

August 13, 2026

CONSENT

AGENDA ITEM 7.H: SOUTH DOCK STREET CONTRACT AWARD

BACKGROUND:

The Authority has approved State of Florida, Department of Commerce Grant No. G0139 to support reconstruction of South Dock St. from Reeder Road to the west and concrete pavement at US 41 to the east. Deliverable 1 for this grant was to perform professional services required to complete the design and bidding process for the project. Previous approval was made for this task to have RS&H conduct these services for \$405,982.00.

An invitation to bid was issued via DemandStar on May 29, 2026. Of the five bids received, Landmark Services submitted the lowest responsive bid at \$1,422,773.63. The Engineer of Record, RS&H has reviewed the submissions and recommends awarding the contract to Landmark Services.

Approval is requested to execute contracts for the Landmark Services bid amount, and a project contingency of \$59,528.85, to support project completion.

ATTACHMENT:

- Invitation to Bid
- Bid Tabulation
- RS&H Recommendation
- Landmark Services Agreement

COST AND FUNDING SOURCE:

\$1,482,302.48 FL Commerce Grant

CONSEQUENCES IF DEFERRED:

Loss of funding for the South Dock St. Project if it is not completed by December 31, 2026.

LEGAL COUNSEL REVIEW: Yes

RECOMMENDATION:

Move to approve and authorize the Chairman to execute the contract between the Manatee County Port Authority and Landmark Services for \$1,422,773.63, and a contingency of \$59,528.85 for the South Dock St. project, subject to receipt of all required bonds and insurance, and FL Commerce approval. Total project cost will be \$1,934,894.63 including previously executed Engineering contracts.

DUE TO SIZE OF DOCUMENT FULL CONTRACT IS AVAILABLE UPON REQUEST

August 13, 2026

CONSENT

**AGENDA ITEM 7.H: SOUTH DOCK ST.
CONTRACT AWARD**

BACKGROUND:

The Authority has approved State of Florida, Department of Commerce Grant No. G0139 to support reconstruction of South Dock St. from Reeder Road to the west and concrete pavement at US 41 to the east. Deliverable 1 for this Grant was to perform professional services required to complete the design and Bidding process for the project. Previous approval was made for this task to have RS&H conduct these services for \$405,982.00.

An invitation to bid was issued via DemandStar on May 29, 2026. Of the five bids received, Landmark Services submitted the lowest responsive bid at \$1,422,773.63. The Engineer of Record, RS&H has reviewed the submissions and recommends awarding the contract to Landmark Services.

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LEGAL COUNSEL REVIEW: Pending

RECOMMENDATION:

Move to approve and authorize the Chairman to execute the contracts between the Manatee County Port Authority, Landmark Services for \$1,422,773.63, and a contingency of \$59,528.85 for the South Dock St. project, subject to receipt of all required bonds and insurance, and FL Commerce approval. Total project cost will be \$1,934,894.63 including previously executed Engineering contracts.

BID COVER SHEET
ITB-20260127-5/RH-0-2026/JDG
SOUTH DOCK ST.
MAY 29, 2026

Manatee County Port Authority
300 Tampa Bay Way, Suite 1
Palmetto, FL 34221

THIS IS NOT AN ORDER

Bid Due Date

July 2, 2026
By no later than
2:00PM EST

**All questions relating to this Invitation to Bid must be submitted in writing to the
Administrative Manager/Engineering & Construction:**

Robert Howard
Administrative Manager/Engineering & Construction
Engineering Department
300 Tampa Bay Way, Palmetto, FL 34221
(O) 941-721-2352 (C) 941-465-7779 Email: rhoward@seaportmanatee.com

Calendar of Events

May 29, 2026		Invitation to Bid
June 2, 2026	9:00 AM	Non-Mandatory pre-submittal conference
June 19, 2026		Last day for submitting written questions and Mandatory Site Visit
June 23, 2026		Last day for responses to written questions via Addendum
July 2, 2026	2:00 PM	Deadline for submitting bids
August 13, 2026		Port Authority meeting, award announcement

Bidder Name and Address (must be completed):

Landmark Services of Southwest Florida, Inc.
1101 9th Ave. E Bradenton, F34208
(941) 358-8393

Funded in Part By Grant: FL Commerce G0139

Bidder List of Addendum and Date (must be completed):

Addendum #1 - June 1, 2026: Addendum #2 - June 10, 2026: Addendum #3 - June 17, 2026:
Addendum #4 - June 23, 2026

ACKNOWLEDGEMENT OF ANY ADDENDA and/or REVISIONS: In signing this Bid, Bidder acknowledges and affirms that its Bid complies with all terms, conditions and specifications of this ITB and any addenda, appendices or revisions thereto. If awarded a contract, Bidder will comply with all terms of its Bid and all terms, conditions and specifications of this ITB and any addenda or revisions thereto.

Name of Authorized Company Representative (Type or Print)	Title Rick Cripe, President	Date July 2, 2026
Signature of Authorized Company Representative Named Above 	Phone (941) 358-8393	Fax (941) 358-8395
		Email rick.cripe@landmarksvcs.com

SEAPORT MANATEE
SOUTH DOCK ST.

BID BOND
ITB-20260127-5/RH-0-2026/JDG
DATE: 05/29/2026

BID BOND (PENAL SUM FORM)

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

BIDDER (Name, Address, and Telephone Number):

Landmark Services of Southwest Florida, Inc.
1101 9th Ave. E Bradenton, F34208
(941) 358-8393

SURETY (Name, Address of Principal Place of Business, and Telephone Number):

Ascot Surety & Casualty Company
10233 So Parker Rd #300, Parker CO 80134
PH: 646-356-8101

OWNER (Name, Address and Telephone Number):

Manatee County Port Authority
300 Tampa Bay Way
Palmetto, FL 34221
(941) 722-6621

BID

Bid Due Date: July 2, 2026

Description (SOUTH DOCK ST. — Include Location):

SOUTH DOCK ST.

Bid Number: ITB-20260127-5/RH-0-2026/JDG

BOND

Bond Number: N/A BID

Date: July 2, 2026

Penal sum	Five Percent of AMOUNT Bid	\$	5% of amt Bid
	(Words)		(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Landmark Services of Southwest Florida, Inc. (Seal)

Bidder's Name and Corporate Seal

By:

Signature

Rick Cripe

Print Name

President

Title

Attest:

Signature

Title

VP

SURETY

Ascot Surety & Casualty Company. (Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Kevin Wojtowicz

Print Name

Attorney in fact and Florida Licensed
Resident Agent

Title

Attest:

Signature

Eileen Heard, Surety Witness

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state of Florida.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service Registered or Certified Mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

END OF SECTION



Power of Attorney

KNOW ALL MEN BY THE PRESENTS:

That **Ascot Surety & Casualty Company** and **Ascot Insurance Company**, each a corporation organized and existing under the laws of the State of Colorado (the "Companies"), do hereby constitute and appoint:

Brett Rosenhaus, Charles Nielson, Charles Nielson, Jr., Christian Collins, Dale Bellis, Devin Phillips, Donald Bramlage, Eduardo Menendez, Ian Nipper, Jarrett Merlucci, Jessica Reno, Joseph Nielson, Kevin Wojtowicz, Matthew Smith, Michael Megahan, Michael Moyer, Robert Benson, Robert Bond, Shawn Burton, Taylor Rosenhaus, and William Parker

of Miami Lakes, FL (city, state) and each its true and lawful Attorney(s)-in-Fact, with full authority to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line is filled in, only within the area and up to the amount therein designated, any and all bonds, undertakings, recognizances, and other contracts of indemnity or writings obligatory in the nature thereof, issued in the course of its surety business, and to bond the Companies as follows:

Any such obligations in the United States not to exceed \$100,000,000.00.

The Companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority Resolutions adopted by the Board of Directors of the Companies, which resolutions are still in effect:

RESOLVED, that any of the Chief Executive Officer, the Chief Operating Officer or the Chief Underwriting Officer, acting in conjunction with the head of the surety business line for the Corporation (each an Authorized Individual" and, collectively, the Authorized Individuals"), are authorized to jointly appoint one or more attorneys-in-fact to represent and act for and on behalf of the Corporation in the transaction of the Corporation's surety business to execute (under the common seal of the Corporation if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof:

RESOLVED, that in conjunction with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seals (electronic or otherwise) shall be valid and bonding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or tother contract of indemnity or writing obligatory in the nature thereof;

RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile electronic or mechanically reproduced signature of any Authorized Individual, whether made heretofore or hereafter, whenever appearing upon a copy of any Power of Attorney of the Corporation, with signatures affixed as next above noted, shall be valid and binding upon the Corporation with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused these presents with the respective corporate seals and to be executed by the individuals named below who are duly authorized and empowered to execute the Power of Attorney on the Companies' behalf, this 13th day of March 2025.



ASCOT SURETY & CASUALTY COMPANY
ASCOT INSURANCE COMPANY

Matthew Conrad Kramer (Chief Executive Officer)

Tara North (Executive Vice President, Surety)

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD) ss.

On this 13th day of March 2025, before me came the above named Chief Executive Officer of each Ascot Surety & Casualty Company and Ascot Insurance Company and the head of the surety business line for each of Ascot Surety & Casualty Company and Ascot Insurance Company, to me personally known to be the individuals described herein, and acknowledged that the seals affixed to the preceding instrument and the corporate seals of each Ascot Surety & Casualty Company and Ascot Insurance Company, and that the said corporate seals and signatures were duly affixed and subscribed to said instrument by the authority and direction of said Companies.

KSENIA E. GUSEVA
NOTARY PUBLIC
STATE OF CONNECTICUT
My Commission Expires June 30, 2029

Notary Public Ksenia E Guseva
My commission expires on June 30, 2029

I, the undersigned Secretary of the Company, do hereby certify that the foregoing excerpts of the Resolution adopted by the Board of Directors of the Companies, and the Power of Attorney issued pursuant thereto, are true and correct, and further certify that both the Resolution and the Power of Attorney are still in full force and effect.

This Certificate may be signed by facsimile under and by the authority of the following resolution of the Board of Directors of the Companies.

RESOLVED, that in connection with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney of certificate bearing such facsimile signatures or facsimile seal (electronic or otherwise) shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizances or other contract of indemnity or writing obligatory in the nature thereof;

IN WITNESS WHEREOF; I have hereunto set my hand and affixed the seal of the Companies, this 2 day of July, 2026

ASCOT SURETY & CASUALTY COMPANY
ASCOT INSURANCE COMPANY

John Gill, Secretary

SEAPORT MANATEE
SOUTH DOCK ST.

BID BOND
ITB-20260127-5/RH-0-2026/JDG
DATE: 05/29/2026

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PH: 646-356-8101

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BID

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BIDDER

Landmark Services of Southwest Florida, Inc. (Seal)
Bidder's Name and Corporate Seal

SURETY

Ascot Surety & Casualty Company. (Seal)
Surety's Name and Corporate Seal

By:

Signature

Rick Cripe

Print Name

President

Title

Attest:

Signature

Title

VP

By:

Signature (Attach Power of Attorney)

Kevin Wojtowicz

Print Name

Attorney in fact and Florida Licensed
Resident Agent

Title

Attest:

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Eileen Heard, Surety Witness

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9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

END OF SECTION



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of Miami Lakes, FL (city, state) and each its true and lawful Attorney(s)-in-Fact, with full authority to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line is filled in, only within the area and up to the amount therein designated, any and all bonds, undertakings, recognizances, and other contracts of indemnity or writings obligatory in the nature thereof, issued in the course of its surety business, and to bond the Companies as follows:

Any such obligations in the United States not to exceed \$100,000,000.00.

The Companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority Resolutions adopted by the Board of Directors of the Companies, which resolutions are still in effect:

RESOLVED, that any of the Chief Executive Officer, the Chief Operating Officer or the Chief Underwriting Officer, acting in conjunction with the head of the surety business line for the Corporation (each an Authorized Individual" and, collectively, the Authorized Individuals"), are authorized to jointly appoint one or more attorneys-in-fact to represent and act for and on behalf of the Corporation in the transaction of the Corporation's surety business to execute (under the common seal of the Corporation if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof:

RESOLVED, that in conjunction with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seals (electronic or otherwise) shall be valid and bonding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or tother contract of indemnity or writing obligatory in the nature thereof;

RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile electronic or mechanically reproduced signature of any Authorized Individual, whether made heretofore or hereafter, whenever appearing upon a copy of any Power of Attorney of the Corporation, with signatures affixed as next above noted, shall be valid and binding upon the Corporation with the same force and effect as though manually affixed.

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ASCOT INSURANCE COMPANY

Matthew Conrad Kramer (Chief Executive Officer)

Tara North (Executive Vice President, Surety)

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD) ss.

On this 13th day of March 2025, before me came the above named Chief Executive Officer of each Ascot Surety & Casualty Company and Ascot Insurance Company and the head of the surety business line for each of Ascot Surety & Casualty Company and Ascot Insurance Company, to me personally known to be the individuals described herein, and acknowledged that the seals affixed to the preceding instrument and the corporate seals of each Ascot Surety & Casualty Company and Ascot Insurance Company, and that the said corporate seals and signatures were duly affixed and subscribed to said instrument by the authority and direction of said Companies.

KSENIA E. GUSEVA
NOTARY PUBLIC
STATE OF CONNECTICUT
My Commission Expires June 30, 2029

Notary Public Ksenia E Guseva
My commission expires on June 30, 2029

I, the undersigned Secretary of the Company, do hereby certify that the foregoing excerpts of the Resolution adopted by the Board of Directors of the Companies, and the Power of Attorney issued pursuant thereto, are true and correct, and further certify that both the Resolution and the Power of Attorney are still in full force and effect.

This Certificate may be signed by facsimile under and by the authority of the following resolution of the Board of Directors of the Companies.

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ASCOT SURETY & CASUALTY COMPANY
ASCOT INSURANCE COMPANY

John Gill, Secretary

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	Landmark Services of Southwest Florida, Inc.		
Corporate Office			
Name:	Rick Cripe	Phone number:	(941) 358-8393
Title:	President	Email address:	rick.cripe@landmarksvcs.com
Business address of corporate office:	1101 9th Ave. East Bradenton, FL 34208		
Local Office			
Name:	Rick Cripe	Phone number:	(941) 358-8393
Title:	President	Email address:	rick.cripe@landmarksvcs.com
Business address of local office:	1101 9th Ave. East Bradenton, FL 34208		
Bidder Contact Information			
Contact	Rick Cripe	Phone number:	(941) 358-8393
Title:	President	Email address:	rick.cripe@landmarksvcs.com

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☒ Corporation		
☐ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
1.	N/A		
2.	N/A		
3.	N/A		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	2006	State in which Business was formed:	FL
Is this Business authorized to operate in Florida? (Attach proof of authorization)		☒ Yes ☐ No ☐ Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	N/A	Affiliation:	N/A
Address:	N/A		

Name of business:	N/A	Affiliation:	N/A
Address:	N/A		
Name of business:	N/A	Affiliation:	N/A
Address:	N/A		

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Rick Cripe	Title:	President
Authorized to sign contracts:	☒ Yes ☐ No	Limit of Authority:	\$ No Limit
Name:	John Cannon	Title:	Vice President
Authorized to sign contracts:	☒ Yes ☐ No	Limit of Authority:	\$ No Limit
Name:	Mark Albrecht	Title:	Vice President
Authorized to sign contracts:	☒ Yes ☐ No	Limit of Authority:	\$ No Limit
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:	General Contractor (Rick Cripe)		
Licensing Agency:	State of Florida, Department of Business & Professional Regulation		
License No:	CGC1509371	Expiration Date:	August 31, 2026
Name of License:	Underground Utility & Excavation (Mark Albrecht)		
Licensing Agency:	State of Florida, Department of Business & Professional Regulation		
License No:	CUC1224453	Expiration Date:	August 31, 2026

ATTACH COPIES OF VALID LICENSE(S) IN ACCORDANCE WITH SECTION 489.113, FLORIDA STATUTES (SECTION C-410).

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise	N/A	N/A
☐ Minority Business Enterprise	N/A	N/A
☐ Woman-Owned Business Enterprise	N/A	N/A
☐ Small Business Enterprise	N/A	N/A

☐ Disabled Business Enterprise	N/A	N/A
☐ Veteran-Owned Business Enterprise	N/A	N/A
☐ Service-Disabled Veteran-Owned Business	N/A	N/A
☐ HUBZone Business (Historically Underutilized) Business	N/A	N/A
☐ Other	N/A	
☐ None	N/A	

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Project Safety Officer:	Joseph Martin	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
OSHA 30	OSHA	N/A
CPR/AED/First Aid Certification	Red Cross	January, 2028

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 4 years and the EMR, TRFR, and MH history for the last 4 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2025			2024			2023			2022		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
Landmark	.64	1.34		.69	0		.99	1.03		1.08	1.11	

4.03 Provide Days Away from Work, Days of Restricted Work Activity or Job Transfer (DART) incident rate for the particular industry or type of Work for the last 4 years and the DART history for the last 4 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price.

Year	2025	2024	2023	2022
Company	DART	DART	DART	DART
Landmark	.67	0	0	0

- 4.04 Provide as an attachment Contractor's (and proposed Subcontractor(s) or Suppliers that will provide Work valued at 10% or more of the Contract Price) OSHA No. 300- Log & Summary of Occupational Injuries & Illnesses for the past 4 years. Please see attached documentation
- 4.05 Provide as an attachment Contractor's (and proposed Subcontractor(s) or Suppliers that will provide Work valued at 10% or more of the Contract Price) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 4 years (indicate disposition as applicable) - IF NONE SO STATE None
- 4.06 Provide as an Attachment Contractor's (and proposed Subcontractor(s) or Suppliers that will provide Work valued at 10% or more of the Contract Price) list of all safety citations or violations under any state all received within the last 4 years (indicate disposition as applicable) - IF NONE SO STATE None
- 4.07 List on Schedule D all pieces of major equipment that the Business owns or leases and designate which will be available for use on this Project.

ARTICLE 5—FINANCIAL

- 5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement for each of the last 3 years, and if such audited financial statement is not current, also provide the most current financial statement. **Pursuant to section 119.071(1)(c), Fla. Stat. any financial statement that the Port requires a prospective bidder to submit in order to respond to a bid for a public works project is exempt from public inspection and disclosure.)**

Financial Institution:	N/A: have not been audited.		
Business address:	See attached FDOT Prequalification Certificate for financial stability and audit requirements		
Account Manager:		Telephone:	
Date of Business's most recent financial statement:	2025	☐ Attached	
Date of Business's most recent audited financial statement:	N/A	☐ Attached	
Financial indicators from the most recent financial statement			
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)			1.68
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)			1.53

Summary of Work-Related Injuries and Illnesses

Year 20 23



U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0156

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0".

