



MANATEE COUNTY PURCHASING
 Mail Invoice To:
 CLERK OF THE CIRCUIT COURT
 MANATEE COUNTY FINANCE DEPARTMENT
 P.O. BOX 1000
 BRADENTON, FL 34206-1000
 SEND SEPARATE INVOICES FOR EACH SHIPMENT

PURCHASE ORDER NO.:	PD100788
PAGE:	Page 1 of 3
ORDER DATE:	12/17/09
DATE REQUIRED:	
TERMS:	NET 45
SHIP VIA:	BESTWAY
F.O.B.:	DESTINATION
CONFIRMED TO:	TASK 20100274ds

VENDOR

V962452 (941) 723-1611
 WESTRA CONSTRUCTION CORP
 PO BOX 1149
 PALMETTO, FL 34220-1149

SHIP TO

50205
 PROJECT MANAGEMENT DEPARTMENT
 PROJECT MANAGEMENT ADMIN
 1026 26TH AVE E
 BRADENTON, FL 34208
 Requested by: BORDONARO/G/RD

ITEM	QUANTITY	U/M	DESCRIPTION	UNIT PRICE	TOTAL PRICE
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MANATEE COUNTY CODE OF LAWS, CHAPTER 2-26 MANATEE COUNTY PURCHASING ORDINANCE, SECTION 2-26-40 AND THE STANDARDS AND PROCEDURES APPROVED BY THE COUNTY ADMINISTRATOR.

 SOURCE SELECTION/AUTHORIZATION FOR THIS PROCUREMENT PER MANATEE COUNTY CODE OF LAWS, CHAPTER 2-26 MANATEE COUNTY PURCHASING ORDINANCE, SECTION 2-26-40 AND THE STANDARDS AND PROCEDURES APPROVED BY THE COUNTY ADMINISTRATOR.

 PRICING IN ACCORDANCE WITH RFQ#10-0274-DS
 Lift Station -Satellite Bayshore Yacht Basin Rehab (PROJECT NO. 6068080)
 RECEIVED FROM MICHAEL BEUKEMA, DATED NOVEMBER 25, 2009

 THIS PURCHASE ORDER SHALL ACT AS THE OFFICIAL NOTIFICATION OF NOTICE TO PROCEED.
 WORK TO COMMENCE: December 18, 2009
 COMPLETION OF WORK: 210 CALENDAR DAYS
 COMPLETION DATE: July 16, 2010

 MANATEE COUNTY CONTACT:
 SAL BORDONARO, PROJECT MANAGER
 PHONE: 941-708-7450, EXTENSION 7341
 EMAIL: sal.bordonaro@mymanatee.org

 Westra Contact is Mr. Greg Doan
 Phone (941) 723-1611-----Fax (941) 729-8365

 ****CONTINUED****

ACCEPTED IN OPEN SESSION

JAN 07 2010

BOARD OF COUNTY COMMISSIONERS
 MANATEE COUNTY, FLORIDA

TOTAL

Requisition #:
 Reference #:
 See Reverse Side For Terms and Conditions

Buyer:

A PACKING LIST MUST ACCOMPANY EVERY SHIPMENT.
 FLORIDA SALES TAX EXEMPT. CERT. NO. 85-8012622206C-6.
 F.E.T. EXEMPT CERT. NO. 59-78-0089 K.

NO DEVIATION IN THE TERMS AND CONDITIONS OR SPECIFICATIONS OF THIS PURCHASE CONTRACT SHALL BE MADE UNLESS SPECIFICALLY AUTHORIZED BY MANATEE COUNTY PURCHASING.

Approved By:

Demma M Stovro



MANATEE COUNTY PURCHASING
 Mail Invoice To:
 CLERK OF THE CIRCUIT COURT
 MANATEE COUNTY FINANCE DEPARTMENT
 P.O. BOX 1000
 BRADENTON, FL 34206-1000
 SEND SEPARATE INVOICES FOR EACH SHIPMENT

PURCHASE ORDER NO.: P0100788
PAGE: Page 3 of 3
ORDER DATE: 12/17/89
DATE REQUIRED:
TERMS: NET 45
SHIP VIA: BESTWAY
F.O.B.: DESTINATION
CONFIRMED TO: TASK 20100274ds

VENDOR

V962452 (941) 723-1611
 WESTRA CONSTRUCTION CORP
 PO BOX 1149
 PALMETTO, FL 34220-1149

SHIP TO

S0205
 PROJECT MANAGEMENT DEPARTMENT
 PROJECT MANAGEMENT ADMIN
 1026 26TH AVE E
 BRADENTON, FL 34208
 Requested by: BORDONARO/G/RD

ITEM	QUANTITY	U/M	DESCRIPTION	UNIT PRICE	TOTAL PRICE
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412-6068080-534000/6068080-0004

TOTAL 147,982.00

Requisition #: R042691

Reference #:

Buyer:

DONNA STEVENS CONSTRUCTION BUYER (941) 708-7528

See Reverse Side For Terms and Conditions

A PACKING LIST MUST ACCOMPANY EVERY SHIPMENT.
 FLORIDA SALES TAX EXEMPT. CERT. NO. 85-801262206C-6.
 F.E.T. EXEMPT CERT. NO. 59-78-0089 K.

NO DEVIATION IN THE TERMS AND CONDITIONS OR SPECIFICATIONS OF THIS PURCHASE CONTRACT SHALL BE MADE UNLESS SPECIFICALLY AUTHORIZED BY MANATEE COUNTY PURCHASING.

Approved By:

Donna M. Stevens

PERFORMANCE AND PAYMENT BOND
(Public Work)
In compliance with F.S. Chapter 255.05(1)(a)

RECD DEC 16 2009

BOND NO.: 105336144
CONTRACTOR NAME: WESTRA CONSTRUCTION CORP.
CONTRACTOR ADDRESS: 1263 12TH AVENUE EAST
PALMETTO, FL 34221
CONTRACTOR PHONE NO.: (941)723-1611
SURETY COMPANY: TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
ONE TOWER SQUARE
HARTFORD, CT 06183
(860)277-1561
SURETY AGENT: WILLIS OF FLORIDA, INC.
6771 PROFESSIONAL PARKWAY WEST
SARASOTA, FL 34240
(941)554-3140
OWNER NAME: MANATEE COUNTY
OWNER ADDRESS: 1112 MANATEE AVENUE WEST
BRADENTON, FL 34205
OWNER PHONE NO.: (941)749-3074
OBLIGEE NAME: (If contracting
entity is different from the owner,
the contracting public entity)
OBLIGEE ADDRESS:
OBLIGEE PHONE NO.:
BOND AMOUNT: \$ 147,982.00
CONTRACT NO.: (if applicable) RFQ #10-0274-DS
DESCRIPTION OF WORK: LIFT STATION - SATELLITE BAYSHORE YACHT BASIN REHAB
(RTU101), PROJECT NO. 6068080, RFQ #10-0274-DS.
LEGAL DESCRIPTION: LIFT STATION - SATELLITE BAYSHORE YACHT BASIN REHAB,
MANATEE COUNTY, FLORIDA.

FRONT PAGE

All other Bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be pre-printed thereon.

THE AMERICAN INSTITUTE OF ARCHITECTS



Premium Amount Based on Final Contract or Bond Amount, whichever is greater.

Bond No. 105336144

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address): WESTRA CONSTRUCTION CORP. 1263 12TH AVENUE EAST PALMETTO, FL 34221

SURETY (Name and Principle Place of Business): TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA ONE TOWER SQUARE HARTFORD, CT 06183

OWNER (Name and Address): MANATEE COUNTY 1112 MANATEE AVENUE WEST BRADENTON, FL 34205 CONSTRUCTION CONTRACT

ACCEPTED IN OPEN SESSION

JAN 07 2010

Date: Amount: \$ 147,982.00 Description (Name and Location): LIFT STATION - SATELLITE BAYSHORE YACHT BASIN REHAB (RTU101), PROJECT NO. 6068080, RFQ #10-0274-DS.

BOARD OF COUNTY COMMISSIONERS MANATEE COUNTY, FLORIDA

BOND Date (Not earlier than Construction Contract Date): Amount: \$ 147,982.00 Modifications to this Bond:

[X] None [] See Page 3

CONTRACTOR AS PRINCIPAL COMPANY: (Corporate Seal) WESTRA CONSTRUCTION CORP.

SURETY COMPANY: (Corporate Seal) TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Signature: [Signature] Name and Title: MICHAEL BEUKEMA, EVD

Signature: [Signature] Name and Title: Anthony T. Papa, Jr., Attorney-in-Fact and Licensed Florida Agent

(Any additional signatures appear on page 3)

FOR INFORMATION ONLY-Name, Address and Telephone AGENT OR BROKER: WILLIS OF FLORIDA, INC. 6771 PROFESSIONAL PARKWAY WEST SARASOTA, FL 34240 (941)554-3140

OWNER'S REPRESENTATIVE (Architect, or Engineer or other party): DONNA STEVENS, PUBLIC WORKS DEPT. 1022 26TH AVENUE E. BRADENTON, FL 34208

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its rights to perform and complete, arrange for completion, or obtain a new contractor and with

reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

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

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

Signature: _____
Name and Title:
Address:

SURETY

Company: _____ (Corporate Seal)

Signature: _____
Name and Title:
Address:

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 105336144

AIA Document A312

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
WESTRA CONSTRUCTION CORP.
1263 12TH AVENUE EAST
PALMETTO, FL 34221

SURETY (Name and Principle Place of Business):
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
ONE TOWER SQUARE
HARTFORD, CT 06183

OWNER (Name and Address):
MANATEE COUNTY
1112 MANATEE AVENUE WEST
BRADENTON, FL 34205
CONSTRUCTION CONTRACT

ACCEPTED IN OPEN SESSION

JAN 07 2010

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

Date:
Amount: \$ 147,982.00
Description (Name and Location):
LIFT STATION - SATELLITE BAYSHORE YACHT BASIN REHAB (RTU101), PROJECT NO. 6068080, RFQ
#10-0274-DS.
BOND

Date (Not earlier than Construction Contract Date):
Amount: \$ 147,982.00
Modifications to this Bond: [] None

[X] See Page 6

CONTRACTOR AS PRINCIPAL

SURETY

COMPANY: (Corporate Seal)
WESTRA CONSTRUCTION CORP.

COMPANY: (Corporate Seal)
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Signature: [Signature]
Name and Title: MICHAEL BEUKEMA, EUP

Signature: [Signature]
Name and Title: Anthony T. Papa, Jr., Attorney-in-Fact and
Licensed Florida Agent

(Any additional signatures appear on page 6)

FOR INFORMATION ONLY-Name, Address and Telephone
AGENT OR BROKER:
WILLIS OF FLORIDA, INC.
6771 PROFESSIONAL PARKWAY WEST
SARASOTA, FL 34240
(941)554-3140

OWNER'S REPRESENTATIVE (Architect,
Engineer or other party):
DONNA STEVENS, PUBLIC WORKS DEPT.
1022 26TH AVENUE E.
BRADENTON, FL 34208

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2. With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly, or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be

null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

- .1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
- .2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
- .3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this

Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim,

stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement

shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this

Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the

Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

This bond is given to comply with section 255.05 Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This bond shall be considered a Statutory Bond and not a Common-Law Bond.

