Bid End Date Mar 20, 2019 2:30:00 PM EDT
 Question & Answer End Date Mar 8, 2019 5:00:00 PM EST

Bid Contact John L Spence
 Procurement Analyst
 OFM - Procurement
 941-861-5132
 jspence@scgov.net

Contract Duration See Specifications
 Contract Renewal Not Applicable
 Prices Good for 120 days

Bid Comments **Water main looping project to improve water quality for businesses and residents. Work includes the installation of approximately 3000 feet of new potable water main lines to provide improved fire protection service, availability and quality from an existing system on US 41 east to Pinebrook Road.**

Required Vendor Qualifications **NO LOBBY, IMMIGRATION, PUBLIC ENTITY , LOCAL HIRING, LEGAL NAME**

Addendum # 1

New Documents	191736JLS_Addendum No. 1.pdf		
Previous End Date	Mar 13, 2019 2:30:00 PM EDT	New End Date	Mar 20, 2019 2:30:00 PM EDT
Previous Q & A End Date	Feb 27, 2019 5:00:00 PM EST	New Q & A End Date	Mar 8, 2019 5:00:00 PM EST

Item Response Form

Item 191736JLS--01-01 - Total Bid Price

Quantity 1 lump sum

Unit Price

Delivery Location **Sarasota County**
No Location Specified

Qty 1

Description

Provide Total Bid Price as indicated on your completed Bid Form.

Item **191736JLS--01-02 - Contractor's Qualification Forms**
Quantity **1 set**

Prices are not requested for this item.

Delivery Location **Sarasota County**
No Location Specified

Qty 1

Description

Upload completed Contractor's Qualification Forms here pursuant to Sections 2.0 & 10.2a of the IFB.

Item **191736JLS--01-03 - Bid Form**
Quantity **1 sheet**

Prices are not requested for this item.

Delivery Location **Sarasota County**
No Location Specified

Qty 1

Description

Upload completed Bid Form pursuant to Section 10.2.b of the IFB.

Item **191736JLS--01-04 - Bid Bond**
Quantity **1 each**

Prices are not requested for this item.

Delivery Location **Sarasota County**
No Location Specified

Qty 1

Description

Upload Bid Bond pursuant to Section 10.2c of the IFB.

**WATER LOOPING, JAMES STREET,
 BID #1917136JLS
 TABLE OF CONTENTS**

<u>SECTION</u>	<u>FORM NUMBER</u>
1 INVITATION FOR BID	IFB-1 to IFB-9
1a Bid Form	
2 GENERAL TERMS AND CONDITIONS FOR SOLICITATIONS	BidSync E-Verify
3 BIDDER'S CERTIFICATION	BidSync E-Form
Local Business Affidavit	
Sworn Statement, The Florida Trench Safety Act	CON TRENCH
4 CONTRACTOR'S QUALIFICATION FORM	CQF-1
5 BID BOND	BB-1 to BB-2
6 CONSTRUCTION CONTRACT	C-1 to C-10
7 OTHER CONTRACT FORMS	
Consent of Surety Form	CS-1
Local Hiring Initiative	LHI-1
Contractor's Final Affidavit & Release of Lien	RL-1 to RL-2
Stored Materials Affidavit	SMA-1
Performance and Payment Bond	PB-1 to PB-3
8 GENERAL CONDITIONS	GC-1 to GC-48
9 SUPPLEMENTAL GENERAL CONDITIONS	SGC-1 to SGC-5
10 TECHNICAL SPECIFICATIONS	(See Section)
11 GEOTECHNICAL REPORT	(See Section)
12 PERMITS -DOH PERMIT	(See Section)



INVITATION FOR BIDS (“IFB”)

SECTION 1

IFB #: 191736JLS

IFB TITLE: Water Looping, James Street

1.0 PURPOSE

Sarasota County (“County”), a political subdivision of the State of Florida, will receive bids on the date indicated in BidSync for the purpose of selecting a contractor to provide materials and/or services as stated herein. Bidders are required to comply with the scope of services/specifications attached hereto and incorporated herein.

A public bid opening will be held in accordance with Florida Statutes §255.0518. The public bid opening will take place on the bid end date and time listed in BidSync, or as soon thereafter as possible. The location of the public bid opening will be posted on the County’s Calendar of Events.

2.0 QUALIFICATIONS

- 2.1 The bidder must be a licensed General Contractor OR Underground Utility and Excavation Contractor, authorized to do business within the jurisdiction(s) where the project is to be constructed. License(s) must be active at the time of bid opening.
- 2.2 The bidder must submit references that demonstrate their ability to complete projects similar in size and scope to this project. Each project reference must have been successfully completed within the last ten (10) years preceding the bid opening date and must have been for a commercial, industrial or government project.
- 2.3 Project references must have been: 1) Self performed by bidder or 2) performed by a subcontractor, provided the subcontractor is part of the bidder’s team for this project and is included on the Contractor’s Qualification Form.
- 2.4 Examples of similar size and scope may include the following:
 - a. Installation of 12” or larger pressure pipeline by horizontal directional drill (HDD) with a minimum of 250 linear feet (LF) in a single pull.
 - b. Installation of a minimum of 1,000 linear feet (LF) of 6-inch or larger diameter water main, including pressure testing, chlorination and successful bacteriological testing.
- 2.5 Only project references submitted on the Contractor’s Qualification Forms at the time of bid submittal will be used to verify qualifications have been met.
- 2.6 Bidder must be prepared to submit, within five days of Sarasota’s County’s request, written evidence of documents, such as financial data, additional data related to previous experience, qualifications and previous experience of superintendents and assistants, and evidence of authority to conduct business in the jurisdiction where the project is located.

3.0 FDOT PRE-QUALIFIED CONTRACTORS

Applicable Not Applicable

4.0 PRE-BID CONFERENCE AND/OR SITE VISIT

- 4.1 All conferences and site visits will take place at the time, date and location specified in BidSync.
 - No pre-bid conference or site visit is scheduled



INVITATION FOR BIDS (“IFB”)

SECTION 1

- 4.2 When applicable, Bidders are advised to visit each location to familiarize themselves with all work areas. Failure to do so will in no manner relieve the Bidder from furnishing materials or services that may be required to carry out and complete the contract in accordance with the intent of the specifications listed herein.
- 4.3 Questions asked at a pre-bid conference will be formally answered via an addendum. Bidders shall not rely on oral communications.

5.0 BIDDER

- 5.1 For the purpose of this IFB, the term “Bidder” is defined as the legal entity submitting the bid and/or identified on the electronic bid submittal. The Bidder awarded the contract is referred to as either “successful Bidder” or “Contractor” herein.
- a. Bidders intending to submit a bid as a joint venture with another company must provide documentation attesting to the formation of that joint venture with their bid submittal.
 - b. Bidders proposing to engage in construction contracting as a joint venture or partnership must apply for registration with the State of Florida, Department of Business and Professional Regulation and any other state or local licensing agencies, as required by Florida State Statute 489.119, prior to the date bids are due.
- 5.2 The estimated quantities of work and materials stated in the bid form are approximate only and are intended to be used solely for the comparison of bids. Estimated quantities are not guaranteed. Actual quantities may be more or less than the estimates.
- 5.3 Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the contract documents.
- 5.4 It is understood that quantities may be increased, decreased or deleted as provided in the contract documents without invalidating any of the unit prices bid.
- 5.5 The Bidder shall carefully examine the site of the work, the plans, and other bid documents for the work contemplated. It is the responsibility of the Bidder to investigate and become fully informed of the construction and labor conditions, of obstructions to be encountered, of the character, quality and quantities of work to be performed, materials to be furnished, and requirements of the contract documents. Failure to do so does not relieve a successful Bidder of his obligations to furnish all materials, equipment, and labor necessary to carry out the provisions of the contract documents and to complete the contemplated work for the consideration set forth in his bid.
- 5.6 Submission of a bid constitutes an incontrovertible representation that the Bidder has complied with every requirement of this paragraph and that bid documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work.
- 5.7 Should the Bidder discover any ambiguity, inconsistency, or error, Bidder will be required to seek an interpretation as described above in advance of submitting the bid or otherwise will be prohibited from taking advantage of such ambiguity, inconsistency or error. If Bidder has not received a written clarification on an ambiguity, the Bidder shall be required to submit his bid on the basis of the highest price necessary to complete the task in question.



INVITATION FOR BIDS (“IFB”)

SECTION 1

6.0 AWARD

- 6.1 It is the intent of the County to award a contract to:
- The responsive and responsible Bidder submitting the lowest Total Bid Price provided the bid is reasonable and in the best interest of the County to accept.
- 6.2 In the event of a tie, the IFB tie-breaking procedures identified in the Sarasota County Procurement Manual will apply.
- a. To be considered, tied Bidders will be required to provide documentation certifying they have implemented a drug-free workplace program meeting the requirements stipulated in Section 287.087, Florida Statutes. Documentation must be provided within the time specified by the County at the time of request.
- 6.3 Local Preference is only applicable if this box is checked.
- In awarding this bid, preference shall be given to local businesses in accordance with Section 2-215 of the Sarasota County Procurement Code.
- 6.4 The Bidder agrees, if this Bid is accepted, to contract with the Board of County Commissioners, Sarasota County to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to construct the work covered by the bid and other contract documents.