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths

0

(G)

Total number of cases with days away from work

1

(H)

Total number of cases with job transfer or restriction

0

(I)

Total number of other recordable cases

0

(J)

Number of Days

Total number of days away from work

1

(K)

Total number of days of job transfer or restriction

0

(L)

Injury and Illness Types

Total number of

(M)

(1) Injuries

1

(4) Poisonings

0

(2) Skin disorders

0

(5) Hearing loss

0

(3) Respiratory conditions

0

(6) All other illnesses

0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: U.S. Department of Labor, OSHA Office of Statistical Analysis, Room N-3634, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name

Landmark Service of Sewer Inc.

Street

1101 9th St E

City

Brooklyn

State

PA

ZIP

34208

Industry description (e.g., Manufacture of motor truck trailers)

Site of Contract Services

Standard Industrial Classification (SIC), if known (e.g., 3715)

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)

237210

Employment information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees

90

Total hours worked by all employees last year

193,928

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company Executive

941 358-8393

Phone

Title

1217 24

Fax

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the [free Adobe PDF Reader](#).

Year 20 25

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
<u>0</u>	<u>0</u>	<u>1</u>	<u>1</u>
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
<u>0</u>	<u>47</u>
(K)	(L)

Injury and Illness Types

Total number of	(M)		
(1) Injuries	<u>2</u>	(4) Poisonings	<u>0</u>
(2) Skin disorders	<u>0</u>	(5) Hearing loss	<u>0</u>
(3) Respiratory conditions	<u>0</u>	(6) All other illnesses	<u>0</u>

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name Landmark of Southwest Florida, Inc.

Street 1101 9th St East

City Bradenton State FL Zip 34208

Industry description (e.g., *Manufacture of motor truck trailers*)

Site and Concrete Services

North American Industrial Classification (NAICS), if known (e.g., 336212)

2 3 8 9 1 0

Employment Information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees 121

Total hours worked by all employees last year 297,911.00

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

Title

Phone 941-358-8393

Date 1/29/25

Reset

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 24



U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
<u>0</u>	<u>0</u>
(K)	(L)

Injury and Illness Types

Total number of . . . (M)			
(1) Injuries	<u>0</u>	(4) Poisonings	<u>0</u>
(2) Skin disorders	<u>0</u>	(5) Hearing loss	<u>0</u>
(3) Respiratory conditions	<u>0</u>	(6) All other illnesses	<u>0</u>

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name Landmark Service of SW PC
Street 1101 9th St E
City Brainerd State PC Zip 34208
Industry description (e.g., Manufacture of motor truck trailers)
Site - Const serv
North American Industrial Classification (NAICS), if known (e.g., 336212)
237210

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees 110
Total hours worked by all employees last year 235,000

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive [Signature] Title CEO
Phone 941-358-8393 Date 1-8-25

Reset

ARTICLE 6—SURETY INFORMATION

- 6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Ascot Surety and Casualty Company		
Surety is a corporation organized and existing under the laws of the state of:		Florida	
Is surety authorized to provide surety bonds in the Project location?		☒ Yes ☐ No	
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☐ Yes ☐ No			
Mailing Address (principal place of business):		10233 So Parker Rd. #300	
		Parker, CO 80134	
Physical Address (principal place of business):		10233 So Parker Rd. #300	
		Parker, CO 80134	
Phone (main):	(646) 356-8101	Phone (claims):	(646) 356-8101
Aggregate Bonding Capacity:	20,000,000.00	Available Bonding Capacity as of Bid:	10,000,000.00

ARTICLE 7—INSURANCE

- 7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):	
Insurance Provider	Type of Policy (Coverage Provided)
Amerisure	GL, AUTO, WC, Umbrella
Are providers licensed or authorized to issue policies in the Project location? ☒ Yes ☐ No	
Does provider have an A.M. Best Rating of A-VII or better? ☒ Yes ☐ No	
Mailing Address (principal place of business):	Lockbox #730502
	Dallas, TX 75373-0502
Physical Address (principal place of business):	5221 N. O'Conner Blvd. Ste 400
	Dallas, TX 75039

Phone (main):	(214) 631-6370	Phone (claims):	(214) 631-6370
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ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Primary type of work the Business performs:	Civil Construction
Average number of current full-time permanent employees:	150
Estimate of revenue for the current year:	\$60,000,000.00
Estimate of revenue for the previous year:	\$60,000,000.00
Estimate of dollar value presently under contract:	\$60,000,000.00
Business an equal employment opportunity employer: ☒ Yes ☐ No	Does the Business have a written drug and alcohol policy? ☒ Yes ☐ No
Does the Business have a written Quality Assurance/Quality Control Program: ☐ Yes ☒ No	

8.02 Provide information regarding the Business's previous contracting experience.

Business years of experience with projects like the proposed project: 20		
As a general contractor: 20 years	As a joint venturer:	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:		
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No		
Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No		
Been released from a bid in the past 5 years? ☐ Yes ☒ No		
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No		
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No		
Been a party to any currently pending litigation or arbitration? ☐ Yes ☒ No		
Are there any judgments, claims, disputes or litigation pending or outstanding involving the Business, a predecessor in interest, an affiliate identified in Paragraph 1.03 or a Business officers or partners identified in Paragraph 1.04? ☐ Yes ☒ No		
Has a Business officers or partners identified in Paragraph 1.04 defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No		
Provide full details in a separate attachment if the response to any of these questions is Yes.		

Business Officers or Partners Individual Construction Experience:

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and Type of Work	In what Capacity?
Rick Cripe	President	30	Heavy Concrete & Civil Construction	Operator to Owner
John Cannon	Vice President	45	Heavy Concrete & Civil Construction	From Foreman to Owner
Mark Albrecht	Vice President	30	Heavy Concrete & Civil Construction	From Foreman to Owner
Peter Jones	Chief Operations Officer	30	Heavy Concrete & Civil Construction	From Laborer to Chief Operations Officer

- 8.03 List all projects currently under contract in Schedule A and provide indicated information.
- 8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.
- 8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.
- 8.06 List 3 business references from an Engineering or Surveying firm and 2 business references from other project Owners. Each reference must include the following information: the Firm/ Company Name, Firm/ Company Address, Firm/ Company Contact Person, and Firm/ Company Telephone Number.
- 8.07 List bidder, subcontractors and suppliers to be used for the portions of the Work listed below. **If self-performing, so list.** If a professional engineer or surveyor is to be used, then their professional license from the State of Florida must be attached.

Service	Contractor / Subcontractor / Supplier Name	Contractor / Subcontractor / Supplier Address	Contractor / Subcontractor / Supplier License Number
Asphalt & Milling	Superior Asphalt	4801 15th St. E Bradenton, FL 34203	Doc. Number P01000063325 from Sunbiz.org & attached FDOT Pre-Qualification
Professional Surveyor	Park Coastal Surveying, LLC	3820 36th Ave. E Palmetto, FL 34221	LB7915 LS6731

Service	Contractor / Subcontractor / Supplier Name	Contractor / Subcontractor / Supplier Address	Contractor / Subcontractor / Supplier License Number
Signage & Striping	McShea Contracting	508 Owen Ave. North Lehigh Acres, FL 33791	PG10-00470 & FDOT PreQual
Maintenance Of Traffic	ACME Barricades	9800 Normandy Blvd. Jacksonville, FL 32221	Doc. Number L98000002616 from Sunbiz.org & SL3657601
Concrete	Curb Systems of SW FL	10964 K Nine Dr. Bonita Springs, FL 34135	CBC1262514
Storm	Self Perform Landmarks Services of SW LF Inc.	1101 9th Ave. East Bradenton, FL 34208	CGC1509371 CUC1124453
Site Work	Self Perform Landmarks Services of SW LF Inc.	1101 9th Ave. East Bradenton, FL 34208	CGC1509371 CUC1124453
Dewatering	Self Perform Landmarks Services of SW LF Inc.	1101 9th Ave. East Bradenton, FL 34208	CGC1509371 CUC1124453

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Diverse Business Certifications if required by Paragraph 3.01.
- C. Certification of Business's safety performance if required by Paragraph 4.02.
- D. Attachments providing additional information as required by Paragraph 4.04.
- E. Attachments providing additional information as required by Paragraph 4.05.
- F. Attachments providing additional information as required by Paragraph 4.06.
- G. Financial statements as required by Paragraph 5.01.
- H. Attachments providing additional information as required by Paragraph 8.02.
- I. Schedule A (Current Projects) as required by Paragraph 8.03.
- J. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
- K. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
- L. Schedule D (Equipment) as required by Paragraph 4.07.

01144194-1 EJDC C-451, Qualifications Statement.

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**SEAPORT MANATEE
SOUTH DOCK ST.**

**BIDDER QUALIFICATIONS STATEMENT
ITB-20260127-5/RH-0-2026/JDG
DATE: 05/29/2026**

M. Additional items as pertinent.

9.02 Optional Attachments

A. Schedule E Preference with Drug-Free Workplace Programs under section 287.078, Fla. Stat.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CRIFE, RICK A.
LANDMARK SERVICES OF SOUTH WEST FLORIDA INC
1101 9TH AVE EAST
BRADENTON FL 34208

LICENSE NUMBER: CGC1509371

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/19/2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ALBRECHT, MARK DAVID
LANDMARK SERVICES OF SOUTH WEST FLORIDA INC
1101 9TH AVE E
BRADENTON FL 34208

LICENSE NUMBER: CUC1224453

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)

ISSUED: 07/12/2024

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PROFESSIONAL REGULATION



Department of Business
& Professional Regulation

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LICENSEE DETAILS

9:22:51 AM 11/21/2024

Licensee Information

Name: **CRIFE, RICK A. (Primary Name)**
LANDMARK SERVICES OF SOUTH WEST FLORIDA INC (DBA Name)
Main Address: **1101 9TH AVE EAST**
BRADENTON Florida 34208
County: **MANATEE**

License Information

License Type: **Certified General Contractor**
Rank: **Cert General**
License Number: **CGC1509371**
Status: **Current, Active**
Licensure Date: **07/12/2005**
Expires: **08/31/2026**

Special Qualifications

Qualification Effective

Construction Business **07/12/2005**

Alternate Names

[View Related License Information](#)

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2801 Blair Stone Road, Tallahassee FL 32315 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. Pursuant to Section 458.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The email provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our Chapter 455 page to determine if you are affected by this change.

Jimmy Patronis
CHIEF FINANCIAL OFFICER
JoAnne Rice
DIVISION DIRECTOR



Bruce Gillingham
BUREAU CHIEF
Ronald Dillworth
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL
200 EAST GAINES STREET - Tallahassee, Florida 32399-0342
Tel. 904-413-3644

CERTIFICATE OF COMPETENCY
OFFICIAL COPY

THIS CERTIFIES THAT: Mark D Albrecht
1101 9th Ave East
Bradenton FL 34208

BUSINESS ORGANIZATION: Landmark Services of SW Florida Inc.

Contractor V means a contractor whose business is limited to the execution of contracts requiring the ability to fabricate, install, inspect, alter, repair and service the underground piping for a fire protection system using water as the extinguishing agent beginning at the point of service as defined in the act and ending no more than 1 foot above the finished floor.

Issue Date: 07/01/2024
Type: 09
Class: 14
County: Sarasota
License/Permit #: 095536-0001-2008
Expiration Date: 06/30/2026



Jimmy Patronis
Chief Financial Officer

Document showing qualifying agents for 2 consecutive years
since March, 2023



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

LANDMARK SERVICES, OF SOUTH WEST FLORIDA INC.

Filing Information

Document Number P08000087520
FE/EIN Number 20-4876483
Date Filed 05/15/2006
State FL
Status ACTIVE

Principal Address

1101 9th Ave East
Bradenton, FL 34208

Changed: 03/02/2016

Mailing Address

600 8th Ave W
Suite 400
Palmetto, FL 34221

Changed: 02/07/2025

Registered Agent Name & Address

ALBRECHT, MARK
1101 9th Ave East
Bradenton, FL 34208

Name Changed: 01/24/2008

Address Changed: 03/02/2016

Officer/Director Detail

Name & Address

Title PRES

CRIBE, RICK
1101 9TH AVE EAST
BRADENTON, FL 34208

Title VP

ALBRECHT, MARK
408 68TH AVE DR W
BRADENTON, FL 34207

Title CFO

Dec, Joseph B
600 8th Ave W
Suite 400
Palmetto, FL 34221

Annual Reports

Report Year	Filed Date
2023	02/13/2023
2024	02/22/2024
2025	02/07/2025

Document Images

02/07/2025 - ANNUAL REPORT	View image in PDF format
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01/20/2020 - ANNUAL REPORT	View image in PDF format
02/27/2019 - ANNUAL REPORT	View image in PDF format
01/02/2018 - ANNUAL REPORT	View image in PDF format
04/28/2017 - ANNUAL REPORT	View image in PDF format
03/07/2016 - ANNUAL REPORT	View image in PDF format
02/26/2015 - ANNUAL REPORT	View image in PDF format
02/05/2014 - ANNUAL REPORT	View image in PDF format
03/25/2013 - ANNUAL REPORT	View image in PDF format
04/25/2012 - ANNUAL REPORT	View image in PDF format
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03/03/2010 - ANNUAL REPORT	View image in PDF format
01/30/2009 - ANNUAL REPORT	View image in PDF format
02/19/2008 - ANNUAL REPORT	View image in PDF format
01/23/2008 - Res. Acct Change	View image in PDF format
04/18/2007 - ANNUAL REPORT	View image in PDF format
05/15/2006 - Domestic Proxy	View image in PDF format



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 15, 2026

LANDMARK SERVICES OF SWFL INC
1101 9TH AVE EAST
BRADENTON, FLORIDA 34208

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:

DRAINAGE, GRADING, GRASSING, SEEDING AND SODDING, SIDEWALK, Curb & Gutter, Driveways, Lift Station, Rip Rap, Retaining Wall, Tree Removal, Underground Utilities (Water & Sewer)

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2027**.

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification](https://fdotwp1.dot.state.fl.us/ContractorPreQualification)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
SUPERIOR ASPHALT, INC.

Filing Information

Document Number	P01000063325
FEI/EIN Number	65-1115948
Date Filed	06/26/2001
State	FL
Status	ACTIVE
Last Event	CORPORATE MERGER
Event Date Filed	01/26/2026
Event Effective Date	02/01/2026

Principal Address

4801 15TH STREET EAST
BRADENTON, FL 34203

Changed: 03/10/2020

Mailing Address

P.O. BOX 2489
ONECO, FL 34264

Changed: 01/29/2002

Registered Agent Name & Address

HILL, STEPHEN
4801 15TH STREET EAST
BRADENTON, FL 34203

Name Changed: 07/27/2023

Address Changed: 07/27/2023

Officer/Director Detail

Name & Address

Title Director, VP, Secretary

MacLean, Ken
4801 15TH STREET EAST
BRADENTON, FL 34203

Title Director, VP

Johnson, Harold
4801 15TH STREET EAST
BRADENTON, FL 34203

Title Director, VP, CFO, Treasurer

Wood, David
4801 15TH STREET EAST
BRADENTON, FL 34203

Title Authorized Representative

Teasdale, Dylan
4801 15TH STREET EAST
BRADENTON, FL 34203

Title Authorized Representative

Mulvey, Alan
4801 15TH STREET EAST
BRADENTON, FL 34203

Title Authorized Representative

Hill, Stephen
4801 15TH STREET EAST
BRADENTON, FL 34203

Title Authorized Representative

Hope, Brandon
4801 15TH STREET EAST
BRADENTON, FL 34203

Annual Reports

Report Year	Filed Date
2024	04/29/2024
2025	03/24/2025
2026	01/22/2026

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04/29/2024 -- ANNUAL REPORT	View image in PDF format
08/14/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
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02/07/2023 -- ANNUAL REPORT	View image in PDF format
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03/02/2015 -- ANNUAL REPORT	View image in PDF format
01/20/2014 -- ANNUAL REPORT	View image in PDF format
01/31/2013 -- ANNUAL REPORT	View image in PDF format
01/17/2012 -- ANNUAL REPORT	View image in PDF format
01/12/2011 -- ANNUAL REPORT	View image in PDF format
01/25/2010 -- ANNUAL REPORT	View image in PDF format
01/29/2009 -- ANNUAL REPORT	View image in PDF format
01/31/2008 -- ANNUAL REPORT	View image in PDF format
01/24/2007 -- ANNUAL REPORT	View image in PDF format
03/08/2006 -- ANNUAL REPORT	View image in PDF format
03/08/2005 -- ANNUAL REPORT	View image in PDF format
02/04/2004 -- ANNUAL REPORT	View image in PDF format
04/23/2003 -- ANNUAL REPORT	View image in PDF format
01/29/2002 -- ANNUAL REPORT	View image in PDF format
06/26/2001 -- Domestic Profit	View image in PDF format



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

April 24, 2026

ACME BARRICADES LC
9800 NORMANDY BLVD
JACKSONVILLE, FLORIDA 32221

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:

GUARDRAIL, PAVEMENT MARKING, ROADWAY SIGNING

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2027**.

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

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Sincerely,

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 21, 2026

MCSHEA CONTRACTING, LLC
508 OWEN AVE. NORTH
LEHIGH ACRES, FLORIDA 33971

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
PAVEMENT MARKING, ROADWAY SIGNING

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2027**.

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification](https://fdotwp1.dot.state.fl.us/ContractorPreQualification)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

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All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

Improve Safety, Enhance Mobility, Inspire Innovation

www.fdot.gov



Business Tax Receipt

MCSHEA CONTRACTING LLC
MCSHEA CONTRACTING LLC
508 OWEN AVE N
LEHIGH ACRES, FL 33971

Dear Business Owner:

Your **2025 - 2026** Lee County Business Tax Receipt is attached below for account number / receipt number: **1023828 / 1105384**

If there is a change in one of the following, refer to the instructions on the back of this receipt.

- Business name
- Ownership
- Physical location
- Business closed

This is not a bill. Detach the bottom portion and display in a public location.

I hope you have a successful year.

Sincerely,

A handwritten signature in black ink that reads "R. Noelle Branning".

Lee County Tax Collector

2025-2026
LEE COUNTY BUSINESS TAX RECEIPT

Account Number: 1023828
Receipt Number: 1105384
State License Number: PG10-00470

Location:
508 OWEN AVE N
LEHIGH ACRES, FL 33971

MCSHEA CONTRACTING LLC
MCWILLIAMS DANIEL S
508 OWEN AVE N
LEHIGH ACRES, FL 33971

Account Expires: September 30, 2026

May engage in the business of:

MISCELLANEOUS MAINTENANCE OR REPAIR

THIS BUSINESS TAX RECEIPT IS NON REGULATORY

Payment Information:

PAID INT-00-03623087 07/24/2025
\$ 75.00

CHANGES TO YOUR BUSINESS TAX ACCOUNT

Change of Business Name and/or Ownership:

- Submit a new Business Tax Application
- Submit other required documents, if applicable (e.g. Fictitious Name Registration, State or County License, etc.)
- Submit a Bill of Sale (if changing ownership)
- A 10% transfer fee applies to ownership changes
- The Lee County Property Appraiser's office should be notified of any change in the business name and/or ownership

Change of Location:

- Submit a new Business Tax Application
- Obtain zoning approval, or provide a copy of a city local business tax receipt, if relocating from:
 - Commercial to Commercial
 - Commercial to Residential
 - Residential to Commercial
- A 10% transfer fee applies to location changes
- The Lee County Property Appraiser's office should be notified of any change in business location

Tangible Taxes:

Tangible Personal Property Tax Returns must be filed with the Property Appraiser's office by April 1st of each year. Contact the Property Appraiser's office 239.533.6140.

