

# MEMORANDUM

APPROVED In Open Session  
Manatee County Board of County Commissioners

To: Vicki Tessmer, Board Records  
From: Olga Valcich, CPPB, Contract Specialist 1/5/17  
Date: December 12, 2016  
Subject: IFB16-2714OV(Rebid of IFB16-0699DC) Force Main  
17A Replacement (Project File: 6028385 9.2)



Please accept the attached executed Agreement with Harris-McBurney Company, 2120 North US Highway 301, Tampa, FL 33619 in the amount of \$448,870.40 for the Replacement of Force Main 17A Project, Bradenton, FL (Project No. 6028385 9.2) to be completed based on a completion time of 210 calendar days (Bid "B") in accordance with the terms and conditions of IFB16-2714OV, including Addendum No. 1.

The executed Agreement is authorized by Chapter 2-26 of the Manatee County Code and pursuant to the Procurement Division's Administrative Standards & Procedures Manual.

## **INSTRUCTIONS TO BOARD RECORDS:**

Please send confirmation of acceptance to the following:

Electronic copy to: [jdixon@hmcb.com](mailto:jdixon@hmcb.com)

Electronic copies to: [William.Lorenzo@mymanatee.org](mailto:William.Lorenzo@mymanatee.org)  
[Kathleen.Casey@mymanatee.org](mailto:Kathleen.Casey@mymanatee.org)  
[Debbie.Marchbank@mymanatee.org](mailto:Debbie.Marchbank@mymanatee.org)  
[Towanda.Brinson@ManateeClerk.com](mailto:Towanda.Brinson@ManateeClerk.com)

Should you have any questions, please do call me at extension 3055.

Thank you

/ov

Attachments to Board Records only:

1. Purchase Order No. T600221 dated December 9, 2016
2. Notice to Proceed dated December 9, 2016
3. Executed Agreement dated December 12, 2016
4. Intent to Award dated November 14, 2016
5. Department Memorandum dated October 13, 2016

Financial Management Department  
Procurement Division  
1112 Manatee Avenue West, Suite 803  
Phone number: (941) 749-3014

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PRISCILLA TRACE \* CHARLES B. SMITH \* STEPHEN JONSSON \* ROBIN DiSABATINO \* VANESSA BAUGH \* CAROL WHITMORE \* BETSY BENAC  
District 1      District 2      District 3      District 4      District 5      District 6      District 7

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**MANATEE COUNTY  
Purchasing Division**

1112 Manatee Ave. W., Ste. 803  
Bradenton, FL 34205  
(941) 749-3014

Term Agreement #: T1600221  
Date: 12/09/16  
Requested by: LORENZO/DM

**VENDOR**

V418500 (813) 626-7171  
HARRIS MCBURNEY COMPANY  
2120 US HWY 301 N  
TAMPA, FL 33619

Jdixon@HMCB.com

| ITEM# | DESCRIPTION | DOLLAR AMOUNT |
|-------|-------------|---------------|
|-------|-------------|---------------|

PRICING IN ACCORDANCE WITH THE TERMS AND CONDITIONS, AND SPECIFICATIONS OF IFB16-2714OV, INCLUDING ADDENDUM NO.1 RECEIVED OCTOBER 5, 2016 FROM GERRY GILBERT, PRESIDENT OF HARRIS MCBURNEY COMPANY, TAMPA, FL.

\*\*\*\*\*  
HARRIS MCBURNEY COMPANY CONTACT: MIKE FORRESTOR,  
PHONE (813) 626-7171 / EMAIL ADDRESS: MFORRESTOR@HMCB.COM  
\*\*\*\*\*

MANATEE COUNTY CONTACT: WILLIAM (BILL) LORENZO, PHONE  
(941) 708-7450, EXT. 7338 / EMAIL: WILLIAM.LORENZO@MY  
MANATEE.ORG  
\*\*\*\*\*

\*\* PAPERLESS TERM AGREEMENT \*\*  
\* NO HARD COPY WIL BE SENT \*  
\*\* TO CHANGE YOUR EMAIL \*\*  
\*\*\* CONTACT THE BUYER \*\*\*

\*\*\*\*\*  
>> TERMS: <<  
>> SEE TWO PARTY AGREEMENT <<  
>> ACCOUNTING DETAIL ONLY <<  
\*\*\*\*\*

\*\*\*\*\*  
>> CONSTRUCTION <<  
\*\*\*\*\*

0001 17A FORCE MAIN PROJECT IN ACCORDANCE WITH  
THE TERMS AND CONDITIONS OF  
IFB16-2714OV, INCLUDING ADDENDUM NO.1.

404-6028385-534000/6028385-0004 448,870.40

\*\*\*\*CONTINUED\*\*\*\*  
\*\*\*\*CONTINUED\*\*\*\*  
\*\*\*\*CONTINUED\*\*\*\*

**Agreement Total**

Request #:  
Reference #:  
Buyer:

Approved By:

**See Agreement for Remittance Instructions**

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**MANATEE COUNTY  
Purchasing Division**

1112 Manatee Ave. W., Ste. 803  
Bradenton, FL 34206  
(941) 749-3014

Term Agreement #: T1600221  
Date: 12/09/16  
Requested by: LORENZO/DM

**VENDOR**

V418500 (813) 626-7171  
HARRIS MCBURNEY COMPANY  
2120 US HWY 301 N  
TAMPA, FL 33619

Jdixon@HMCB.com

| ITEM# | DESCRIPTION | DOLLAR AMOUNT |
|-------|-------------|---------------|
|-------|-------------|---------------|

A RETAINAGE OF 10% OF THE TOTAL WORK IN PLACE SHALL BE WITHHELD UNTIL 50% COMPLETE. AFTER 50% COMPLETION, THE RETAINAGE SHALL BE REDUCED TO 5% OF THE TOTAL WORK IN PLACE UNTIL FINAL COMPLETION AND ACCEPTANCE OF THE WORK BY THE COUNTY. UPON FINAL ACCEPTANCE, THE REMAINING RETAINAGE SHALL BE INCLUDED IN THE FINAL PAYMENT.