7.0 MULTIPLE AWARDS

- Applicable Not Applicable

In its sole discretion, the County may also choose to award up to insert # contracts to responsive and responsible bidders willing to accept the lowest responsive and responsible bidder’s unit prices.

After identifying the lowest responsive and responsible bidder in accordance with the Bid Award criteria as listed above, offers will be made to the next responsive and responsible bidder(s) in the order of their submitted Total Bid Price from lowest to highest until the desired number of contracts (Maximum of insert #) is reached.

If the number of qualified contractors stipulated in the solicitation documents cannot be found, the County reserves the right to either rebid or accept the number of qualified respondents determined to be responsive and responsible

8.0 QUALITY GUARANTEE

- 8.1 Unless otherwise specifically provided in the specifications, all equipment, materials and articles incorporated in the work specified by this solicitation shall be new and of the most suitable grade for the purpose intended.
- 8.2 Except where specifically noted, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number shall be regarded as establishing a level of quality, performance, warranty, etc. required and shall not be construed as limiting competition.

9.0 SUBMITTAL INSTRUCTIONS

- 9.1 Bids must be submitted electronically in BidSync no later than the bid end date specified in BidSync. Bids submitted by any other method will not be accepted. The County assumes no responsibility for any bids received after the bid end date. Late submittals will not be accepted.



INVITATION FOR BIDS (“IFB”)

SECTION 1

- 9.2 Bids submitted cannot be viewed by anyone other than the Bidder until the official bid opening occurs. Submitted bids will be made public in accordance with Florida Public Record laws found in Ch. 119, F.S.

10.0 BIDDER CERTIFICATIONS / SUBMITTAL DOCUMENTS

- 10.1 **Electronic Forms** - The forms checked below are provided as attachments to this IFB.

- a. Local Business Certification – Select “N/A” on the Local Business Certification if you do not qualify as a local business.

Required Not Applicable

- b. Sworn Statement, Compliance With The Florida Trench Safety Act (CON-TRENCH)

Bidder shall be solely responsible for complying with the Florida Trench Safety Act (553.60-553.64 Florida Statutes) and Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 (subpart P) as amended. All costs associated with complying with these requirements shall be included in the separate line items of the bid and shall be as detailed in the Sworn Statement of Compliance with the Florida Trench Safety Act. Bidder shall submit the Statement of Compliance with the Florida Trench Safety Act form provided herein with this bid. It may also be requested for work assignments.

Required Not Applicable

- 10.2 **Attached Documents** - The documents listed below are provided as attachments to this IFB and if checked must be **uploaded** as an electronic attachment with your submittal.

- a. Contractor’s Qualification Form(s) (CQF)

Required Not Applicable

- b. Bid Form

Bidders must use the Bid Form provided by the County to provide line item pricing.

Required Not Applicable

- c. Bid Bond – Bidder must upload a copy of its Bid Bond with its submittal. Upon notification by the County, the apparent low bidder must deliver the original Bid Bond (or Cashier’s check) to the Procurement contact identified in BidSync within five (5) business days of the notification. If the apparent low bidder fails to submit the original bid bond (or cashier’s check) within five (5) business days of the notification, that bidder will be deemed non-responsive.

Required Not Applicable

If specified above, a copy of the bid bond or certified cashier’s check payable to the Board of County Commissioners equal to 5% of the total bid must be uploaded in BidSync as part of the bid submittal. Any issuer of a bid bond must be licensed to transact a fidelity and surety business in the State of Florida, with an A.M. Best rating of B+ (Very Good) or better if Contractor’s bid is under \$500,000.00, and A- (Excellent) or better if Contractor’s bid is over \$500,000.00.

Bid bonds shall contain in type or print the description of the construction in the



INVITATION FOR BIDS (“IFB”)

SECTION 1

same language as in the invitation for bids.

- 10.3 **Other Submittal Documents** – The documents listed below must be uploaded as attachments with your bid submittal.
- a. Letter of Bondability
 Required Not Applicable
- This bid does not require a Bid Bond, however the Bidder must submit with their bid a Letter of Bondability from their Surety Company (not the surety agent) showing their bonding capacity which shall not be less than \$1,000,000.00. Any issuer of a Letter of Bondability must be licensed to transact a fidelity and surety business in the State of Florida, with an A.M. Best rating of B+ (Very Good) or better if Contractor’s bid is under \$500,000.00, and A- (Excellent) or better if Contractor’s bid is over \$500,000.00.
- If the surety agent is named on the Surety’s Power of Attorney as a true and lawful Attorney-in-Fact, to make, execute, seal and deliver said letter then a letter from the surety’s agent will be allowed as long as a copy of the Surety’s Power of Attorney documenting said appointment is included with the Letter of Bondability.
- 10.4 **Required Qualification Documents** –All Bidders must complete the qualifications listed below in BidSync prior to the submittal due date and time.
- a. (REQUIRED) NO LOBBY: All Bidders must complete a No Lobby qualification in BidSync prior to the submittal due date and time.
- b. (REQUIRED) IMMIGRATION: All Bidders must verify they meet Federal and State employment eligibility requirements by completing the Immigration Qualification (Employment Eligibility) qualification in BidSync prior to the submittal due date and time.
- c. (REQUIRED) LOCAL HIRING: All Bidders must acknowledge Sarasota County’s Local Hiring Initiative Resolution 2013-127, by completing the Local Hiring Qualification in BidSync prior to the submittal due date and time.
- d. (REQUIRED) PUBLIC ENTITY: All Bidders are required to complete the Public Entity Qualification in BidSync prior to the submittal due date and times as an acknowledgement of compliance with Section 287.133(3) (a), Florida Statutes, on Public Entity Crimes.
- e. (REQUIRED) LEGAL NAME: All Bidders must provide the legal name of the organization submitting the bid by completing the Legal Name qualification in BidSync prior to the submittal due date and time.
- 10.5 **JV (Joint Venture):** Bidders submitting as a joint venture or partnership must complete the JV qualification (and upload all required joint venture documentation) in BidSync prior to the submittal due date and time.
- 10.6 **PR (Public Record Disclosure):** Bidders claiming an exemption from public records disclosure under Florida public records law must complete the PR qualification (and upload all required documentation) in BidSync prior to the submittal due date and time.



INVITATION FOR BIDS (“IFB”)

SECTION 1

11.0 FAILURE TO EXECUTE CONTRACT

Following the bid opening and review of the bid(s), the County will post a Notice of Recommended Award. After posting the Notice of Recommended Award, the County will forward to the successful Bidder contract(s) and related documents to be executed. If within 10 days the successful Bidder does not execute the contract documents and furnish the required bonds properly signed by the successful Bidder and the surety or sureties satisfactory to the County, along with the insurance as required in the contract documents, the successful Bidder may be deemed to be in default and the County may retain his bid bond. Award may then be made to the next lowest responsive and responsible Bidder or all bids may be rejected.

12.0 PERFORMANCE AND PAYMENT BOND

Required Not Applicable

12.1 For bids (including contingency amounts) of \$200,000.00 or more, a performance and payment bond of 100% of the contract or work assignment amount shall be required. Any bonding company submitting a performance and payment bond to Sarasota County Government must be licensed to transact a fidelity and surety business in the State of Florida, and shall have an A.M. Best rating of: if bond is under \$500,000 “B+” (very good) or better, and over \$500,000 “A-” (excellent) or better, and a “T” Underwriting Limitation not exceeded by this project’s bond.

12.2 Execution of Bonds and Power of Attorney

- a. If the successful Bidder is a partnership, each bond should be signed by each of the individuals who are partners; if a corporation, the bonds should be signed in the correct corporate name by a duly authorized officer, agent or attorney-in-fact. The appropriate number of bonds should be executed to correspond to the number of signatories to the contract. Each executed bond should be accompanied by (a) appropriate acknowledgment of the respective parties; (b) appropriate duly certified copy of power-of-attorney or other certification of authority where bond is executed by agent, officer or other representative of successful Bidder or surety; (c) duly certified extract from by-laws or resolutions of Surety under which power-of-attorney or other certificate of authority of its agent, officer or representative was issued.
- b. Attorneys-in-fact who sign bid bonds or performance and payment bonds must file with such bond a certified copy of their power-of-attorney to sign such bonds. Attorneys-in-fact must place name, address, and telephone number on this certificate.

13.0 DESIGNATION OF CONTRACTOR AS OPERATOR

Applicable Not Applicable

It shall be the responsibility of the Contractor to complete, sign and submit with appropriate fee amount to the FDEP, Form 62-621.300(4)(b) Notice of Intent (NOI) to Use Generic Permit For Storm Water Discharge From Large and Small Construction Activities (Rule 62-621.300(4), FAC).