Closing Your Business:

If you are closing or no longer in business, the owner/qualifier must do the following:

- Sign, date and submit the **Out of Business Affidavit** below
- File a **Tangible Disposition Letter** form with the Property Appraiser, www.leepa.org or call 239.533.6140 to avoid receiving future tangible tax notices

If you plan to liquidate your merchandise, contact our office at 239.533.6000 for instructions on obtaining a *Going Out of Business Permit*.

Information/Questions: call 239.533.6000 or visit our official website at www.leetc.com.

Out of Business Affidavit

Tangible Personal Property Account Number for the business: _____

The business named on the reverse side of this notice ceased operations and disposed of the assets by:

- ☐ Retention for personal use ☐ Scrapped, junked, or likewise disposed of, etc.
- ☐ Date Sold: _____ Purchase Price: _____

Account No: 1023828
Receipt No: 1105384

Complete the buyer information below:

Name: _____ Phone Number: _____

Address: _____

All of the tangible assets were ☐ were not ☐ sold to the purchaser.

Owner/Qualifier Name _____ Phone Number _____ Date Closed _____

Street or PO Box Number (your current mailing address) _____

City/State/Zip _____ Signature of Owner/Qualifier _____

Return this Out of Business Affidavit to: Lee County Tax Collector, PO Box 1549, Fort Myers, FL 33902-1549

**SEAPORT MANATEE
SOUTH DOCK ST.**

**BIDDER QUALIFICATIONS STATEMENT
ITB-20260127-5/RH-0-2026/JDG
DATE: 05/29/2026**

This Statement of Qualifications is offered by:

Business: Landmark Services of Southwest Florida, Inc.

By:  (typed or printed name of organization)

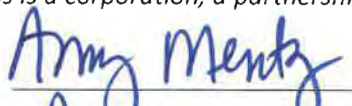
By:  (individual's signature)

Name: Rick Cripe
(typed or printed)

Title: President
(typed or printed)

Date: July 2, 2026
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:  (individual's signature)

Name: Amy Mentz (typed or printed)

Title: Operations Coordinator (typed or printed)

Address for giving notices:

1101 9th Ave. East Bradenton, FL 34208

Designated Representative:

Name: Rick Cripe
(typed or printed)

Title: President
(typed or printed)

Address: 1101 9th Ave. East Bradenton, FL 34208

Phone: (941) 358-8393

Email: rick.cripe@landmarksvcs.com

Schedule A—Current Projects

Name of Organization	Landmark Services of Southwest Florida, Inc.				
Project Owner	City of Palmetto		Project Name	Ward I, Phase III	
General Description of Project	Complete Roadway, Storm, and Utility Rehabilitation				
Project Cost	\$7,109,631.32		Date Project	October 29, 2024 to Present	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Ramon Marsal	Hector Moyer	Mark Albrecht	Mark Albrecht	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/ Position	Organization	Telephone	Email
Owner	Mohammed Rayan	Director of Public Works	City of Palmetto	(941) 723-4580	mrayan@palmettofl.org
Designer	Michael Ferdinand, PE	Engineer of Record	ZNS Engineering	(941) 748-8080	mikef@znseng.com
Construction Manager	Karen Wilson, PE	Asst. Vice President	ZNS Engineering	(941) 748-8080x149	karenw@znseng.com

Project Owner	Manatee County		Project Name	9th Ave. NW Roadway Improvements	
General Description of Project	Complete Roadway, Storm, and Utility Rehabilitation along with selective Milling & Replacement of Asphalt Pavement				
Project Cost	\$5,559,433.42		Date Project	March 25, 2026 to present	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Ramon Marsal	Rene Cruz	Mark Albrecht	Mark Albrecht	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/ Position	Organization	Telephone	Email
Owner	Steve Clark	Project Manager	Manatee County	Manatee County	steve.clark@mymanatee.org
Designer	Jordan Leep, PE	Engineer of Record	Kimley Horn	(941) 379-7600	jordan.leep@kimley-horn.com
Construction Manager	Steve Clark	Project Manager	Manatee County	(941) 708-7450x7326	steve.clark@mymanatee.org

Project Owner	Bartow Executive Airport Authority		Project Name	Airport Entrance Road Phase I	
General Description of Project	New Roadway and Storm Construction				
Project Cost	\$1,553,133.69		Date Project	April 5, 2026 to present	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Greg Kinder	Matt Faler	Mark Albrecht	Mark Albrecht	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/ Position	Organization	Telephone	Email
Owner	Terry Beacham	Director	Bartow Executive Airport	(863) 533-1195x2	terry@bartow-airport.com

SEAPORT MANATEE
SOUTH DOCK ST.

BIDDER QUALIFICATIONS STATEMENT

ITB-20260127-5/RH-0-2026/JDG

DATE 05/29/2026

Designer	Christopher Tutor, PE	Engineer of Record	Hanson Prof. Svc.	(720) 792-7015	ctutor@hanson-inc.com
Construction Manager	Alan Bennett	Senior Project Manager	Stellar Development	(941) 907-9577	alan@stellargc.com

**SEAPORT MANATEE
SOUTH DOCK ST.**

BIDDER QUALIFICATIONS STATEMENT
ITB-20260127-5/ RH-0-2026/ JDG
DATE 05/29/2026

Schedule B—Previous Experience with Similar Projects

Name of Organization	Landmark Services of Southwest Florida, Inc.				
Project Owner	Benderson Development		Project Name	Cooper Creek Blvd. Roundabout	
General Description of Project	New Roadway & Storm Construction				
Project Cost	\$987,183.84		Date Project	June 2021 to Nov. 2021	Project Status Complete
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager		Quality Control Manager
Name	Mark Albrecht	Matt Faler	Mark Albrecht		Mark Albrecht
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/ Position	Organization	Telephone	Email
Owner	Joe Styshur	Project Manager	Benderson Development	(941) 360-7217	josephstyshur@benderson.com
Designer	Clint Cuffle, PE	Engineer of Record	WRA Engineering	(813) 265-3130	ccuffle@wraengineering.com
Construction Manager	Mike Chorba	Project Manager	Benderson Development	(941) 360-7234	michaelchorba@benderson.com

Project Owner	City of Palmetto		Project Name	7th Street Expansion & Roundabout	
General Description of Project	New Roadway, Storm, & Utility Construction				
Project Cost	\$3,065,110.07		Date Project	Feb. 2023 to Dec. 2023	Project Status Complete
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager		Quality Control Manager
Name	John Cannon	Pat Wayland	Mark Albrecht		Mark Albrecht
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/ Position	Organization	Telephone	Email
Owner	Nixa Haisley	Procurement Manager	City of Palmetto	(941) 723-4570x7112	nhaisley@palmettofl.org
Designer	Nicole Lynn, PE	Engineer of Record	Ardurra	(813) 880-8881	nlynn@ardurra.com
Construction Manager	Vinny Galiano	Sr. Construction Mgr.	Ardurra	(813) 880-8881	vgaliano@ardurra.com

Project Owner	Gamble Creek, LLC		Project Name	Twin Rivers Phase 5, Subphases 2B, 3B, & FPC-02	
General Description of Project	New Roadway, Storm, & Utility Construction				
Project Cost	\$6,199,596.32		Date Project	Mar. 2022 to Nov. 2023	Project Status Complete
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager		Quality Control Manager
Name	John Cannon	Pat Wayland	Mark Albrecht		Mark Albrecht
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/ Position	Organization	Telephone	Email
Owner	Larry D'Urso	Project Manager	Countree Wide Realty	(941) 750-8027	larry@countreewiderealty.com

SEAPORT MANATEE
SOUTH DOCK ST.

BIDDER QUALIFICATIONS STATEMENT
ITB-20260127-5/ R-H-0-2026/ JDG
DATE: 05/29/2026

Designer	Michael Ferdinand, PE	Engineer of Record	ZNS Engineering	(941) 748-8080	mikef@znseng.com
Construction Manager	Jay D'Urso	Project Manager	Countree Wide Realty	(941) 737-7610	jay@countreewiderealty.com

Schedule B—Previous Experience with Similar Projects

Name of Organization	Landmark Services of Southwest Florida, Inc.				
Project Owner	MI Homes	Project Name	Riverside Preserve		
General Description of Project	New Roadway, Storm, & Utility Construction				
Project Cost	\$2,991,157.78	Date Project	Sep. 2021 to Sep. 2022	Project Status	Complete
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	John Cannon	Pat Wayland	Mark Albrecht	Mark Albrecht	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/ Position	Organization	Telephone	Email
Owner	Chris Kemper	Project Manager	MI Homes	(941) 993-6955	ckemper@mihomes.com
Designer	Michael Ferdinand, PE	Engineer of Record	ZNS Engineering	(941) 748-8080	mikef@znseng.com
Construction Manager	Chris Kemper	Project Manager	MI Homes	(941) 993-6955	ckemper@mihomes.com

Project Owner	Lennar Homes		Project Name	Prosperity Lakes 2B Blue Diamond & Merlot, & 4B	
General Description of Project	New Roadway, Storm, & Utility Construction				
Project Cost	\$3,282,232.26	Date Project	Sept. 2023 to July, 2025	Project Status	Complete
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Mark Albrecht	Matt Faler	Mark Albrecht	Mark Albrecht	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/ Position	Organization	Telephone	Email
Owner	Ben Gainer	Project Manager	Lennar Homes	(941) 574-5672	ben.gainer@lennar.com
Designer	Michael Ferdinand, PE	Engineer of Record	ZNS Engineering	(941) 748-8080	mikef@znseng.com
Construction Manager	Ben Gainer	Project Manager	Lennar Homes	(941) 574-5672	ben.gainer@lennar.com

Project Owner	Lennar Homes		Project Name	Prosperity Lakes 3B & 5B	
General Description of Project	New Roadway, Storm, & Utility Construction				
Project Cost	\$7,967,600.64	Date Project	Dec. 2023 to Oct. 2025	Project Status	Complete
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Mark Albrecht	Matt Faler	Mark Albrecht	Mark Albrecht	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/ Position	Organization	Telephone	Email
Owner	Ben Gainer	Project Manager	Lennar Homes	(813) 574-5672	ben.gainer@lennar.com

**SEAPORT MANATEE
SOUTH DOCK ST.**

BIDDER QUALIFICATIONS STATEMENT

ITB-20260127-5/RH-0-2026/JDG

DATE: 05/29/2026

Designer	Michael Ferdinand, PE	Engineer of Record	ZNS Engineering	(941) 748-8080	mikef@znseng.com
Construction Manager	Ben Gainer	Project Manager	Lennar Homes	(813) 574-5672	ben.gainer@lennar.com

Schedule C—Key Individuals

Project Manager			
Name of individual		Joseph Martin	
Years of experience as project manager		30	
Years of experience with this organization		1	
Number of similar projects as project manager		25	
Number of similar projects in other positions		25	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Siesta Promenade		20	Q2-2027
UTC Mall		20	Q4-2026
Grishonie		20	Q2-2027
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Joe Satyshur	Name	Dan Terrapin
Title/Position	Senior Project Manager	Title/Position	Senior Project Manager
Organization	Benderson Development	Organization	Path Construction
Telephone	(941) 228-4831	Telephone	(813) 240-1276
Email	josephsatyshur@benerson.com	Email	dterrapin@pathcc.com
Project	Siesta Promenade	Project	Echo Suites Venice
Candidate's role on project	Lead Project Manager	Candidate's role on project	Lead Project Manager
Project Superintendent			
Name of individual		Jeremy Jetton	
Years of experience as project superintendent		26	
Years of experience with this organization		1	
Number of similar projects as project superintendent		15	
Number of similar projects in other positions		15	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Aceros Port Manatee - Site Work/Utilities/Concrete Paving		20	October 31, 2026
Honeywell - PDU Plant - Utilities/Site Work/Concrete Paving		20	August 31, 2026
Honeywell Parking Lot Expansion		10	October 31, 2026
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Dennis Marcus	Name	William (Bill) Bach
Title/Position	Superintendent	Title/Position	Superintendent
Organization	J. Davis Inc.	Organization	Schmid Construction
Telephone	(864) 784-4029	Telephone	(689) 688-4517
Email	dmarcus@jdavisgc.com	Email	billb@schmidconstruction.com
Project	Oconee County Fire Department	Project	Honeywell - PDU Plant
Candidate's role on project	Superintendent/Project Manager	Candidate's role on project	Superintendent

Safety Manager			
Name of individual		Joseph Martin	
Years of experience as project manager		30	
Years of experience with this organization		1	
Number of similar projects as project manager		25	
Number of similar projects in other positions		25	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Siesta Promenade		20	Q2-2027
UTC Mall		20	Q4-2026
Gershonie		20	Q4-2027
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Joe Satyshur	Name	Dan Terrapin
Title/Position	Senior Project Manager	Title/Position	Senior Project Manager
Organization	Benderson Development	Organization	Path Construction
Telephone	(941) 228-4831	Telephone	(813) 240-1276
Email	josephsatyshur@benerson.com	Email	dterrapin@pathcc.com
Project	Siesta Promenade	Project	Honeywell - PDU Plant
Candidate's role on project	Lead Project Manager	Candidate's role on project	Lead Project Manager
Quality Control Manager			
Name of individual		Mark Albrecht	
Years of experience as project superintendent		30	
Years of experience with this organization		20	
Number of similar projects as project superintendent		500	
Number of similar projects in other positions		350	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
ALL PROJECTS. Currently 17 projects being constructed that he visits appropriately to maintain Quality Control.		50	Various
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Terry Yensen	Name	James Wood
Title/Position	Vice President of Construction	Title/Position	Maintenance Supervisor
Organization	Benderson Development	Organization	Pierce Manufacturing
Telephone	(941) 400-5017	Telephone	(941) 807-2610
Email	terryyensen@benderson.com	Email	jwood@piercemfg.com
Project	Cooper Creek Roundabout	Project	Infrastructure Improvements
Candidate's role on project	Vice President of Operations	Candidate's role on project	Vice President of Operations

Schedule D – List of Major Equipment						
Condition	Acquired Value	Available for this Project?	Project Name	Owner's Contact Person	Item	Purchase Date
See attached equipment documentation				Name: Address: Telephone:		
				Name: Address: Telephone:		
				Name: Address: Telephone:		
				Name: Address: Telephone:		

T#s	Year	Make	Model	Description	Vin	Plate #	Exp Date	MILEAGE
T01								
T02	2004	FORD	F650		3FRNF65E54V684622	12CFMS	12/31/2025	21711
T03								
T05	2013	Chevrolet	Silverado	4 door 2500	1GC1KVC7DF191293	65BBD2	12/31/2025	231747
T06								
T11	2003	GMC	3500	utility bed	1GDJC34103E253807	CLLM80	12/31/2023	
T12	2014	Chevrolet	SILVERADO K1500	crew cab 4x4	1GCVKREC2EZ203725	GMUR29	12/31/2025	
T13								
T14	2005	Brewer	Flatbed	Black Trailer	4EDUS162X5T001418	23CEGV	6/30/2025	
T15	2006	LARK	CARGO TRAILER 542RIS		5RTBE14226000903	542RIS	6/30/2024	
T16	2012	FREEDOM	CARGO TRAILER		5KKBE1621C1015995	1ZGC78	6/30/2024	
T17	2004	DRGG	POWER TROWEL TRAILER		10400601207043245	24CEGV	6/30/2024	
T18	2000	STAR LITE	TRAILER	Gooseneck flatbed trailer	13YFS2726YC078573	JTIR53	6/30/2024	
T19	2006	LOTR	18ft LOTR Trailer S# 015309		4ZECF202561015309	N2PX42	6/30/2025	
T20	2006	CAROLINA	663 ^{exp} TRASPORT TRAILER CAROLINA		1C9DK502061803446	663QXP	6/30/2024	
T21			16ftx8ft trailer no plate do91091 stock number OUT-OF-SERV					
T24			8FT TRAILER NO TAG PUMP TRAILER					
T25			LANDMARK CONCRETE TRAILER NO TAG					
T26	2011	Dodge	RAM 2500	SINGLE CAB PICKUP	3D7LT2ET1BG507609	GVI44	12/31/2025	204501
T27	2017	CATERPILLAR	660	DUMP TRUCK	3HTJGKT8HN466984	P8698H	12/31/2023	
T28	2016	GMC	SIERRA -ONLY 11-21-16		1GT12REGXGF250068	HHZM63	12/31/2025	228550
T29	2016	GMC	SIERRA -ONLY 11-21-16		1GT12RE82GF274583	GVIW74	12/31/2025	212981
T30								
T32								
T33	2005	PACE AMERICAN	CARGO TRAILER		4FPFB10135G093527	JTIR52	6/30/2024	
T34								
T35	2000	FONTAINE	554-NGB	LOW BOY 55TON	4LF4S5031Y3509291	2059CT	NO EXP	
T36								
T37	2017	GMC	SIERRA		1GD42VCG8HF175084	JPKD30	12/31/2025	96856
T38	2018	GMC	Sierra K3500		1GD42VCG8JF212821	JWMH01	12/31/2025	125395
T39	2015	FORD	F550 SD	Reg Cab service Body	1FDUF5HT3FEB71389	KAP271	12/31/2025	
T40								
T41	2018	GMC	SIERRA		1GT22REG9JZ349555	KEPZ59	12/31/2025	116635
T42	2019	GMC	SIERRA		2GT22NEGXK1146936	KYDA07	12/31/2025	126489
T43	1988	Benson	Trailer		1NUDT28L3JMAS0345	1Q88FL	6/6/2024	
T48	2021	GMC	Sierra K2500 HD	Crew Cab, AT4	1GT49PEY9MF139707	QGVF50	12/31/2025	89704
T50								
T51	2022	Ford	Ford F350 SD XL	White Truck	1FT8X3B68NEC69844	28AVKH	12/31/2025	81462
T52	2022	Ford	Ford F350 SD XL	White Truck	1FT8X3B68NEC69845	24AVKH	12/31/2025	121009
T53	2022	Craft	Craft Cargo Trailer White		4D7EB162XNA046637	PLEV39	8/30/2024	