Paragraph 6 is deleted in its entirety and the following is substituted in its place:

6. When the Claimant has satisfied the conditions of Paragraph 4, and has submitted all supporting documentation and any proof of claim requested by the Surety, the Surety shall, within a reasonable period of time, notify the Claimant of the amounts that are undisputed and the basis for challenging any amounts that are disputed, including, but not limited to, the lack of substantiating documentation to support the claim as to entitlement or amount, and the Surety shall, within a reasonable period of time, pay or make arrangements for payment of any undisputed amount; provided, however, that the failure of the Surety to timely discharge its obligations under this paragraph or to dispute or identify any specific defense to all or any part of a claim shall not be deemed to be an admission of liability by the Surety as to such claim or otherwise constitute a waiver of the Contractors or Suretys defenses to, or right to dispute, such claim. Rather, the Claimant shall have the immediate right, without further notice, to bring suit against the Surety to enforce any remedy available to it under the Bond.

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

CONTRACTOR AS PRINCIPAL
Company:

(Corporate Seal)

SURETY
Company:

(Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 218333

Certificate No. 003018561

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Anthony T. Papa Jr., Carol McManus, Christine A. Papa, and Tina Gonzalez

of the City of Sarasota, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 19th day of May, 2009

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 19th day of May, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20 ____.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kori M. Johanson
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

ACORD CERTIFICATE OF LIABILITY INSURANCE

12/15/2009

PRODUCER (813)637-8877 FAX (813)637-8484
 Insurance Office of America, Inc.
 4915 W. Cypress Street
 Suite 100
 Tampa, FL 33607

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED **Westra Construction Corporation**
 PO Box 1149
 Palmetto, FL 34220

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Illinois National Insurance Co.	23817
INSURER B: North River Insurance Co.	21105
INSURER C: Zenith Insurance Company	13269
INSURER D: Everest Indemnity Insurance	10851
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY	0936085	07/01/2009	07/01/2010	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Per Job Aggregate <input type="checkbox"/> \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	X	AUTOMOBILE LIABILITY	0935868	07/01/2009	07/01/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY	ACCEPTED IN OPEN SESSION JAN 07 2010 BOARD OF COUNTY COMMISSIONERS MANATEE COUNTY, FLORIDA			AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B		EXCESS/UMBRELLA LIABILITY	553 0925214	07/01/2009	07/01/2010	EACH OCCURRENCE \$ 10,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				AGGREGATE \$ 10,000,000 \$ \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Z068928803	03/01/2009	03/01/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D		OTHER Contractors Pollution Liability	EF4ML01593-091	07/01/2009	07/01/2010	Aggregate Limit - \$2,000,000 Each Pollution Condition Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Project: RFQ # 10-0274-DS Lift Station-Satellite Bayshore Yacht Basin Rehab (RTU101) No#: 6068080
 County of Manatee, Florida is Additional Insured with respects to General Liability per form form 61712

*Addendum to Cancellation: 10 Days Notice applies for non-payment of premium.

CERTIFICATE HOLDER

Manatee County Government,
 Public Works Department
 Project Management Division
 Attn: Donna M. Stevens
 1022 26th Avenue E.
 Bradenton, FL 34208

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Mark Sheffield/BARRES 

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

CONTRACT DOCUMENTS
FOR
LIFT STATION UPGRADES
BAYSHORE YACHT BASIN LIFT STATION REHAB

PROJECT # 404-6068080/5310001

October 2009

PROJECT OWNER:

County of Manatee, Florida
c/o Manatee County Purchasing Division
1112 Manatee Avenue West
Bradenton, Florida 34205
(941) 748-4501

PREPARED BY:

Engineering Division
Manatee County Public Works Department
1022 26th Avenue East
Bradenton, Florida 34208
(941) 708-7415

INFRASTRUCTURE ENGINEERING STANDARD SPECIFICATIONS

SECTION 02640 VALVES AND APPURTENANCES	2
SECTION 02720 SANITARY SEWER BYPASS PUMPING	5
SECTION 13350 LIFT STATION REHABILITATION	8

This specification includes by reference the Manatee County Utility Standards approved March 2009.

Scope of Work: Remove and replace base ells, piping, fittings, braces and other hardware from the wet well and valve vault. Repair existing T-Lock liner where damaged, at entrance hatches and penetrations. Install doghouse manhole for new magnetic flow meter.

SECTION 02640 VALVES AND APPURTENANCES

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. The Contractor shall furnish all labor, materials, equipment and incidentals required and install complete and ready for operation all valves and appurtenances as shown on the Drawings and as specified herein.
- B. All valves and appurtenances shall be of the size shown on the Drawings and, to the extent possible, all equipment of the same type on the Project shall be from one manufacturer.
- C. All valves and appurtenances shall have the name of the manufacturer and the working pressure for which they are designed cast in raised letters upon some appropriate part of the body.
- D. All valves shall have a factory applied, fusion bonded epoxy coating on interior and exterior unless noted otherwise in the plans or this specification.
- E. The equipment shall include, but not be limited to, the following:
 - 1. Gate valves (Sec. 2.01)
 - 2. Check Valves (Sec. 2.02)

1.02 DESCRIPTION OF SYSTEMS

All of the equipment and materials specified herein are intended to be standard for use in controlling the flow of potable water, reclaim water, wastewater, etc., depending on the applications.

1.03 QUALIFICATIONS

All of the types of valves and appurtenances shall be products of well established reputable firms who are fully experienced and qualified in the manufacture of the particular

equipment to be furnished. The equipment shall be designed, constructed and installed in accordance with the best practices and methods and shall comply with these Specifications as applicable. Valves shall be as covered under mechanical devices in Section 8 of ANSI/NSF Standard 61.

1.04 SUBMITTALS

- A. Submit to the Engineer within 30 days after execution of the contract a list of materials to be furnished, the names of the suppliers and complete shop drawings of all valves and appurtenances.

1.05 TOOLS

Special tools, if required for normal operation and maintenance shall be supplied with the equipment.

PART 2 PRODUCTS

2.01 GATE VALVES

- A. All buried valves shall have cast or ductile iron three (3) piece valve bodies.
- B. Where required, gate valves shall be provided with a box cast in a concrete slab and a box cover. Length of box shall include slab thickness. Box cover opening shall be for valve stem and nut. Valve wrenches and extension stems shall be provided by the manufacturer to actuate the valves. The floor box and cover shall be equal to those manufactured by Rodney Hunt Machine Company, Orange, Massachusetts, Clow, DeZurik or approved equal.
- C. Gate valves with 3"-20" diameters shall be resilient seated, manufactured to meet or exceed the requirements of AWWA C509 or C515 and UL/FM of latest revision and in accordance with the following specifications. Valves shall have an unobstructed waterway equal to or greater than the full nominal diameter of the valve.
- D. All bonnet bolts, nuts and studs shall be stainless steel.

2.02 CHECK VALVES

- A. Check valves for cast iron and ductile iron pipe lines shall be swing type and shall meet the material requirements of AWWA Specification C508. The valves shall be iron body, bronze mounted, single disc, 175 psi working water pressure and nonshock. Valves shall be as manufactured by Mueller, Clow, Kennedy, M&H. Valves 8" and larger shall be air cushioned to reduce valve slam.
- B. When there is no flow through the line, the disc shall hang lightly against its seat in practically a vertical position. When open, the disc shall swing clear of the waterway.
- C. Check valves shall have bronze seat and body rings, extended bronze hinge pins and bronze nuts on the bolts of bolted covers. The interior and exterior of the valve body shall have a factory applied, fusion bonded or a 10 mil, two-part epoxy coating (Protecto 401 or approved equal)
- D. Valves shall be so constructed that disc and body seat may easily be removed and

replaced without removing the valve from the line. Valves shall be fitted with an extended hinge arm with outside lever and weight. Weights provided and approved by the Engineer shall be installed.

PART 3 EXECUTION

3.01 INSTALLATION

- A. All valves and appurtenances shall be installed in the location shown, true to alignment and rigidly supported. Any damage occurring to the above items before they are installed shall be repaired to the satisfaction of the Engineer.
- B. Pipe for use with flexible couplings shall have plain ends as specified in the respective pipe sections.
- C. Flanged joints shall be made with high strength, stainless steel bolts, nuts and washers. Mechanical joints shall be made with mild corrosion resistant alloy steel bolts and nuts. All buried bolts and nuts shall be heavily coated with two (2) coats of bituminous paint comparable to Inertol No. 66 Special Heavy.

3.03 SHOP PAINTING

Ferrous surfaces of valves and appurtenances shall receive a coating of rust-inhibitive primer. All pipe connection openings shall be capped to prevent the entry of foreign matter prior to installation.

3.04 FIELD PAINTING

All metal valves and appurtenances specified herein and exposed to view shall be painted.

END OF SECTION

SECTION 02720 SANITARY SEWER BYPASS PUMPING

PART 1 GENERAL

1.01 SCOPE

The Contractor shall furnish all labor, materials, equipment and incidentals required to maintain existing and anticipated flows within the affected portion of the collection system throughout the construction period.

1.02 PUBLIC IMPACTS

The contractor shall not create a public nuisance due to excessive noise or dust, nor impact the public with flooding of adjacent lands, discharge of raw sewage, or release of other potential hazards, nor shall he encroach on or limit access to adjacent lands. No extra charge may be made for increased costs to the contractor due to any of the above.

1.03 SUBMITTALS

A. The Contractor shall, within 7 days of the date of the Notice to Proceed, submit to the Project Manager a detailed Pumping Plan for each site by-pass pumping will be needed. The Pumping Plan shall address all measures and systems to prevent a sanitary sewer overflow (SSO) as defined by the EPA. The Plan shall include as a minimum:

1. Working drawings and sketches showing work location, pump location, piping layout & routing. Show all proposed encroachment and access impacts on adjacent properties or facilities.
2. Pump, control, alarm and pipe specifications or catalog cuts. Detailed sketch of controls and alarm system.
3. Power requirements and details on methods to provide by-pass power or fueling.
4. If anticipated peak flows are 750 G.P.M. or greater, an operator is required on site at all times pump is in service. If the anticipated peak flows are less than 750 G.P.M. an operator may not be required to be on site at all times; show operator on-site schedule.
5. Procedures to be taken in case of power, pump, or piping failures; including contact names and numbers for emergency notifications.
6. Frequency and specific responsibility for monitoring pump operation, fuel levels, pump maintenance and entire length of piping.

PART 2 PRODUCTS

2.01 EQUIPMENT

A. Pumps:

1. By-pass pumping system shall consist of at least a primary pump and a backup pump. Each pump shall have a minimum pumping capacity of 150% of the anticipated peak flows. If a lift station by-pass, 150% of the lift station capacity (G.P.M. & T.D.H) for the lift station being by-passed.
2. Pumps shall be low noise or sound attenuated. The noise level at any operating condition, in any direction, shall not exceed 70dBA at a distance of twenty three (23) feet (7 meters) from the pump and/or power source.

B. Controls:

The by-pass pump system shall be equipped with automatic controls and an alarm system. The automatic controls will automatically start the backup pump in the event of a high water condition or failure of the primary pump. The alarm system will immediately notify the Contractor of a pump failure or high water condition.

C. Pipe:

Pipe shall be of adequate size and capacity to match the pumps. Pipe type and materials will depend on the particulars of the site conditions, and shall be detailed in the Pumping Plan. Contractor will provide all connections.

PART 3 EXECUTION

3.01 SITE CONDITIONS

Site conditions will vary by site. Contractor is responsible to determine and address requirements such as traffic control, excavation, connections & fittings, impacts on access to adjacent properties, routing and support of by-pass piping, etc., in the Pumping Plan.