Proof of acceptance by the FDEP, including the assigned authorization number and a copy of the Contractor’s Storm Water Pollution Prevention Plan for the project shall be submitted to the County prior to commencement of construction activities.

The Contractor shall be considered the operator for duration of the project.

**INVITATION FOR BIDS (“IFB”)****SECTION 1****14.0 COUNTY WORKPLACE POLICY COMPLIANCE**

- 14.1 Smoking – Smoking is not permitted inside any County facility. Smoking is restricted to designated smoking areas outside a facility.
- 14.2 Parking – The Bidder’s representatives shall abide by all parking restrictions. The Bidder’s vehicles are subject to the same restrictions, limitations, fines and tickets as posted for any other vehicle. Where time limit restrictions exceed the required time to provide services, arrangements shall be made in advance.
- 14.3 Alcohol/Drugs – Service personnel under the influence of alcohol and/or non-prescription drugs are not permitted to work in County facilities. Any person known or thought to be under these influences will be escorted off County property.
- 14.4 Security - The Bidder must adhere to all Sarasota County security procedures. The Bidder’s work force shall be made up of persons legally authorized to perform work in the United States. The Bidder shall, at the County’s request, submit the following information for each of their employees: name, date of birth, social security number and green card (if applicable).

15.0 TRAVEL EXPENSE

Travel expenses will be reimbursed in accordance with Section 112.061, F.S. and the Sarasota County Board of County Commissioners Resolution No. 2016-170.

16.0 IDENTIFICATION

The Bidder shall require all employees to visibly wear identification while on County property. Said identification shall contain a color photograph of the employee, the name of the employee and the name of the company. Persons not conforming to this requirement may be denied access to the building. Denial of access does not alleviate the Bidder’s responsibilities herein.

17.0 MINORITY BUSINESS ENTERPRISES

- 17.1 Bidder(s) awarded construction contracts who intend to subcontract for materials or services required for the project are encouraged to subcontract with certified minority business enterprise/firm(s) or show good faith effort.
- 17.2 When funding is being provided by an outside agency (Example: Florida Department of Environmental Protection (FDEP), Community Development Block Grant (CDBG), State Revolving Funds (SRF), Florida Department of Transportation (FDOT) Local Agency Program (LAP), Southwest Florida Water Management District (SWFWMD) etc.) their requirements will take precedence.

BID FORM

Water Looping, James Street, Bid #191736JLS					
Bidders must provide prices for each line item for their bid to be considered responsive.					
Item No.	Description	Unit	Qty	Unit Price (\$)	Amount (\$)
1	Mobilization and Demobilization (Not to Exceed 5% of Subtotal Bid Price)	LS	1	\$ -	\$ -
2a	Furnish and Install 12-inch Diameter PVC Watermain by Open Cut	LF	2,820	\$ -	\$ -
2b	Furnish and Install 6-inch Diameter PVC Watermain by Open Cut	LF	10	\$ -	\$ -
2c	Furnish and Install 4-inch Diameter PVC Watermain by Open Cut	LF	10	\$ -	\$ -
3	Furnish and Install 14-inch Diameter HDPE Watermain by Horizontal Directional Drill	LF	245	\$ -	\$ -
4a	Furnish and Install 12-inch Resilient Seat Gate Valves and Valve Boxes	EA	6	\$ -	\$ -
4b	Furnish and Install 6-inch Resilient Seat Gate Valves and Valve Boxes	EA	1	\$ -	\$ -
4c	Furnish and Install 4-inch Resilient Seat Gate Valves and Valve Boxes	EA	1	\$ -	\$ -
5	Furnish and Install Combination Air Release Assembly	EA	4	\$ -	\$ -
6	Furnish and Install Hydrant Assembly	EA	2	\$ -	\$ -
7	Furnish and Install Water Services	EA	15	\$ -	\$ -
8	Furnish and Install 8" PVC Gravity Sewer	LF	36	\$ -	\$ -
9	Asphalt Restoration	SY	2,750	\$ -	\$ -
10	Concrete Restoration	SY	60	\$ -	\$ -
11	Grout Fill Existing Water Main	LF	1,400	\$ -	\$ -
SUBTOTAL WATER LOOPING, JAMES STREET ITEMS					\$ -
PLUS CONTINGENCY ALLOWANCE (5% OF SUBTOTAL PRICE)					\$ -
PLUS PERMIT ALLOWANCE					\$ 4,000.00
TOTAL BID PRICE -WATER LOOPING, JAMES STREET ITEMS					
TOTAL BID PRICE written in words:					

GENERAL TERMS AND CONDITIONS OF SOLICITATIONS

1.0 DEFINITIONS

- 1.1 *County* shall mean Sarasota County.
- 1.2 *Offer* shall mean the response submitted by an offeror to the County's solicitation.
- 1.3 *Offeror* shall mean the legal entity or individual submitting an offer to the County in response to a solicitation. Offeror may also be referred to in solicitation documents as bidder, consultant, firm, proposer, vendor or contractor.
- 1.4 *Evaluation Committee* shall mean those individuals approved by the Procurement Official, or designee, to evaluate offers.

2.0 AVAILABILITY OF DOCUMENTS

- 2.1 All documentation related to Sarasota County solicitations is available through BidSync at www.bidsync.com.
- 2.2 It is solely the responsibility of each offeror to ensure they have obtained current copies of all documents issued by the County in relation to any solicitation.
- 2.3 Only documents obtained directly from BidSync (www.bidsync.com) are official versions. Offerors who rely on any other sources for such documents, do so at their own risk.

3.0 QUESTIONS & ADDENDA

- 3.1 Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be submitted electronically through BidSync. All questions must be received no later than the deadline specified in the solicitation. No verbal requests for information will be honored.
- 3.2 The electronic response posted in BidSync or the posting of an addendum in BidSync are the only official methods whereby interpretation, clarification or additional information will be provided. It shall be the responsibility of each offeror, prior to submitting their offer, to visit BidSync and determine if addenda were issued and to make such addenda a part of their offer.
- 3.3 The County shall not be responsible for oral interpretations or representations made by County employees, representatives or third parties. Any questions raised at a pre-solicitation meeting will be formally answered in an addendum.
- 3.4 By submitting an offer, offerors acknowledge receipt of any and all issued addenda, and agree to the provisions of each.

4.0 PUBLIC MEETINGS

Notice of any public meetings pertaining to this solicitation shall be posted on the County calendar at www.scgov.net.

5.0 RESPONSIVENESS TO SOLICITATION REQUIREMENTS

- 5.1 To be responsive, an offeror shall submit an offer that conforms in all material respects to the requirements set forth in the solicitation.
- 5.2 Failure to submit the required forms and information in the

manner specified may result in the offer being found non-responsive, at the sole discretion of the County.

- 5.3 Offerors are required to submit pricing on forms supplied by the County. Offers, may be deemed non-responsive if required forms are not used and duly signed by an authorized representative of the offeror.
- 5.4 Offerors submitting more than one bid form or price proposal in response to a solicitation may be deemed non-responsive.
- 5.5 The County objects to and shall not consider any additional terms or conditions submitted by an offeror, including any appearing in documents attached as part of an offeror's offer. In submitting its offer, offeror agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with an offer, shall be grounds for rejecting an offer.

6.0 QUALITY GUARANTEE

- 6.1 Unless otherwise specifically provided in the specifications, all equipment, materials and articles incorporated in the work covered by any resulting contract shall be new and of the most suitable grade for the purpose intended.
- 6.2 If any product/service delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed in this solicitation, the offeror shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. Also, the offeror shall refund to Sarasota County any money which has been paid for same

7.0 RESPONSIBILITY

- 7.1 To be responsible an offeror shall have the demonstrated capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will ensure good faith performance. The County reserves the right to make such investigation as it deems necessary to determine the ability of any offeror to deliver the goods or services requested in accordance with the solicitation documents to County's satisfaction within the prescribed time.
- 7.2 The offeror shall provide information the County deems necessary to make this determination. Such information may include, but shall not be limited to: project references, current financial statements, projected project schedule(s), verification of availability of equipment and personnel, evidence of authority to conduct business in the jurisdiction where services are being provided, and past performance records.
- 7.3 The County may review any scope of work with an offeror before accepting the offer. Before award of the contract,

GENERAL TERMS AND CONDITIONS OF SOLICITATIONS

the offeror shall furnish to the County an analysis of its prices, if requested to do so.

8.0 RETENTION OF OFFER

All offers submitted in response to this solicitation shall be retained by the County.

9.0 IRREVOCABLE OFFER

Any offer may be withdrawn up until the due date and time specified on the solicitation summary. Any offer not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 120 days.

10.0 INSURANCE

- 10.1 Before performing any work, offeror shall procure and maintain insurance listed in the solicitation.
- 10.2 The offeror shall submit proof of insurance per Sarasota County's specifications, including additional insured, upon request by the County. Failure to submit proof of required insurance within ten (10) business days of request by the County may result in an award being rescinded.