T54	2022	Craft	Craft Cargo Trailer White		4D6EB1428NA046638	PLEV34	6/30/2025	
T55	2021	GMC	Sierra K2500 SLE		1GT59ME76MF306227	03AVJT	12/31/2025	84562
T56	2012	Ford	F450 White		1FD0W4HT4CEA26320	03BATT	12/31/2025	137410
T57	2022	GMC	Sierra K1500		1GTR9BEDXNZ103577	398GCU	12/31/2025	117230
T58	2022	Chevy	Silverado K2500		1GC4YLEY7NF187333	63BJKN	12/31/2025	154619
T59	2004	Monw Trailer	Monw Trailer		1M9SD28244S567186	CD9835	6/30/2024	
T60	1995	Kenworth	W900	Semi Tractor	1XKWDB9X1SJ637152	CG2877	12/31/2025	96713
T61								
T62	2014	Peterbuilt	337	VOC Truck	2NP2HJ7X4EM240326	P38804	12/31/2025	243716
T63	2006	Sterling	L9500	Dump Truck	2FZHAZCV06AV12126	P6082G	12/31/2025	
T64	2023	GMC	Sierra K1500		3GTUUCE85PG104768	AZ90JB	12/31/2025	77898
T65								
T66	2023	GMC	Sierra 1500		1GTPUAEXKPZ164509	AZ85JB	12/31/2025	39646
T67	2023	GMC	Sierra 2500 HD		1GD19LEY2PF224741	BW68VK	12/31/2025	47922
T68	2023	GMC	Sierra 2500 HD		1GD19LEY1PF224889	BW08SL	12/31/2025	21954
T69	2023	GMC	Canyon	Pickup	1GTP5BEK8P1123555	BW89VK	6/30/2024	
T70	2004	Wells	Trailer	LUBE TRAILER	1W4200F2641108987	810XFT	12/31/2025	
T71	2023	Nissan	Frontier		1N6ED1EK6PN645546	22DM8Q	6/30/2025	36455
T72	2023	Norstar	Norstar		3EUDB1423P1021811	52EYXJ		
T73	2019	Felling	XF-100-3-HDG Lowboy		5FTSL6238K1004441	QB95DW	PERMANENT	
T74	2024	GMC	Sierra 2500		1GT49LEY8RF310074	Z93BKF	12/31/2025	24780
T75	2023	Texas Brag		Trailer	17XFF2220R1239010	RRNX61		
T76	2024	Ford	F250	Platinum	1FT8W2BT6REC36737			
T77	2024	Toyota	4 Runner		STELUSJR4R6225720	RARJ98		
T78	2024	GMC	Sierra 2500HD	Crew Cab	1GD19LE70RF313749	RARC51	12/31/2025	14829
T79	2024	GMC	Sierra 2500HD	Crew Cab	1GD19LE71RD313727	RARC61	12/31/2025	13871
T80	2024	GMC	Sierra 2500HD		1GD19LE74RF313611	RARC16	12/31/2025	27813
T81	2024	peterbuilt	2025 peterbuilt semi 589		1XPEP4EX0SD728197	350VWL	31-Dec	27086
T82	2024	GMC	Canyon	Crew Cab	1GTP6BEK6R1296412	RTMB26	6/30/2025	8707
T83	2024	GMC	Sierra 1500	Crew Cab	1GTUUAED1RZ258897	RXNM44	12/31/2025	24150
T84	2025	GMC	Sierra 1500	Crew Cab	1GTRUAE3SZ172163	144VJ38	12/25/2025	8026
T85	2020	FORD	F550 SD 4x4	Ext. Cab	1FD0X5HT3LEE12326	KC254V	12/31/2025	70558
E02		John Deere	650J	BULLDOZER, LGP	JX128178			
E03								
E04		Komatsu	WA270-7	Wheel LOADER	A27038			
E05		John Deere	570	Motor-Grader	DW570BX513959			
E07								
E09				SKID STEER JIBB				
E14								
E16		TERRAMITE	TSS38	HYD BROOM, TRICYCLE	25TS0303			

E20		TAKEUCHI	TB260	MINI EXCAVATOR	126101109			
E21		Komatsu	WA270	Wheel LOADER	A27512			
E26								
E27								
E31		BOBCAT	E50	MINI-Excavator	AJ1812970			
E33		VIRNING	IRC72-25	Rotary Cutter				
E35		MULTIQUIP	HHXDF5	RIDE ON TROWEL	PH0209632			
E36		MULTIQUIP		RIDE ON TPOWER	HTN27KCSL			
E38		SOFF-CUT	GS-1000	Walk behind saw	709			
E39		Superior?	PT80	SUPER BROOM PT 80-J	806426			
E40								
E41		Volvo	SD 75 B	Single drum roller, Compaction	VCESD75BH05241166			
E44				2010 Miller Welder	MA290009H			
E49		John Deere	764	High Speed Dozer	IT00764XJA0183794			
E50		Komatsu	WA380	Wheel Loader	A74042			
E55								
E57		Komatsu	WA270-7	Wheel Loader	81122			
E58		HAMM	H11-IX	Single drum roller, Compaction	H2100679			
E59				GPS Top Con	112224822-233130			
E60		VOLVO	ECR305CL	Excavator	A00110523			
E61		John Deere	50G	Mini EX	1FF050GXCLH292376			
E64		Volvo	235C	Excavator	J00110524			
E66	2021	Komatsu	WA270-8	Wheel Loader	A084950			
E69				7420 EMS Locator				
E71		Komatsu	PC490LC-11	Excavator	A41397			
E73				Top Con Rover				
E74		Terex	RL4000	Light Tower	RL410-3196			
E75		Terex	RL4000	Light Tower	RL410-3177			
E76	2018	Caterpillar	730	30 Ton Artic Truck	3T300402			
E77		Komatsu	HM300-5	30 Ton Artic Truck	10015			
E78		Air Burner	T300	Large Turf Burner	T30 FDN20944			
E79		Komatsu	PC210LC-11	Excavator	A12991			
E80		Komatsu	PC240 LC-11	Excavator	95508			
E81	2017	Caterpillar	336F L	EXCAVATOR	SSN20035			
E82		John Deere	450K	CRAWLER DOZER, LGP	NF424995			
E83	2022	Caterpillar	D1	CRAWLER DOZER, LGP	XKL00708			
E84		John Deere	331G	JD 331G Compact Loader	1T0331GMJPF440651			
E85	2019	Caterpillar	D6K2	Dozer Straight blade, LGP	EL703145			
E86		Komatsu	PC88-MR011	EXCAVATOR	C40056			
E87	2018	Caterpillar	730	30 Ton Artic Truck	3T300398			
E88	2000	Bros	LSPRM-8A	Soil Stabilizer	4261			
E89	2023	John Deere	331G	331 Compact Truck Loader	1T0331GKEPF449678			
E90	2023	John Deere	331G	331 Compact Truck Loader	1T0331GKEPF449679			
E91	2022	John Deere	60G	Compact Excavator	1FF060GXENJ295983			
E92	2022	John Deere	60G	Compact Excavator	1FF060GXCNJ296360			
E93		Komatsu	WA270-8	Wheel Loader	85234			
E94	2018	Bobcat	76	Attachment, Tiller	05510611			

E95	2017	BOBCAT	E85	Midl Excavator	B34T14115			
E96	2023	Komatsu	PC360LC-11	Excavator	A39409			
E97	2005	Metso	LT1213S	Crusher, Tracked	20360271			
E98		Benford Terex	6000PSR	Concrete Buggy	SLBDDN00EX11HG255			
E99	1995	Benford Terex	6000APN	Concrete Buggy	SLB6000PESO9AH533			
E100	2016	John Deere	5065E	H240 TRACTOR	1PY5065EEFY110412			
E101	2019	Caterpillar	D6N	DOZER	SGG01106			
E102	2023	Caterpillar	D3	DOZER, LGP	XKY05348			
E102A				GPS FOR E102	106376-13			
E103	2013	Komatsu	FG30HT	Warehouse FORKLIFT	A231422			
E104	2013	NEW HOLLAND	9T 560	Farm Tractor	ZDF218325			
E105		Komatsu	PC290	EXCAVATOR	A28591			
E106		Hitachi	ZW150	Wheel Loader	RYUPTC60PH8505690			
E107		Hitachi	ZW150-6	Wheel Loader	RYUPTC60KH8505691			
E108		Hitachi	ZW 180	Wheel Loader	RYUPD860KH8405780			
E109		Hitachi	490	EXCAVATOR	HCMJAG61T00061702			
E110		Reynolds		17YRD REYNOLDS SCAPER	2671471			
E111	2024	Dynapac	CP1200	TRAFFIC	10000510VAB006834			
E112	2024	Dynapac	CA1300	54" ROLLER	10000159PMA032903			
E113	2024	John Deere	331G	SKID LOADER	IT0331GKARF466821			
E114	2024	Caterpillar	255	Skid Steer	FL701539			
E115	2024	Caterpillar	255	SKID STEER	FL702041			
E116	2016	POWER SCREEN		Warrior 1800	PID00123KGG72638			
E117		Komatsu	WA320-8	Wheel Loader	87399			
E118		John Deere	1812C	JOHN DEERE 18YRD SCAPPER	T818120001160			
E119		John Deere	1812C	JOHN DEERE 18YRD SCRAPER	T818120001177			
E120		John Deere	650P	CRAWLER DOZER, LGP	PLX03570			
E121	2024	Laymor	SM300	HYD BROOM, TRICYCLE	41929			
E122	2024	Laymor	SM300	HYD BROOM, TRICYCLE	52542			
E123	2024	Laymor	SM300	HYD BROOM, TRICYCLE	41360			
E124	2024	John Deere	331G	Compact Track Loader	RF465996			
E125	2024	John Deere	60P	Compact Excavator	PJ000705			
E126	2014	Case	Steiger 500S	Farm Tractor	ZEF300616			
E127	1998	DAEWOO	G25S	PNEUMATIC TIRE FORKLIFT	G12-03560			

Business Officers or Partners Individual Construction Experience:

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and Type of Work	In what Capacity?
Rick Cripe	President	30	Heavy Concrete & Civil Construction	Operator to Owner
John Cannon	Vice President	45	Heavy Concrete & Civil Construction	From Foreman to Owner
Mark Albrecht	Vice President	30	Heavy Concrete & Civil Construction	From Foreman to Owner
Peter Jones	Chief Operations Officer	30	Heavy Concrete & Civil Construction	From Laborer to Chief Operations Officer

- 8.03 List all projects currently under contract in Schedule A and provide indicated information.
- 8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.
- 8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.
- 8.06 List 3 business references from an Engineering or Surveying firm and 2 business references from other project Owners. Each reference must include the following information: the Firm/ Company Name, Firm/ Company Address, Firm/ Company Contact Person, and Firm/ Company Telephone Number.
- 8.07 List bidder, subcontractors and suppliers to be used for the portions of the Work listed below. **If self-performing, so list.** If a professional engineer or surveyor is to be used, then their professional license from the State of Florida must be attached.

Service	Contractor / Subcontractor / Supplier Name	Contractor / Subcontractor / Supplier Address	Contractor / Subcontractor / Supplier License Number
Asphalt & Milling	Superior Asphalt	4801 15th St. E Bradenton, FL 34203	Doc. Number P01000063325 from Sunbiz.org & attached FDOT Pre-Qualification
Professional Surveyor	Park Coastal Surveying, LLC	3820 36th Ave. E Palmetto, FL 34221	LB7915 LS6731

Service	Contractor / Subcontractor / Supplier Name	Contractor / Subcontractor / Supplier Address	Contractor / Subcontractor / Supplier License Number
Signage & Striping	McShea Contracting	508 Owen Ave. North Lehigh Acres, FL 33791	PG10-00470 & FDOT PreQual
Maintenance Of Traffic	ACME Barricades	9800 Normandy Blvd. Jacksonville, FL 32221	Doc. Number L98000002616 from Sunbiz.org & SL3657601
Concrete	Curb Systems of SW FL	10964 K Nine Dr. Bonita Springs, FL 34135	CBC1262514
Storm	Self Perform Landmarks Services of SW LF Inc.	1101 9th Ave. East Bradenton, FL 34208	CGC1509371 CUC1124453
Site Work	Self Perform Landmarks Services of SW LF Inc.	1101 9th Ave. East Bradenton, FL 34208	CGC1509371 CUC1124453
Dewatering	Self Perform Landmarks Services of SW LF Inc.	1101 9th Ave. East Bradenton, FL 34208	CGC1509371 CUC1124453

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Diverse Business Certifications if required by Paragraph 3.01.
- C. Certification of Business's safety performance if required by Paragraph 4.02.
- D. Attachments providing additional information as required by Paragraph 4.04.
- E. Attachments providing additional information as required by Paragraph 4.05.
- F. Attachments providing additional information as required by Paragraph 4.06.
- G. Financial statements as required by Paragraph 5.01.
- H. Attachments providing additional information as required by Paragraph 8.02.
- I. Schedule A (Current Projects) as required by Paragraph 8.03.
- J. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
- K. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
- L. Schedule D (Equipment) as required by Paragraph 4.07.

01144194-1 EJDC C-451, Qualifications Statement.

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**SEAPORT MANATEE
SOUTH DOCK ST.**

**BIDDER QUALIFICATIONS STATEMENT
ITB-20260127-5/RH-0-2026/JDG
DATE: 05/29/2026**

M. Additional items as pertinent.

9.02 Optional Attachments

A. Schedule E Preference with Drug-Free Workplace Programs under section 287.078, Fla. Stat.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
SUPERIOR ASPHALT, INC.

Filing Information

Document Number	P01000063325
FEI/EIN Number	65-1115948
Date Filed	06/26/2001
State	FL
Status	ACTIVE
Last Event	CORPORATE MERGER
Event Date Filed	01/26/2026
Event Effective Date	02/01/2026

Principal Address

4801 15TH STREET EAST
BRADENTON, FL 34203

Changed: 03/10/2020

Mailing Address

P.O. BOX 2489
ONECO, FL 34264

Changed: 01/29/2002

Registered Agent Name & Address

HILL, STEPHEN
4801 15TH STREET EAST
BRADENTON, FL 34203

Name Changed: 07/27/2023

Address Changed: 07/27/2023

Officer/Director Detail

Name & Address

Title Director, VP, Secretary

MacLean, Ken
4801 15TH STREET EAST
BRADENTON, FL 34203

Title Director, VP

Johnson, Harold
4801 15TH STREET EAST
BRADENTON, FL 34203

Title Director, VP, CFO, Treasurer

Wood, David
4801 15TH STREET EAST
BRADENTON, FL 34203

Title Authorized Representative

Teasdale, Dylan
4801 15TH STREET EAST
BRADENTON, FL 34203

Title Authorized Representative

Mulvey, Alan
4801 15TH STREET EAST
BRADENTON, FL 34203

Title Authorized Representative

Hill, Stephen
4801 15TH STREET EAST
BRADENTON, FL 34203

Title Authorized Representative

Hope, Brandon
4801 15TH STREET EAST
BRADENTON, FL 34203

Annual Reports

Report Year	Filed Date
2024	04/29/2024
2025	03/24/2025
2026	01/22/2026

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04/29/2024 -- ANNUAL REPORT	View image in PDF format
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01/29/2002 -- ANNUAL REPORT	View image in PDF format
06/26/2001 -- Domestic Profit	View image in PDF format



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

April 24, 2026

ACME BARRICADES LC
9800 NORMANDY BLVD
JACKSONVILLE, FLORIDA 32221

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:

GUARDRAIL, PAVEMENT MARKING, ROADWAY SIGNING

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2027**.

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification](https://fdotwp1.dot.state.fl.us/ContractorPreQualification)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 21, 2026

MCSHEA CONTRACTING, LLC
508 OWEN AVE. NORTH
LEHIGH ACRES, FLORIDA 33971

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
PAVEMENT MARKING, ROADWAY SIGNING

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2027**.

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

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All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

Improve Safety, Enhance Mobility, Inspire Innovation

www.fdot.gov



Business Tax Receipt

MCSHEA CONTRACTING LLC
MCSHEA CONTRACTING LLC
508 OWEN AVE N
LEHIGH ACRES, FL 33971

Dear Business Owner:

Your **2025 - 2026** Lee County Business Tax Receipt is attached below for account number / receipt number: **1023828 / 1105384**

If there is a change in one of the following, refer to the instructions on the back of this receipt.

- Business name
- Ownership
- Physical location
- Business closed

This is not a bill. Detach the bottom portion and display in a public location.

I hope you have a successful year.

Sincerely,

A handwritten signature in black ink that reads "R. Noelle Branning".

Lee County Tax Collector

2025-2026 LEE COUNTY BUSINESS TAX RECEIPT

Account Number: 1023828
Receipt Number: 1105384
State License Number: PG10-00470

Location:
508 OWEN AVE N
LEHIGH ACRES, FL 33971

MCSHEA CONTRACTING LLC
MCWILLIAMS DANIEL S
508 OWEN AVE N
LEHIGH ACRES, FL 33971

Account Expires: September 30, 2026

May engage in the business of:

MISCELLANEOUS MAINTENANCE OR REPAIR

THIS BUSINESS TAX RECEIPT IS NON REGULATORY

Payment Information:

PAID INT-00-03623087 07/24/2025
\$ 75.00

CHANGES TO YOUR BUSINESS TAX ACCOUNT

Change of Business Name and/or Ownership:

- Submit a new Business Tax Application
- Submit other required documents, if applicable (e.g. Fictitious Name Registration, State or County License, etc.)
- Submit a Bill of Sale (if changing ownership)
- A 10% transfer fee applies to ownership changes
- The Lee County Property Appraiser's office should be notified of any change in the business name and/or ownership

Change of Location:

- Submit a new Business Tax Application
- Obtain zoning approval, or provide a copy of a city local business tax receipt, if relocating from:
 - Commercial to Commercial
 - Commercial to Residential
 - Residential to Commercial
- A 10% transfer fee applies to location changes
- The Lee County Property Appraiser's office should be notified of any change in business location

Tangible Taxes:

Tangible Personal Property Tax Returns must be filed with the Property Appraiser's office by April 1st of each year. Contact the Property Appraiser's office 239.533.6140.

Closing Your Business:

If you are closing or no longer in business, the owner/qualifier must do the following:

- Sign, date and submit the **Out of Business Affidavit** below
- File a **Tangible Disposition Letter** form with the Property Appraiser, www.leepa.org or call 239.533.6140 to avoid receiving future tangible tax notices

If you plan to liquidate your merchandise, contact our office at 239.533.6000 for instructions on obtaining a *Going Out of Business Permit*.

Information/Questions: call 239.533.6000 or visit our official website at www.leetc.com.

Out of Business Affidavit

Tangible Personal Property Account Number for the business: _____

The business named on the reverse side of this notice ceased operations and disposed of the assets by:

- ☐ Retention for personal use ☐ Scrapped, junked, or likewise disposed of, etc.
- ☐ Date Sold: _____ Purchase Price: _____

Account No: 1023828
Receipt No: 1105384

Complete the buyer information below:

Name: _____ Phone Number: _____

Address: _____

All of the tangible assets were ☐ were not ☐ sold to the purchaser.