3.02 ON-SITE MONITORING

- A. All by-pass operations where the anticipated flow rates are 750 G.P.M or greater shall require an employee on-site at all times (full-time on-site monitoring attended by personnel experienced with the pumps and controls, with demonstrated ability to monitor, turn on & off, and switch between pumps while the by-pass pump system is in service.
- B. By-pass operations where the anticipated flow rates are less than 750 G.P.M may not require an employee on-site at all times while the by-pass pump system is in operation. The Contractor shall have personnel experienced with the pumps and controls on site within the calculated response time to prevent an SSO after a high water alarm.
- C. During by-pass operations, the Contractor shall have posted on site with the permit, a copy of the approved Plan and the name and 24 hour contact number of the primary response person, the job site superintendent, and the construction company owner.

3.03 OPERATIONS

- A. The Contractor is responsible for securing and providing power, fuel, site security, traffic control and all other supplies, materials and permits required for the by-pass pumping.
- B. Contractor shall demonstrate automatic pump switching and alarm system to the satisfaction of: the County inspector, Project Manager, or Lift Stations Superintendent prior to beginning by-pass pumping. Satisfactory demonstration shall be documented by the inspector's, PM's or Lift Station Superintendent's dated signature on the posted copy of the approved Pumping Plan.

3.04 DAMAGE RESTORATION & REMEDIATION

- A. The Contractor shall be responsible for any pre-pump notifications, all restoration of pre-pump conditions and any damage caused by by-pass operations.

- B. Should there be an SSO caused by or as a direct result of the by-pass pumping, the contractor is responsible for all immediate & long term response, notifications, clean up, mitigation, etc. Copies of all written response plans, notifications, documentation, mitigation plans, etc., shall be submitted to the County Project Manager.

END OF SECTION

SECTION 13350 LIFT STATION REHABILITATION

PART 1 GENERAL

The Contractor shall furnish all labor, materials, equipment and incidentals required to remove / replace and install the internal equipment for a complete automatic, underground lift station and adjacent concrete valve and meter vault. The principal items of equipment shall include two submersible motor-driven sewage pumps (supplied and installed by Manatee County), valves, internal piping, pressure gauge, and meters (if required). All materials shall be new, without defects and of the best quality. All materials furnished and all work done shall be in strict accordance with all local requirements and codes.

1.01 EQUIPMENT

- A. Valve / Meter Vault: Precast concrete vault(s) shall be constructed as shown on the drawings and in accordance with section 03410. The vault(s) shall have a three (3) inch PVC drain with a P-trap return to the wetwell. The valve vault shall be adequate size to allow a minimum 12" clearance between all flange fittings and any concrete surfaces.
- A. Entrance Hatches: The lift station wetwell and vault(s) shall be equipped with an aluminum access cover sized as shown on the drawings. The wetwell access cover and valve pit access cover shall be constructed of aluminum with a minimum load rating of 300 lbs./sq. ft. and equipped with stainless steel hinges, hasp, and a device to lock the doors in an open position when the lid is raised (US Foundry, Halliday, or approved equal).
- B. Sewage Pumps and Electrical (By MC)
- C. Piping and Fittings

Lift Station wetwell shall be as called out on the plans; types allowable are listed below. All flanged fittings in the wetwell and vault shall be connected using stainless steel hardware (nuts, bolts and washers). All mechanical joint fittings shall use grip rings restraint systems with Corten bolts.

- 1. PVC: C900, class 200, DR-14 or Schedule 80 with push-joint 90's.
- 2. HDPE: DR11 with shop fused butt joints and flanges.
- 3. Stainless Steel, either welded or grooved joint, per the plans.

F. Pump Hardware

- 1. Lifting chains shall be 3/8" stainless steel type 316 attached to the pump lifting bail using stainless steel shackles. All pump mounting systems shall be of the front loading slide rail type BPIU, from Barney's Pump). All rails and mounting hardware shall be stainless steel.
- 2. A stainless steel hanger shall be installed in each wetwell for supporting floatball and pump cables. The hanger shall be constructed of 1/4" x 2" type 316 stainless steel flat stock with individual hooks for each floatball and pump cable constructed of 1/4" type 316 stainless steel rod stock. All fasteners, brackets, and other hardware installed in the wetwell and valve vault shall be type 316 stainless steel.
- 3. Pump base plate for HDPE piping installations shall be as detailed in the Manatee County Utility Standards, latest edition, or as shown on the plans.

- G. Painting: All paint and other coatings shall be applied in accordance with the project manufacturer's specifications for the surfaces being coated. The exterior surfaces of the valve vault and wetwell top exposed above grade shall be coated with at least two (2) coats of H & C Silicone acrylic concrete stain, Patio Green, Manufactured by FLR Paints, Inc.
- H. Gate Valves: All gate valves shall be resilient seated non rising stem. All valves inside the valve vault shall be equipped with handwheel.
- I. Link Seals: All piping penetrations of the wetwell and valve vault shall be through a grouted-in PVC sleeve that is bonded to the liner, sealed to the pipe using Link Seal Model S seals or approved equal. Install with bolts facing the outside of the wet well.

2.01 ELECTRICAL

- A. Service and Metering (by MC): Electric service and meter are existing.
- B. Conductors: Manatee County will pull new pump power cords, contractor to pull all other conductors. MC will connect leads and conductors at the control panel unless noted otherwise.
- C. Conduit (by MC) or as shown on the plans.
- D. Control Panel (by MC) or as shown on the plans

3.01 PERMITS

The Contractor shall be responsible for and shall pay for any permits and/or inspections required.

4.01 SHOP DRAWINGS AND INSPECTIONS

Shop drawings shall be submitted for approval in accordance with these Specifications prior to construction. When calling for inspection, the contractor should have these approved drawings available for review by the inspectors prior to acceptance by MC for maintenance. All inspections shall be arranged by contacting the Project Manager.

5.01 LANDSCAPING

The Contractor shall grade and fill the construction area to its *original* lines and grades and sod all disturbed or damaged grassed areas. Unless noted otherwise, Manatee County shall restore the landscaping and shrubs around the lift station.

6.01 LINER REPAIRS

The contractor shall repair all existing liners in accordance with the manufacturers recommendations. All HDPE and PVC liner work shall be performed by a contractor certified to install and repair the installed liner

Board
Records

**MANATEE COUNTY GOVERNMENT
REQUEST FOR QUOTATION
#10-0274-DS
Lift Station Upgrades
Bayshore Yacht Basin Lift Station Rehab (RTU 101)
Bradenton FL
Project File: 404-6068080/5310001**

DATE ISSUED: October 23, 2009 DUE DATE: November 25, 2009 at 2:00 PM

Acceptable methods of receipt:

Email Address: donna.stevens@mymanatee.org

FAX: (941) 708-7544

US MAIL to: Purchasing Office, 1112 Manatee Ave. W., Suite 803
Bradenton, FL 34205

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Quotation Form.....	11
Contract Documents... (sent via electronic transmittal).....	9 pages
Drawings (sent via electronic transmittal).....	6 pages
Drug Free Work Place Certification..... (2 pages).....	Attachment "B"
Public Contracting & Environmental Crimes..... (2 pages).....	Attachment "C"
Statement of No Quote..... (1page).....	Attachment "D"

Manatee County invites your participation in the following quotation. The specifications stated herein are of the minimum requirements. All quotes submitted must be in accordance with the General Conditions and Minimum Specifications.

Manatee County Utility Operations Department is requesting rehabilitation to Bayshore Yacht Basin Lift Station (RTU101) in accordance with the attached documents.

Location of work:

2301 S. Radcliffe Place, Bradenton Florida

Site Visit may be arranged by contacting Mr. Jim Marble at (941) 755-1853 ext.5277.

The Lump Sum Quotation shall be all inclusive for services stated in the specifications.

MANATEE COUNTY GOVERNMENT
REQUEST FOR QUOTATION
#10-0274-DS
Lift Station Upgrades
Bayshore Yacht Basin Lift Station Rehab (RTU 101)
Bradenton FL
Project File: 404-6068080/5310001

PURPOSE

It is the intent of the County of Manatee to purchase the services required for a Satellite Lift Station Rehabilitation to Lift Station # (RTU 101) located at the following address: 2301 S. Radcliffe Place, Bradenton Florida in accordance with the specifications herein.

SPECIFICATIONS

Vendor must submit quotes strictly in accordance with specifications. Each variance to these specifications must be specifically stated by the vendor on the quote form. Should the vendor not furnish the County a list of exceptions and supporting data, the County will assume the vendor is quoting in accordance with the specifications.

CLARIFICATION

It shall be the responsibility of all vendors to request any additional clarification of the contents herein. Clarification will be furnished by written addendum from Purchasing. Vendors shall not accept any verbal or telecommunication explanation as authorized clarification of the contents herein.

TAXES

Manatee County is exempt from Federal Excise and State Sales Taxes (F.E.T. Exempt Cert. No. 59-78-0089K and FL Sales Tax Exempt Cert. (No. 85-8012622206C-6)

QUALITY GUARANTEE AND REMEDIAL CLAUSE

If any work or material does not meet specifications, or materials furnished in conjunction with the work will not produce the results required of the work, the contractor will be required to rectify any and all work involved in the unsatisfactory situation. If the unsatisfactory work or materials involves other contractors who are blameless, then it shall be the responsibility of the contractor responsible for the faulty work or the furnishing of unsatisfactory materials to reimburse the blameless contractors for any and all additional work or materials required due to the faulty work or materials.

MANATEE COUNTY GOVERNMENT
REQUEST FOR QUOTATION
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Lift Station Upgrades
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QUALITY TERMS

The County reserves the right to reject any or all work or materials used in the work, if in its judgment the work or materials reflect unsatisfactory workmanship, or manufacturing defects.

BASIS OF AWARD

Award will be made to the responsive, responsible bidder having the lowest grand total price meeting specifications. The contractor shall give **72 hour notification** to the Project Manager, Mr. Sal Bordonaro at (941) 708-7450 ext. # 7341 prior to commencement of work.

QUALIFICATIONS

Each person/company submitting a quote for this project must secure all licenses required (in accordance with Chapter 489 Florida Statutes) for the Work which is the subject of this quote; and, upon request, shall submit a true copy of all applicable licenses. **A General Contractor's license is required. A copy of the license (s) must be provided at time of quote submittal.**

UNBALANCED BIDDING PROHIBITED

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

1. Quoters showing omissions, alterations of form, additions not specified or required conditional or unauthorized alternate quotes.
2. Quoters, quoting prices that substantially deviate, either higher or lower, from those included in the quotes of competitive quotes for the same line item unit costs.
3. Quotes where the unit costs offered are in excess of or below reasonable cost analysis values.

In the event the County determines that a quote is presumed unbalanced, it will request the opportunity to, and reserves the right to, review all source quotes, quotes, price lists, letters of intent, etc., which the quoter obtained and upon which the quoter

MANATEE COUNTY GOVERNMENT
REQUEST FOR QUOTATION
#10-0274-DS
Lift Station Upgrades
Bayshore Yacht Basin Lift Station Rehab (RTU 101)
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UNBALANCED BIDDING PROHIBITED (continued)

relied upon to develop the quote. The County reserves the right to reject as non-responsive any presumptive unbalanced quotes where the quoter is unable to demonstrate the validity and/or necessity of the unbalanced unit costs.