11.0 RESERVED RIGHTS

- 11.1 The County reserves the right to accept or reject any or all offers, to waive irregularities and technicalities, and to request clarifications or additional information from offerors.
- 11.2 The County reserves the right to accept all or any part of the offer and to increase or decrease quantities to meet additional or reduced requirements of the County.
- 11.3 Any sole offer received by the submission date may be accepted or rejected by the County Administrator or designee. In the event the County rejects the sole offer, it may elect to negotiate with any responsible provider.
- 11.4 The County reserves the right to cancel a solicitation at any time and to cancel any recommended award or recommended contract at any time prior to execution.
- 11.5 Offerors are advised that any person, firm, or other party to whom they propose to award a subcontract must meet all minimum qualifications as stated in the specifications.
- 11.6 Unless otherwise stated in the specifications, any contracts resulting from this solicitation are non-exclusive. The County reserves the right, in its sole opinion, to direct purchase items listed in this solicitation.
- 11.7 The County reserves the right to request price justification, if, in its sole opinion, offeror has submitted a bid or quote that appears to be unbalanced. Offerors submitting unbalanced bids or quotes (e.g. excessively high or excessively low line items) may be deemed non-responsive by the County.
- 11.8 County may remove materials from a contract and make direct purchases of those materials when the County determines it's in the best interest of the County. The contract price shall be adjusted based on the price of the materials removed and any related indirect costs.
- 11.9 The County reserves the right to correct formula errors on forms provided by the County for use by the offeror.

- 11.10 Any resulting contract may be terminated for convenience by Sarasota County by giving written notice to the offeror thirty (30) days in advance of termination, unless otherwise specified in the contract

12.0 ADDITIONAL INFORMATION

The County reserves the right to request clarifications or additional information from any offeror. Specific questions may be addressed to each of the offerors as applicable.

13.0 PROTESTS

Protests are processed in accordance with the procedures set forth in the Sarasota County Procurement Code. In the event of a protest of the terms, conditions and specifications, the County may issue an addendum indicating that a protest has been filed and extending the due date.

14.0 CONTACT WITH COUNTY STAFF

- 14.1 After the issuance of the solicitation, prospective offerors or any agent, representative or person acting at the request of such offeror shall not contact, communicate with or discuss any matter relating in any way to the solicitation with any officer, agent or employee of Sarasota County, including members of evaluation committees, other than the Procurement Official or Procurement Analyst named in the solicitation. Failure to comply with this provision may result in the disqualification of the offeror, at the option of the County.
- 14.2 This prohibition begins with the issuance of any solicitation, and ends upon issuance of a purchase order or execution of the contract, whichever comes first, or upon cancellation of the solicitation. Violation of this prohibition may result in the offeror being considered non-responsible.
- 14.3 Notwithstanding the forgoing, during the negotiation period, offeror may communicate with those members of County staff, consultants, or third parties designated by the County.

15.0 CODE OF ETHICS

- 15.1 With respect to this offer, if any offeror violates or is a party to a violation of the State of Florida Code of Ethics for Public Officers and Employees, Chapter 112, Part III, F.S., such offeror may be disqualified from performing the work described in the solicitation or from furnishing the goods or services for which the offer is submitted and may be further disqualified from submitting future offers.
- 15.2 The Florida Code of Ethics regulates the ability of the County to contract with its public officers (including board members), employees, and their immediate relatives. Offerors shall disclose any such potential conflicts on the provided Conflict of Interest Form. Offerors are responsible for reviewing Section 112.313, F.S. to determine whether they may have a conflict. If offeror is in doubt as to their ability to contract with the County they shall seek a conflicts of interest opinion from the County prior to submittal of an offer.

GENERAL TERMS AND CONDITIONS OF SOLICITATIONS

16.0 COLLUSION

- 16.1 By submitting an offer to a solicitation, the offeror certifies that it has not divulged to, discussed or compared its offer with other offerors and has not colluded with any other offeror or parties to this offer whatsoever. Also, offeror certifies, and in the case of a joint offer, each party thereto certifies, as to its own organization that in connection with the offer:
- Any prices and/or 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 offeror or with any competitor;
 - Any prices and/or cost data quoted for this offer have not been knowingly disclosed by the offeror prior to the scheduled opening directly or indirectly to any competitor;
 - No attempt has been made or will be made by the offeror to induce any other person or firm to submit, not to submit, or withdraw an offer for the purpose of restricting competition;
 - The only person or persons interested in this offer as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this offer; and
 - No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employees or established commercial agencies maintained by the offeror for the purpose of doing business.
- 16.2 An offer may be disqualified if an offeror submits more than one offer or if there is evidence of collusion.

17.0 PUBLIC ENTITY CRIMES

- 17.1 Pursuant to Subsection 287.133(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- 17.2 Additionally, pursuant to County policy, a conviction of a public entity crime may cause the rejection of an offer. The County may make inquiries regarding alleged convictions of public entity crimes. The failure of an offeror to promptly supply information in connection with an inquiry may be grounds for rejection of an offer.

18.0 PUBLIC RECORDS

- 18.1 By participating in this solicitation process and submitting an offer, an offeror acknowledges the requirements of the

Florida Public Record laws found in Ch. 119, F.S., and s. 24(a), Art. I of the Florida Constitution (the “Public Record Laws”), and agrees to the provisions set forth in this section.

- 18.2 Sarasota County is a public entity subject to the Public Record Laws. All offers and written communications regarding this solicitation become public records upon receipt by Sarasota County and therefore are subject to public disclosure. If an offeror asserts that any portion of its offer or written communication is exempt from disclosure under the Public Record Laws (a “Protected Record”) then the offeror MUST comply with the following process. Failure to do so may lead to waiver of protections available under Public Records Laws.
- Clearly identify each portion of its Protected Record(s) that it believes is statutorily protected from disclosure and identify such statute(s);
 - In accordance with solicitation requirements, submit a separate electronic copy of offeror’s offer or written communication with only the protected portions redacted.
- 18.3 In response to a public records request Sarasota County may produce offeror’s entire non-redacted offer or communication, unless offeror submits a redacted copy in compliance with Section 18.2.
- 18.4 If offeror has complied with the provisions of this section by identifying certain documents as offeror’s Protected Record(s) and Sarasota County receives a public record request for a Protected Record, then Sarasota County will produce the redacted copy provided by offeror in response to the public record request to the extent the redactions reasonably reflect protections available under applicable law. In the event a records requestor is seeking the entire un-redacted offer and offeror continues to assert in good faith that offeror’s Protected Record(s) are confidential or exempt from disclosure or production pursuant to Chapter 119, F.S., then offeror shall be solely responsible for defending its position, seeking a judicial determination of exempt status of the Protected Record and defending Sarasota County in any action brought by a third party.
- 18.5 Notwithstanding the provisions of this section, in accordance with Federal or State law, Sarasota County will comply with any court order or government agency directive to produce a Protected Record.

19.0 EQUAL EMPLOYMENT OPPORTUNITY

Offeror shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under the resulting contract or purchase order.

20.0 NON-DISCRIMINATION AND PUBLIC ACCOMODATIONS

- 20.1 Sarasota County prohibits discrimination in all services, programs or activities on the basis of race, color, national origin, age, disability, sex, marital status, familial status,

GENERAL TERMS AND CONDITIONS OF SOLICITATIONS

religion, or genetic information. Persons with disabilities who require assistance or alternative means for communication of program information (Braille, large print, audiotape, etc.), or who wish to file a complaint, should contact: Sarasota County ADA/ Civil Rights Coordinator, 1660 Ringling Blvd., Sarasota, Florida 34236, Phone: 941-861-5000, TTY: 7-1-1 or 1-800-955-8771, Email: adacoordinator@scgov.net.

20.2 Sarasota County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the County's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for the public meetings related to any solicitation should contact the Procurement Analyst named in the solicitation at least 24 hours in advance of the meeting.

21.0 PROTECTION OF RESIDENT WORKERS

21.1 Sarasota County supports the Federal Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification and non-discrimination. The offeror is held responsible to establish appropriate procedures and controls so no service under this contract will be performed by any worker who is not legally eligible to perform such services.

21.2 Sarasota County shall have the right to immediately terminate a contract if the County determines that the offeror has failed to perform satisfactorily with respect to its employment practices in support of INA.

21.3 Offerors shall be required to confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

22.0 RESULTING CONTRACT

Any contract resulting from a solicitation may, at the sole discretion of the County, contain provisions that differ from the terms of the solicitation.

23.0 APPLICABLE LAWS

23.1 Prior to entering into a contract with Sarasota County, an offeror must be authorized to transact business in the State of Florida.

23.2 Each offeror is responsible for full compliance with all applicable local, state and federal laws, ordinances and regulations. The offeror shall have and must provide all applicable insurance, permits, licenses, etc. which may be required by federal, state or local law as requested by the County. The successful offeror shall be required to submit proof of all licenses and/or certifications required by the County upon request.