Owner/Qualifier Name _____ Phone Number _____ Date Closed _____

Street or PO Box Number (your current mailing address) _____

City/State/Zip _____ Signature of Owner/Qualifier _____

Return this Out of Business Affidavit to: Lee County Tax Collector, PO Box 1549, Fort Myers, FL 33902-1549

Business Officers or Partners Individual Construction Experience:

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and Type of Work	In what Capacity?
Rick Cripe	President	30	Heavy Concrete & Civil Construction	Operator to Owner
John Cannon	Vice President	45	Heavy Concrete & Civil Construction	From Foreman to Owner
Mark Albrecht	Vice President	30	Heavy Concrete & Civil Construction	From Foreman to Owner
Peter Jones	Chief Operations Officer	30	Heavy Concrete & Civil Construction	From Laborer to Chief Operations Officer

- 8.03 List all projects currently under contract in Schedule A and provide indicated information.
- 8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.
- 8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.
- 8.06 List 3 business references from an Engineering or Surveying firm and 2 business references from other project Owners. Each reference must include the following information: the Firm/ Company Name, Firm/ Company Address, Firm/ Company Contact Person, and Firm/ Company Telephone Number.
- 8.07 List bidder, subcontractors and suppliers to be used for the portions of the Work listed below. **If self-performing, so list.** If a professional engineer or surveyor is to be used, then their professional license from the State of Florida must be attached.

Service	Contractor / Subcontractor / Supplier Name	Contractor / Subcontractor / Supplier Address	Contractor / Subcontractor / Supplier License Number
Asphalt & Milling	Superior Asphalt	4801 15th St. E Bradenton, FL 34203	Doc. Number P01000063325 from Sunbiz.org & attached FDOT Pre-Qualification
Professional Surveyor	Park Coastal Surveying, LLC	3820 36th Ave. E Palmetto, FL 34221	LB7915 LS6731

Service	Contractor / Subcontractor / Supplier Name	Contractor / Subcontractor / Supplier Address	Contractor / Subcontractor / Supplier License Number
Signage & Striping	McShea Contracting	508 Owen Ave. North Lehigh Acres, FL 33791	PG10-00470 & FDOT PreQual
Maintenance Of Traffic	ACME Barricades	9800 Normandy Blvd. Jacksonville, FL 32221	Doc. Number L98000002616 from Sunbiz.org & SL3657601
Concrete	Curb Systems of SW FL	10964 K Nine Dr. Bonita Springs, FL 34135	CBC1262514
Storm	Self Perform Landmarks Services of SW LF Inc.	1101 9th Ave. East Bradenton, FL 34208	CGC1509371 CUC1124453
Site Work	Self Perform Landmarks Services of SW LF Inc.	1101 9th Ave. East Bradenton, FL 34208	CGC1509371 CUC1124453
Dewatering	Self Perform Landmarks Services of SW LF Inc.	1101 9th Ave. East Bradenton, FL 34208	CGC1509371 CUC1124453

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Diverse Business Certifications if required by Paragraph 3.01.
- C. Certification of Business's safety performance if required by Paragraph 4.02.
- D. Attachments providing additional information as required by Paragraph 4.04.
- E. Attachments providing additional information as required by Paragraph 4.05.
- F. Attachments providing additional information as required by Paragraph 4.06.
- G. Financial statements as required by Paragraph 5.01.
- H. Attachments providing additional information as required by Paragraph 8.02.
- I. Schedule A (Current Projects) as required by Paragraph 8.03.
- J. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
- K. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
- L. Schedule D (Equipment) as required by Paragraph 4.07.

01144194-1 EJDC C-451, Qualifications Statement.

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**SEAPORT MANATEE
SOUTH DOCK ST.**

**BIDDER QUALIFICATIONS STATEMENT
ITB-20260127-5/RH-0-2026/JDG
DATE: 05/29/2026**

M. Additional items as pertinent.

9.02 Optional Attachments

A. Schedule E Preference with Drug-Free Workplace Programs under section 287.078, Fla. Stat.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CRIFE, RICK A.
LANDMARK SERVICES OF SOUTH WEST FLORIDA INC
1101 9TH AVE EAST
BRADENTON FL 34208

LICENSE NUMBER: CGC1509371

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/19/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ALBRECHT, MARK DAVID
LANDMARK SERVICES OF SOUTH WEST FLORIDA INC
1101 9TH AVE E
BRADENTON FL 34208

LICENSE NUMBER: CUC1224453

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)

ISSUED: 07/12/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS &
PROFESSIONAL REGULATION



Department of Business
& Professional Regulation

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LICENSEE DETAILS

9:22:51 AM 11/21/2024

Licensee Information

Name: **CRIFE, RICK A. (Primary Name)**
LANDMARK SERVICES OF SOUTH WEST FLORIDA INC (DBA Name)
Main Address: **1101 9TH AVE EAST**
BRADENTON Florida 34208
County: **MANATEE**

License Information

License Type: **Certified General Contractor**
Rank: **Cert General**
License Number: **CGC1509371**
Status: **Current, Active**
Licensure Date: **07/12/2005**
Expires: **08/31/2026**

Special Qualifications

Qualification Effective

Construction Business **07/12/2005**

Alternate Names

[View Related License Information](#)

[View License Complaint](#)

2801 Blair Stone Road, Tallahassee FL 32315 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. Pursuant to Section 458.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The email provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our Chapter 455 page to determine if you are affected by this change.

Jimmy Patronis
CHIEF FINANCIAL OFFICER
JoAnne Rice
DIVISION DIRECTOR



Bruce Gillingham
BUREAU CHIEF
Ronald Dillworth
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL
200 EAST GAINES STREET - Tallahassee, Florida 32399-0342
Tel. 904-413-3644

CERTIFICATE OF COMPETENCY
OFFICIAL COPY

THIS CERTIFIES THAT: Mark D Albrecht
1101 9th Ave East
Bradenton FL 34208

BUSINESS ORGANIZATION: Landmark Services of SW Florida Inc.

Contractor V means a contractor whose business is limited to the execution of contracts requiring the ability to fabricate, install, inspect, alter, repair and service the underground piping for a fire protection system using water as the extinguishing agent beginning at the point of service as defined in the act and ending no more than 1 foot above the finished floor.

Issue Date: 07/01/2024
Type: 09
Class: 14
County: Sarasota
License/Permit #: 095536-0001-2008
Expiration Date: 06/30/2026




Chief Financial Officer

Document showing qualifying agents for 2 consecutive years
since March, 2023



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Detail by Entity Name

Florida Profit Corporation

LANDMARK SERVICES, OF SOUTH WEST FLORIDA INC.

Filing Information

Document Number P08000087520

FE/EIN Number 20-4876483

Date Filed 05/15/2006

State FL

Status ACTIVE

Principal Address

1101 9th Ave East
Bradenton, FL 34208

Changed: 03/02/2016

Mailing Address

600 8th Ave W
Suite 400
Palmetto, FL 34221

Changed: 02/07/2025

Registered Agent Name & Address

ALBRECHT, MARK
1101 9th Ave East
Bradenton, FL 34208

Name Changed: 01/24/2008

Address Changed: 03/02/2016

Officer/Director Detail

Name & Address

Title PRES

CRIFE, RICK
1101 9TH AVE EAST
BRADENTON, FL 34208

Title VP

ALBRECHT, MARK
408 68TH AVE DR W
BRADENTON, FL 34207

Title CFO

Dec, Joseph B
600 8th Ave W
Suite 400
Palmetto, FL 34221

Annual Reports

Report Year	Filed Date
2023	02/13/2023
2024	02/22/2024
2025	02/07/2025

Document Images

02/07/2025 - ANNUAL REPORT	View image in PDF format
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01/30/2009 - ANNUAL REPORT	View image in PDF format
02/19/2008 - ANNUAL REPORT	View image in PDF format
01/23/2008 - Res. Acct Change	View image in PDF format
04/18/2007 - ANNUAL REPORT	View image in PDF format
05/15/2006 - Domestic Proxy	View image in PDF format



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 15, 2026

LANDMARK SERVICES OF SWFL INC
1101 9TH AVE EAST
BRADENTON, FLORIDA 34208

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:

DRAINAGE, GRADING, GRASSING, SEEDING AND SODDING, SIDEWALK, Curb & Gutter, Driveways, Lift Station, Rip Rap, Retaining Wall, Tree Removal, Underground Utilities (Water & Sewer)

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2027**.

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification](https://fdotwp1.dot.state.fl.us/ContractorPreQualification)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII



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Detail by Entity Name

Florida Profit Corporation
SUPERIOR ASPHALT, INC.

Filing Information

Document Number	P01000063325
FEI/EIN Number	65-1115948
Date Filed	06/26/2001
State	FL
Status	ACTIVE
Last Event	CORPORATE MERGER
Event Date Filed	01/26/2026
Event Effective Date	02/01/2026

Principal Address

4801 15TH STREET EAST
BRADENTON, FL 34203

Changed: 03/10/2020

Mailing Address

P.O. BOX 2489
ONECO, FL 34264

Changed: 01/29/2002

Registered Agent Name & Address

HILL, STEPHEN
4801 15TH STREET EAST
BRADENTON, FL 34203

Name Changed: 07/27/2023

Address Changed: 07/27/2023

Officer/Director Detail

Name & Address

Title Director, VP, Secretary

MacLean, Ken
4801 15TH STREET EAST
BRADENTON, FL 34203

Title Director, VP

Johnson, Harold
4801 15TH STREET EAST
BRADENTON, FL 34203

Title Director, VP, CFO, Treasurer

Wood, David
4801 15TH STREET EAST
BRADENTON, FL 34203

Title Authorized Representative

Teasdale, Dylan
4801 15TH STREET EAST
BRADENTON, FL 34203

Title Authorized Representative

Mulvey, Alan
4801 15TH STREET EAST
BRADENTON, FL 34203

Title Authorized Representative

Hill, Stephen
4801 15TH STREET EAST
BRADENTON, FL 34203

Title Authorized Representative

Hope, Brandon
4801 15TH STREET EAST
BRADENTON, FL 34203

Annual Reports

Report Year	Filed Date
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2025	03/24/2025
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04/23/2003 -- ANNUAL REPORT	View image in PDF format
01/29/2002 -- ANNUAL REPORT	View image in PDF format
06/26/2001 -- Domestic Profit	View image in PDF format



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

April 24, 2026

ACME BARRICADES LC
9800 NORMANDY BLVD
JACKSONVILLE, FLORIDA 32221

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:

GUARDRAIL, PAVEMENT MARKING, ROADWAY SIGNING

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2027**.

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

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All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 21, 2026

MCSHEA CONTRACTING, LLC
508 OWEN AVE. NORTH
LEHIGH ACRES, FLORIDA 33971

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
PAVEMENT MARKING, ROADWAY SIGNING

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Sincerely,

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

Improve Safety, Enhance Mobility, Inspire Innovation

www.fdot.gov



Business Tax Receipt

MCSHEA CONTRACTING LLC
MCSHEA CONTRACTING LLC
508 OWEN AVE N
LEHIGH ACRES, FL 33971

Dear Business Owner:

Your **2025 - 2026** Lee County Business Tax Receipt is attached below for account number / receipt number: **1023828 / 1105384**

If there is a change in one of the following, refer to the instructions on the back of this receipt.

- Business name
- Ownership
- Physical location
- Business closed

This is not a bill. Detach the bottom portion and display in a public location.

I hope you have a successful year.

Sincerely,

A handwritten signature in black ink that reads "R. Noelle Branning".

Lee County Tax Collector

2025-2026
LEE COUNTY BUSINESS TAX RECEIPT

Account Number: 1023828
Receipt Number: 1105384
State License Number: PG10-00470

Location:
508 OWEN AVE N
LEHIGH ACRES, FL 33971

MCSHEA CONTRACTING LLC
MCWILLIAMS DANIEL S
508 OWEN AVE N
LEHIGH ACRES, FL 33971

Account Expires: September 30, 2026

May engage in the business of:

MISCELLANEOUS MAINTENANCE OR REPAIR

THIS BUSINESS TAX RECEIPT IS NON REGULATORY

Payment Information:

PAID INT-00-03623087 07/24/2025
\$ 75.00

CHANGES TO YOUR BUSINESS TAX ACCOUNT

Change of Business Name and/or Ownership:

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- Submit other required documents, if applicable (e.g. Fictitious Name Registration, State or County License, etc.)
- Submit a Bill of Sale (if changing ownership)
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- The Lee County Property Appraiser's office should be notified of any change in the business name and/or ownership

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- Obtain zoning approval, or provide a copy of a city local business tax receipt, if relocating from:
 - Commercial to Commercial
 - Commercial to Residential
 - Residential to Commercial
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Tangible Personal Property Tax Returns must be filed with the Property Appraiser's office by April 1st of each year. Contact the Property Appraiser's office 239.533.6140.

Closing Your Business:

If you are closing or no longer in business, the owner/qualifier must do the following:

- Sign, date and submit the **Out of Business Affidavit** below
- File a **Tangible Disposition Letter** form with the Property Appraiser, www.leepa.org or call 239.533.6140 to avoid receiving future tangible tax notices

If you plan to liquidate your merchandise, contact our office at 239.533.6000 for instructions on obtaining a *Going Out of Business Permit*.

Information/Questions: call 239.533.6000 or visit our official website at www.leetc.com.

Out of Business Affidavit

Tangible Personal Property Account Number for the business: _____

The business named on the reverse side of this notice ceased operations and disposed of the assets by:

- ☐ Retention for personal use ☐ Scrapped, junked, or likewise disposed of, etc.
- ☐ Date Sold: _____ Purchase Price: _____

Account No: 1023828
Receipt No: 1105384

Complete the buyer information below:

Name: _____ Phone Number: _____

Address: _____

All of the tangible assets were ☐ were not ☐ sold to the purchaser.

Owner/Qualifier Name _____ Phone Number _____ Date Closed _____

Street or PO Box Number (your current mailing address) _____

City/State/Zip _____ Signature of Owner/Qualifier _____

Return this Out of Business Affidavit to: Lee County Tax Collector, PO Box 1549, Fort Myers, FL 33902-1549

**SEAPORT MANATEE
SOUTH DOCK ST.**

**BIDDER QUALIFICATIONS STATEMENT
ITB-20260127-5/RH-0-2026/JDG
DATE: 05/29/2026**

This Statement of Qualifications is offered by:

Business: Landmark Services of Southwest Florida, Inc.

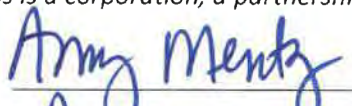
By:  (typed or printed name of organization)

Name: Rick Cripe (individual's signature)

Title: President (typed or printed)

Date: July 2, 2026 (date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:  (individual's signature)

Name: Amy Mentz (typed or printed)

Title: Operations Coordinator (typed or printed)

Address for giving notices:
1101 9th Ave. East Bradenton, FL 34208

Designated Representative:

Name: Rick Cripe (typed or printed)

Title: President (typed or printed)

Address: 1101 9th Ave. East Bradenton, FL 34208

Phone: (941) 358-8393

Email: rick.cripe@landmarksvcs.com

Phone (main):	(214) 631-6370	Phone (claims):	(214) 631-6370
---------------	----------------	-----------------	----------------

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Primary type of work the Business performs:	Civil Construction
Average number of current full-time permanent employees:	150
Estimate of revenue for the current year:	\$60,000,000.00
Estimate of revenue for the previous year:	\$60,000,000.00
Estimate of dollar value presently under contract:	\$60,000,000.00
Business an equal employment opportunity employer: ☒ Yes ☐ No	Does the Business have a written drug and alcohol policy? ☒ Yes ☐ No
Does the Business have a written Quality Assurance/Quality Control Program: ☐ Yes ☒ No	

8.02 Provide information regarding the Business's previous contracting experience.

Business years of experience with projects like the proposed project: 20		
As a general contractor: 20 years	As a joint venturer:	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:		
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No		
Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No		
Been released from a bid in the past 5 years? ☐ Yes ☒ No		
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No		
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No		
Been a party to any currently pending litigation or arbitration? ☐ Yes ☒ No		
Are there any judgments, claims, disputes or litigation pending or outstanding involving the Business, a predecessor in interest, an affiliate identified in Paragraph 1.03 or a Business officers or partners identified in Paragraph 1.04? ☐ Yes ☒ No		
Has a Business officers or partners identified in Paragraph 1.04 defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No		
Provide full details in a separate attachment if the response to any of these questions is Yes.		

Business Officers or Partners Individual Construction Experience:

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and Type of Work	In what Capacity?
Rick Cripe	President	30	Heavy Concrete & Civil Construction	Operator to Owner
John Cannon	Vice President	45	Heavy Concrete & Civil Construction	From Foreman to Owner
Mark Albrecht	Vice President	30	Heavy Concrete & Civil Construction	From Foreman to Owner
Peter Jones	Chief Operations Officer	30	Heavy Concrete & Civil Construction	From Laborer to Chief Operations Officer

- 8.03 List all projects currently under contract in Schedule A and provide indicated information.
- 8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.
- 8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.
- 8.06 List 3 business references from an Engineering or Surveying firm and 2 business references from other project Owners. Each reference must include the following information: the Firm/ Company Name, Firm/ Company Address, Firm/ Company Contact Person, and Firm/ Company Telephone Number.
- 8.07 List bidder, subcontractors and suppliers to be used for the portions of the Work listed below. **If self-performing, so list.** If a professional engineer or surveyor is to be used, then their professional license from the State of Florida must be attached.

Service	Contractor / Subcontractor / Supplier Name	Contractor / Subcontractor / Supplier Address	Contractor / Subcontractor / Supplier License Number
Asphalt & Milling	Superior Asphalt	4801 15th St. E Bradenton, FL 34203	Doc. Number P01000063325 from Sunbiz.org & attached FDOT Pre-Qualification
Professional Surveyor	Park Coastal Surveying, LLC	3820 36th Ave. E Palmetto, FL 34221	LB7915 LS6731

Service	Contractor / Subcontractor / Supplier Name	Contractor / Subcontractor / Supplier Address	Contractor / Subcontractor / Supplier License Number
Signage & Striping	McShea Contracting	508 Owen Ave. North Lehigh Acres, FL 33791	PG10-00470 & FDOT PreQual
Maintenance Of Traffic	ACME Barricades	9800 Normandy Blvd. Jacksonville, FL 32221	Doc. Number L98000002616 from Sunbiz.org & SL3657601
Concrete	Curb Systems of SW FL	10964 K Nine Dr. Bonita Springs, FL 34135	CBC1262514
Storm	Self Perform Landmarks Services of SW LF Inc.	1101 9th Ave. East Bradenton, FL 34208	CGC1509371 CUC1124453
Site Work	Self Perform Landmarks Services of SW LF Inc.	1101 9th Ave. East Bradenton, FL 34208	CGC1509371 CUC1124453
Dewatering	Self Perform Landmarks Services of SW LF Inc.	1101 9th Ave. East Bradenton, FL 34208	CGC1509371 CUC1124453

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Diverse Business Certifications if required by Paragraph 3.01.
- C. Certification of Business's safety performance if required by Paragraph 4.02.
- D. Attachments providing additional information as required by Paragraph 4.04.
- E. Attachments providing additional information as required by Paragraph 4.05.
- F. Attachments providing additional information as required by Paragraph 4.06.
- G. Financial statements as required by Paragraph 5.01.
- H. Attachments providing additional information as required by Paragraph 8.02.
- I. Schedule A (Current Projects) as required by Paragraph 8.03.
- J. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
- K. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
- L. Schedule D (Equipment) as required by Paragraph 4.07.