\*\*\*\*\*  
LIQUIDATED DAMAGES: \$1,074.00 PER CALENDAR DAY COMMENCING UPON THE FIRST DAY FOLLOWING EXPIRATION OF THE CONTRACT TIME AND CONTINUING UNTIL THE ACTUAL DATE OF SUBSTANTIAL COMPLETION.  
\*\*\*\*\*

NOTICE TO PROCEED DATED: DECEMBER 8, 2016  
COMMENCEMENT OF WORK: JANUARY 3, 2017  
COMPLETION OF WORK: AUGUST 1, 2017  
WORK BASED ON 210 CALENDAR DAY COMPLETION



**Agreement Total** 448,870.40

**Request #:** TA002177  
**Reference #:** IFB16-27140V  
**Buyer:** OLGA VALCICH CONTRACT SPECIALIST (941) 749-3055

**Approved By:**

*Olga Valcich*

**See Agreement for Remittance Instructions**

*M. H. ...*



Financial Management  
Department  
Procurement Division  
1112 Manatee Avenue W Suite  
803  
Bradenton, FL 32405  
941-749-3055  
[Olga.valcich@mymanatee.org](mailto:Olga.valcich@mymanatee.org)

Electronically Transmitted  
(813) 626-7171  
[dray@hmcb.com](mailto:dray@hmcb.com)  
[jdixon@hmcb.com](mailto:jdixon@hmcb.com)

Harris-McBurney Company  
Attn: Mr. Gerry Gilbert, President  
2120 North US Highway 301  
Tampa, FL 33619

RE: NOTICE TO PROCEED  
IFB16-2714OV (Rebid of IFB16-0699DC) Force Main 17A Replacement  
(Project File: 6028385 9.2)

Dear Mr. Gilbert:

You are hereby notified to commence work on the above referenced contract on or before January 3, 2017 and to fully complete the work within 210 consecutive days (Bid "B") which is by August 1, 2017.

The designated agent of Manatee County to submit payment request or invoice to is Mr. William (Bill) Lorenzo, Project Manager, or his/her successor, referencing **T1600221** on invoices and / or pay applications.

**NOTE: ATTACH THIS NOTICE TO YOUR CONTRACT MAKING IT A PART THEREOF.**

Sincerely,

  
Melissa M. Wendel, CPPO  
Purchasing Official  
Manatee County Procurement Division

CC: Jeff Streitmatter, Project Management Division Manager, Public Works Department  
William Lorenzo, Project Manager, Public Works Department  
Kathleen Casey, Administrative Project Coordinator, Public Works Department  
Debbie Marchbank, Sr. Fiscal Analyst, Public Works Department

Ov

**CONSTRUCTION AGREEMENT FOR  
STIPULATED SUM**

**Force Main 17A Replacement (Rebid of IFB 16-0699DC), 63<sup>rd</sup> Avenue West, Bradenton, FL  
(Project No.: 404-6028385)**

**THIS AGREEMENT** (“Agreement”) is made and entered into by and between Manatee County, a political subdivision of the State of Florida, referred to herein as “Owner”, and the firm of Harris-McBurney Company, incorporated in the State of Michigan and registered and licensed to do business in the State of Florida (license #GCG1518512), referred to herein as “Contractor.”

**WHEREAS**, the Owner intends to construct [Force Main 17A Replacement (Rebid of IFB 16-0699DC)], 63<sup>rd</sup> Avenue West, Bradenton, FL (Project No.: 404-6028385), the aforementioned improvements being hereinafter referred to and defined as the “Project”; and

**WHEREAS**, in response to Owner’s Invitation for Bid No. 16-2714OV (the “IFB”), Contractor has submitted its Bid (the “Contractor’s Bid”) to provide the aforementioned construction services.

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

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

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

**3. Date of Commencement and Substantial Completion.**

**A. Date of Commencement.** The date of commencement of the Work shall be the date fixed in a Notice to Proceed issued by the Owner.

B. Contract Time. The Contract Time shall be measured from the date of commencement.

C. Substantial Completion. The Contractor shall achieve Substantial Completion of the entire Work not later than 210 calendar days from the date of commencement, or as follows:

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

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

Time is of the essence in the Contract Documents and all obligations thereunder. If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents, the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the sum of \$1,074.00 per calendar day, commencing upon the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur as a result of delayed completion of the Work. The Owner may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the Owner at the demand of the Owner, together with interest from the date of the demand at the maximum allowable rate.

#### 4. **Contract Sum.**

A. Payment. The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Four Hundred Forty-Eight Thousand, Eight Hundred Seventy Dollars and Forty Cents (\$448,870 40), subject to additions and deductions as provided in the Contract Documents.

B. Alternates. The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner. *(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

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

#### 5. **Payments.**

A. Progress Payments.

(1) Based upon Applications for Payment submitted to the Architect/Engineer by the Contractor and Certificates for Payment issued by the Architect/Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

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

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

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

Notwithstanding the foregoing, upon completion of at least 50% of the Work, as determined by the Architect/Engineer and Owner, the Owner shall reduce to five percent (5%) the amount of retainage withheld from each subsequent progress payment.

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

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

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

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

## 6. Termination or Suspension.

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

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

## 7. Other Provisions.

A. Substantial Completion Defined. Substantial Completion shall be defined as provided in Article I of the General Conditions. In the event a temporary certificate of occupancy or completion is issued establishing Substantial Completion, the Contractor shall diligently pursue the issuance of a permanent certificate of occupancy or completion.



B. Project Meetings. There shall be a project meeting, at the jobsite or other location acceptable to the parties, on a regularly scheduled basis. The meeting will be attended by a representative of the Contractor, Architect/Engineer and Owner. These representatives shall be authorized to make decisions that are not otherwise contrary to the requirements of this Agreement.

C. Weather. Any rainfall, temperatures below 32 degrees Fahrenheit or winds greater than 25 m.p.h. which actually prevents Work on a given day, shall be considered lost time and an additional day added to the Contract Time, provided no work could be done on site, and provided written notice has been submitted to the Owner by the Contractor documenting same.

D. Shop Drawings; Critical Submittals. In consideration of the impact of timely review of submittals and shop drawings on the overall progress of the Work, it is hereby agreed that the Owner shall cause his agents and design professionals to accomplish the review of any particular "critical" submittals and/or shop drawings and return same to the Contractor within fourteen (14) days.

E. Applications for Payment. Applications for Payment shall be submitted once monthly at regular intervals and shall include detailed documentation of all costs incurred.

F. Punch List. Within 30 days after obtainment of Substantial Completion, the Owner shall generate a "punch list" of all work items requiring remedial attention by the Contractor. Within 5 days thereafter the Architect/Engineer shall assign a fair value to the punch list items, which sum shall be deducted from the next scheduled progress payment to the Contractor. Upon satisfactory completion of the punch list items, as certified by the Architect/Engineer, the previously deducted sum shall be paid to the Contractor.

G. Closeout documentation. Within 30 days after obtainment of Substantial Completion and before final payment, Contractor shall gather and deliver to Owner all warranty documentation, all manufacturer's product and warranty literature, all manuals (including parts and technical manuals), all schematics and handbooks, and all as-built drawings.

H. Governing Provisions; Conflicts. In the event of a conflict between this Agreement and the Specifications or as between the General Conditions and the Specifications, the Specifications shall govern.

I. E-Verify. The Contractor's employment of unauthorized aliens is a violation of Section 274(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of all Subcontractors.

8. Insurance and Bonding. If and to the extent required by the Invitation for Bid documents, the Contractor shall furnish insurance coverage for (but not necessarily limited to) workers' compensation, commercial general liability, auto liability, excess liability, and builder's risk. The Contractor shall furnish to the Owner all appropriate policies and Certificate(s) of Insurance. The Contractor shall also post a Payment and Performance Bond for

the Contract Sum, within ten (10) days following notification of intent to award, and otherwise in accordance with the Invitation for Bid documents.