Front End Loading of Bid Pricing Prohibited

Prices offered for performance and/or acquisition activities to occur early in the project schedule, such as: mobilization, clearing and grubbing; or maintenance of traffic, that are substantially higher than pricing of competitive quote's within the same portion of the project schedule, will be presumed to be front end loaded. Front end loaded quotes could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the Contractor to complete the work or otherwise creating an appearance of an under-capitalized quoter.

In the event the County determines that a quote is presumed to be front end loaded, it will request the opportunity to, and reserves the right to, review all source quotes, quotes, price lists, letters of intent, etc., which the quoter obtained and upon which the quoter relied upon to develop the pricing or acquisition timing for these quote items. The County reserves the right to reject as non-responsive any presumptive front end loaded quotes where the quoter is unable to demonstrate the validity and/or necessity of the front end loaded costs.

RESERVED RIGHTS

The County reserves the right to accept or reject any and/ or all quotes, to waive irregularities and technicalities, and to request resubmission. Also, the County reserves the right to accept all or any part of the quote and to increase or decrease quantities to meet additional or reduced requirements of the County. Any sole response received by the first submission date may or may not be rejected by the County depending on available competition and current needs of the County.

USE OF TRADE NAMES

Brand or trade names referenced in the specifications are for comparison purposes only. Vendors may submit quotes on items manufactured by other than the manufacturer specified. In these instances quotes must be accompanied with all descriptive information necessary for a thorough evaluation of the proposed material or equipment such as detailed drawings and specifications, certified operation and test data, and experience records, as well as an itemized list of any variances from, or exceptions taken to the specifications. Failure of any vendor to furnish this data will be cause for rejection of the specified item to which it pertains.

**MANATEE COUNTY GOVERNMENT
REQUEST FOR QUOTATION
#10-0274-DS
Lift Station Upgrades
Bayshore Yacht Basin Lift Station Rehab (RTU 101)
Bradenton FL
Project File: 404-6068080/5310001**

REGULATIONS

It shall be the responsibility of each vendor to assure compliance with any OSHA, EPA and/or Federal or State of Florida rules, regulations or other requirements, as each may apply.

COLLUSION

All vendors, by virtue of submitting their quotes, certify that it is without any previous understanding, agreements or connections, with any persons, firm or corporation submitting a quote for same, and is in all respects fair, and without collusion or fraud.

SAVE HARMLESS CLAUSE

The successful vendor (s) covenants and agrees to indemnify and save harmless the County of Manatee, Florida and to defend same from all costs, expenses, damages, and attorney's fees, injury of loss, to which the County may be subjected by any person, firm, corporation or organization by reason of any wrongdoing, misconduct, want or need of care or skill, negligence or default or breach of contract, guaranty or warranty, by the successful vendor(s), his employees, agents or assigns.

COSTS INCURRED IN RESPONDING

This solicitation does not commit the County to pay any costs incurred in the submission of quotes or make necessary studies or designs for the preparation thereof, nor to procure or contract for the equipment.

ENCLOSURE

Public Entity Crime Affidavit (Form No. PUR: 7068) shall be submitted complete with all quotes in excess of \$ 10,000.

Drug Free Work Place Certification form shall be submitted with all quotes (see Attachment B).

The Statement of No Quote (Attachment D) shall be submitted if applicable.

**MANATEE COUNTY GOVERNMENT
REQUEST FOR QUOTATION
#10-0274-DS
Lift Station Upgrades
Bayshore Yacht Basin Lift Station Rehab (RTU 101)
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EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The County of Manatee, Florida, in accordance with the provisions of Title VI of the Civil rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR Part 8) issued pursuant to such Act, hereby notifies all vendors that it will affirmatively ensure that in any contract entered into pursuant to this invitation, minority business enterprises will be afforded full opportunity to submit quotes in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration of an award.

CANCELLATION

The Purchase Order (Contract) shall be subject to immediate cancellation, if either product or service does not comply with the specifications, terms, or conditions stated herein. Products or services which do not comply with the specifications, terms or conditions stated herein will be returned and no payment for such defective items shall be due.

INSURANCE COVERAGE

The bidder will not commence work under a contract until all insurance under this section, and such insurance coverage as might be required by the County, has been obtained. Minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy) shall be as follows:

a. Workers' Compensation/Employers' Liability

Part One – There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by Florida Worker's Compensation Act, the Longshoremen's and Harbor Worker's Compensation Act or any other coverage required by the contract documents which are customarily insured under Part One of the standard Worker's Compensation Policy.

Part Two – The minimum amount of coverage for the coverage required by the contract documents which are customarily insured under Part Two of the standard Worker's Compensation Policy shall be:

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

MANATEE COUNTY GOVERNMENT
REQUEST FOR QUOTATION
#10-0274-DS
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B. Commercial General Liability

The limits are to be applicable only to work performed under this contract and shall be those that would be provided with the attachment of the Amendment of the Limits of Insurance (Designated Project of Premises) endorsement (ISO Form GC 25 03) to a Commercial General Liability Policy with the following minimum limits:

Products/Completed Operations Aggregate	\$ 300,000
Personal and Advertising Injury	\$ 300,000
Each Occurrence	\$ 300,000
Fire Damage (Any one fire)	\$ NIL
Medical Expense (Any one person)	\$ NIL

c. Business Auto Policy

Each Occurrence Bodily Injury and Property Damage Liability Combined \$ 300,000
Annual Aggregate (If Applicable) Three times the each occurrence limit.

d. Owners Protective Liability Coverage

The minimum OPC Policy limits per occurrence and , if subject to an aggregate, annual aggregate to be provided by the bidder shall be the same as the amounts shown above as the minimum per occurrence and general policy aggregate limits respectively required for the Commercial General Liability Coverage. The limits afforded by the OPC Policy and any excess policies shall apply only to the Owner and the Owner's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this contract.

e. Certificates of Insurance and Copies of Policies

Certificates of Insurance in triplicate evidencing the insurance coverage specified in the three above paragraphs a, b, and c., shall be filed with the Purchasing Official before operations are begun.

**MANATEE COUNTY GOVERNMENT
REQUEST FOR QUOTATION
#10-0274-DS
Lift Station Upgrades
Bayshore Yacht Basin Lift Station Rehab (RTU 101)
Bradenton FL
Project File: 404-6068080/5310001**

- e. Certificates of Insurance and Copies of Policies (continued)
The required certificates of insurance shall not only name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the quote number, **project title and location of project. Insurance shall remain in force at least one (1) year** after completion and acceptance of the project by the County, insurance in the amounts and types as stated herein, coverage for all products and services completed under this contract.
- f. Property Insurance
If this contract includes construction of or additions to above ground buildings or structures, contractor shall provide "**Builder's Risk**" insurance with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).
- g. Installation Floater
If this contract does not include construction of or additions to above ground building or structures, but does involve the installation of machinery or equipment, contractor shall provide an "Installation Floater" with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).

**ADDITIONAL INSURED:
County of Manatee shall be specifically named as additional insured in each of the applicable policies.**

**MANATEE COUNTY GOVERNMENT
REQUEST FOR QUOTATION
#10-0274-DS
Lift Station Upgrades
Bayshore Yacht Basin Lift Station Rehab (RTU 101)
Bradenton FL
Project File: 404-6068080/5310001**

INSURANCE COVERAGE (Continued)

If the initial insurance expires prior to completion of operations and or services by the bidder, renewal certificates of insurance and required copies of policies shall be furnished by the bidder and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration.

- h. Commonly Over-looked Requirements – In order for the certificate of insurance to be accepted it must comply with the following:
1. As stated in para. (e.) "Certificates of Insurance and Copies of Policies", **the project number (if one has been assigned) or Quote number, title and location shall appear on the certificate.**
 2. As stated in para. (E.) **Manatee County shall be named as additional insured.**
 3. The certificate holder shall be:
**Manatee County Board of Commissioners
P.O. Box 1000
Bradenton, FL 34206-1000**
 4. Certificate shall be mailed to:
**Manatee County Purchasing
1112 Manatee Avenue West 8th Fl
Bradenton, FL 34205
Attn: Donna M. Stevens**
- i. Retainage
(Contract under \$ 100,000)
A **retainage** of 10% of the total contract amount shall be withheld from all payments until 50% of the Work has been completed. After 50% completion, the retainage shall be reduced to 5% of the total contract amount, and one half of the previously withheld amount shall be paid to the Contractor. The remaining retainage shall be included in the final payment.

**MANATEE COUNTY GOVERNMENT
REQUEST FOR QUOTATION
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Bradenton FL
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i. Retainage (continued)

(Contract over \$ 100,000)

A **retainage** of 2.5% of the total contract amount shall be withheld from payments after 75% completion of the Work. Upon substantial completion, this retainage shall be reduced to 1% of the total contract amount plus such amount as the Owner reasonably deem necessary to repair, replace, complete or correct any damaged, defective, incorrect or incomplete work.

j. Performance and Payment Bonds

The successful quoter shall furnish surety bonds as security for faithful performance of the contract awarded as a result of this quote, and for the payment of all persons performing labor and/or furnishing material in connection therewith. Surety of such bonds shall be in an amount equal to the quote award (100% each) and from a duly authorized and nationally recognized surety company, authorized to do business in Florida, satisfactory to this County. The attorney-in-fact who signs the bonds must file with the bonds a certificate and effective dated copy of power-of-attorney. (Reference Florida Statute 255.05)

Furnishing the performance and payment bonds shall be requisite to execution of a contract with the County. Said performance and payment bonds will remain in force for the duration of the contract with the premiums paid by the contractor. Failure of successful quoter to execute such contract and to supply the required bonds shall be just cause for annulment of the award. The County may then contract with another acceptable quoter or re-advertise this Quotation. If another quote is accepted, and notice given within 90 days after the opening of quotes, this acceptance shall bind the quoter as though they were originally the successful quoter.

Failure of the County at any time, to require performance by the contractor of any provisions set out in the contract will in no way affect the right of the County, thereafter, to enforce the provisions. Bonds to remain in effect for one year after final payment becomes due.

END OF SECTION

**MANATEE COUNTY GOVERNMENT
QUOTATION FORM
#10-0274-DS
Lift Station Upgrades
Bayshore Yacht Basin Lift Station Rehab (RTU 101)
Bradenton FL
Project File: 404-6068080/5310001**

DATE DUE: November 25th 2009 at 2:00 PM

To: Manatee County Purchasing
1112 Manatee Avenue West, Suite 803
Bradenton, Florida 34205
Attention: **Donna M. Stevens/ RFQ #10-0274-DS**

We, the undersigned hereby declare that we have reviewed the quote documents and with full knowledge and understanding of the aforementioned, herewith submit our quote. We understand that the specifications documents and general conditions in their entirety are made a part of any agreement or contract between the County of Manatee and the successful bidder.

We propose to furnish, Manatee County, rehabilitation of Satellite Lift Station # (RTU 101) in accordance with the attached documents at the following location:

2301 S. Radcliffe Place, Bradenton Florida

In accordance with the technical specifications, as specified herein, at the following prices:

Note: In accordance with Florida State Statutes, Section 255.0525, construction projects with a value in excess of \$300,000.00, must be competitively bid with public announcement. Therefore, if your Quote will exceed the statutory threshold of \$300,000.00, it is recommended that you submit a "No Quote" utilizing the form labeled as Attachment D herein.

\$ _____

Number of calendar days required for the project shall not exceed _____ calendar days after notification of award, verbal or written.