01144194-1 EJDC C-451, Qualifications Statement.

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and American Society of Civil Engineers. All rights reserved.

**SEAPORT MANATEE
SOUTH DOCK ST.**

**BIDDER QUALIFICATIONS STATEMENT
ITB-20260127-5/RH-0-2026/JDG
DATE: 05/29/2026**

M. Additional items as pertinent.

9.02 Optional Attachments

A. Schedule E Preference with Drug-Free Workplace Programs under section 287.078, Fla. Stat.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CRIFE, RICK A.
LANDMARK SERVICES OF SOUTH WEST FLORIDA INC
1101 9TH AVE EAST
BRADENTON FL 34208

LICENSE NUMBER: CGC1509371

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/19/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ALBRECHT, MARK DAVID
LANDMARK SERVICES OF SOUTH WEST FLORIDA INC
1101 9TH AVE E
BRADENTON FL 34208

LICENSE NUMBER: CUC1224453

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)

ISSUED: 07/12/2024

Do not alter this document in any form.

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THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS &
PROFESSIONAL REGULATION



Department of Business
& Professional Regulation

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LICENSEE DETAILS

9:22:51 AM 11/21/2024

Licensee Information

Name: **CRIFE, RICK A. (Primary Name)**
LANDMARK SERVICES OF SOUTH WEST FLORIDA INC (DBA Name)
Main Address: **1101 9TH AVE EAST**
BRADENTON Florida 34208
County: **MANATEE**

License Information

License Type: **Certified General Contractor**
Rank: **Cert General**
License Number: **CGC1509371**
Status: **Current, Active**
Licensure Date: **07/12/2005**
Expires: **08/31/2026**

Special Qualifications

Qualification Effective

Construction Business **07/12/2005**

Alternate Names

[View Related License Information](#)

[View License Complaint](#)

2801 Blair Stone Road, Tallahassee FL 32315 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. Pursuant to Section 458.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The email provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our Chapter 455 page to determine if you are affected by this change.

Jimmy Patronis
CHIEF FINANCIAL OFFICER
JoAnne Rice
DIVISION DIRECTOR



Bruce Gillingham
BUREAU CHIEF
Ronald Dillworth
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL
200 EAST GAINES STREET - Tallahassee, Florida 32399-0342
Tel. 904-413-3644

CERTIFICATE OF COMPETENCY
OFFICIAL COPY

THIS CERTIFIES THAT: Mark D Albrecht
1101 9th Ave East
Bradenton FL 34208

BUSINESS ORGANIZATION: Landmark Services of SW Florida Inc.

Contractor V means a contractor whose business is limited to the execution of contracts requiring the ability to fabricate, install, inspect, alter, repair and service the underground piping for a fire protection system using water as the extinguishing agent beginning at the point of service as defined in the act and ending no more than 1 foot above the finished floor.

Issue Date: 07/01/2024
Type: 09
Class: 14
County: Sarasota
License/Permit #: 095536-0001-2008
Expiration Date: 06/30/2026




Chief Financial Officer

Document showing qualifying agents for 2 consecutive years
since March, 2023



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Detail by Entity Name

Florida Profit Corporation

LANDMARK SERVICES, OF SOUTH WEST FLORIDA INC.

Filing Information

Document Number P08000087520
FE/EIN Number 20-4876483
Date Filed 05/16/2006
State FL
Status ACTIVE

Principal Address

1101 9th Ave East
Bradenton, FL 34208

Changed: 03/02/2016

Mailing Address

600 8th Ave W
Suite 400
Palmetto, FL 34221

Changed: 02/07/2025

Registered Agent Name & Address

ALBRECHT, MARK
1101 9th Ave East
Bradenton, FL 34208

Name Changed: 01/24/2008

Address Changed: 03/02/2016

Officer/Director Detail

Name & Address

Title PRES

CRIFE, RICK
1101 9TH AVE EAST
BRADENTON, FL 34208

Title VP

ALBRECHT, MARK
408 68TH AVE DR W
BRADENTON, FL 34207

Title CFO

Dec, Joseph B
600 8th Ave W
Suite 400
Palmetto, FL 34221

Annual Reports

Report Year	Filed Date
2023	02/13/2023
2024	02/22/2024
2025	02/07/2025

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02/19/2008 - ANNUAL REPORT	View image in PDF format
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04/18/2007 - ANNUAL REPORT	View image in PDF format
05/15/2006 - Domestic Proxy	View image in PDF format



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 15, 2026

LANDMARK SERVICES OF SWFL INC
1101 9TH AVE EAST
BRADENTON, FLORIDA 34208

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:

DRAINAGE, GRADING, GRASSING, SEEDING AND SODDING, SIDEWALK, Curb & Gutter, Driveways, Lift Station, Rip Rap, Retaining Wall, Tree Removal, Underground Utilities (Water & Sewer)

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2027**.

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification](https://fdotwp1.dot.state.fl.us/ContractorPreQualification)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII



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Detail by Entity Name

Florida Profit Corporation
SUPERIOR ASPHALT, INC.

Filing Information

Document Number	P01000063325
FEI/EIN Number	65-1115948
Date Filed	06/26/2001
State	FL
Status	ACTIVE
Last Event	CORPORATE MERGER
Event Date Filed	01/26/2026
Event Effective Date	02/01/2026

Principal Address

4801 15TH STREET EAST
BRADENTON, FL 34203

Changed: 03/10/2020

Mailing Address

P.O. BOX 2489
ONECO, FL 34264

Changed: 01/29/2002

Registered Agent Name & Address

HILL, STEPHEN
4801 15TH STREET EAST
BRADENTON, FL 34203

Name Changed: 07/27/2023

Address Changed: 07/27/2023

Officer/Director Detail

Name & Address

Title Director, VP, Secretary

MacLean, Ken
4801 15TH STREET EAST
BRADENTON, FL 34203

Title Director, VP

Johnson, Harold
4801 15TH STREET EAST
BRADENTON, FL 34203

Title Director, VP, CFO, Treasurer

Wood, David
4801 15TH STREET EAST
BRADENTON, FL 34203

Title Authorized Representative

Teasdale, Dylan
4801 15TH STREET EAST
BRADENTON, FL 34203

Title Authorized Representative

Mulvey, Alan
4801 15TH STREET EAST
BRADENTON, FL 34203

Title Authorized Representative

Hill, Stephen
4801 15TH STREET EAST
BRADENTON, FL 34203

Title Authorized Representative

Hope, Brandon
4801 15TH STREET EAST
BRADENTON, FL 34203

Annual Reports

Report Year	Filed Date
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2025	03/24/2025
2026	01/22/2026

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03/10/2020 -- ANNUAL REPORT	View image in PDF format
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04/15/2016 -- ANNUAL REPORT	View image in PDF format
03/02/2015 -- ANNUAL REPORT	View image in PDF format
01/20/2014 -- ANNUAL REPORT	View image in PDF format
01/31/2013 -- ANNUAL REPORT	View image in PDF format
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04/23/2003 -- ANNUAL REPORT	View image in PDF format
01/29/2002 -- ANNUAL REPORT	View image in PDF format
06/26/2001 -- Domestic Profit	View image in PDF format



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

April 24, 2026

ACME BARRICADES LC
9800 NORMANDY BLVD
JACKSONVILLE, FLORIDA 32221

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:

GUARDRAIL, PAVEMENT MARKING, ROADWAY SIGNING

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2027**.

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification](https://fdotwp1.dot.state.fl.us/ContractorPreQualification)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 21, 2026

MCSHEA CONTRACTING, LLC
508 OWEN AVE. NORTH
LEHIGH ACRES, FLORIDA 33971

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
PAVEMENT MARKING, ROADWAY SIGNING

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2027**.

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification](https://fdotwp1.dot.state.fl.us/ContractorPreQualification)

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All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

Improve Safety, Enhance Mobility, Inspire Innovation

www.fdot.gov



Business Tax Receipt

MCSHEA CONTRACTING LLC
MCSHEA CONTRACTING LLC
508 OWEN AVE N
LEHIGH ACRES, FL 33971

Dear Business Owner:

Your **2025 - 2026** Lee County Business Tax Receipt is attached below for account number / receipt number: **1023828 / 1105384**

If there is a change in one of the following, refer to the instructions on the back of this receipt.

- Business name
- Ownership
- Physical location
- Business closed

This is not a bill. Detach the bottom portion and display in a public location.

I hope you have a successful year.

Sincerely,

A handwritten signature in black ink that reads "R. Noelle Branning".

Lee County Tax Collector

2025-2026 LEE COUNTY BUSINESS TAX RECEIPT

Account Number: 1023828
Receipt Number: 1105384
State License Number: PG10-00470

Location:
508 OWEN AVE N
LEHIGH ACRES, FL 33971

MCSHEA CONTRACTING LLC
MCWILLIAMS DANIEL S
508 OWEN AVE N
LEHIGH ACRES, FL 33971

Account Expires: September 30, 2026

May engage in the business of:

MISCELLANEOUS MAINTENANCE OR REPAIR

THIS BUSINESS TAX RECEIPT IS NON REGULATORY

Payment Information:

PAID INT-00-03623087 07/24/2025
\$ 75.00

CHANGES TO YOUR BUSINESS TAX ACCOUNT

Change of Business Name and/or Ownership:

- Submit a new Business Tax Application
- Submit other required documents, if applicable (e.g. Fictitious Name Registration, State or County License, etc.)
- Submit a Bill of Sale (if changing ownership)
- A 10% transfer fee applies to ownership changes
- The Lee County Property Appraiser's office should be notified of any change in the business name and/or ownership

Change of Location:

- Submit a new Business Tax Application
- Obtain zoning approval, or provide a copy of a city local business tax receipt, if relocating from:
 - Commercial to Commercial
 - Commercial to Residential
 - Residential to Commercial
- A 10% transfer fee applies to location changes
- The Lee County Property Appraiser's office should be notified of any change in business location

Tangible Taxes:

Tangible Personal Property Tax Returns must be filed with the Property Appraiser's office by April 1st of each year. Contact the Property Appraiser's office 239.533.6140.

Closing Your Business:

If you are closing or no longer in business, the owner/qualifier must do the following:

- Sign, date and submit the **Out of Business Affidavit** below
- File a **Tangible Disposition Letter** form with the Property Appraiser, www.leepa.org or call 239.533.6140 to avoid receiving future tangible tax notices

If you plan to liquidate your merchandise, contact our office at 239.533.6000 for instructions on obtaining a *Going Out of Business Permit*.

Information/Questions: call 239.533.6000 or visit our official website at www.leetc.com.

Out of Business Affidavit

Tangible Personal Property Account Number for the business: _____

The business named on the reverse side of this notice ceased operations and disposed of the assets by:

- ☐ Retention for personal use ☐ Scrapped, junked, or likewise disposed of, etc.
- ☐ Date Sold: _____ Purchase Price: _____

Account No: 1023828
Receipt No: 1105384

Complete the buyer information below:

Name: _____ Phone Number: _____

Address: _____

All of the tangible assets were ☐ were not ☐ sold to the purchaser.

Owner/Qualifier Name _____ Phone Number _____ Date Closed _____

Street or PO Box Number (your current mailing address) _____

City/State/Zip _____ Signature of Owner/Qualifier _____

Return this Out of Business Affidavit to: Lee County Tax Collector, PO Box 1549, Fort Myers, FL 33902-1549

**SEAPORT MANATEE
SOUTH DOCK ST.**

**BIDDER QUALIFICATIONS STATEMENT
ITB-20260127-5/RH-0-2026/JDG
DATE: 05/29/2026**

This Statement of Qualifications is offered by:

Business: Landmark Services of Southwest Florida, Inc.

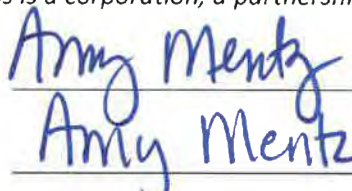
By:  (typed or printed name of organization)

Name: Rick Cripe (individual's signature)

Title: President (typed or printed)

Date: July 2, 2026 (date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:  (individual's signature)

Name: Amy Mentz (typed or printed)

Title: Operations Coordinator (typed or printed)

Address for giving notices:

1101 9th Ave. East Bradenton, FL 34208

Designated Representative:

Name: Rick Cripe (typed or printed)

Title: President (typed or printed)

Address: 1101 9th Ave. East Bradenton, FL 34208

Phone: (941) 358-8393

Email: rick.cripe@landmarksvcs.com

Schedule A—Current Projects

Name of Organization	Landmark Services of Southwest Florida, Inc.				
Project Owner	City of Palmetto	Project Name	Ward I, Phase III		
General Description of Project	Complete Roadway, Storm, and Utility Rehabilitation				
Project Cost	\$7,109,631.32	Date Project	October 29, 2024 to Present		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Ramon Marsal	Hector Moyer	Mark Albrecht	Mark Albrecht	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/ Position	Organization	Telephone	Email
Owner	Mohammed Rayan	Director of Public Works	City of Palmetto	(941) 723-4580	mrayan@palmettofl.org
Designer	Michael Ferdinand, PE	Engineer of Record	ZNS Engineering	(941) 748-8080	mikef@znseng.com
Construction Manager	Karen Wilson, PE	Asst. Vice President	ZNS Engineering	(941) 748-8080x149	karenw@znseng.com

Project Owner	Manatee County	Project Name	9th Ave. NW Roadway Improvements		
General Description of Project	Complete Roadway, Storm, and Utility Rehabilitation along with selective Milling & Replacement of Asphalt Pavement				
Project Cost	\$5,559,433.42	Date Project	March 25, 2026 to present		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Ramon Marsal	Rene Cruz	Mark Albrecht	Mark Albrecht	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/ Position	Organization	Telephone	Email
Owner	Steve Clark	Project Manager	Manatee County	Manatee County	steve.clark@mymanatee.org
Designer	Jordan Leep, PE	Engineer of Record	Kimley Horn	(941) 379-7600	jordan.leep@kimley-horn.com
Construction Manager	Steve Clark	Project Manager	Manatee County	(941) 708-7450x7326	steve.clark@mymanatee.org

Project Owner	Bartow Executive Airport Authority	Project Name	Airport Entrance Road Phase I		
General Description of Project	New Roadway and Storm Construction				
Project Cost	\$1,553,133.69	Date Project	April 5, 2026 to present		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Greg Kinder	Matt Faler	Mark Albrecht	Mark Albrecht	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/ Position	Organization	Telephone	Email
Owner	Terry Beacham	Director	Bartow Executive Airport	(863) 533-1195x2	terry@bartow-airport.com

SEAPORT MANATEE
SOUTH DOCK ST.

BIDDER QUALIFICATIONS STATEMENT

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Designer	Christopher Tutor, PE	Engineer of Record	Hanson Prof. Svc.	(720) 792-7015	ctutor@hanson-inc.com
Construction Manager	Alan Bennett	Senior Project Manager	Stellar Development	(941) 907-9577	alan@stellargc.com

**SEAPORT MANATEE
SOUTH DOCK ST.**

BIDDER QUALIFICATIONS STATEMENT
ITB-20260127-5/ RH-0-2026/ JDG
DATE 05/29/2026

Schedule B—Previous Experience with Similar Projects

Name of Organization	Landmark Services of Southwest Florida, Inc.				
Project Owner	Benderson Development		Project Name	Cooper Creek Blvd. Roundabout	
General Description of Project	New Roadway & Storm Construction				
Project Cost	\$987,183.84		Date Project	June 2021 to Nov. 2021	Project Status Complete
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager		Quality Control Manager
Name	Mark Albrecht	Matt Faler	Mark Albrecht		Mark Albrecht
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/ Position	Organization	Telephone	Email
Owner	Joe Styshur	Project Manager	Benderson Development	(941) 360-7217	josephstyshur@benderson.com
Designer	Clint Cuffle, PE	Engineer of Record	WRA Engineering	(813) 265-3130	ccuffle@wraengineering.com
Construction Manager	Mike Chorba	Project Manager	Benderson Development	(941) 360-7234	michaelchorba@benderson.com

Project Owner	City of Palmetto		Project Name	7th Street Expansion & Roundabout	
General Description of Project	New Roadway, Storm, & Utility Construction				
Project Cost	\$3,065,110.07		Date Project	Feb. 2023 to Dec. 2023	Project Status Complete
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager		Quality Control Manager
Name	John Cannon	Pat Wayland	Mark Albrecht		Mark Albrecht
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/ Position	Organization	Telephone	Email
Owner	Nixa Haisley	Procurement Manager	City of Palmetto	(941) 723-4570x7112	nhaisley@palmettofl.org
Designer	Nicole Lynn, PE	Engineer of Record	Ardurra	(813) 880-8881	nlynn@ardurra.com
Construction Manager	Vinny Galiano	Sr. Construction Mgr.	Ardurra	(813) 880-8881	vgaliano@ardurra.com

Project Owner	Gamble Creek, LLC		Project Name	Twin Rivers Phase 5, Subphases 2B, 3B, & FPC-02	
General Description of Project	New Roadway, Storm, & Utility Construction				
Project Cost	\$6,199,596.32		Date Project	Mar. 2022 to Nov. 2023	Project Status Complete
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager		Quality Control Manager
Name	John Cannon	Pat Wayland	Mark Albrecht		Mark Albrecht
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/ Position	Organization	Telephone	Email
Owner	Larry D'Urso	Project Manager	Countree Wide Realty	(941) 750-8027	larry@countreewiderealty.com

SEAPORT MANATEE
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BIDDER QUALIFICATIONS STATEMENT
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Designer	Michael Ferdinand, PE	Engineer of Record	ZNS Engineering	(941) 748-8080	mikef@znseng.com
Construction Manager	Jay D'Urso	Project Manager	Countree Wide Realty	(941) 737-7610	jay@countreewiderealty.com

Schedule B—Previous Experience with Similar Projects

Name of Organization	Landmark Services of Southwest Florida, Inc.				
Project Owner	MI Homes	Project Name	Riverside Preserve		
General Description of Project	New Roadway, Storm, & Utility Construction				
Project Cost	\$2,991,157.78	Date Project	Sep. 2021 to Sep. 2022	Project Status	Complete
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	John Cannon	Pat Wayland	Mark Albrecht	Mark Albrecht	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/ Position	Organization	Telephone	Email
Owner	Chris Kemper	Project Manager	MI Homes	(941) 993-6955	ckemper@mihomes.com
Designer	Michael Ferdinand, PE	Engineer of Record	ZNS Engineering	(941) 748-8080	mikef@znseng.com
Construction Manager	Chris Kemper	Project Manager	MI Homes	(941) 993-6955	ckemper@mihomes.com