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

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

**11. Amendments; Waivers; Assignment.**

A. Amendments. This Agreement may be amended only pursuant to an instrument in writing that has been jointly executed by authorized representatives of the parties hereto.

B. Waivers. Neither this Agreement nor any portion of it may be modified or waived orally. However, each party (through its governing body or properly authorized officer) shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

C. Assignment. The rights and obligations of either party to this Agreement may be assigned to a third party only pursuant to a written amendment hereto.

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

**13. Covenant To Defend.** Neither the validity of this Agreement nor the validity of any portion hereof may be challenged by any party hereto, and each party hereto hereby waives any right to initiate any such challenge. Furthermore, if this Agreement or any portion hereof is challenged by a third party in any judicial, administrative, or appellate proceeding (each party hereby covenanting with the other party not to initiate, encourage, foster, promote, cooperate with, or acquiesce to such challenge), the parties hereto collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through a final judicial determination or other resolution, unless all parties mutually agree in writing not to defend such challenge or not to appeal any decision invalidating this Agreement or any portion thereof.

**14. Disclaimer of Third-Party Beneficiaries; Successors and Assigns.** This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

This Agreement shall be binding upon, and its benefits and advantages shall inure to, the successors and assigns of the parties hereto.

**15. Construction.**

A. Headings and Captions. The headings and captions of articles, sections, and paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or be taken into consideration in interpreting this Agreement.

B. Legal References. All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to “applicable law” and “general law” shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

**16. Severability.** The provisions of this Agreement are declared by the parties hereto to be severable. In the event any term or provision of this Agreement shall be held invalid by a court of competent jurisdiction, such invalid term or provision should not affect the validity of any other term or provision hereof; and all such terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Agreement; provided, however, if any term or provision of this Agreement is held to be invalid due to the scope or extent thereof, then, to the extent permitted by law, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

**17. Governing Law; Venue.** This Agreement shall be governed by the laws of the State of Florida. Venue for any petition for writ of certiorari or other court action allowed by this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida.

**18. Attorney’s Fees and Costs.** In any claim dispute procedure or litigation arising from this Agreement, each party hereto shall be solely responsible for paying its attorney’s fees and costs.

**19. Notices.** All notices, comments, consents, objections, approvals, waivers, and elections under this Agreement shall be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested, or by electronic mail with delivery confirmation. All such communications shall be addressed to the applicable addressees set forth below or as any party may otherwise designate in the manner prescribed herein.

To the Owner:

Manatee County Public Works Department  
Attn: Mr. William Lorenzo, Project Manager  
1022 26<sup>th</sup> Street East  
Bradenton, FL 34208  
Phone (941)708-7450, Ext. 7338  
Email: William.Lorenzo@mymanatee.org

To the Contractor:

Harris-McBurney Company  
Attn: Mr. David Ray, Estimator  
2120 North US Highway 301  
Tampa, FL 33619  
Phone: (813) 626-7171  
Email: [dray@hmcb.com](mailto:dray@hmcb.com)

Notices, comments, consents, objections, approvals, waivers, and elections shall be deemed given when received by the party for whom such communication is intended at such party's address herein specified, or such other physical address or email address as such party may have substituted by notice to the other.

**20. Exhibits.** Exhibits to this Agreement are as follows:

Exhibit A—Title(s) of Drawings

Exhibit B—Title(s) of Specifications

Exhibit C—Affidavit of No Conflict

Exhibit D—Certificate(s) of Insurance

Exhibit E—Payment and Performance Bond

Exhibit F—Standard Forms

- 1—Application for Payment
- 2—Certificate of Substantial Completion
- 3—Final Reconciliation / Warranty / Affidavit
- 4—Change Order
- 5—Public Construction Bond Form

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

Harris-McBurney Company  
Name of Contractor

By: 

Printed Name: Gerry Gilbert

Title: President

Date: 11 / 15 / 2016



**MANATEE COUNTY, a political subdivision  
of the State of Florida**

By: 

Printed Name: Purchasing Official

Title: Melissa Wendel

Date: 12 / 12 / 16

EXHIBIT "C"  
AFFIDAVIT OF NO CONFLICT

COUNTY OF Hillsborough,

STATE OF Florida,

BEFORE ME, the undersigned authority, this day personally appeared,  
Gerry Gilbert, President, a principal with full authority to bind  
Harris-McBurney Company hereinafter the "Contractor"), who  
being first duly sworn, deposes and says:

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

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

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

Affiant makes this affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement for

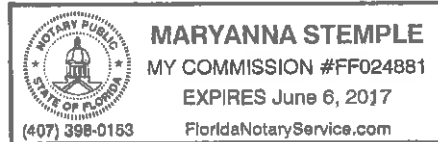
  
\_\_\_\_\_  
Signature President  
Gerry Gilbert  
\_\_\_\_\_  
Print Name


SUBSCRIBED to and sworn before me this 15 day of November, 2016

[Notary Seal]

Notary Public

My commission expires: June 6, 2017



  
\_\_\_\_\_  
Notary Signature  
Maryanna Stemple  
\_\_\_\_\_  
Print Name

Personally Known  or Produced Identification   
~~Type of Identification Produced~~ \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/17/2016

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

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


|   |   |  |
|---|---|--|
| <b>PRODUCER</b><br>Wallace Welch & Willingham, Inc.<br>300 1st Ave. So., 5th Floor<br>Saint Petersburg FL 33701 | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext): 727-522-7777      FAX (A/C, No): 727-521-2902<br>E-MAIL ADDRESS: certificates@w3ins.com |  |
|   | <b>INSURER(S) AFFORDING COVERAGE</b>  |  |
| <b>INSURED</b><br>HARRISMC01<br>Harris McBurney Company<br>2120 N US Hwy 301<br>Tampa FL 33619                  | <b>INSURER A:</b> Amerisure Mutual Ins. Co.      NAIC # 23396   |  |
|   | <b>INSURER B:</b> Amerisure Ins. Co.      19488   |  |
|   | <b>INSURER C:</b> St. Paul Fire & Marine Ins Co.      24767   |  |
|   | <b>INSURER D:</b>   |  |
|   | <b>INSURER E:</b>   |  |
|   | <b>INSURER F:</b>   |  |