Company Name Phone Number

Address Fax Number

City, State, Zip Code

Authorized Signature Date

ACKNOWLEDGE ADDENDUM NO. _____ **DATE** _____
ACKNOWLEDGE ADDENDUM NO. _____ **DATE** _____

Attachment "B"

SECTION 00491

Drug Free Work Place Certification

SWORN STATEMENT PURSUANT TO SECTION 6-101(7) (B),
MANATEE COUNTY PURCHASING CODE, ON DRUG FREE WORK PLACES

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

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

_____ for _____
 [Print name of entity submitting sworn statement]

whose business address is _____

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

I understand that no person or entity shall be awarded or receive a county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to the County that it will provide a drug free work place by:

(1) providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined by 893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's work place is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:

(i) the dangers of drug abuse in the work place;

(ii) the person's or entity's policy of maintaining a drug free environment at all its work places, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant;

(iii) any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) the penalties that may be imposed upon employees for drug abuse violations.

(2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its work places a written statement of its policy containing the foregoing elements (i) through (iv).

(3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:

(i) abide by the terms of the statement; and

(ii) notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.

(4) Notifying the County within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.

(5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

(6) Making a good faith effort to continue to maintain a drug free work place through implementation of sections (1) through (5) stated above.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR MANATEE COUNTY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE COUNTY ADMINISTRATOR DETERMINES THAT:

- (1) Such person or entity has made false certification.
- (2) Such person or entity violates such certification by failing to carry out the requirements of sections (1), (2), (3), (4), (5), or (6) or subsection 3-101(7)(B); or
- (3) Such a number of employees of such person or entity have been convicted of violations occurring in the work place as to indicate that such person or entity has failed to make a good faith effort to provide a drug free work place as required by subsection 3-101(7) (B).

[Signature]

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 2009

Personally known _____ OR Produced identification _____
[Type of identification]

Notary Public Signature My commission expires _____

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

Attachment "C"

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO ARTICLE V
MANATEE COUNTY PURCHASING CODE

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

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

for _____ [print name of entity submitting sworn statement]

whose business address is: _____

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

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

- (1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
- (2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
- (3) been convicted of a violation of an environmental law that, in the sole opinion of the County's Purchasing Official, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
- (4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or
- (5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such an entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above

Attachment "C"

**PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION
(Continued)**

set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

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

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

[Signature]

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 2009 by _____

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

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

ATTACHMENT "D"
STATEMENT OF NO QUOTE

If you do not intend to bid please return this form immediately:

Acceptable methods of return:

EMAIL see Construction Buyers information on front of Request For Quote.
FAX (941) 708-7544

MAIL TO: **Manatee County Purchasing Office**
 1022 26th Avenue East
 Bradenton, Florida 34208

We, the undersigned, have declined to bid on RFQ#10-0274-DS, for the following reason(s):

- Specifications too restrictive, i.e., geared toward one brand or manufacturer.
- Insufficient time to respond
- We do not offer this product or service
- Our schedule would not permit us to perform
- Unable to meet specifications
- Unable to meet Bond requirement
- Specifications unclear (explain below)
- Unable to meet insurance requirements
- Remove us from your "Bidders List"

Other (specify below) (Note: check all that apply to your no quote)

REMARKS PLEASE PRINT

Company Name _____

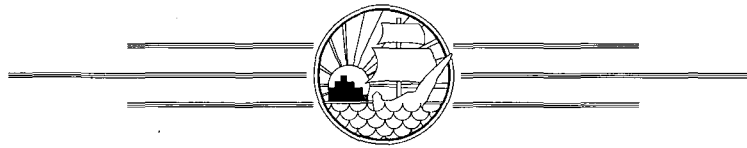
Company Address _____

Telephone: _____

Date: _____

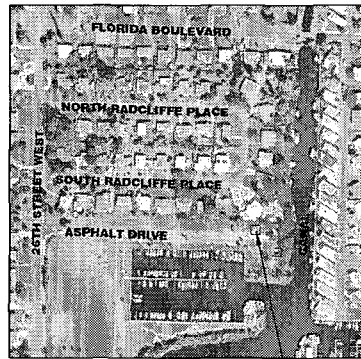
Signature: _____

(Print or type name and title of above signer)



MANATEE COUNTY, FLORIDA LIFT STATION UPGRADES BAYSHORE YACHT BASIN LIFT STATION REHAB 404-6068080/5310001

October 2009



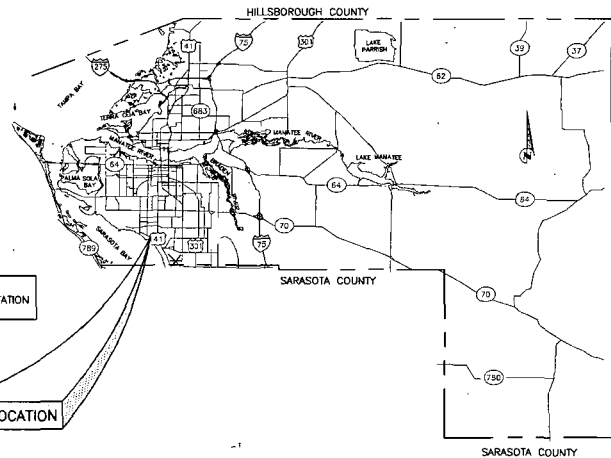
VICINITY MAP
SCALE: 1"=200'±

PROJECT SITE
BAYSHORE YACHT BASIN LIFT STATION
RTU 101

PROJECT DESCRIPTION


REMOVE AND REPLACE PUMP BASE ELLS,
PIPING, VALVES, FITTINGS, FLOW METER,
REPAIR EXISTING LINER IN WET WELL.

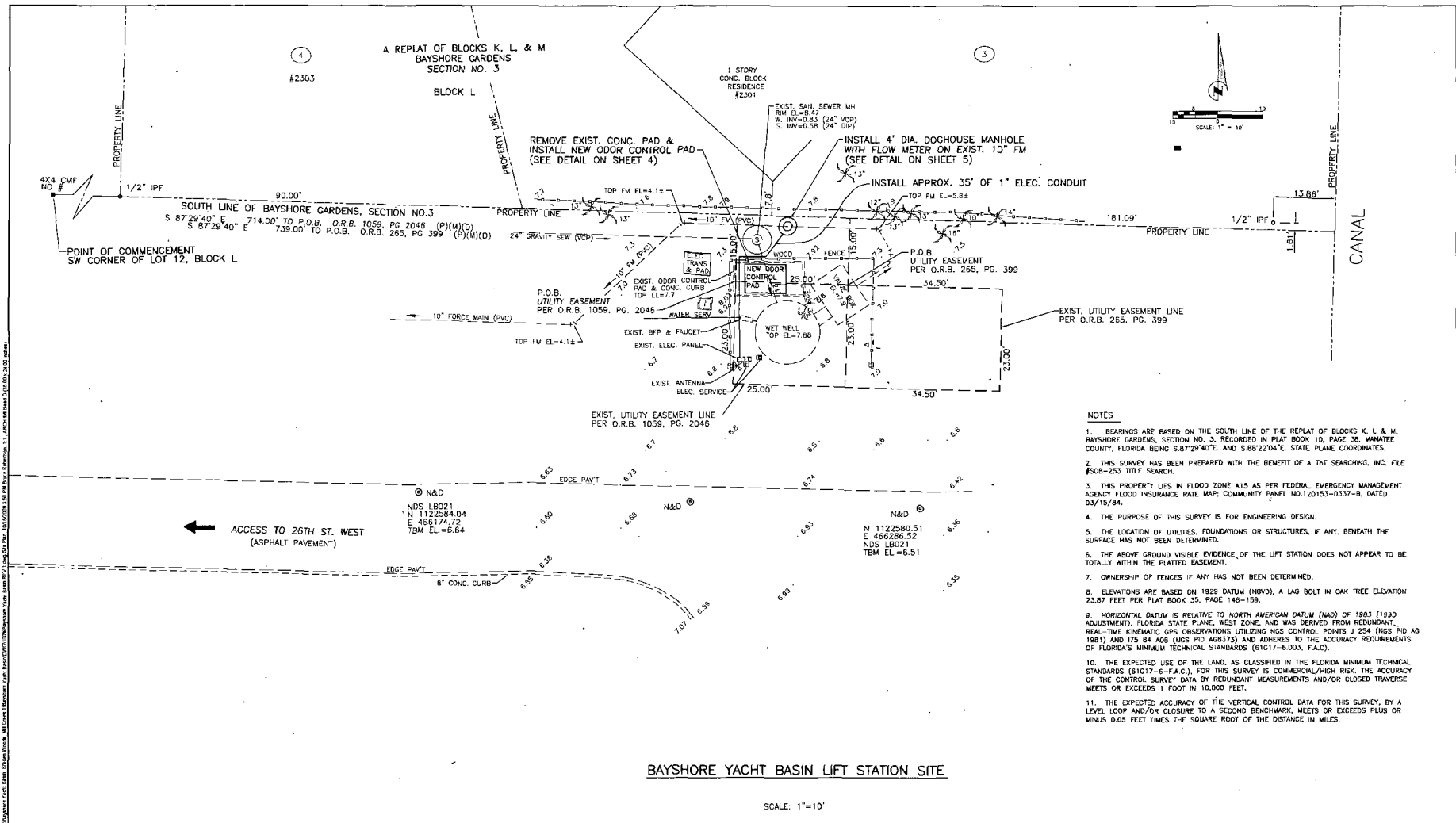
SITE LOCATION



NO. INDEX OF SHEETS

- | | |
|---|------------------------|
| 1 | COVER SHEET |
| 2 | GENERAL NOTES & LEGEND |
| 3 | SITE PLAN |
| 4 | PLAN & ELEVATION |
| 5 | DETAILS |
| 6 | EROSION CONTROL |

SEC. TWP. RGE	22/35S/17E	NOTE: THESE PLANS DO NOT REFLECT A TRUE BOUNDARY OR RIGHTS-OF-WAY SURVEY. THE LOCATION OF THE STREET RIGHTS-OF-WAY LINES SHOWN IS APPROXIMATE AND IS BASED ON INFORMATION CONTAINED IN THE SUBDIVISION PLATS, RIGHTS-OF-WAY MAPS ON RECORD IN MANATEE COUNTY AND ON TOPOGRAPHIC DATA COLLECTED ON THE ROUTE SURVEY OF THE RIGHTS-OF-WAY BY MANATEE COUNTY SURVEY PERSONNEL. CONSEQUENTLY THE RIGHTS-OF-WAY LINES SHOWN ARE NOT INTENDED TO INDICATE THE EXACT PROPERTY OWNERS.	WAYNE R. TROXLER/62204 Engineer / Reg. No.	PUBLIC WORKS DEPT.-ENGINEERING DIVISION	NO. REVISION DESCRIPTION	BY DATE	LIFT STATION UPGRADES BAYSHORE YACHT BASIN LIFT STATION REHAB
SURVEY BOOK NO.	404-6068080			4422-B 56th Street West, Bradenton, FL 34210	1 DELETED EMERGENCY GENERATOR FROM PLAN	BLR 10/02/09	
PROJECT NUMBER	404-6068080						Sheet 1 / 6
Surveyed	N/A						
Drawn	JEL	03/18/08					
Designed	WRT						