Project Owner	Lennar Homes	Project Name	Prosperity Lakes 2B Blue Diamond & Merlot, & 4B		
General Description of Project	New Roadway, Storm, & Utility Construction				
Project Cost	\$3,282,232.26	Date Project	Sept. 2023 to July, 2025	Project Status	Complete
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Mark Albrecht	Matt Faler	Mark Albrecht	Mark Albrecht	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/ Position	Organization	Telephone	Email
Owner	Ben Gainer	Project Manager	Lennar Homes	(941) 574-5672	ben.gainer@lennar.com
Designer	Michael Ferdinand, PE	Engineer of Record	ZNS Engineering	(941) 748-8080	mikef@znseng.com
Construction Manager	Ben Gainer	Project Manager	Lennar Homes	(941) 574-5672	ben.gainer@lennar.com

Project Owner	Lennar Homes	Project Name	Prosperity Lakes 3B & 5B		
General Description of Project	New Roadway, Storm, & Utility Construction				
Project Cost	\$7,967,600.64	Date Project	Dec. 2023 to Oct. 2025	Project Status	Complete
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Mark Albrecht	Matt Faler	Mark Albrecht	Mark Albrecht	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/ Position	Organization	Telephone	Email
Owner	Ben Gainer	Project Manager	Lennar Homes	(813) 574-5672	ben.gainer@lennar.com

**SEAPORT MANATEE
SOUTH DOCK ST.**

BIDDER QUALIFICATIONS STATEMENT

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Designer	Michael Ferdinand, PE	Engineer of Record	ZNS Engineering	(941) 748-8080	mikef@znseng.com
Construction Manager	Ben Gainer	Project Manager	Lennar Homes	(813) 574-5672	ben.gainer@lennar.com

Schedule C—Key Individuals

Project Manager			
Name of individual		Joseph Martin	
Years of experience as project manager		30	
Years of experience with this organization		1	
Number of similar projects as project manager		25	
Number of similar projects in other positions		25	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Siesta Promenade		20	Q2-2027
UTC Mall		20	Q4-2026
Grishonie		20	Q2-2027
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Joe Satyshur	Name	Dan Terrapin
Title/Position	Senior Project Manager	Title/Position	Senior Project Manager
Organization	Benderson Development	Organization	Path Construction
Telephone	(941) 228-4831	Telephone	(813) 240-1276
Email	josephsatyshur@benerson.com	Email	dterrapin@pathcc.com
Project	Siesta Promenade	Project	Echo Suites Venice
Candidate's role on project	Lead Project Manager	Candidate's role on project	Lead Project Manager
Project Superintendent			
Name of individual		Jeremy Jetton	
Years of experience as project superintendent		26	
Years of experience with this organization		1	
Number of similar projects as project superintendent		15	
Number of similar projects in other positions		15	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Aceros Port Manatee - Site Work/Utilities/Concrete Paving		20	October 31, 2026
Honeywell - PDU Plant - Utilities/Site Work/Concrete Paving		20	August 31, 2026
Honeywell Parking Lot Expansion		10	October 31, 2026
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Dennis Marcus	Name	William (Bill) Bach
Title/Position	Superintendent	Title/Position	Superintendent
Organization	J. Davis Inc.	Organization	Schmid Construction
Telephone	(864) 784-4029	Telephone	(689) 688-4517
Email	dmarcus@jdavisgc.com	Email	billb@schmidconstruction.com
Project	Oconee County Fire Department	Project	Honeywell - PDU Plant
Candidate's role on project	Superintendent/Project Manager	Candidate's role on project	Superintendent

Safety Manager			
Name of individual		Joseph Martin	
Years of experience as project manager		30	
Years of experience with this organization		1	
Number of similar projects as project manager		25	
Number of similar projects in other positions		25	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Siesta Promenade		20	Q2-2027
UTC Mall		20	Q4-2026
Gershonie		20	Q4-2027
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Joe Satyshur	Name	Dan Terrapin
Title/Position	Senior Project Manager	Title/Position	Senior Project Manager
Organization	Benderson Development	Organization	Path Construction
Telephone	(941) 228-4831	Telephone	(813) 240-1276
Email	josephsatyshur@benderson.com	Email	dterrapin@pathcc.com
Project	Siesta Promenade	Project	Honeywell - PDU Plant
Candidate's role on project	Lead Project Manager	Candidate's role on project	Lead Project Manager
Quality Control Manager			
Name of individual		Mark Albrecht	
Years of experience as project superintendent		30	
Years of experience with this organization		20	
Number of similar projects as project superintendent		500	
Number of similar projects in other positions		350	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
ALL PROJECTS. Currently 17 projects being constructed that he visits appropriately to maintain Quality Control.		50	Various
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Terry Yensen	Name	James Wood
Title/Position	Vice President of Construction	Title/Position	Maintenance Supervisor
Organization	Benderson Development	Organization	Pierce Manufacturing
Telephone	(941) 400-5017	Telephone	(941) 807-2610
Email	terryyensen@benderson.com	Email	jwood@piercemfg.com
Project	Cooper Creek Roundabout	Project	Infrastructure Improvements
Candidate's role on project	Vice President of Operations	Candidate's role on project	Vice President of Operations

Schedule D – List of Major Equipment						
Condition	Acquired Value	Available for this Project?	Project Name	Owner's Contact Person	Item	Purchase Date
See attached equipment documentation				Name: Address: Telephone:		
				Name: Address: Telephone:		
				Name: Address: Telephone:		
				Name: Address: Telephone:		

T#s	Year	Make	Model	Description	Vin	Plate #	Exp Date	MILEAGE
T01								
T02	2004	FORD	F650		3FRNF65E54V684622	12CFMS	12/31/2025	21711
T03								
T05	2013	Chevrolet	Silverado	4 door 2500	1GC1KVC7DF191293	65BBD2	12/31/2025	231747
T06								
T11	2003	GMC	3500	utility bed	1GDJC34103E253807	CLLM80	12/31/2023	
T12	2014	Chevrolet	SILVERADO K1500	crew cab 4x4	1GCVKREC2EZ203725	GMUR29	12/31/2025	
T13								
T14	2005	Brewer	Flatbed	Black Trailer	4EDUS162X5T001418	23CEGV	6/30/2025	
T15	2006	LARK	CARGO TRAILER 542RIS		5RTBE14226000903	542RIS	6/30/2024	
T16	2012	FREEDOM	CARGO TRAILER		5KKBE1621C1015995	1ZGC78	6/30/2024	
T17	2004	DRGG	POWER TROWEL TRAILER		10400601207043245	24CEGV	6/30/2024	
T18	2000	STAR LITE	TRAILER	Gooseneck flatbed trailer	13YFS2726YC078573	JTIR53	6/30/2024	
T19	2006	LOTR	18ft LOTR Trailer S# 015309		4ZECF202561015309	N2PX42	6/30/2025	
T20	2006	CAROLINA	663 ^{exp} TRASPORT TRAILER CAROLINA		1C9DK502061803446	663QXP	6/30/2024	
T21			16ftx8ft trailer no plate do91091 stock number OUT OF SERV					
T24			8FT TRAILER NO TAG PUMP TRAILER					
T25			LANDMARK CONCRETE TRAILER NO TAG					
T26	2011	Dodge	RAM 2500	SINGLE CAB PICKUP	3D7LT2ET1BG507609	GVI44	12/31/2025	204501
T27	2017	CATERPILLAR	660	DUMP TRUCK	3HTJGKT8HN466984	P8698H	12/31/2023	
T28	2016	GMC	SIERRA -ONLY 11-21-16		1GT12REGXGF250068	HHZM63	12/31/2025	228550
T29	2016	GMC	SIERRA -ONLY 11-21-16		1GT12RE82GF274583	GVIW74	12/31/2025	212981
T30								
T32								
T33	2005	PACE AMERICAN	CARGO TRAILER		4FPFB10135G093527	JTIR52	6/30/2024	
T34								
T35	2000	FONTAINE	554-NGB	LOW BOY 55TON	4LF4S5031Y3509291	2059CT	NO EXP	
T36								
T37	2017	GMC	SIERRA		1GD42VCG8HF175084	JPKD30	12/31/2025	96856
T38	2018	GMC	Sierra K3500		1GD42VCG8JF212821	JWMH01	12/31/2025	125395
T39	2015	FORD	F550 SD	Reg Cab service Body	1FDUF5HT3FEB71389	KAP271	12/31/2025	
T40								
T41	2018	GMC	SIERRA		1GT22REG9JZ349555	KEPZ59	12/31/2025	116635
T42	2019	GMC	SIERRA		2GT22NEGXK1146936	KYDA07	12/31/2025	126489
T43	1988	Benson	Trailer		1NUDT28L3JMAS0345	1Q88FL	6/6/2024	
T48	2021	GMC	Sierra K2500 HD	Crew Cab, AT4	1GT49PEY9MF139707	QGVF50	12/31/2025	89704
T50								
T51	2022	Ford	Ford F350 SD XL	White Truck	1FT8X3B68NEC69844	28AVKH	12/31/2025	81462
T52	2022	Ford	Ford F350 SD XL	White Truck	1FT8X3B68NEC69845	24AVKH	12/31/2025	121009
T53	2022	Craft	Craft Cargo Trailer White		4D7EB162XNA046637	PLEV39	8/30/2024	

T54	2022	Craft	Craft Cargo Trailer White		4D6EB1428NA046638	PLEV34	6/30/2025	
T55	2021	GMC	Sierra K2500 SLE		1GT59ME76MF306227	03AVJT	12/31/2025	84562
T56	2012	Ford	F450 White		1FD0W4HT4CEA26320	03BATT	12/31/2025	137410
T57	2022	GMC	Sierra K1500		1GTR9BEDXNZ103577	398GCU	12/31/2025	117230
T58	2022	Chevy	Silverado K2500		1GC4YLEY7NF187333	63BJKN	12/31/2025	154619
T59	2004	Monw Trailer	Monw Trailer		1M9SD28244S567186	CD9835	6/30/2024	
T60	1995	Kenworth	W900	Semi Tractor	1XKWDB9X1SJ637152	CG2877	12/31/2025	96713
T61								
T62	2014	Peterbuilt	337	VOC Truck	2NP2HJ7X4EM240326	P38804	12/31/2025	243716
T63	2006	Sterling	L9500	Dump Truck	2FZHAZCV06AV12126	P6082G	12/31/2025	
T64	2023	GMC	Sierra K1500		3GTUUCE85PG104768	A290JB	12/31/2025	77898
T65								
T66	2023	GMC	Sierra 1500		1GTPUAEXKPZ164509	AZ85JB	12/31/2025	39646
T67	2023	GMC	Sierra 2500 HD		1GD19LEY2PF224741	BW68VK	12/31/2025	47922
T68	2023	GMC	Sierra 2500 HD		1GD19LEY1PF224889	BW08SL	12/31/2025	21954
T69	2023	GMC	Canyon	Pickup	1GTP5BEK8P1123555	BW89VK	6/30/2024	
T70	2004	Wells	Trailer	LUBE TRAILER	1W4200F2641108987	810XFT	12/31/2025	
T71	2023	Nissan	Frontier		1N6ED1EK6PN645546	22DM8Q	6/30/2025	36455
T72	2023	Norstar	Norstar		3EUDB1423P1021811	52EYXJ		
T73	2019	Felling	XF-100-3-HDG Lowboy		5FTSL6238K1004441	QB95DW	PERMANENT	
T74	2024	GMC	Sierra 2500		1GT49LEY8RF310074	Z93BKF	12/31/2025	24780
T75	2023	Texas Brag		Trailer	17XFF2220R1239010	RRNX61		
T76	2024	Ford	F250	Platinum	1FT8W2BT6REC36737			
T77	2024	Toyota	4 Runner		STELUSJR4R6225720	RARJ98		
T78	2024	GMC	Sierra 2500HD	Crew Cab	1GD19LE70RF313749	RARC51	12/31/2025	14829
T79	2024	GMC	Sierra 2500HD	Crew Cab	1GD19LE71RD313727	RARC61	12/31/2025	13871
T80	2024	GMC	Sierra 2500HD		1GD19LE74RF313611	RARC16	12/31/2025	27813
T81	2024	peterbuilt	2025 peterbuilt semi 589		1XPEP4EX0SD728197	350VWL	31-Dec	27086
T82	2024	GMC	Canyon	Crew Cab	1GTP6BEK6R1296412	RTMB26	6/30/2025	8707
T83	2024	GMC	Sierra 1500	Crew Cab	1GTUUAED1RZ258897	RXNM44	12/31/2025	24150
T84	2025	GMC	Sierra 1500	Crew Cab	1GTRUAED3SZ172163	144VJ38	12/25/2025	8026
T85	2020	FORD	F550 SD 4x4	Ext. Cab	1FD0X5HT3LEE12326	KC254V	12/31/2025	70558
E02		John Deere	650J	BULLDOZER, LGP	JX128178			
E03								
E04		Komatsu	WA270-7	Wheel LOADER	A27038			
E05		John Deere	570	Motor-Grader	DW570BX513959			
E07								
E09				SKID STEER JIBB				
E14								
E16		TERRAMITE	TSS38	HYD BROOM, TRICYCLE	25TS0303			

E20		TAKEUCHI	TB260	MINI EXCAVATOR	126101109			
E21		Komatsu	WA270	Wheel LOADER	A27512			
E26								
E27								
E31		BOBCAT	E50	MINI-Excavator	AJ1812970			
E33		VIRNING	IRC72-25	Rotary Cutter				
E35		MULTIQUIP	HHXDF5	RIDE ON TROWEL	PH0209632			
E36		MULTIQUIP		RIDE ON TPOWER	HTN27KCSL			
E38		SOFF-CUT	GS-1000	Walk behind saw	709			
E39		Superior?	PT80	SUPER BROOM PT 80-J	806426			
E40								
E41		Volvo	SD 75 B	Single drum roller, Compaction	VCESD75BH05241166			
E44				2010 Miller Welder	MA290009H			
E49		John Deere	764	High Speed Dozer	IT00764XJA0183794			
E50		Komatsu	WA380	Wheel Loader	A74042			
E55								
E57		Komatsu	WA270-7	Wheel Loader	81122			
E58		HAMM	H11-IX	Single drum roller, Compaction	H2100679			
E59				GPS Top Con	112224822-233130			
E60		VOLVO	ECR305CL	Excavator	A00110523			
E61		John Deere	50G	Mini EX	1FF050GXCLH292376			
E64		Volvo	235C	Excavator	J00110524			
E66	2021	Komatsu	WA270-8	Wheel Loader	A084950			
E69				7420 EMS Locator				
E71		Komatsu	PC490LC-11	Excavator	A41397			
E73				Top Con Rover				
E74		Terex	RL4000	Light Tower	RL410-3196			
E75		Terex	RL4000	Light Tower	RL410-3177			
E76	2018	Caterpillar	730	30 Ton Artic Truck	3T300402			
E77		Komatsu	HM300-5	30 Ton Artic Truck	10015			
E78		Air Burner	T300	Large Turf Burner	T30 FDN20944			
E79		Komatsu	PC210LC-11	Excavator	A12991			
E80		Komatsu	PC240 LC-11	Excavator	95508			
E81	2017	Caterpillar	336F L	EXCAVATOR	SSN20035			
E82		John Deere	450K	CRAWLER DOZER, LGP	NF424995			
E83	2022	Caterpillar	D1	CRAWLER DOZER, LGP	XKL00708			
E84		John Deere	331G	JD 331G Compact Loader	1T0331GMJPF440651			
E85	2019	Caterpillar	D6K2	Dozer Straight blade, LGP	EL703145			
E86		Komatsu	PC88-MR011	EXCAVATOR	C40056			
E87	2018	Caterpillar	730	30 Ton Artic Truck	3T300398			
E88	2000	Bros	LSPRM-8A	Soil Stabilizer	4261			
E89	2023	John Deere	331G	331 Compact Truck Loader	1T0331GKEPF449678			
E90	2023	John Deere	331G	331 Compact Truck Loader	1T0331GKEPF449679			
E91	2022	John Deere	60G	Compact Excavator	1FF060GXENJ295983			
E92	2022	John Deere	60G	Compact Excavator	1FF060GXCNJ296360			
E93		Komatsu	WA270-8	Wheel Loader	85234			
E94	2018	Bobcat	76	Attachment, Tiller	05510611			

E95	2017	BOBCAT	E85	Midl Excavator	B34T14115			
E96	2023	Komatsu	PC360LC-11	Excavator	A39409			
E97	2005	Metso	LT1213S	Crusher, Tracked	20360271			
E98		Benford Terex	6000PSR	Concrete Buggy	SLBDDN00EX11HG255			
E99	1995	Benford Terex	6000APN	Concrete Buggy	SLB6000PESO9AH533			
E100	2016	John Deere	5065E	H240 TRACTOR	1PY5065EEFY110412			
E101	2019	Caterpillar	D6N	DOZER	SGG01106			
E102	2023	Caterpillar	D3	DOZER, LGP	XKY05348			
E102A				GPS FOR E102	106376-13			
E103	2013	Komatsu	FG30HT	Warehouse FORKLIFT	A231422			
E104	2013	NEW HOLLAND	9T 560	Farm Tractor	ZDF218325			
E105		Komatsu	PC290	EXCAVATOR	A28591			
E106		Hitachi	ZW150	Wheel Loader	RYUPTC60PH8505690			
E107		Hitachi	ZW150-6	Wheel Loader	RYUPTC60KH8505691			
E108		Hitachi	ZW 180	Wheel Loader	RYUPD860KH8405780			
E109		Hitachi	490	EXCAVATOR	HCMJAG61T00061702			
E110		Reynolds		17YRD REYNOLDS SCAPER	2671471			
E111	2024	Dynapac	CP1200	TRAFFIC	10000510VAB006834			
E112	2024	Dynapac	CA1300	54" ROLLER	10000159PMA032903			
E113	2024	John Deere	331G	SKID LOADER	IT0331GKARF466821			
E114	2024	Caterpillar	255	Skid Steer	FL701539			
E115	2024	Caterpillar	255	SKID STEER	FL702041			
E116	2016	POWER SCREEN		Warrior 1800	PID00123KDGG72638			
E117		Komatsu	WA320-8	Wheel Loader	87399			
E118		John Deere	1812C	JOHN DEERE 18YRD SCAPPER	T818120001160			
E119		John Deere	1812C	JOHN DEERE 18YRD SCRAPER	T818120001177			
E120		John Deere	650P	CRAWLER DOZER, LGP	PLX03570			
E121	2024	Laymor	SM300	HYD BROOM, TRICYCLE	41929			
E122	2024	Laymor	SM300	HYD BROOM, TRICYCLE	52542			
E123	2024	Laymor	SM300	HYD BROOM, TRICYCLE	41360			
E124	2024	John Deere	331G	Compact Track Loader	RF465996			
E125	2024	John Deere	60P	Compact Excavator	PJ000705			
E126	2014	Case	Steiger 500S	Farm Tractor	ZEF300616			
E127	1998	DAEWOO	G25S	PNEUMATIC TIRE FORKLIFT	G12-03560			



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CRIFE, RICK A.
LANDMARK SERVICES OF SOUTH WEST FLORIDA INC
1101 9TH AVE EAST
BRADENTON FL 34208

LICENSE NUMBER: CGC1509371

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/19/2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ALBRECHT, MARK DAVID
LANDMARK SERVICES OF SOUTH WEST FLORIDA INC
1101 9TH AVE E
BRADENTON FL 34208

LICENSE NUMBER: CUC1224453

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)

ISSUED: 07/12/2024

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LICENSEE DETAILS

9:22:51 AM 11/21/2024

Licensee Information

Name: **CRIFE, RICK A. (Primary Name)**
LANDMARK SERVICES OF SOUTH WEST FLORIDA INC (DBA Name)
Main Address: **1101 9TH AVE EAST**
BRADENTON Florida 34208
County: **MANATEE**

License Information

License Type: **Certified General Contractor**
Rank: **Cert General**
License Number: **CGC1509371**
Status: **Current, Active**
Licensure Date: **07/12/2005**
Expires: **08/31/2026**

Special Qualifications

Qualification Effective

Construction Business **07/12/2005**

Alternate Names

[View Related License Information](#)

[View License Complaint](#)

2801 Blair Stone Road, Tallahassee FL 32315 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. Pursuant to Section 458.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The email provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our Chapter 455 page to determine if you are affected by this change.