**COVERAGES**      **CERTIFICATE NUMBER: 363646336**      **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |             |
|----------|---|-----------|----------|-----------------|-------------------------|-------------------------|---|-------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Contractual Liab<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y         | Y        | GL20250961202   | 11/1/2016               | 11/1/2017               | EACH OCCURRENCE   | \$1,000,000 |
|          |   |           |          |                 |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence)                                       | \$100,000   |
|          |   |           |          |                 |                         |                         | MED EXP (Any one person)  | \$5,000     |
|          |   |           |          |                 |                         |                         | PERSONAL & ADV INJURY   | \$1,000,000 |
|          |   |           |          |                 |                         |                         | GENERAL AGGREGATE   | \$2,000,000 |
|          |   |           |          |                 |                         |                         | PRODUCTS - COMP/OP AGG  | \$2,000,000 |
|          |   |           |          |                 |                         |                         |   | \$          |
| B        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS  | Y         | Y        | CA20148961501   | 11/1/2016               | 11/1/2017               | COMBINED SINGLE LIMIT (Ea accident)   | \$2,000,000 |
|          |   |           |          |                 |                         |                         | BODILY INJURY (Per person)  | \$          |
|          |   |           |          |                 |                         |                         | BODILY INJURY (Per accident)  | \$          |
|          |   |           |          |                 |                         |                         | PROPERTY DAMAGE (Per accident)  | \$          |
|          |   |           |          |                 |                         |                         | PIP   | \$10,000    |
| C        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000   | Y         |          | ZUP15R3364316NF | 11/1/2016               | 11/1/2017               | EACH OCCURRENCE   | \$6,000,000 |
|          |   |           |          |                 |                         |                         | AGGREGATE   | \$8,000,000 |
|          |   |           |          |                 |                         |                         |   | \$          |
| B        | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N       | N/A      | WC20148971501   | 11/1/2016               | 11/1/2017               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |             |
|          |   |           |          |                 |                         |                         | E.L. EACH ACCIDENT  | \$1,000,000 |
|          |   |           |          |                 |                         |                         | E.L. DISEASE - EA EMPLOYEE  | \$1,000,000 |
|          |   |           |          |                 |                         |                         | E.L. DISEASE - POLICY LIMIT   | \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
IFB 16-27140V, FORCE MAIN 17A REPLACEMENT (Rebid of IFB 16-0699DC) 63rd AVENUE WEST, BRADENTON, FL (PROJECT NO.:404-6028385)  
For any and all work performed on behalf of Manatee County.

|   |   |
|---|---|
| <b>CERTIFICATE HOLDER</b><br>Manatee County<br>Manatee County Purchasing Division<br>Attn: Olga Valcich, CPPB, Contract Specialist<br>1112 Manatee Avenue West, Suite 803<br>Bradenton FL 34205 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br> |
|---|---|



This is the *front page* of the performance/payment bond issued in compliance with Florida Statute Chapter **255.05**

THE PROVISIONS AND LIMITATIONS OF SECTION 255.05 FLORIDA STATUTES, INCLUDING BUT NOT LIMITED TO THE NOTICE AND TIME LIMITATIONS IN SECTIONS 255.05(2) AND 255.05(10), ARE INCORPORATED IN THIS BOND BY REFERENCE

**Bond Number:** 481987P

**Surety in which bond's written:** Developers Surety and Indemnity Company

**Local Address:** 100 2nd Ave South  
St. Petersburg, FL 33701

**Local Phone Number:** (727) 822-5610

**Contractor Name:** Harris-McBurney Company

**Address:** 2120 N. U.S. Hwy 301,  
Tampa, FL 33619

**Phone:** (813) 626-7171

**Owner Name:** Manatee County Government

**Address:** 1112 Manatee Avenue West  
Bradenton, FL 34205

**Phone:** (941) 749-3055

**Obligee Name:** Same As Owner

**Address:**

**Phone:** ( )

**Contract Number:** 404-6028385

**Project Description:** Force Main 17A Replacement

**Project Address:** 63rd Avenue West, Bradenton, FL

**Legal description of property:**

**This is the front page of the bond. All other pages are subsequent regardless of preprinted numbers.**

 For A Better Tomorrow



MANATEE COUNTY GOVERNMENT  
PUBLIC CONSTRUCTION BOND

Bond No. 481987P  
(Enter bond number)

BY THIS BOND, We Harris-McBurney Company, located at 2120 North US HWY 301, as  
(Name of Contractor) Tampa, FL 33619 (Address)

Principal and Developers Surety and Indemnity Company, a corporation, whose address is  
(Name of Surety)

17771 Cowan, Suite 100, Irvine, CA 92614

are bound to Manatee County, a political subdivision of the State of Florida, herein called County, in the sum of \$ 448,870.40, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

WHEREAS, the Contractor has entered into Contract No. 16-2714OV with the County for the project titled FORCE MAIN 17A REPLACEMENT (Rebid of IFB 16-0699DC) 63rd AVENUE WEST, BRADENTON, FL (Project No.: 404-6028385), with conditions and provisions as are further described in the aforementioned Contract, which Contract is by reference made a part hereof for the purposes of explaining this bond.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs Contract No. 16-2714OV, between Principal and County for construction of

FORCE MAIN 17A REPLACEMENT (Rebid of IFB 16-0699DC) 63rd AVENUE WEST, BRADENTON, FL (Project No.: 404-6028385),

(Title of Project)

the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract; and

3. Pays County all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract; and

4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Any 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.

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

DATED ON 12/12/2016

**CONTRACTOR AS PRINCIPAL**

Harris-McBurney Company

Company Name

Signature

Gerry Gilbert, President

Print Name & Title

(Corporate Seal)

**SURETY**

Developers Surety and Indemnity Company

Company Name

Signature

David B. Shick, Attorney-in-Fact & Licensed Florida

Print Name & Title Resident Agent #A241176

(Corporate Seal)

**AGENT or BROKER**

The Prosure Group, Inc.  
Company Name

7217 Benjamin Road  
Address

Tampa, FL 33634

(813) 243-1110  
Telephone

Licensed Florida Insurance Agent?  Yes  No

License #: #A241176

State of: Florida

County of: Hillsborough

City of: Tampa

POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:

\*\*\*David B. Shick\*\*\*

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporation could do, but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

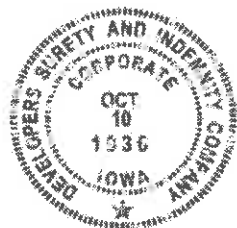
RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this May 23, 2013.

By: *Daniel Young*  
Daniel Young, Senior Vice-President

By: *Gregg N. Okura*  
Gregg N. Okura, Vice-President



State of California  
County of Orange

On May 23, 2013 before me, Gina L. Garner, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Gregg N. Okura  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Gina L. Garner*  
Gina L. Garner, Notary Public



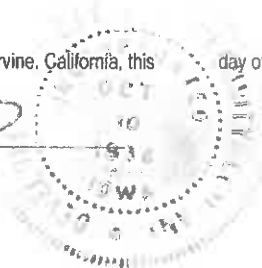
Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolution of the Board of Directors of said corporation set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

By: *Mark J. Lansdon*  
Mark J. Lansdon, Assistant Secretary





This is the *front page* of the performance/payment bond  
issued in compliance with Florida Statute Chapter **255.05**

THE PROVISIONS AND LIMITATIONS OF SECTION 255.05 FLORIDA STATUTES, INCLUDING BUT NOT LIMITED TO THE NOTICE AND TIME LIMITATIONS IN SECTIONS 255.05(2) AND 255.05(10), ARE INCORPORATED IN THIS BOND BY REFERENCE