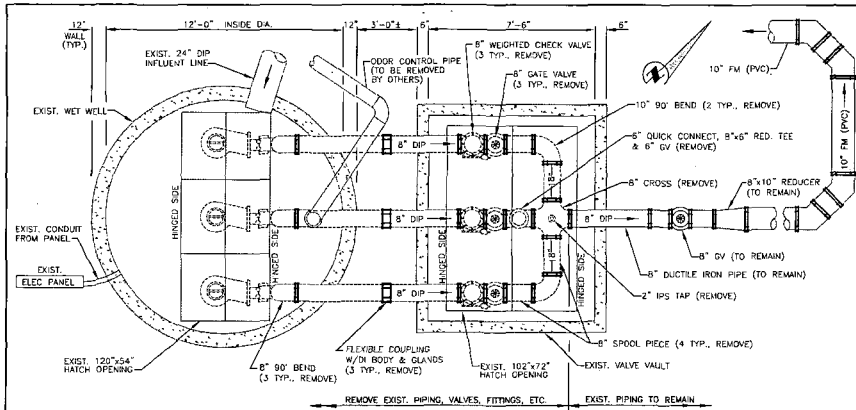


- NOTES**
1. BEARINGS ARE BASED ON THE SOUTH LINE OF THE REPLAT OF BLOCKS K, L & M, BAYSHORE GARDENS, SECTION NO. 3, RECORDED IN PLAT BOOK 10, PAGE 38, MANATEE COUNTY, FLORIDA BEING S.87°29'40"E. AND S.88°22'04"E. STATE PLANE COORDINATES.
 2. THIS SURVEY HAS BEEN PREPARED WITH THE BENEFIT OF A TITLE SEARCHING, INC. FILE #S08-253 TITLE SEARCH.
 3. THIS PROPERTY LIES IN FLOOD ZONE A15 AS PER FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP; COMMUNITY PANEL NO.120153-0337-B, DATED 03/15/84.
 4. THE PURPOSE OF THIS SURVEY IS FOR ENGINEERING DESIGN.
 5. THE LOCATION OF UTILITIES, FOUNDATIONS OR STRUCTURES, IF ANY, BENEATH THE SURFACE HAS NOT BEEN DETERMINED.
 6. THE ABOVE GROUND VISIBLE EVIDENCE OF THE LIFT STATION DOES NOT APPEAR TO BE TOTALLY WITHIN THE PLATTED EASEMENT.
 7. OWNERSHIP OF FENCES IF ANY HAS NOT BEEN DETERMINED.
 8. ELEVATIONS ARE BASED ON 1929 DATUM (NGVD), A LAG BOLT IN OAK TREE ELEVATION 23.87 FEET PER PLAT BOOK 35, PAGE 145-159.
 9. HORIZONTAL DATUM IS RELATIVE TO NORTH AMERICAN DATUM (NAD) OF 1983 (1990 ADJUSTMENT), FLORIDA STATE PLANE, WEST ZONE, AND WAS DERIVED FROM REDUNDANT, REAL-TIME KINEMATIC GPS OBSERVATIONS UTILIZING NGS CONTROL POINTS 1254 (NGS PID #1981) AND 175 84 A08 (NGS PID #68373) AND ADHERES TO THE ACCURACY REQUIREMENTS OF FLORIDA'S MINIMUM TECHNICAL STANDARDS (61G17-6.000, F.A.C.).
 10. THE EXPECTED USE OF THE LAND, AS CLASSIFIED IN THE FLORIDA MINIMUM TECHNICAL STANDARDS (61G17-6.000, F.A.C.), FOR THIS SURVEY IS COMMERCIAL/HIGH RISK. THE ACCURACY OF THE CONTROL SURVEY DATA BY REDUNDANT MEASUREMENTS AND/OR CLOSED TRAVERSE MEETS OR EXCEEDS 1 FOOT IN 10,000 FEET.
 11. THE EXPECTED ACCURACY OF THE VERTICAL CONTROL DATA FOR THIS SURVEY, BY A LEVEL LOOP AND/OR CLOSURE TO A SECOND BENCHMARK, MEETS OR EXCEEDS PLUS OR MINUS 0.05 FEET TIMES THE SQUARE ROOT OF THE DISTANCE IN MILES.

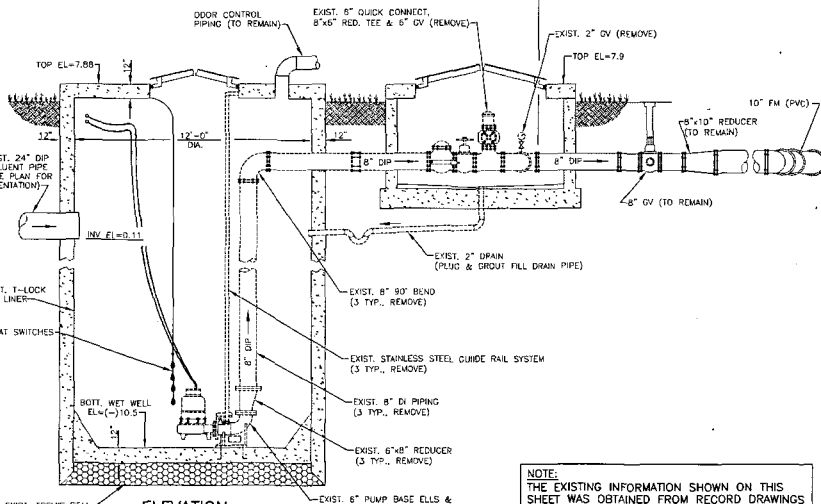
BAYSHORE YACHT BASIN LIFT STATION SITE

SCALE: 1"=10'

SEC. TWP. RGE	22/35S/17E	NOTE: THESE PLANS DO NOT REFLECT A TRUE BOUNDARY OR RIGHTS-OF-WAY SURVEY. THE LOCATION OF THE STREET RIGHTS-OF-WAY LINES SHOWN IS APPROXIMATE AND IS BASED ON INFORMATION CONTAINED IN THE SUBDIVISION PLATS, RIGHTS-OF-WAY MAPS ON RECORD IN MANATEE COUNTY AND ON TOPOGRAPHIC DATA COLLECTED ON THE ROUTE SURVEY OF THE RIGHTS-OF-WAY BY MANATEE COUNTY SURVEY PERSONNEL. CONSEQUENTLY, THE RIGHTS-OF-WAY LINES SHOWN ARE NOT INTENDED TO INDICATE THE EXACT PROPERTY CORNERS.	WAYNE R. TROXLER/S2204 Engineer / Reg. No.	PUBLIC WORKS DEPT.-ENGINEERING DIVISION	NO. 1	REVISION DESCRIPTION DELETED EMERGENCY GENERATOR FROM PLAN	BY BLR	DATE 10/02/09	LIFT STATION UPGRADES BAYSHORE YACHT BASIN LIFT STATION REHAB	Sheet 3 6
SURVEY BOOK NO.	404-6068080		Date	4422-B, 86th Street West, Bradenton, FL 34210						
PROJECT NUMBER										
Surveyed	By GFY	Checked	Date							
Drawn	By JEL	Checked	Date							
Designed	By WRT	Checked	Date							



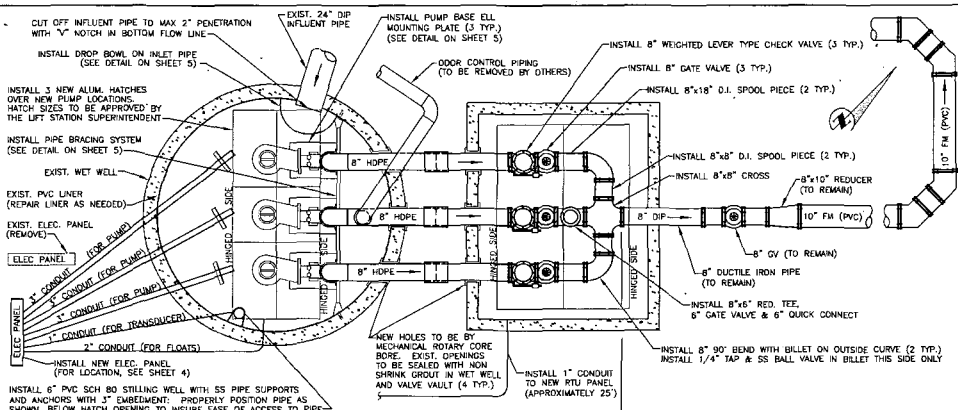
PLAN
NTS



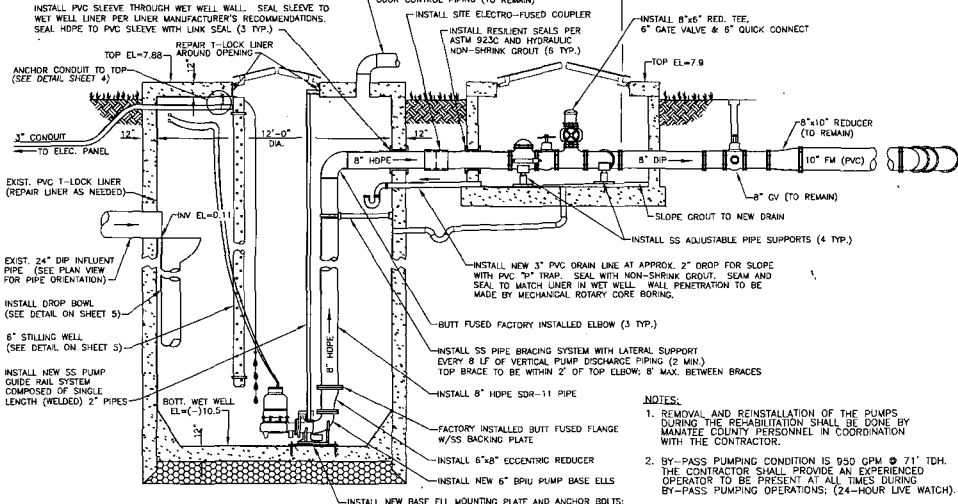
ELEVATION

BAYSHORE YACHT BASIN LIFT STATION
EXISTING

NOTE:
THE EXISTING INFORMATION SHOWN ON THIS SHEET WAS OBTAINED FROM RECORD DRAWINGS DATED 07/84 AND 11/96. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS, ELEVATIONS, ETC. FOR ACCURACY.



PLAN
NTS



ELEVATION

BAYSHORE YACHT BASIN LIFT STATION
PROPOSED

- NOTES:
- REMOVAL AND REINSTALLATION OF THE PUMPS DURING THE REHABILITATION SHALL BE DONE BY MANATEE COUNTY PERSONNEL IN COORDINATION WITH THE CONTRACTOR.
 - BY-PASS PUMPING CONDITION IS 850 GPM @ 71' TDH. THE CONTRACTOR SHALL PROVIDE AN EXPERIENCED OPERATOR TO BE PRESENT AT ALL TIMES DURING BY-PASS PUMPING OPERATIONS; (24-HOUR LIVE WATCH).
 - MANATEE COUNTY GOVERNMENT WILL PROVIDE ONE (1) LIFT STATION SHUT-DOWN AT NO COST TO THE CONTRACTOR. ADDITIONAL SHUT-DOWNS WILL COST THE CONTRACTOR \$3,500 EACH, IF NEEDED.