23.3 The County shall deem any offeror to be non-responsible and ineligible for any award of a contract when either of the following conditions is present as a result of any County code enforcement action:

- a. A Code Enforcement Special Magistrate has determined that the offeror violated the Sarasota County Code of Ordinances, and the offeror has not corrected the violation; or
- b. Any code enforcement fines, whether originating from a Code Enforcement Special Magistrate proceeding or citations, remain unpaid.
- c. This prohibition shall remain during any appeal or other challenge to the validity of the code enforcement action. An offeror must inform County procurement staff and the Evaluation Committee about any pending code enforcement matters. In the event the County awards a contract to offeror and there is a subsequent violation of the Sarasota County Code of Ordinances, as determined by a Code Enforcement Special Magistrate or through the citation process, then such violation shall be grounds for termination of the contract.

23.4 Offerors located in Sarasota County must comply with the Local Business Tax ordinance. It shall be the responsibility of the offeror to obtain a current local business tax receipt from the Sarasota County Tax Collector (www.sarasotataxcollector.com) and supply a copy of that receipt to the County upon request.

23.5 Opt out of Construction Defects Statute. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, Florida Statutes, within the meaning of §558.005(1), F.S.

23.6 §287.135, F.S., prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. Offeror certifies that the organization is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate the resulting contract if a false certification has been made, or the offeror is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

24.0 CONTRACT FORMS

24.1 Any contract or purchase order resulting from the acceptance of an offer shall be on forms either supplied by or approved by the County.

GENERAL TERMS AND CONDITIONS OF SOLICITATIONS

24.2 Any amendments to the resulting contract shall require the formal written approval of both parties.

25.0 TAXES

25.1 Sarasota County is exempt from paying state and local tax when payment is made directly by the County (Section 212.08(6), F.S.). This exemption does not include sales of tangible personal property made to contractors employed either directly or as agents by the County when such tangible personal property goes into or becomes a part of public works owned by the County. Sarasota County has the following tax-exempt certificate assigned:

Department of Revenue Certification No. 85-8012515235C-5

25.2 Sarasota County, being tax-exempt from State of Florida sales tax, reserves the right to require offeror to assign some or all of its or subcontractor's bids and contracts with materials suppliers directly to the County. All transactions shall be in accordance with Section 212.08(6), F.S. and FAC Rule 12A-1.094. The County will issue a Certificate of Entitlement to both the offeror and supplier for each purchase.

26.0 SHIPPING/DELIVERY

The price shall include any freight, handling, delivery, surcharges or other incidental charges. Unless otherwise specified in the solicitation, prices shall be F.O.B. Destination.

27.0 INVOICING

27.1 The County shall pay offeror through payment issued by the Clerk of the Circuit Court in accordance with Section 218.70 *et seq.*, F.S., Local Government Prompt Payment Act, upon receipt of the offeror's properly submitted invoice.

27.2 Offerors shall not perform any service or provide products until they have been issued a Purchase Order number. If the County has arranged to make payments with a purchasing card, the procedures below shall apply.

27.3 The County reserves the right to pay for purchases made under any contract resulting from a solicitation through its Purchasing Card Program.

28.0 TIME EXTENSION

The County may unilaterally extend a Term Contract up to ninety (90) days beyond the expiration date of the existing contract. The unit prices in effect on the last day of the contract shall remain in effect for the contract extension period.

29.0 DUE DILIGENCE

Due care and diligence have been exercised in the preparation of the solicitation, and all information contained within is believed to be substantially correct. However, the responsibility for determining the full extent of the services or goods being solicited rests solely with the offeror. The offeror's failure to familiarize itself with such conditions will in no way relieve the successful offeror from the necessity of furnishing any materials or performing any work that may be required to complete the work in accordance with the drawings and specifications.

30.0 MATHEMATICAL ERRORS

In the event of multiplication /extension error(s), the unit price will prevail. In the event of addition error(s) the extension totals will prevail. Written prices shall prevail over figures. All bids shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

31.0 FUNDING

This solicitation is subject to availability of lawfully budgeted and appropriated funds by the County.

32.0 SOLICITATION EXPENSES

Offerors shall bear all costs and expenses incurred with developing, preparing, and submitting their offers.

33.0 OWNERSHIP AND FORMAT OF WORK PRODUCT

All plans and specifications developed under any contract resulting from this solicitation shall become the property of Sarasota County Government and may not be re-used by the offeror without the County's permission.

34.0 ROYALTIES AND PATENTS

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

35.0 INDEMNIFICATION OF THE COUNTY AND OFFICERS AND EMPLOYEES

35.1 For all procurements other than construction services and design professional services as defined in Section 725.06(2) and Section 725.08(1), F.S. respectively, the following indemnification requirements apply:

The offeror shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the offeror arising out of or in any way connected with the offeror or subcontractor's performance or failure to perform under the terms of any contract resulting from any solicitation.

35.2 For construction services, the following indemnification requirements apply:

Pursuant to Section 725.06(2), F.S. the Contractor shall indemnify and hold harmless Sarasota County Government from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the contract.

35.3 For design professional services, as defined by Section 725.08(1), F.S., the following indemnification requirements apply:

Pursuant to Section 725.08(1), F.S. the design professional shall indemnify and hold harmless Sarasota County Government from liabilities, damages, losses, and costs,

GENERAL TERMS AND CONDITIONS OF SOLICITATIONS

including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

36.0 TECHNOLOGY

Computer systems and databases used for providing the documents necessary to any contract shall be compatible with existing County systems and Enterprise Information Technology policies. The County has standardized on MS Office (DOCX, XLSX, etc.) and Adobe (PDF) for documents and images.

37.0 SUSTAINABILITY

Sarasota County encourages sustainable practices as set forth in its Procurement Code.

38.0 LOCAL PREFERENCE (As Applicable)

38.1 Unless otherwise noted in the solicitation, preference shall be given to a "local business" in the awarding of any Invitation for Quote, Invitation for Bid or Request for Proposal, in accordance with the Sarasota County Procurement Code. Local preference shall not apply to other types of solicitations unless explicitly stated in subject solicitation.

38.2 "Local business" means (1) The vendor has paid a local business tax either to Sarasota, Manatee or Charlotte County, if applicable, or is a business entity registered with the State of Florida Division of Corporations indicating a principal office located in Sarasota, Manatee, or Charlotte County or presents other verifiable documents to substantiate business location in Sarasota, Manatee or Charlotte County that are satisfactory to the Procurement Official and (2) Has maintained a permanent physical business address located within the limits of either Sarasota, Manatee or Charlotte County from which the vendor operates or performs business for at least one year prior to the submission of an offer to a Sarasota County solicitation and, (3) Has at least five full time employees or one principal officer at this location.

38.3 Offerors wishing to be granted local preference must submit a Local Business Certification with their offer.

38.4 Offerors who submit falsified data may be suspended or debarred in accordance with the Sarasota County Procurement Code.

To determine if you may qualify for local business preference, please refer to the Local Preference Checklist for Vendors located at:

<https://www.scgov.net/procurement>

38.5 For local preference to be granted, the name of the company represented on required forms must be the same as the name on the local business certification.

38.6 Information regarding Sarasota County's Local Business Tax can be found at:

<http://sarasotataxcollector.governmax.com>.

38.7 In the case of a proposal submitted by more than one entity, any one of those entities can qualify the proposal for the local preference. Subcontractors cannot qualify a proposal for local preference.



When applicable, Sarasota County grants preference to local businesses in accordance with Section 2-215 of the Sarasota County Procurement Code. All vendors submitting a response to this solicitation must submit a local business certification as part of their bid/proposal submittal.

- N/A. Vendor does not wish to be considered for local business preference (do not respond to items 1-4 below).
- Vendor would like to be considered for local business preference. If this box is checked, vendor must respond to items 1 – 4 below.

1. **Place of Business**

The business named below is legally authorized to engage in the sale of goods and/or services and has a permanent physical place of business in Sarasota County Manatee County Charlotte County

Current Business Address:

City: State: Zip:

Length of time at current location: [years] [months]

If the business has been located at the address above for less than 1 year, provide the previous address:

Previous Business Address:

City: State: Zip:

Length of time at previous location: [years] [months]

2. **Local Business Tax**

The business named below is located in and has an active local business tax receipt in:

Sarasota County Charlotte County Local Business Tax Receipt #:

If the business named below is located in **Manatee County**, the business must be able to submit verifiable documentation (utility bill, tax receipt, etc) to substantiate the location of the business, within 5 business days of request by the County.

3. **Local Business Employees**

Number of full-time employees employed by the business named below:

4. **Principal Officer**

A Principal Officer of the Business listed below is employed at the location identified in Section 1.

Yes (If yes, please provide name and title) No

Name of Principal Officer:

Title of Principal Officer:

The undersigned hereby certifies that the information provided above is true and correct. Businesses who submit falsified data shall be subject to Section 2-213 of the Sarasota County Procurement Code and subject to suspension and debarment pursuant to Chapter 13 of the Sarasota County Procurement Manual.