Bond Number: 481987P  
Surety in which bond's written: Developers Surety and Indemnity Company  
Local Address: 100 2nd Ave South  
St. Petersburg, FL 33701  
Local Phone Number: (727) 822-5610  
Contractor Name: Harris-McBurney Company  
Address: 2120 N. U.S. Hwy 301,  
Tampa, FL 33619  
Phone: (813) 626-7171  
Owner Name: Manatee County Government  
Address: 1112 Manatee Avenue West  
Bradenton, FL 34205  
Phone: (941) 749-3055  
Obligee Name: Same As Owner  
Address:  
Phone: ( )  
Contract Number: 404-6028385  
Project Description: Force Main 17A Replacement  
Project Address: 63rd Avenue West, Bradenton, FL  
Legal description of property:

**This is the front page of the bond. All other pages are subsequent regardless of preprinted numbers.**

For A Better Tomorrow

7217 Benjamin Road, Tampa, FL 33634 | Ph 813.243.1110 | Fx 813.243.1109 | [www.prosuregroup.com](http://www.prosuregroup.com)  
Email [contractbonds@prosuregroup.com](mailto:contractbonds@prosuregroup.com)

**MANATEE COUNTY GOVERNMENT  
PUBLIC CONSTRUCTION BOND**

Bond No. 481987P  
(Enter bond number)

BY THIS BOND, We Harris-McBurney Company, located at 2120 North US HWY 301, as  
(Name of Contractor) (Address)  
Tampa, FL 33619

Principal and Developers Surety and Indemnity Company, a corporation, whose address is  
(Name of Surety)

17771 Cowan, Suite 100, Irvine, CA 92614

are bound to Manatee County, a political subdivision of the State of Florida, herein called County, in the sum of \$ 448,870.40, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

WHEREAS, the Contractor has entered into Contract No. 16-2714OV with the County for the project titled FORCE MAIN 17A REPLACEMENT (Rebid of IFB 16-0699DC) 63<sup>rd</sup> AVENUE WEST, BRADENTON, FL (Project No.: 404-6028385), with conditions and provisions as are further described in the aforementioned Contract, which Contract is by reference made a part hereof for the purposes of explaining this bond.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs Contract No. 16-2714OV, between Principal and County for construction of

FORCE MAIN 17A REPLACEMENT (Rebid of IFB 16-0699DC) 63<sup>rd</sup> AVENUE WEST, BRADENTON, FL (Project No.: 404-6028385),

(Title of Project)

the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract; and

3. Pays County all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract; and

4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Any 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.

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

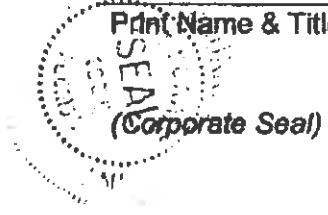
DATED ON 12/12/2016.

**CONTRACTOR AS PRINCIPAL**

Harris-McBerner Company  
Company Name

  
Signature

Gerry Gilbert, President  
Print Name & Title



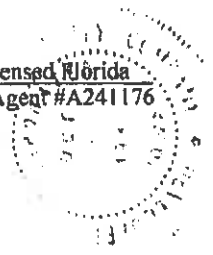
**SURETY**

Developers Surety and Indemnity Company  
Company Name

  
Signature

David B. Shick, Attorney-in-Fact & Licensed Florida  
Print Name & Title Resident Agent #A241176

(Corporate Seal)



**AGENT or BROKER**

The Prosure Group, Inc.  
Company Name

7217 Benjamin Road  
Address

Tampa, FL 33634

(813) 243-1110  
Telephone

Licensed Florida Insurance Agent?  Yes  No

License #: #A241176

State of: Florida

County of: Hillsborough

City of: Tampa



**POWER OF ATTORNEY FOR  
 DEVELOPERS SURETY AND INDEMNITY COMPANY**  
 PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:  
**\*\*\*David B. Shick\*\*\***

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporation could do, but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008

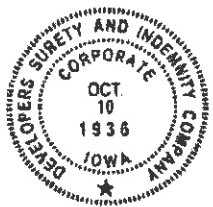
RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this May 23, 2013.

By: *Daniel Young*  
 Daniel Young, Senior Vice-President

By: *Gregg N. Okura*  
 Gregg N. Okura, Vice-President



State of California  
 County of Orange

On May 23, 2013 before me, Gina L. Garner, Notary Public  
 Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Gregg N. Okura  
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument



Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal,  
 Signature *Gina L. Garner*  
 Gina L. Garner, Notary Public

**CERTIFICATE**

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolution of the Board of Directors of said corporation set forth in the Power of Attorney are in force as of the date of this Certificate

This Certificate is executed in the City of Irvine, California, this 10 day of November, 2016

By: *Mark J. Lansdon*  
 Mark J. Lansdon, Assistant Secretary

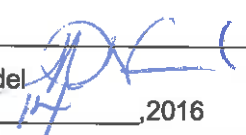
ID-1438(Rev.05/13)

STATE OF FLORIDA, COUNTY OF MANATEE  
 This is to certify that the foregoing is a true and correct copy of the document on file in my office.

No redactions  Redacted pursuant to law  
 Full Document  Page \_\_\_ of \_\_\_  
 Not LOA  Letter of Administration is in full force and effect

Witness my hand and official seal dated 11/30/16  
 MANATEE COUNTY CLERK OF COURT  
 By: *Audrey Arroyo*  
 Deputy Clerk

# MANATEE COUNTY GOVERNMENT INTENT TO AWARD

|                                  |  |                                       |   |
|----------------------------------|--|---------------------------------------|---|
| <b>SUBJECT</b>                   | Force Main 17A Replacement (Rebid of IFB16-0699DC)<br>63 <sup>rd</sup> Avenue West, Bradenton, FL<br>(Project No. 404-6028385) | <b>DATE POSTED</b>                    | MC <u>X SE 11/14/16</u><br>DS <u>X SE 11/14/16</u><br>CC <u>N/A</u>   |
| <b>PURCHASING REPRESENTATIVE</b> | Olga Valcich, Ext 3055   | <b>DATE CONTRACT SHALL BE AWARDED</b> |   |
| <b>DEPARTMENT</b>                | Public Works Department  | <b>CONSEQUENCES IF DEFERRED</b>       |   |
| <b>SOLICITATION</b>              | IFB#16-2714OV  | <b>AUTHORIZED BY DATE</b>             | Melissa Wendel <br>November 17, 2016 |

### NOTICE OF INTENT TO AWARD

Notice of Intent to Award, Invitation for Bid 16-2714OV, Force Main 17A Replacement, 63<sup>rd</sup> Avenue West, Bradenton, FL to the lowest, responsive, responsible bidder Harris-McBurney Company, 2120 North US Highway 301, Tampa, FL 33619 for a total base bid of \$448,870.40, (Bid "B") based on a completion time of 210 calendar days.

### ENABLING/REGULATING AUTHORITY

Federal/State law(s), administrative ruling(s), Manatee County Comp Plan/Land Development Code, ordinances, resolutions, policy.