SEC. TWP. RGE	22/35S/17E
SURVEY BOOK NO.	---
PROJECT NUMBER	404-6068080
Surveyed	N/A
Drawn	JEL
Designed	WRT
Checked	---
Date	03/19/08

NOTE:
THESE PLANS DO NOT REFLECT A TRUE BOUNDARY OR RIGHTS-OF-WAY SURVEY. THE LOCATION OF THE STREET RIGHTS-OF-WAY LINES SHOWN IS APPROXIMATE AND IS BASED ON INFORMATION CONTAINED IN THE SUBDIVISION PLATS, RIGHTS-OF-WAY MAPS ON RECORD IN MANATEE COUNTY AND ON TOPOGRAPHIC DATA COLLECTED ON THE ROUTE SURVEY OF THE RIGHTS-OF-WAY BY MANATEE COUNTY SURVEY PERSONNEL. CONSEQUENTLY, THE RIGHTS-OF-WAY LINES SHOWN ARE NOT INTENDED TO INDICATE THE EXACT PROPERTY CORNERS.

WAYNE R. TROXLER/62204
Engineer / Reg. No.

PUBLIC WORKS DEPT.-ENGINEERING DIVISION
4422-B 66th Street West, Bradenton, FL 34210

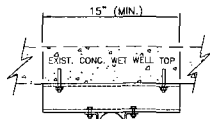


NO.	REVISION DESCRIPTION	BY	DATE
1	DELETED EMERGENCY GENERATOR FROM PLAN	BLR	10/02/09

LIFT STATION UPGRADES
BAYSHORE YACHT BASIN LIFT STATION REHAB

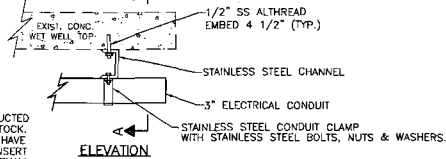
PLAN & ELEVATION

Sheet 4



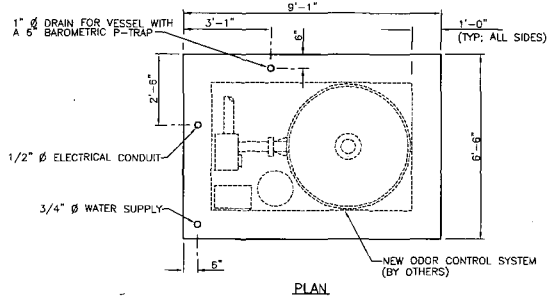
SEC A-A

NOTE:
CONDUIT CLAMPS SHALL BE CONSTRUCTED FROM MIN. 1 1/2"x1/4" SS FLAT STOCK. ALL THREADED CONNECTIONS SHALL HAVE SS FLAT WASHERS AND SS NYLON INSERT LOCK NUTS. ALL STAINLESS STEEL SHALL BE 304 SS.

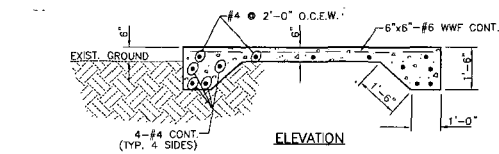


ANCHOR 3" CONDUIT TO WET WELL TOP DETAIL

NTS



PLAN

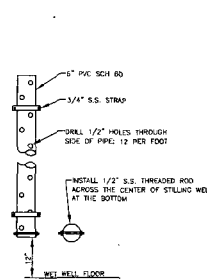


NEW ODOR CONTROL PAD

SCALE: 1"=2'-0"

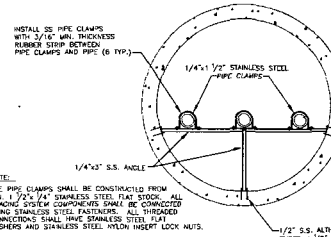
NOTES:

1. CONTRACTOR TO REMOVE EXISTING CONCRETE ODOR CONTROL PAD AND CONSTRUCT NEW ODOR CONTROL PAD. EXISTING AND NEW ODOR CONTROL EQUIPMENT TO BE REMOVED AND INSTALLED BY OTHERS.
2. CONCRETE SHALL BE 4,000 PSI @ 28-DAYS, TYPE II CEMENT.
3. REINFORCING STEEL SHALL BE AS SPECIFIED IN ASTM C-478.
4. REINFORCING SHALL HAVE A 2" MIN. CLEAR TO ALL EDGES OF CONCRETE.
4. SEE SHEET 3, SITE PLAN FOR LOCATION OF NEW ODOR CONTROL PAD.



STILLING WELL DETAIL

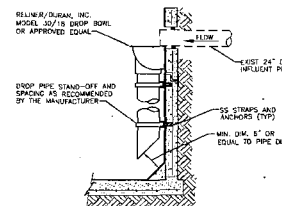
NTS



WET WELL PIPE BRACING DETAIL

NTS

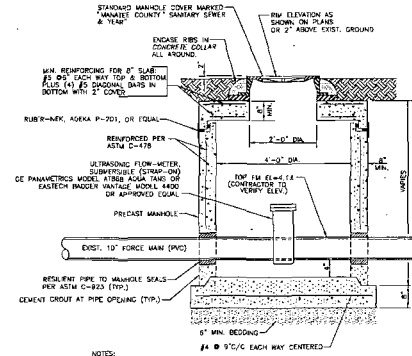
NOTE:
THE PIPE CLAMPS SHALL BE CONSTRUCTED FROM MIN. 1/2"x1/4" STAINLESS STEEL FLAT STOCK. ALL BRACING SYSTEM COMPONENTS SHALL BE CONSTRUCTED USING STAINLESS STEEL FASTENERS. ALL THREADED CONNECTIONS SHALL HAVE STAINLESS STEEL FLAT WASHERS AND STAINLESS STEEL NYLON INSERT LOCK NUTS.



DROP BOWL DETAIL

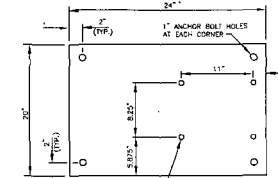
NTS

- NOTE:
1. PVC PIPE AND FITTINGS SHALL BE 200-35
 2. ALL HARDWARE AND FASTENERS SHALL BE 304 STAINLESS STEEL.



PRECAST DOGHOUSE MANHOLE

NTS



6" PUMP BASE ELL MOUNTING PLATE

NTS

- NOTE:
1. INSTALL DOUBLE NUTS ON ALL (8) THREADED RODS.
 2. THE PLATE EDGES AND ALL HOLES SHALL BE GRIND SMOOTH TO REMOVE ALL BURRS.

SEC. TWP. RGE	22/35S/17E	
SURVEY BOOK NO.	---	
PROJECT NUMBER	404-606B080	
By	Checked	Date
Surveyed	N/A	---
Drawn	JEL	03/19/08
Designed	WRT	---

NOTE:
THESE PLANS DO NOT REFLECT A TRUE BOUNDARY OR RIGHTS-OF-WAY SURVEY. THE LOCATION OF THE STREET RIGHTS-OF-WAY LINES SHOWN IS APPROXIMATE AND IS BASED ON INFORMATION CONTAINED IN THE SUBDIVISION PLATS, RIGHTS-OF-WAY MAPS ON RECORD IN MANATEE COUNTY AND ON TOPOGRAPHIC DATA COLLECTED ON THE ROUTE SURVEY OF THE RIGHTS-OF-WAY BY MANATEE COUNTY SURVEY PERSONNEL. CONSEQUENTLY THE RIGHTS-OF-WAY LINES SHOWN ARE NOT INTENDED TO INDICATE THE EXACT PROPERTY CORNERS.

WAYNE R. TROXLER/622204
Engineer / Reg. No.

PUBLIC WORKS DEPT.-ENGINEERING DIVISION
4422 1/2 66th Street West, Bradenton, FL 34210

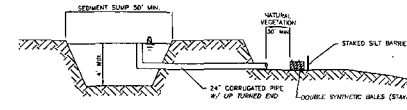
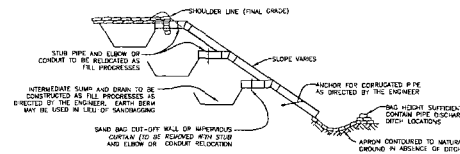
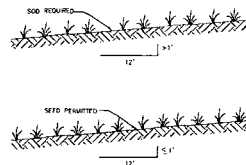
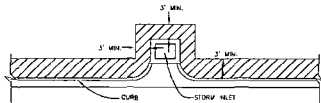
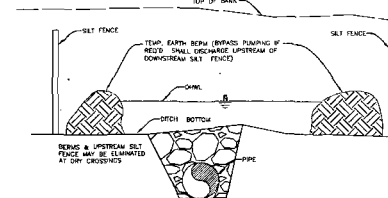
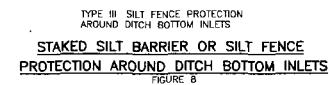
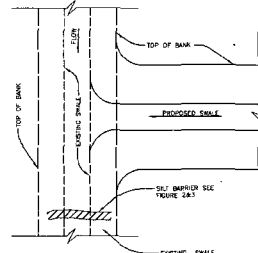
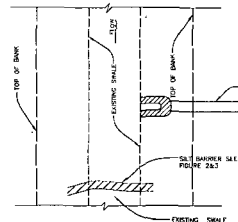
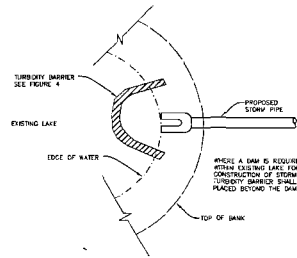
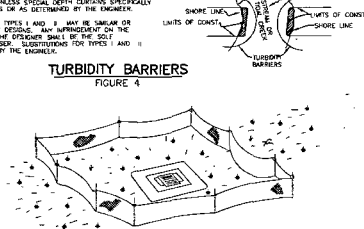
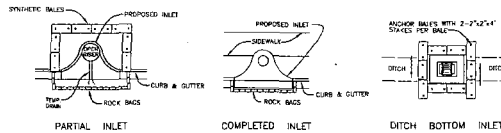
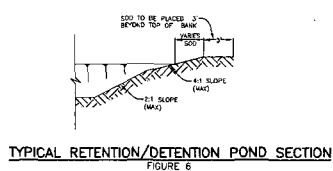
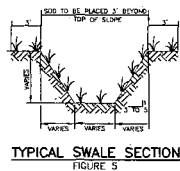
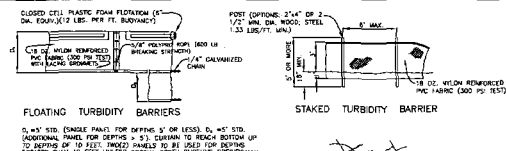
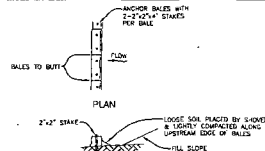
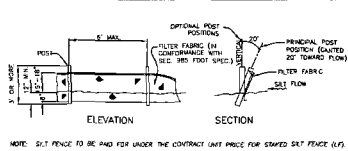
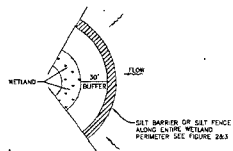


NO.	REVISION DESCRIPTION	BY	DATE
1	DELETED EMERGENCY GENERATOR FROM PLAN	BLR	10/02/09

LIFT STATION UPGRADES
BAYSHORE YACHT BASIN LIFT STATION REHAB

DETAILS

Sheet 5 of 6



NOTE:
REFERENCE THE FDOT DESIGN STANDARDS LATEST EDITION FOR ALL TEMPORARY EROSION CONTROL MEASURES.