Business Name:

Authorized Representative:

Title:

Solicitation #:

Date:

SECTION 3



SWORN STATEMENT: THE FLORIDA TRENCH SAFETY ACT

BID #: 191736JLS
BID TITLE: Water Looping, James Street

Vendor Name: []
Vendor Contact Name: []
Vendor Contact Email: []
Vendor Contact Phone: []

- 1. By submitting this form, vendor certifies that the Trench Safety Standards that will be in effect during the construction of this project are Florida Statutes Sections 553.60-55.64, Trench Safety Act, and OSHA Rules and Regulations, 29CFR1926.650, Subpart P.
2. Vendor assures that the entity will comply with applicable Trench Safety Standards and agrees to indemnify and hold harmless the County and Engineer, and any of their agents or employees from any claims arising from the failure to comply with said standards.
3. Vendor has appropriated \$ [] per linear foot of trench to be excavated over five-feet deep for compliance with the applicable standards. It is intended to comply with these standards by instituting the following procedures:

[]
[]

- 4. The undersigned has appropriated \$ [] per square foot for compliance with shoring safety requirements and intends to comply by instituting the following procedures:

[]
[]

If shoring is not shown on plans and none is anticipated to be required by the Contractor, enter "n/a" (not applicable). If no separate bid item for shoring is included on the bid form, the cost of any shoring which may be required shall be included in the amount bid for the item requiring such trenching

- 5. In submitting this form, vendor represents that they have reviewed and considered all available geotechnical information and made such other investigations and tests as deemed necessary to adequately design the trench safety system(s) will utilize on this project.

SECTION 4**CONTRACTOR QUALIFICATION FORM**

BIDDER NAME:		LICENSE #	
Project Name		Project, Contract, or Bid Number	
Owner Name		Reference Contact Name	
Reference Phone Number		Reference E-Mail Address	
Criteria #	Experience for Project: (Refer to Section 1, Paragraph 2.0, (IFB) Invitation for Bid)		
2.2	Was this project completed within the last ten (10) years preceding the bid opening? <u>Projects that do not meet this requirement will not be considered.</u>	<input type="checkbox"/> YES <input type="checkbox"/> NO Specify the month and year completed: Specify contract price:	
2.4a	Did this project include installation of 12" or larger pressure pipeline by horizontal directional drill (HDD) with a minimum of 250 linear feet (LF) in a single pull?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Self-Performed <input type="checkbox"/> Performed by Subcontractor Name of Subcontractor Contact Information:	
2.4b	Did this project include installation of 1,000 linear feet (LF) of 6-inch or larger diameter water main, including pressure testing, chlorination and successful bacteriological testing?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Self-Performed <input type="checkbox"/> Performed by Subcontractor Name of Subcontractor Contact Information:	

Contractor is to reproduce the form as necessary to demonstrate previous experience.

SECTION 5**BID BOND**

State of Florida, County of Sarasota

Know all men by these presents that we, _____ as Principal, and _____, as Surety, a Corporation chartered and existing under the laws of the State of _____, with its principal offices in the City of _____, and authorized to do business in the State of Florida are held and firmly bound unto the sponsor in the full and just sum of 5% of the Total Bid Price, in good and lawful money of the United States of America, to be paid upon demand by sponsor, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, and assigns, joint and severally and firmly by these presents.

The condition of this obligation is such, that whereas the Principal has submitted the attached Bid, dated _____, for **Water Looping, James Street, Bid #191736JLS**. Now, therefore, if the Principal shall withdraw said Bid prior to the date of opening the same, or shall within 10 days after the prescribed forms are presented to him for signature enter into a written Contract with Sarasota County, Florida in accordance with the Bid as accepted and give a Performance and Payment Bond with good and sufficient surety or sureties as may be required for the faithful performance and proper fulfillment of such Contract and for the prompt payment of all persons furnishing labor or materials in connection therewith or, in the event of failure to enter into such Contract and give such bond within the time specified, if the principal shall pay the County the difference between the amount specified in said Bid and the amount for which the County may procure the required work and/or supplies provided the latter amount to be in excess of the amount specified in said Bid, then the above obligations shall be void; otherwise, to remain in full force and effect.

In witness whereof, the above written parties have executed this instrument under their several seals dated _____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

SECTION 5

(Sign here if the Contractor is an Individual)

IN THE PRESENCE OF: _____(SEAL)
 Individual Principal

Address Business Address

(Sign here if the Contractor is a Partnership)

IN THE PRESENCE OF: _____(SEAL)
 Firm Name

Address Business Address

(Sign here if the Contractor is a Corporation)

ATTEST: _____
 Corporation Principal

BY: _____
 As President

(AFFIX CORPORATE SEAL) _____
 Business Address

 Corporate Surety

BY: _____
 As Authorized Agent

(AFFIX CORPORATE SEAL) _____
 Business Address

State of Florida, County of Sarasota

CONTRACT NO. _____

BCC APPROVED _____

CONSTRUCTION CONTRACTContract for **Water Looping, James Street, Bid # 191736JLS**

This Contract is made and entered into as of the date of execution by both parties, by and between Sarasota County, a political subdivision of the State of Florida (hereinafter "County") and **INSERT LEGAL NAME OF CONTRACTOR**, a Florida corporation authorized to do business in the State of Florida (hereinafter "Contractor").

WITNESSETH:

- I. Construction Materials, Services, and Labor:** That for and in consideration of the mutual promises and covenants hereinafter contained, together with the money consideration hereinafter recited, the Contractor shall furnish all the labor, services and materials for the construction of **Water Looping, James Street, Bid # 191736JLS**. All work and labor shall be done in accordance with the plans and specifications on file with the County, as listed in Article III, receipt of which is hereby acknowledged and which plans and specifications are incorporated herein by reference.
- II. Contract Price:** In consideration of the work, labor, services and materials to be furnished by the Contractor, in accordance with said plans and specifications, the County agrees to pay to the Contractor, upon the completion and acceptance thereof by the County, or its duly authorized agent, the total contract price of INSERT TOTAL AMOUNT (\$_____). The total contract price includes a 5% contingency amount for unanticipated work within the scope of the project and may only be authorized at the discretion of the County's Administrative Agent.
- III. Contract Documents:** The contract documents, which comprise the entire contract between County and Contractor and which are made a part hereof by this reference, consist of the following:
1. Solicitation, and any addenda
 2. Bid Form
- IV. Performance and Payment Bond:** The Contractor shall furnish to the County, prior to the commencement of operations hereunder, a Performance and Payment Bond executed by the Contractor, and a surety company authorized to do business in the State of Florida, in an amount no less than the contract price herein, which bond shall be conditioned upon the successful completion of all work, labor, services, and materials to be provided and furnished hereunder, and the payment of all subcontractors, materialmen, and laborers. The County will only accept a Performance and Payment Bond from a surety with an A.M. Best rating of 'A-' (Excellent) or better for Bids requiring bonds of \$500,000 or greater, or 'B+' (Very Good) or better for Bids requiring a bond of less than \$500,000. Said bond shall be subject to the approval of the Board of County Commissioners of Sarasota County, Florida. In accordance with Section 255.05, F.S., the County may not make a payment to the Contractor until the Contractor has provided the County a certified copy of the recorded bond.
- V. Insurance:** Contractor shall procure and maintain insurance as specified in Exhibit A, Insurance Requirements, attached hereto and made a part of this Contract.

- VI. Contractor's Affidavit:** When all work contemplated by the Contract has been completed, inspected, and approved by the County or its duly authorized agent, the Contractor shall furnish to the County the Contractor's affidavit in a form approved by the County. Release(s) of Lien may also be required by the County.
- VII. Payment:** Upon certification and approval by the County or its duly authorized agent, monthly payments may be made to the Contractor upon its application for all services or work completed or materials furnished in accordance with the Contract. Prior to substantial completion, monthly payments shall be made on the value of materials furnished or services and work completed up to the time of said application, less an amount retained as shown on the retainage table of **General Conditions 13.5 Retainage**. Retainage may be reduced by the County upon issuance of the Certificate of Substantial Completion if, in the sole opinion of the County, sufficient progress on the schedule has been accomplished, all Notices of Lien have been resolved, and the County has retained adequate retainage for the final completion of the Project and all estimated liquidated damages. The County shall inform the Contractor's Surety of any reduction in retainage. The Contractor must update each new pay request in accordance with any changes made to the previous submittal. Final payment shall be made after approval by the County or its duly authorized agent of all work, materials or services required under this Contract.
1. Monthly pay requests shall be submitted each month on the anniversary date of the Notice to Proceed.
 2. Monthly pay requests for less than \$200 are not acceptable and will not be processed, except for a final pay request.
- VIII. Non-Appropriations:** The County's performance and obligation to pay under this Contract is contingent upon an appropriation of lawfully available funds by the Board of County Commissioners. The County shall promptly notify the Contractor if the necessary appropriation is not made.
- IX. Time for Performance:** Time is of the essence in the performance of this Contract. The Contractor specifically agrees that contract time will begin on the date both the Project Purchase Order and the Notice to Proceed have been issued. Contractor also agrees no work will begin prior to such date. All work to be performed under the provisions of this Contract shall be completed to **Substantial Completion** in not more than **Two Hundred Ten (210) calendar days** and an additional **THIRTY (30) calendar days to Final Acceptance**, subject only to delays caused through no fault of the Contractor or acts of God.
- X. Liability of the Contractor:** Pursuant to §725.06(2), F.S. the Contractor shall indemnify and hold harmless Sarasota County Government from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract.
- This Section of the Contract will survive the completion or termination of the Contract.
- XI. Changes:** No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by the parties hereto. In the event of any disagreement as to the provisions of this Contract with the plans and specifications that are made a part hereof by reference, the Contract shall control.