Manatee County Code of Laws

### BACKGROUND/DISCUSSION

This project is a rebid of IFB16-0699DC which was cancelled on March 29, 2016 due to the sole bid received was materially higher than the County's engineer's estimate for construction cost.

The revised 17A project located at 63<sup>rd</sup> Avenue West, Bradenton, FL was redesigned to include smaller pulls on the pipe vs one large pull, the installation of ARV valves, shallower connection points on the discharge, changed alignment of the Force Main.

The Work consists of the Successful Contractor furnishing and installing approximately 1,500 LF of 6" HDPE/PVC force main by directional drilling and direct bury, one below-ground Air Release Valve (ARV), and connecting to a manhole. The existing 2,300 LF 6" CI (Cast Iron force main will be abandoned in place via grout filling. The original manhole receiving the force main flow, the new manhole receiving the force main flow, and the next two (2) manholes downstream of the new receiving manhole shall be repaired / rehabilitated and lined per approval of the County.

All work to be performed on this project shall be in accordance with the Revised Technical Specifications and Plans dated June 2016.

See page 2 for further discussion and tabulation.

|  |   |  |   |
|--|---|--|---|
| <b>ATTACHMENTS:</b><br>(List in order as attached) | <ul style="list-style-type: none"> <li>• Department Recommendation</li> <li>• Tabulation</li> </ul> | <b>FUNDING SOURCE</b><br>(Acct Number & Name)                          | 4046028385/534000/6028385/0004<br>Funding Source: Utility Rates |
| <b>COST</b>  | \$448,870.40  | <b>AMT/FREQ OF RECURRING COSTS</b><br>(Attach Fiscal Impact Statement) | N/A   |

12/1/16 MM X DS X (SE)

C.D.

Page 2

Force Main 17A Replacement  
 IFB 16-2714OV  
 (Rebid of IFB16-0699DC)  
 63<sup>rd</sup> Avenue West, Bradenton, FL  
 (Project No. 404-6028385)

Appropriate Bid procedures were followed. Notice of Bid availability was advertised from August 25, 2016 through October 5, 2016 on mymanatee.org, DemandStar and the Manatee Chamber of Commerce.

| <u>Bid Offers</u>                    | <u>Bid "A"</u><br><u>(120 Calendar Days)</u> | <u>Bid "B"</u><br><u>(210 Calendar Days)</u> |
|--------------------------------------|--|--|
| <b><u>Hillsborough County</u></b>    |  |  |
| Harris-McBurney Company<br>Tampa, FL | No Bid                                       | \$448,870.40                                 |
| <b><u>(Levy County)</u></b>          |  |  |
| General Underground<br>Chiefland, FL | \$664,130.36                                 | \$592,973.54                                 |
| <b><u>(Duval County)</u></b>         |  |  |
| ***TB Landmark Construction, Inc.    |  |  |
| Jacksonville, FL                     | \$363,197.91                                 | \$363,197.91                                 |
| <b><u>Manatee County</u></b>         |  |  |
| Woodruff & Sons<br>Bradenton, FL     | \$578,594.39                                 | \$505,035.34                                 |

Although TB Landmark Construction, Inc., Jacksonville, FL was the apparent low bidder, they did not acknowledge the correct Addendum #1, did not utilize the Addendum #1 bid forms (Bid A & B) which revised the description of two (2) items and added one (1) bid item; therefore, TB Landmark Construction, Inc. were deemed non-responsive.

Memorandum dated October 13, 2016 from Project Management Division recommended award to Harris-McBurney Company located in Tampa, FL, the lowest responsive, responsible bidder for a total base bid of \$448,870.40 (Bid "B") based on a completion time of 210 calendar days.

Award of project is contingent on the approval of Budget Amendment, B-17-011/1 which will be presented to the Board of County Commissioners on November 15, 2016 to fully fund the project.