SEC. IWP. RGE	22/355/17E
SURVEY BOOK NO.	---
PROJECT NUMBER	404-8068080
By	Checked
Date	---
Surveyed	N/A
Drawn	JEL
Date	03/19/08
Designed	WRT

NOTE:
THESE PLANS DO NOT REFLECT A TRUE BOUNDARY OR RIGHTS-OF-WAY SURVEY. THE LOCATION OF THE STREET RIGHTS-OF-WAY LINES SHOWN IS APPROXIMATE AND IS BASED ON INFORMATION CONTAINED IN THE SUBDIVISION PLATS AND ON TOPOGRAPHIC DATA COLLECTED ON THE ROUTE SURVEY OF THE RIGHTS-OF-WAY BY MANATEE COUNTY SURVEY PERSONNEL. CONSEQUENTLY THE RIGHTS-OF-WAY LINES SHOWN ARE NOT INTENDED TO INDICATE THE EXACT PROPERTY CORNERS.

WAYNE R. TROXLER/62204
Engineer / Reg. No. _____
Date _____

PUBLIC WORKS DEPT. - ENGINEERING DIVISION
MANATEE COUNTY
FLORIDA
4422-B 56th Street West, Bradenton, FL 34210

NO.	REVISION DESCRIPTION	BY	DATE
1	DELETED EMERGENCY GENERATOR FROM PLAN	BLR	10/02/09

LIFT STATION UPGRADES
BAYSHORE YACHT BASIN LIFT STATION REHAB
EROSION CONTROL



MANATEE COUNTY FLORIDA

November 10, 2009

TO: All Quoting Contractors
SUBJECT: **RFQ# 10-274-DS**
Lift Station--Bayshore Yacht Basin Rehab (RTU 101)

ADDENDUM # 1

Quoters are hereby notified that this Addendum shall be acknowledged on page 11 of the Quote Form and made a part of the above named quoting and contract documents. Quotes submitted without acknowledgement of the Addendum will be considered incomplete.

The following items are issued to add to, modify, and clarify the quote and contract documents. These items shall have the same force and effect as the original quoting and contract documents, and cost involved shall be included in the quote price. Quotes to be submitted on the specified bid date, shall conform to the additions and revisions listed herein.

The followings answers to the questions have been provided by Mr. Wayne Troxler, Project Engineering Manager, Public Works Dept.

1. The estimate of 75 SF of liner to be repaired is the best estimate that we have now. Typically, between the repairs at the hatch cover and the patches needed for the pipe penetrations, that has been reasonable, but we will not be sure until the wet well is emptied & cleaned. It may be more or less, that is an unquantifiable number at this point, which is why we estimate 75 SF.
2. The new electrical panel for this station is to meet the Utility Standards as specified. There are details in the standards of the layout & requirements.
3. All of the required controls & equipment shown in the Utility Standards is required. This station is not getting a permanently mounted emergency generator, so none of the automatic transfer switching equipment is needed, just the manual emergency generator connection & switching is required.
4. Typically, the new flow meter read-out panel is attached to the control panel rack, but it could just as easily go inside the new control panel. With a new control panel going in, it makes sense to put the meter controller in the main panel box.
5. All new electronics are to be installed, including the radio transmitter, etc. It should all go in the same control panel. In a typical rehab, we have County folks do the final connections, but because the LS is getting an entire new panel, the contractor shall do all of the connections & ensure the system works correctly.

Finance Management Department
Mailing Address: Purchasing Division: 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205
PHONE: 941-749-3045 * FAX: 941-749-3034
www.mymanatee.org

Page 2
RFQ# 10-0274-DS
November 10, 2009

6. From the next email - The lift station capacity is called out in the notes in the lower right hand corner of sheet 4, indicating 950GPM which does require a live manned watch when bypass pumping.

END OF ADDENDUM # 1

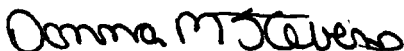
Acceptable methods of receipt of the quotation which is due November 25, 2009 at 2: 00 PM is as noted:

Email Address: donna.stevens@mymanatee.org

FAX: (941) 708-7544

US MAIL to: Manatee County Public Works Department 1022 26th Avenue East, Bradenton, FL 34208. (Attn: Donna M. Stevens)

Sincerely,



Donna M. Stevens
Construction Buyer
/ds

Finance Management Department
Mailing Address: Purchasing Division: 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205
PHONE: 941-749-3045 * FAX: 941-749-3034
www.mymanatee.org



**MANATEE COUNTY
FLORIDA**

November 17, 2009

TO: All Quoting Contractors
SUBJECT: **RFQ# 10-0274-DS**
Lift Station-Bayshore Yacht Basin Rehab (RTU101)

ADDENDUM # 2

Quoters are hereby notified that this Addendum shall be acknowledged on page 11 of the Quote Form and made a part of the above named quoting and contract documents. Quotes submitted without acknowledgement of the Addendum will be considered incomplete.

The following items are issued to add to, modify, and clarify the quote and contract documents. These items shall have the same force and effect as the original quoting and contract documents, and cost involved shall be included in the quote price. Quotes to be submitted on the specified bid date, shall conform to the additions and revisions listed herein.

The following answer to the question has been provided by Mr. Wayne Troxler, Project Engineering Manager, Public Works Department.

1. Attachment: Manatee County Government, letter dated November 16, 2009 (1 page)
Subject of Attachment Response to submitted question.

END OF ADDENDUM # 2

Acceptable methods of receipt of the quotation which is due November 25, 2009 at 2:00 PM is as noted:

Email Address: donna.stevens@mymanatee.org

FAX: (941) 708-7544

**US MAIL to: Manatee County Public Works Department 1022 26th Avenue East, Bradenton, FL 34208.
(Attn: Donna M. Stevens)**

Sincerely,

Donna M Stevens

Donna M. Stevens
Construction Buyer
/ds
Attachment

Finance Management Department
Mailing Address: Purchasing Division: 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205
PHONE: 941-749-3045 * FAX: 941-749-3034
www.mymanatee.org

MEMORANDUM



PUBLIC WORKS DEPT.
Infrastructure Engineering Division
1022 26th Ave. E.
Bradenton FL 34208,

MANATEE COUNTY
FLORIDA

Phone: 941.708-7450
Fax: 941.708-7451
www.mymanatee.org

To: Sal Bordonaro, Project Manager
From: Wayne R. Troxler, P.E., Project Engineer Supervisor, X7650 *WRT*
Date: November 16, 2009
Subject: Response to Bidder Questions, Bayshore Yacht Basin LS Rehab Project # 404.6068080

Response to TLC's question:

Comment: TLC's email of 11/16/09, regarding re-use of the existing RTU antenna:

Response: The control panel and antenna are to be replaced and relocated; a new antenna is required.

Cc:
Bruce Simington, Senior Project Manager

S:\P\PD_Engineering_Share\Util Eng Design\Proj\--SAN SWR Proj\San Swr - LS Upgrades\Bayshore Yacht Basin, Braden Woods, Mill Creek \Bayshore Yacht Basin\DOC\RFI Memo 11.16.09.doc

LARRY BUSTLE * DR. GWENDOLYN Y. BROWN * JOHN R CHAPPIE * RON GETMAN * DONNA G. HAYES * CAROL WHITMORE * JOE MCCLASH
District 1 District 2 District 3 District 4 District 5 District 6 District 7



MANATEE COUNTY FLORIDA

November 25, 2009

TO: All Quoting Contractors
SUBJECT: **RFQ# 10-0274-DS**
Lift Station-Bayshore Yacht Basin Rehab (RTU101)

ADDENDUM # 3

Quoters are hereby notified that this Addendum shall be acknowledged on page 11 of the Quote Form and made a part of the above named quoting and contract documents. Quotes submitted without acknowledgement of the Addendum will be considered incomplete.

The following items are issued to add to, modify, and clarify the quote and contract documents. These items shall have the same force and effect as the original quoting and contract documents, and cost involved shall be included in the quote price. Quotes to be submitted on the specified bid date, shall conform to the additions and revisions listed herein.

The following answer to the question has been provided by Mr. Wayne Troxler, Project Engineering Manager, Public Works Department.

1. **Question:** The Bayshore Yacht Basin station requires a 480 volt service which will require engineered stamped drawings in order to submit for an application of county permit. Is this to be included in the base bid?
1. **Answer:** Yes, the contractor is to include this in the base quote.
2. **Question:** The Manatee County standard spec calls for a light on the RTU antenna however this is not called out on the drawings anywhere. Does the County want a light on the new antenna?
2. **Answer:** Yes, you are correct, per the county standards.

Finance Management Department
Mailing Address: Purchasing Division: 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205
PHONE: 941-749-3045 * FAX: 941-749-3034
www.mymanatee.org

November 25, 2009

RFQ# 10-0274-DS

Lift Station-Bayshore Yacht Basin Rehab (RTU101)

ADDENDUM # 3

END OF ADDENDUM # 3

Acceptable methods of receipt of the quotation which is due November 25, 2009 at 2:00 PM is as noted:

Email Address: donna.stevens@mymanatee.org

FAX: (941) 708-7544

US MAIL to: Manatee County Public Works Department 1022 26th Avenue East, Bradenton, FL 34208. (Attn: Donna M. Stevens)

Sincerely,

Donna M Stevens

Donna M. Stevens
Construction Buyer
/ds

Finance Management Department
Mailing Address: Purchasing Division: 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205
PHONE: 941-749-3045 * FAX: 941-749-3034
www.mymanatee.org

LARRY BUSTLE * DR. GWENDOLYN Y. BROWN * JOHN R. CHAPPIE * RON GETMAN * DONNA G. HAYES * CAROL WHITMORE * JOE MCCLASH
District 1 District 2 District 3 District 4 District 5 District 6
District 7

MEMORANDUM



FINANCIAL MANAGEMENT
DEPARTMENT
Purchasing Division
1112 Manatee Avenue West
Bradenton, FL 34205

MANATEE COUNTY
FLORIDA

Phone: 941.708.7528
Fax: 941.708-7544
donna.stevens@mymanatee.org

To: Susan Romine, Supervisor
Board Records

From: Donna M. Stevens
Purchasing Office

Date: December 17, 2009

RECEIVED
DEC 23 2009
BOARD RECORDS

Subject: Contract Documents: Westra Construction
Lift Station—Satellite Bayshore Yacht Basin Rehab (RTU101)
Project No. 6068080

Please accept into record the enclosed executed contract / purchase order with Westra Construction for Lift Stations Rehabilitation in the amount of \$147,982.00 in accordance with the Terms and Conditions detailed in Request for Quotation No. #10-0274-DS. Performance/Payment Bonds and Insurance Certificate are in accordance with Manatee County Code of Laws, Chapter 2-26 Manatee County Purchasing Ordinance Section 2-26-40 and the Standard and Procedures approved by the County Administrator.

If you require any additional background or information, please call me at Ext. 7528.

Please send a copy of the accepted document via email to: Donna M. Stevens, Purchasing Department

1/8/10
DS

Thank you.

ACCEPTED IN OPEN SESSION

Cc: Randi Dunsworth, Project Management Division

JAN 07 2010

/ds

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

Attachments to Board Records only: (signed and dated: *MD 12/18/09*)

- 1) Copy of Purchase Order w/ copy of Request for Quotation (1 copy)
- 2) Performance/Payment Bonds (1 copy)
- 3) Insurance Certificate (1 copy)