XII. Liquidated Damages: The parties to this Contract agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the County for delay in the completion of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. Accordingly, the parties to the Contract agree that the liquidated damages for those items of damage not otherwise provided for by this Contract, for each and every day that the time consumed in completing the work provided for in these construction documents exceeds the time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays, and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the work within the time(s) fixed for completion herein. The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable therefore. The amount of liquidated damages to be assessed for each calendar day that Substantial Completion is delayed beyond the required date of Substantial Completion shall be **Five Hundred Dollars (\$500.00) per day**. The amount of liquidated damages to be assessed for each calendar day that Final Acceptance is delayed beyond the required date of Final Acceptance shall be **One Hundred Twenty-Five Dollars (\$125.00) per day**.

XIII. Contractor's Representations: Contractor makes the following representations:

1. Contractor has familiarized himself with the nature and extent of the contract documents, work, locality, all local conditions, and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of work.
2. Contractor declares that he has visited and examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, that he has examined the plans for the work and other contract documents relative thereto and has read all the addenda furnished prior to the opening of bids, and that he has satisfied himself relative to the work to be performed.
3. Contractor has investigated and is fully informed of the construction and labor conditions, of obstructions to be encountered, of the character, quality, and quantities of work to be performed, materials to be furnished, and requirements of the plans and other contract documents.
4. Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work, and no additional examinations, investigations, tests, reports, or similar data are or will be required by the Contractor for such purposes.
5. Contractor has given County written notice of all conflicts, errors, or discrepancies that he has discovered in the contract documents and the written resolution thereof by Engineer is acceptable to the Contractor.

6. Contractor declares that submission of a bid for the work constitutes an incontrovertible representation that the Contractor has complied with every requirement of this Section, and that contract documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work.
7. Equal Opportunity: The Contractor assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age or sex, in any activity under this Contract.
8. Public Entity Crimes: Pursuant to §287.133(3)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

XIV. Entire Contract: These contract documents constitute the entire understanding and contract between the parties and supersede any and all written or oral representations, statements, negotiations, or contracts previously existing between the parties with respect to the subject matters of this Contract. The Contractor recognizes that any representations, statements, or negotiations made by County staff do not suffice to legally bind the County in a contractual relationship unless they have been reduced to writing and signed by an authorized County representative. This Contract shall inure to the benefit of and be binding upon the parties, their respective assigns, and successors in interest.

XV. Notice Provision: Any notice or other communications concerning material changes to the Contract shall be sent via certified U.S. mail, return receipt requested, postage prepaid to the relevant address listed below.

Contract clarifications or questions regarding the interpretation of plans and/or specifications not involving: (a) any contract claim and/or dispute, (b) questions of time not involving extension, delay, or reduction of time, (c) monetary or compensatory issues, (d) fully executed IFCA's (Interim Field Change Agreement) and/or (e) material changes to the contract, shall be sufficiently given if delivered personally or sent via U.S. mail, postage prepaid, addressed as follows.

Contractor Representative:

County's Administrative Agent:

Name	_____	Name	John C. Chapman
Title	_____	Title	Construction Manager
Address	_____	Address	1001 Sarasota Center Blvd.
	_____		Sarasota, FL 34240
Telephone	_____	Telephone	941-861-0570
Fax	_____	Fax	941-861-0589
e-mail	_____	e-mail	jchapman@scgov.net

XVI. Waivers: Failures or waivers to insist on strict performance of any covenant, condition, or provision of this Contract by the parties, their successors or assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this Contract.

XVII. Modifications: This Contract may be modified only by instrument in writing and signed by the parties hereto as aforesaid.

XVIII. Counterparts: This Contract may be executed in any number of counterparts, any one of which may be taken as an original.

XIX. No Third Party Rights: The parties hereto do not intend nor shall this Contract be construed to grant any rights, privileges or interest to any third party.

XX. Remedies: The parties hereto agree that remedies for damages or any other remedies provided for herein shall be construed to be cumulative and not exclusive of any other remedy otherwise available under law.

XXI. Access To Records: Contractor, its employees and agents including all subcontractors, shall allow access to its records during normal business hours to the County, its employees, and agents.

XXII. Severability: If any provision of this Contract is found by a court of competent jurisdiction to be in conflict with an applicable statute or ordinance, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, but shall not invalidate any other provision of this Contract.

XXIII. Jurisdiction and Venue: The venue for purposes of any legal action founded upon this Contract shall be in the Twelfth Judicial Circuit in and for Sarasota County, Florida, which shall have personal jurisdiction over each of the parties to the Contract. This Contract shall be governed by the laws of the State of Florida.

There will be no arbitration on claims allegedly arising under this Contract between the County and the Contractor.

In the event of a dispute or claim arising out of this Contract, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Sarasota County, Florida, with the parties sharing equally in the cost of such mediation. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation. The parties agree that in the event of litigation they waive any and all rights to a trial by jury.

To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

XXIV. Local Hiring Initiative: In accordance with Sarasota County's Local Hiring Initiative Resolution No. 2013-127, Contractor is encouraged to work with CareerSource Suncoast, or any other agency designated by the State of Florida as a workforce development agency, to increase employment opportunities for local residents. Local residents are defined as residents of Sarasota County, but that definition may be expanded to include Manatee and Charlotte Counties if the requisite skill-set is not available in Sarasota County. Resolution No. 2013-127 establishes an aspirational goal for contractors and subcontractors to hire 15% minimum local residents as the new hires for construction and construction related projects.

The Contractor is hereby required to include the completed Local Hiring Initiative Participation Form as part of the monthly pay requests.

XXV. Scrutinized Companies

§287.135, F.S., prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. Contractor certifies that the organization is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Contract if a false certification has been made, or the Contractor is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

XXVI. Public Records

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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Sarasota County
Public Records office
1660 Ringling Blvd.
Sarasota, FL 34236**

Phone: 941-861-5886

Email: publicrecords@scgov.net

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the parties have executed this Contract as of the date last below written.

WITNESS:

INSERT CONTRACTOR LEGAL NAME

Signed By: _____

Signed By: _____

Print Name: _____

Print Name: _____

Title: _____

Date: _____

SARASOTA COUNTY

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

BY: _____

CHAIR

DATE: _____

ATTEST:

KAREN E. RUSHING, Clerk of the Circuit
Court and Ex-Officio Clerk of the Board
of County Commissioners

BY: _____

Approved as to form and correctness:

BY: _____

COUNTY ATTORNEY

EXHIBIT A
INSURANCE REQUIREMENTS

For purposes of this Exhibit A, the terms "Vendor," "Contractor" and "Consultant" shall be interchangeable and the terms "Contract," "Term Contract" and "Agreement" shall be interchangeable.

CONTRACTOR'S INSURANCE

Contractor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Contract, insurance coverage (including endorsements) and limits as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

Insurance requirements itemized in this Contract and required of the Contractor shall extend to all subcontractors to cover their operations performed under this Contract. The Contractor shall be responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A-Class VII or better.

Each insurance policy required by this Contract shall apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.

The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.

Contractor shall furnish Certificates of Insurance to the County Administrative Agent evidencing the types and amounts of coverage, including endorsements, required by this Contract prior to commencement of work and prior to expiration of the insurance contract, when applicable. Such Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day notice of cancellation (10 days for non-payment of premium) or non-renewal of coverage. Notwithstanding these notification requirements, the Contractor will be required to provide County with at least 5 days prior written notice of any policy cancellation or non-renewal.

The County reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Contract. County reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

Exhibit A Insurance Requirements

- A. WORKERS' COMPENSATION:** Contractor shall maintain Workers' Compensation insurance in accordance with Florida Statutes, Chapter 440. Employers Liability to be included with a minimum limit of \$500,000.00 per accident/per disease/per employee. If work is to be performed over or adjacent to navigable water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included.

In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Workers' Compensation policy for all personnel on the worksite.

- B. COMMERCIAL GENERAL LIABILITY:** Contractor shall maintain Commercial General Liability per ISO form CG0001 or its equivalent, including but not limited to coverage for premises and operations, personal injury, products & completed operations, liability assumed under an insured contract, and independent contractors with limits of not less than \$1,000,000.00 each occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract. There shall be no exclusions for explosion, collapse and underground hazards.