**BID TABULATION**  
**FOR**  
**IFB #16-2714-OV**  
**FORCE MAIN 17A REPLACEMENT**  
**(REBID OF IFB #16-0699-DC)**

| Item No.   | Line Item   | U/M | Qty   | 1             |                | 2             |                | 3             |                | 4          |                |
|--|---|-----|-------|---------------|----------------|---------------|----------------|---------------|----------------|------------|----------------|
|  |   |     |       | Unit Price    | Extended Price | Unit Price    | Extended Price | Unit Price    | Extended Price | Unit Price | Extended Price |
| 1  | Curb Replacement  | LF  | 20    | \$ 44.50      | \$ 890.00      | \$ 110.77     | \$ 2,215.40    | \$ 112.00     | \$ 2,240.00    | No Bid     |                |
| 2  | Traffic Separator Replacement Concrete  | LF  | 120   | \$ 85.00      | \$ 10,200.00   | \$ 58.64      | \$ 7,036.80    | \$ 158.80     | \$ 18,816.00   | No Bid     |                |
| 3  | Pavement Repair & Road Restoration (Base, Mill & Resurface)                       | SY  | 234   | \$ 125.00     | \$ 29,250.00   | \$ 140.98     | \$ 32,989.32   | \$ 158.80     | \$ 36,891.20   | No Bid     |                |
| 4  | Pavement Repair & Road Restoration (Mill & Resurface)                             | SY  | 1,078 | \$ 34.00      | \$ 36,652.00   | \$ 32.49      | \$ 35,024.22   | \$ 84.00      | \$ 90,552.00   | No Bid     |                |
| 5  | Sodding, Bahia  | SY  | 36    | \$ 10.00      | \$ 360.00      | \$ 38.38      | \$ 1,272.96    | \$ 58.00      | \$ 2,016.00    | No Bid     |                |
| 6  | Grout Fill Abandoned 6" Force Main  | CY  | 17    | \$ 600.00     | \$ 10,200.00   | \$ 937.33     | \$ 15,934.61   | \$ 840.00     | \$ 14,280.00   | No Bid     |                |
| 7  | Rehabilitate ex. Manhole, 4' diameter (3 MH Total), including Lther (Addendum #1) | VF  | 30    | \$ 415.00     | \$ 12,450.00   | \$ 337.41     | \$ 10,122.30   | \$ 1,008.00   | \$ 30,240.00   | No Bid     |                |
| 8  | 6" PVC (C900) DR-18   | LF  | 100   | \$ 333.00     | \$ 33,300.00   | \$ 724.72     | \$ 72,472.00   | \$ 280.00     | \$ 28,000.00   | No Bid     |                |
| 9  | 6" HDPE - (PE4710 DR-11) (Addendum #1)  | LF  | 1,441 | \$ 78.12      | \$ 108,247.92  | \$ 97.05      | \$ 139,849.05  | \$ 131.04     | \$ 188,828.64  | No Bid     |                |
| 10   | Connect to existing Manhole, inside drop  | EA  | 1     | \$ 7,484.00   | \$ 7,484.00    | \$ 21,075.48  | \$ 21,075.48   | \$ 22,400.00  | \$ 22,400.00   | No Bid     |                |
| 11   | Manhole, Precast, 5' diameter, lined  | VF  | 6     | \$ 1,600.00   | \$ 9,600.00    | \$ 987.54     | \$ 5,925.24    | \$ 5,900.00   | \$ 33,600.00   | No Bid     |                |
| 12   | Fitting, DI   | LB  | 192   | \$ 23.00      | \$ 4,416.00    | \$ 13.57      | \$ 2,605.44    | \$ 22.40      | \$ 4,300.80    | No Bid     |                |
| 13   | 6" Gate Valve, MJ   | EA  | 1     | \$ 2,306.00   | \$ 2,306.00    | \$ 1,587.55   | \$ 1,587.55    | \$ 2,800.00   | \$ 2,800.00    | No Bid     |                |
| 14   | Air Release Valve, Below Ground - 2"  | EA  | 1     | \$ 6,725.00   | \$ 6,725.00    | \$ 3,482.17   | \$ 3,482.17    | \$ 15,120.00  | \$ 15,120.00   | No Bid     |                |
| 15   | Maintenance of Traffic  | LS  | 1     | \$ 10,610.00  | \$ 10,610.00   | \$ 16,433.41  | \$ 16,433.41   | \$ 38,200.00  | \$ 38,200.00   | No Bid     |                |
| 16   | Erosion Control   | LS  | 1     | \$ 3,523.00   | \$ 3,523.00    | \$ 1,689.64   | \$ 1,689.64    | \$ 5,600.00   | \$ 5,600.00    | No Bid     |                |
| 17   | Rehabilitate existing Manhole 4" diameter (1 MH total) w/o Lther (Addendum #1)    | VF  | 6     | Did not bid   | Did not bid    | \$ 345.00     | \$ 2,070.00    | \$ 1,120.00   | \$ 6,720.00    | No Bid     |                |
| 18   | Mobilization  | LS  | 1     | \$ 30,050.00  | \$ 30,050.00   | \$ 48,144.55  | \$ 48,144.55   | \$ 28,750.23  | \$ 28,750.23   | No Bid     |                |
| 19   | Miscellaneous Work & Cleanup  | LS  | 1     | \$ 7,488.00   | \$ 7,488.00    | \$ 103,922.02 | \$ 103,922.02  | \$ 22,400.00  | \$ 22,400.00   | No Bid     |                |
| 20   | Record Drawings   | LS  | 1     | \$ 6,427.00   | \$ 6,427.00    | \$ 2,213.76   | \$ 2,213.76    | \$ 11,200.00  | \$ 11,200.00   | No Bid     |                |
| <b>BASE BID (ITEMS 1 - 20)</b>   |   |     |       | \$ 330,179.92 | \$ 330,179.92  | \$ 525,994.99 | \$ 525,994.99  | \$ 603,754.87 | \$ 603,754.87  | No Bid     |                |
| <b>Contingency (10% of Items 1 - 20) (Used only with County Approval)</b>                |   |     |       | \$ 33,017.99  | \$ 33,017.99   | \$ 52,599.49  | \$ 52,599.49   | \$ 80,375.49  | \$ 80,375.49   | No Bid     |                |
| <b>TOTAL OFFER BID "A" - Based on Completion Time of 180 Calendar Days (Addendum #1)</b> |   |     |       | \$ 363,197.91 | \$ 363,197.91  | \$ 578,594.39 | \$ 578,594.39  | \$ 684,130.36 | \$ 684,130.36  | No Bid     |                |

Did not bid Addendum #1

BID TABULATION

FOR

IFB #16-2714-OV

FORCE MAIN 17A REPLACEMENT  
(REBID OF IFB #16-0699-DC)

BID "A"

BASED ON A COMPLETION TIME OF 120 CALENDAR DAYS

PREPARED BY:  
(Project Management)

Sherril Robinson  
Sherril Robinson, Assessment Coordinator

10/13/16  
Date

REVIEWED BY:  
(Project Management)

William G. Lorenzo  
William G. Lorenzo, P.E., Project Manager

10/13/16  
Date

REVIEWED BY:  
(Project Engineer)

Shea Shoun  
Shea Shoun, P.E., Sr. Project Engineer

10/13/16  
Date

APPROVED BY:  
(Purchasing)

Olga Valcich  
Olga Valcich, Contract Specialist

10/14/2016  
Date

**BID TABULATION**  
**FOR**  
**IFB #16-2714-OV**  
**FORCE MAIN 17A REPLACEMENT**  
**(REBID OF IFB #16-0699-DC)**

| Item No. | Line Item  | UM | Qty   | 1            |                | 2            |                | 3            |                | 4            |                |
|----------|--|----|-------|--------------|----------------|--------------|----------------|--------------|----------------|--------------|----------------|
|          |  |    |       | Unit Price   | Extended Price | Unit Price   | Extended Price | Unit Price   | Extended Price | Unit Price   | Extended Price |
| 1        | Curb Replacement   | LF | 20    | \$ 44.50     | \$ 890.00      | \$ 97.91     | \$ 1,958.20    | \$ 100.00    | \$ 2,000.00    | \$ 75.00     | \$ 1,500.00    |
| 2        | Traffic Separator Replacement Concrete   | LF | 120   | \$ 85.00     | \$ 10,200.00   | \$ 56.57     | \$ 6,788.40    | \$ 140.00    | \$ 16,800.00   | \$ 95.00     | \$ 11,400.00   |
| 3        | Pavement Repair & Road Restoration (Base, Mill & Resurface)                              | SY | 234   | \$ 125.00    | \$ 29,250.00   | \$ 128.62    | \$ 30,097.08   | \$ 140.00    | \$ 32,760.00   | \$ 98.00     | \$ 22,932.00   |
| 4        | Pavement Repair & Road Restoration (Mill & Resurface)                                    | SY | 1,078 | \$ 34.00     | \$ 36,652.00   | \$ 32.49     | \$ 35,024.22   | \$ 75.00     | \$ 80,550.00   | \$ 43.00     | \$ 46,354.00   |
| 5        | Sodding, Bahia   | SY | 36    | \$ 10.00     | \$ 360.00      | \$ 31.74     | \$ 1,142.64    | \$ 50.00     | \$ 1,800.00    | \$ 9.00      | \$ 324.00      |
| 6        | Grout Fill Abandoned 6" Force Main   | CY | 17    | \$ 600.00    | \$ 10,200.00   | \$ 824.03    | \$ 14,008.51   | \$ 750.00    | \$ 12,750.00   | \$ 525.00    | \$ 8,925.00    |
| 7        | Rehabilitate ex. Manhole, 4' diameter (3 MH Total), including Liner (Addendum #1)        | VF | 30    | \$ 415.00    | \$ 12,450.00   | \$ 319.38    | \$ 9,581.40    | \$ 900.00    | \$ 27,000.00   | \$ 480.00    | \$ 13,800.00   |
| 8        | 6" PVC (C900) DR-18  | LF | 100   | \$ 333.00    | \$ 33,300.00   | \$ 584.11    | \$ 58,411.00   | \$ 250.00    | \$ 25,000.00   | \$ 874.00    | \$ 87,400.00   |
| 9        | 6" HDPE - (PE4710 DR-11) (Addendum #1)   | LF | 1,441 | \$ 75.12     | \$ 108,247.92  | \$ 86.72     | \$ 124,963.52  | \$ 117.00    | \$ 168,597.00  | \$ 50.00     | \$ 72,050.00   |
| 10       | Connect to existing Manhole, inside drop   | EA | 1     | \$ 7,484.00  | \$ 7,484.00    | \$ 17,190.22 | \$ 17,190.22   | \$ 20,000.00 | \$ 20,000.00   | \$ 8,524.00  | \$ 8,524.00    |
| 11       | Manhole, Precast, 5' diameter, lined   | VF | 6     | \$ 1,600.00  | \$ 9,600.00    | \$ 904.59    | \$ 5,427.54    | \$ 5,000.00  | \$ 30,000.00   | \$ 1,350.00  | \$ 8,100.00    |
| 12       | Fitting, DI  | LB | 192   | \$ 23.00     | \$ 4,416.00    | \$ 12.92     | \$ 2,480.64    | \$ 20.00     | \$ 3,840.00    | \$ 17.00     | \$ 3,264.00    |
| 13       | 6" Gate Valve, MJ  | EA | 1     | \$ 2,306.00  | \$ 2,306.00    | \$ 1,458.56  | \$ 1,458.56    | \$ 2,500.00  | \$ 2,500.00    | \$ 1,900.00  | \$ 1,900.00    |
| 14       | Air Release Valve, Below Ground - 2"   | EA | 1     | \$ 6,725.00  | \$ 6,725.00    | \$ 3,018.93  | \$ 3,018.93    | \$ 13,500.00 | \$ 13,500.00   | \$ 1,913.00  | \$ 1,913.00    |
| 15       | Maintenance of Traffic   | LS | 1     | \$ 10,610.00 | \$ 10,610.00   | \$ 14,630.19 | \$ 14,630.19   | \$ 35,000.00 | \$ 35,000.00   | \$ 55,000.00 | \$ 55,000.00   |
| 16       | Erosion Control  | LS | 1     | \$ 3,523.00  | \$ 3,523.00    | \$ 1,469.51  | \$ 1,469.51    | \$ 5,000.00  | \$ 5,000.00    | \$ 2,500.00  | \$ 2,500.00    |
| 17       | Rehabilitate existing Manhole 4" diameter (1 MH total) w/o Liner (Addendum #1)           | VF | 6     | Did not bid  | Did not bid    | \$ 345.00    | \$ 2,070.00    | \$ 1,000.00  | \$ 6,000.00    | \$ 288.00    | \$ 1,728.00    |
| 18       | Mobilization   | LS | 1     | \$ 30,050.00 | \$ 30,050.00   | \$ 39,781.14 | \$ 39,781.14   | \$ 25,669.85 | \$ 25,669.85   | \$ 32,000.00 | \$ 32,000.00   |
| 19       | Miscellaneous Work & Cleanup   | LS | 1     | \$ 7,489.00  | \$ 7,489.00    | \$ 87,407.58 | \$ 87,407.58   | \$ 20,000.00 | \$ 20,000.00   | \$ 25,000.00 | \$ 25,000.00   |
| 20       | Record Drawings  | LS | 1     | \$ 6,427.00  | \$ 6,427.00    | \$ 2,213.78  | \$ 2,213.78    | \$ 10,000.00 | \$ 10,000.00   | \$ 3,450.00  | \$ 3,450.00    |
|          | <b>BASE BID (ITEMS 1 - 20)</b>   |    |       |              | \$ 350,173.92  |              | \$ 459,123.04  |              | \$ 539,056.85  |              | \$ 408,084.00  |
|          | <b>Contingency (16% of Items 1 - 20) (Used only with County Approval)</b>                |    |       |              | \$ 33,017.99   |              | \$ 45,912.30   |              | \$ 53,906.89   |              | \$ 40,806.40   |
|          | <b>TOTAL OFFER BID "B" - Based on Completion Time of 120 Calendar Days (Addendum #1)</b> |    |       |              | \$ 363,197.91  |              | \$ 505,035.34  |              | \$ 592,973.54  |              | \$ 448,870.40  |

Did not bid Addendum #1

BID TABULATION

FOR

IFB #16-2714-OV

FORCE MAIN 17A REPLACEMENT  
(REBID OF IFB #16-0699-DC)

BID "B"

BASED ON A COMPLETION TIME OF 210 CALENDAR DAYS

PREPARED BY:  
(Project Management)

Sherry Robinson  
Sherrri Robinson, Assessment Coordinator

10/13/16  
Date

REVIEWED BY:  
(Project Management)

William G. Lorenzo  
William G. Lorenzo, P.E., Project Manager

10/13/16  
Date

REVIEWED BY:  
(Project Engineer)

Shea Shoun  
Shea Shoun, P.E., Sr. Project Engineer


10/13/16  
Date

APPROVED BY:  
(Purchasing)

Olga Valcich  
Olga Valcich, Contract Specialist

10/14/16  
Date

# MEMORANDUM

To:  Melissa M. Wendel, CPPO, Purchasing Official  
From: Jeff Streitmatter III, P. E., Project Management  
Division Manager  
Date: October 13, 2016  
Subject: Force Main 17A Replacement/63<sup>rd</sup> Avenue East  
Harris-McBurney Company  
Recommendation for Award - IFB 16-2714OV



The bids for the above referenced project have been reviewed by staff. The bid tabulation form is attached for your review. It is recommended that the contract Bid "B" with a construction time of 210 days be awarded to the lowest responsive, responsible bidder, Harris-McBurney Company in the amount of \$448,870.40 and in accordance with the terms and conditions of the bid package. Upon completion of project award, please provide a copy of the purchase order assigned to the contractor. The funding source for this contract is Utility Rates.

The amount currently encumbered is less than the proposed contract amount, and a budget amendment will be prepared to fully fund the project prior to the contract award.

Please contact William G. Lorenzo, P.E., Project Engineer II if you have any questions regarding the attached documents.

Thank you for your continued assistance.

JS/wgl 

cc: Mike Gore, Director, Utilities  
Ron Schulhofer, Director, Public Works  
Sia Mollanazar, P.E., Deputy Director, Engineering Services  
Carmen Mosley, MA, Senior Fiscal Services Division Manager  
William G. Lorenzo, P.E., Project Engineer II  
Prony Bonnaire Fils, Engineering Specialist II, w/attachments  
Project File: 6028385 9.2

Public Works Department  
Project Management Division  
1022 26<sup>th</sup> Avenue East, Bradenton, FL 34208-3926  
Phone number: (941) 708-7450

LARRY BUSTLE \* CHARLES B. SMITH \* JOHN R. CHAPPIE \* ROBIN DISABATINO \* VANESSA BAUGH \* CAROL WHITMORE \* BETSY BENAC  
District 1      District 2      District 3      District 4      District 5      District 6      District 7

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