Contractor agrees to endorse **Sarasota County Government** as an additional insured on the Commercial General Liability coverage.

- C. BUSINESS AUTOMOBILE LIABILITY:** Contractor agrees to maintain Business Automobile Liability with limits not less than \$1,000,000.00 combined single limit for each accident covering all Owned, Non-Owned & Hired automobiles used in the performance of this Contract. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

If the Contractor is shipping a product via common carrier, the contractor shall be responsible for any loss or damage sustained in delivery/transit.

- D. UMBRELLA/EXCESS LIABILITY:** Contractor agrees to maintain Umbrella or Excess Liability with limits not less than \$2,000,000.00 each occurrence and in the aggregate. Coverage shall follow the terms of the underlying insurance, including the additional insured provisions.

SECTION 7

**OTHER
CONTRACT
FORMS**

SECTION 7

**SARASOTA COUNTY GOVERNMENT
CONSENT OF SURETY TO FINAL PAYMENT**

SURETY:

BOND NO.:

OWNER: SARASOTA COUNTY BOARD OF COUNTY COMMISSIONERS

PROJECT TITLE: Water Looping James Street

CONTRACT #

CONTRACTOR:

EFFECTIVE DATE OF BOND:

In accordance with the provisions of the Contract referenced above between the above Owner and Contractor, the Surety Company named below:

SURETY COMPANY NAME:
SURETY COMPANY ADDRESS:

under Bond with the Contractor named below:

CONTRACTOR NAME:
CONTRACTOR ADDRESS:

Hereby approves final payment by the Owner to the Contractor and agrees that final payment does not relieve the Surety of its obligations under the Bond to the Owner named below:

**SARASOTA COUNTY COMMISSION
1660 RINGLING BOULEVARD
SARASOTA, FL 34234**

IN WITNESS WHEREOF, the Surety has hereto set its hands on this date _____, 20__

Surety

Signature of Authorized Representative

Printed Name and Title

Attest/Witness:
(Seal): _____

Attached: Notarized Power of Attorney

SECTION 7

**SARASOTA COUNTY
LOCAL HIRING INITIATIVE
Participation Form**

Instructions:

In Sarasota County’s Local Hiring Initiative Resolution No. 2013-127, the CONTRACTOR is encouraged to work with Career Source Suncoast (formerly known as Suncoast Workforce, Inc.), or any other agency designated by the State of Florida as a Workforce development agency, to increase employment opportunities for local residents. Local residents are defined as “residents of Sarasota County,” but that definition may be expanded to include Manatee and Charlotte Counties if the requisite skill-set is not available in Sarasota County. Resolution No. 2013-127 establishes an aspirational goal for contractor and subcontractors to hire 15% minimum local residents as the new hires for construction and construction related projects.

The CONTRACTOR shall complete the information below to provide information on any new hires needed by the Contractor or their subcontractor(s) to complete the Project.

This information must be submitted as part of the monthly pay requests.

Date: _____
Project Name: _____ Contract Number: _____
Contractor: _____ Submitted by: _____

Report on New Hires – Please indicate Any New Hires during the past month.

County of Resident	Number of New Hires Required to Complete Project	Number New Hires Local Residents	Cumulative New Hires to Date (Include previous months totals)
Sarasota			
Manatee			
Charlotte			
Other			

- By checking this box, the CONTRACTOR hereby acknowledges Sarasota County’s Local Hiring Initiative and indicates that no New Hires were required by the CONTRACTOR or their subcontractor(s) to complete the Project.

SECTION 7

**Standard Form For
CONTRACTOR'S FINAL AFFIDAVIT & RELEASE of LIEN**

STATE OF FLORIDA, COUNTY OF SARASOTA

Before me, the undersigned authority, personally appeared _____,
who, after being by me first duly sworn, deposes and says that:

1. He is _____ of _____,
(Title of Officer) (Name of Company)
doing business in the State of Florida, hereinafter called "Contractor".

2. Contractor pursuant to a Contract dated _____,
hereinafter referred to as "Contract", with Sarasota County, Florida, hereinafter
referred to as "County", has heretofore furnished or caused to be furnished labor,
material and services for the construction of certain improvements as more
particularly set forth in said contract.

3. Contractor represents that all work to be performed under the aforesaid Contract has
been fully completed and that all persons and firms who furnished material, labor
and/or services incident to the completion of said work have been paid in full except
to the following:

(Write in "None" if all persons and firms have been paid in full)

<u>NAME</u>	<u>ADDRESS</u>	<u>AMOUNT DUE</u>

4. The undersigned affiant for and in consideration of final payment to him in the
amount of \$_____, and all other previous payments paid by County
to contractor, does hereby for and in behalf of the Contractor, waive, release, remise
and relinquish the contractor's right to claim, demand or impose a lien or liens for
work done or materials and/or services furnished or any other class of lien
whatsoever, on any of the premises owned by County on which improvements have
been completed in connection with the aforementioned contract.

5. The affiant herein does hereby represent that he has authority to execute a full and
final Release of Lien for and in behalf of the Contractor as set forth above.

6. The affiant herein makes this Affidavit and Release of Lien for the express purpose of
inducing County to make final disbursement and payment to the Contractor in the
amount of \$_____.

7. This Affidavit and Release of Lien is made by affiant with full knowledge of the
applicable laws of the State of Florida. In addition to such rights as may be afforded
to County under said applicable laws, affiant expressly agrees to indemnify and save
County harmless from any and all actual costs and expenses, including reasonable
attorney's fees, arising out of claims by laborers, subcontractors or materialmen who
might claim that they have not been paid for services or material furnished by or
through the contractor in connection with the work performed under the
aforementioned Contract.

SECTION 7

Name of Corporation

By: _____
President

(CORPORATE SEAL)

ATTEST:

Name of Corporation

Secretary

Sworn to and subscribed before me
this day _____
(date)

Notary Public

(NOTARY SEAL)

My Commission Expires: _____

SECTION 7

STORED MATERIALS AFFIDAVIT

STATE OF FLORIDA, COUNTY OF SARASOTA

Before me, the undersigned authority, personally appeared _____,
who being duly sworn, says that he is a subcontractor for _____
of _____, General Contractor for _____
Project, and that all materials billed on the attached invoice are being held in the
subcontractor's warehouse at _____, Florida, for this project,
and are fully insured against loss or damage.

(Subcontractor Firm Name)

By: _____
(Name of Representative)

(Title of Representative)

SWORN TO AND SUBSCRIBED BEFORE ME THIS ____ DAY OF _____, 20____

Notary Public:

My commission expires: _____

FOR

General Contractor for this project states that the stored materials constitute a part of the
Performance, payment and guarantee bond, and are for this project only.

SWORN TO AND SUBSCRIBED BEFORE ME THIS ____ DAY OF _____, 20____

Notary Public:

My commission expires: _____

SECTION 7

**SARASOTA COUNTY GOVERNMENT
PERFORMANCE AND PAYMENT BOND**

In compliance with F.S. Chapter 255.05(1)(a)

BOND NO.: _____
CONTRACTOR NAME: _____
CONTRACTOR ADDRESS: _____

CONTRACTOR PHONE NO.: _____
SURETY COMPANY: _____

SURETY AGENT: _____

OWNER NAME: Sarasota County Board of County Commissioners
OWNER ADDRESS: 1660 Ringling Boulevard
Sarasota FL 34236

OWNER PHONE NO.: 941-861-5000

BOND AMOUNT: _____
CONTRACT NO.: (if applicable) _____

DESCRIPTION OF WORK: Water main looping project to improve water
quality for businesses and residents.

PROJECT ADDRESS: James Street through to Pinebrook.

LEGAL DESCRIPTION: James Street: 17/39S/19E

By this bond, we, _____, as Principal and _____, a corporation, as Surety, are bound to Sarasota County Board of County Commissioners, herein called Owner, in the sum of \$ _____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

SECTION 7**SARASOTA COUNTY GOVERNMENT
PERFORMANCE AND PAYMENT BOND**

In compliance with F.S. Chapter 255.05(1)(a)

The conditions of this bond is that if Principal:

1. Performs the Contract dated _____, between principal and Owner for construction of **Water Looping, James Street, Bid #191736JLS** the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05 (1) Florida Statutes, supplying principal with labor, materials, or supplies, used directly or indirectly by principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by principal under the contract work; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect surety's obligation under this bond.

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.

SECTION 7

**SARASOTA COUNTY GOVERNMENT
PERFORMANCE AND PAYMENT BOND**

In compliance with F.S. Chapter 255.05(1)(a)

In witness whereof, the said Principal and Surety have signed and sealed this instrument

This

_____ (date)

Principal

By:

_____ As President

(SEAL)

Surety

By:

Approved as to form and execution:

By: _____

Attorney to Board of
County Commissioners of
Sarasota County, Florida

Any Claims under this bond may be addressed to
(Name and address of Surety):

Telephone No: _____

Name and address of agent or representative in Florida if different from above:

Telephone No: _____