Jimmy Patronis
CHIEF FINANCIAL OFFICER
JoAnne Rice
DIVISION DIRECTOR



Bruce Gillingham
BUREAU CHIEF
Ronald Dillworth
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL
200 EAST GAINES STREET - Tallahassee, Florida 32399-0342
Tel. 904-413-3644

CERTIFICATE OF COMPETENCY
OFFICIAL COPY

THIS CERTIFIES THAT: Mark D Albrecht
1101 9th Ave East
Bradenton FL 34208

BUSINESS ORGANIZATION: Landmark Services of SW Florida Inc.

Contractor V means a contractor whose business is limited to the execution of contracts requiring the ability to fabricate, install, inspect, alter, repair and service the underground piping for a fire protection system using water as the extinguishing agent beginning at the point of service as defined in the act and ending no more than 1 foot above the finished floor.

Issue Date: 07/01/2024
Type: 09
Class: 14
County: Sarasota
License/Permit #: 095536-0001-2008
Expiration Date: 06/30/2026




Chief Financial Officer

Document showing qualifying agents for 2 consecutive years
since March, 2023



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Florida Profit Corporation

LANDMARK SERVICES, OF SOUTH WEST FLORIDA INC.

Filing Information

Document Number P08000087520
FE/EIN Number 20-4876483
Date Filed 05/15/2006
State FL
Status ACTIVE

Principal Address

1101 9th Ave East
Bradenton, FL 34208

Changed: 03/02/2016

Mailing Address

600 8th Ave W
Suite 400
Palmetto, FL 34221

Changed: 02/07/2025

Registered Agent Name & Address

ALBRECHT, MARK
1101 9th Ave East
Bradenton, FL 34208

Name Changed: 01/24/2008

Address Changed: 03/02/2016

Officer/Director Detail

Name & Address

Title PRES

CRIBE, RICK
1101 9TH AVE EAST
BRADENTON, FL 34208

Title VP

ALBRECHT, MARK
408 68TH AVE DR W
BRADENTON, FL 34207

Title CFO

Dec, Joseph B
600 8th Ave W
Suite 400
Palmetto, FL 34221

Annual Reports

Report Year	Filed Date
2023	02/13/2023
2024	02/22/2024
2025	02/07/2025

Document Images

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Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 15, 2026

LANDMARK SERVICES OF SWFL INC
1101 9TH AVE EAST
BRADENTON, FLORIDA 34208

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:

DRAINAGE, GRADING, GRASSING, SEEDING AND SODDING, SIDEWALK, Curb & Gutter, Driveways, Lift Station, Rip Rap, Retaining Wall, Tree Removal, Underground Utilities (Water & Sewer)

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2027**.

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification](https://fdotwp1.dot.state.fl.us/ContractorPreQualification)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid have the meanings stated in the General Conditions, which are included as part of the Bid Documents.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

Owner: **Manatee County Port Authority**
300 Tampa Bay Way
Palmetto, Florida 34221

Project Name: SOUTH DOCK ST.

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Signed Bid Cover Sheet;
- B. This Bid Form;
- C. Required Bid security with Power of Attorney for Surety;
- D. List of Proposed Subcontractors;
- E. List of Proposed Suppliers;
- F. Required Bidder Qualification Statement with supporting data;
- G. Certificate of Compliance with Trench Safety Form; and
- H. Copies of valid licenses in accordance with Section 489.113, Florida Statutes;
- I. The following exhibits are submitted with this Bid as an understanding of Contract Documents that will be issued:
 - 1. Agreement
 - 2. Standard General Conditions with tracked changes
 - 3. Bonds:
 - a. Performance bond (together with power of attorney)
 - b. Payment bond (together with power of attorney)
 - 4. Anti Human Trafficking Affidavit

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:

1. Lump Sum Price (Base Bid and Alternates)

Lump Sum Bid Price for Base Bid	\$ 1,422,773.63
Alternate 1 Add	\$ 343,247.21

3.02 *Total Bid Price*

Total Bid Price (Total of all Lump Sum)	\$ 1,766,020.84
---	-----------------

ARTICLE 4—RESERVED

ARTICLE 5—RESERVED

ARTICLE 6—TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

7.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. Bidder shall sign and submit the contract bond and other documents required by the Bid Documents within 15 calendar days after the date of the Owner's Notice of Award.

7.03 *Additive Alternate Bid(s)*

- A. Bidder acknowledges Additive Alternate Bid(s) provided herein shall remain valid for Owner to elect approval and authorization for 150 calendar days from Owner's Notice of Award.

7.04 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	June 1, 2026
2	June 10, 2026

3	June 17, 2026
4	June 23, 2026

Bidder shall insert Addendum Number and Addendum Date in the table above. Should additional space be needed, attach to end of Bid Form.

ARTICLE 8—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

8.01 Bidder's Representations

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, and any data and referenced items identified in the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with and has satisfied itself as to federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has obtained and carefully studied all reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the General Conditions, especially with respect to Technical Data in such reports and drawings. Reports include Subsurface Exploration and Geotechnical Engineering Evaluation and Topographic Survey Report.
5. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the General Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (3) Bidder's (Contractor's) safety precautions and programs.
6. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
7. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
8. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between the Site conditions and the Contract Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder (Contractor).
9. The Bidding Documents are sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

SOUTH DOCK ST.

ITB-20260127-5/RH-0-2026/JDG

ADDENDUM 1

June 1, 2026

TO: All Respondents

SUBJ: ITB-20260127-5/RH-0-2026/JDG

SOUTH DOCK ST.

QUESTIONS AND ANSWERS:

1. The construction documents do not directly state the location of the pre-bid meeting. Where, and to what address, will the pre-bid meeting be held on this Tuesday, June 2nd at 9 AM? Please advise.

ANS. On the Bid Cover sheet page 1, it says Non-Mandatory pre-submittal conference.

It states on the Invitation To Bid page 2 of 3 – June 2, 2026 at the virtual meeting indicated below at 9:00a.m. local time. The Microsoft Teams meeting link is also listed.

2. Bid Package: Do we provide just one paper only copy entitled “South Dock St.” to the Manatee County Port Authority at 300 Tampa Bay Way, Ste. 1 Palmetto, FL 34211? Or is there more required of the bid package to be turned in? Please clarify in detail and advise.

ANS. All the requirements are listed in the Instructions to Bidders. In Article 3-Qualification of Bidders 3.01-3.07. Pages 2&3 of 15. Bid Form - Article 2-Attachments to This Bid.

3. Could you please confirm that this bid is a Lump Sum bid, utilizing the “Bid Form For Construction Contract” document, and that bid items and quantities provided within the plans will not be provided in a bid form supplied by the Port Authority, and have no bearing or application to this bid? Please clarify and advise.

ANS. It states from the Bid Form that it's a Lump Sum Price. Article 3-Basis of Bid-Lump Sum Bid and Unit Prices

UPDATED GENERAL CONDITIONS IN BID DOCUMENTS – REMOVED THE EXTRA COLUMN.



Invitation to Bid: ITB-20260127-5/RH-0-2026/JDG
South Dock Street
Response Due Date: July 2nd, 2026 @ 2:00pm
Responses to Clarification Request: **ADDENDUM 2**
DATE: June 10, 2026

Question #4: Is Owner responsible for construction material testing fees on the project?

RESPONSE: Contractor is responsible for construction material testing fees. The owner at their discretion can have an independent test of materials if they so choose.

Question #5: Since the project limits are outside of the Port security fence, will Port credentials be required?

RESPONSE: No.

Question #6: What is the project budget?

RESPONSE: Project budget is not being provided.

Question #7: Is the Contractor required to purchase Railroad Liability Insurance?

RESPONSE: Yes, on sheet C-8, general note #4 contractor and all subcontractors (if applicable) shall procure and maintain railroad protective liability insurance and coverage of insurance before accessing CSX right-of-way (ROW). Refer to additional documents attached below responses from CSX.

Question #8: Is the pricing for the project Lump Sum?

RESPONSE: Yes. There is a Base Bid and an Alternate Bid.

Question #9: Will the project be invoiced on a monthly percent complete?

RESPONSE: Yes. A pay application will be provided to the Contractor for use each month.

Question #10: How is the stormwater pipe excavation and evaluation to be priced?

RESPONSE: Contractor is to price the excavation only in the Bid. Manatee County Port Authority (MCPA) is working to evaluate the issue to provide clarity on the

issue. Should additional information become available prior to the deadline for responses from MCPA, it will be presented in an Addendum.

Question #11: What is the anticipated Notice to Proceed (NTP) date?

RESPONSE: The project will be presented to the MCPA board of commissioners on August 13th, 2026. NTP will be submitted by August 21st, 2026, or sooner.

Question #12: What is the number of days to reach substantial completion – A. The Work will be substantially complete on or before November 30, 2026 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 30th day from the date of delivery of the final Punch List from the Owner to the Contractor.

RESPONSE: See response to Question #11 for date of NTP. Due to grant funding, the Contractor is required to process the final payment by December 29th, 2026. Therefore, substantial completeness must be done by November 30th, 2026, to allow time to process the invoice and payment by the deadline. MCPA's process is to allow the Contractor 30-days to complete the Punch List. The Contractor does not have to utilize the full 30-days to reach substantial completeness.

Question #13: Can the Bid Form be provided per the quantities in the plans?

RESPONSE: Refer to Question #8 response. Since project is Bid as a Lump Sum quantity, the Bid Form does not need to include all quantities for pricing.

CSX Documents

INSURANCE REQUIREMENTS

I. Insurance Policies:

Agency and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CG 24 17 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates (if permitted by state law).
3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
 - a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
 - b. CSX Transportation must be the named insured on the Railroad Protective Insurance Policy.
 - c. Name and Address of Contractor and Agency must appear on the Declarations page.
 - d. Description of operations must appear on the Declarations page and must match the Project description.

- e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.
 - f. Authorized endorsements may include:
 - (i). Broad Form Nuclear Exclusion - IL 00 21
 - (ii) 30-day Advance Notice of Non-renewal or cancellation
 - (iii) Required State Cancellation Endorsement
 - (iv) Quick Reference or Index - CL/IL 240
 - g. Authorized endorsements may not include:
 - (i) A Pollution Exclusion Endorsement except CG 28 31
 - (ii) A Punitive or Exemplary Damages Exclusion
 - (iii) A "Common Policy Conditions" Endorsement
 - (iv) Any endorsement that is not named in Section 4 (e) or (f) above.
 - (v) Policies that contain any type of deductible
- 5. All insurance companies must be A. M. Best rated A- and Class VII or better.
 - 6. The CSX OP number or CSX contract number, as applicable, must appear on each Declarations page and/or certificates of insurance.
 - 7. Such additional or different insurance as CSXT may require.

II. Additional Terms

- 1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

Insurance Department
CSX Transportation, Inc.
500 Water Street, C-907
Jacksonville, FL 32202

OR

insurancedocuments@csx.com
- 2. Neither Agency nor Contractor may begin work on the Project until it has received CSXT's written approval of the required insurance.

CERTIFICATE OF LIABILITY INSURANCE

Date: MM/DD/YY

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).

PRODUCER Phone: Fax: Name & Address of Producer	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: AM Best Rating A-, Or Better</td> <td>provide</td> </tr> <tr> <td>INSURER B: AM Best Rating A-, Or Better</td> <td>provide</td> </tr> <tr> <td>INSURER C: AM Best Rating A-, Or Better</td> <td>provide</td> </tr> <tr> <td>INSURER D: AM Best Rating A-, Or Better</td> <td>provide</td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: AM Best Rating A-, Or Better	provide	INSURER B: AM Best Rating A-, Or Better	provide	INSURER C: AM Best Rating A-, Or Better	provide	INSURER D: AM Best Rating A-, Or Better	provide
INSURER(S) AFFORDING COVERAGE	NAIC #										
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INSURER B: AM Best Rating A-, Or Better	provide										
INSURER C: AM Best Rating A-, Or Better	provide										
INSURER D: AM Best Rating A-, Or Better	provide										
INSURED Name & Address of Insured											

COVERAGES	CERTIFICATE NUMBER:	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.		
INSURER	TYPE OF INSURANCE	LIMITS
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☐ _____ GENERAL AGG. LIABILITY APPLIES PER: ☐ POLICY ☐ PROJECT ☒ LOC	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Anyone person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS -COMP/OP AGG
	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ☐ CA 20 70	COMBINED SINGLE LIMIT \$1,000,000 (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	☐ UMBRELLA FORM ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION	EACH OCCURRENCE AGGREGATE
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☒ WC STATUTORY LIMITS ☐ OTHER E.L.EACH ACCIDENT \$1,000,000 DISEASE - EA EMPLOYEE \$1,000,000 E.L.DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES
 CSX Transportation is listed as an Additional Insured.

CERTIFICATE HOLDER	CANCELLATION
CSX Transportation Insurance Compliance 500 Water Street, Speed Code J-907 Jacksonville, FL 32202 RenewalCOI@CSX.com	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Certificate Must be Signed

(Public Projects) Insurance Submittal Checklist

*** All insurers must be A.M. Best rated A-, or higher ***

COMMERCIAL GENERAL LIABILITY

Occurrence based policy	☐
\$5M policy limit (per occurrence)	☐
CSXT listed as Additional Insured	☐
Railroad Exclusion Endorsement included (ISO CG 24 17)	☐
<i>** If CGL policy does not have a railroad exclusion, please provide Coverage Form **</i>	

COMMERCIAL AUTO LIABILITY

\$1M Policy Limit (combined single limit)	☐
CSXT listed as Additional Insured	☐
Railroad Exclusion Endorsement included (ISO CA 20 70)	☐
<i>** If AL policy does not have railroad exclusion, please provide Coverage Form **</i>	

WORKERS COMPENSATION/EMPLOYER'S LIABILITY

(WC) Statutory Limits	☐
(EL) \$1M policy limit	☐
Waiver of subrogation (if permitted by law)	☐

RAILROAD PROTECTIVE LIABILITY

Policy limits of \$5M/\$10M	☐
CSX Transportation listed as Named Insured	☐
Entire RPL policy (policy is typically 30 – 40 pages)	☐
Name and Address of Contractor and Agency shown on the Declarations Page.	☐
Description of operations located on the Declarations Page	☐
Project description, location, and project/contract identification numbers match number(s) established by CSXT Public Projects	☐
** Refer to insurance requirements document for list of approved (RPL) endorsements **	



Invitation to Bid: ITB-20260127-5/RH-0-2026/JDG
South Dock Street
Response Due Date: July 2nd, 2026 @ 2:00pm
Responses to Clarification Request: **ADDENDUM 3**
DATE: June 17, 2026

Question #14: How many trains per day cross transverse the tracks within the work area in question?

RESPONSE: One (1) train per day.

Question #15: Are these daily trains classified as either: Freight, Passenger, Unscheduled, or any combination thereof?

RESPONSE: Freight.

Question #16: With regard to the daily train classification listed in number 2, do these trains classified pass through the work zone during our project work hours? If so, please indicate which classifications qualify?

RESPONSE: Train schedule is undetermined.

CSX Information

Insurance:

Include the CSX project description below within the “Description of Operations” field on the COI and on the Declarations page of the RPL Policy:

- **FL3234; Palmetto, Manatee Co, FL; S Dock St Roadway Improvements & Crossing Surface Replacement within the CSX ROW; 621516J; Florida Division; Palmetto Subdivision; AZA 906.62**
- Certificate of Liability Insurance (COI)
 - Include
 - Additional insured for General Liability and Auto Liability endorsement (separate sheets)
 - Waiver of Subrogation for Worker’s comp endorsement (separate sheet)
 - **Be sure that the CSX project description (shown above) is stated in the Description of Operations field.**
 - **CSX must be stated as additional insured in the Description of Operations field.**
 - COI should look exactly like the attached example.
- Full RPL Policy (roughly 30-40 pages in length) – *unless General & Auto Liability includes endorsement covering work within 50 feet of a railroad (ISO CG 24 17 & CA 20 70)*
 - **Be sure that the CSX project description (shown above) is stated under Job Location on the Declarations page.**
- Please be sure all forms/certificates are signed.
- Entire CSX Insurance Requirement package to be submitted together. Less than complete submittals will result in review delays.

Means and Methods – should include a **safety/emergency action plan, contact list, and schedule.**

- **Means and Methods:**
 - The Contractor shall develop a detailed submission indicating the progression of work with specific times when tasks will be performed for work activities that are on or in the vicinity of the CSX property. This submission may require a walkthrough at which time CSX and/or the Representative will be present. Work will not be permitted to commence until the Contractor has provided CSX with a satisfactory plan that the

project will be undertaken without scheduling, performance, or safety related issues.

- Provide a listing of the anticipated equipment to be used, the location of all equipment to be utilized, and ensure a contingency plan of action is in place should a primary piece of equipment malfunction. The narrative shall address project level coordination and day to day, specific work operations including crane and equipment operations, erection plans and temporary works. Please provide cut-sheets or specifications for heavy equipment to be utilized on CSX property.
- Provide a detailed narrative discussing the coordination of project safety issues between Contractor, CSX and the Representative.
- Include the measures and steps to be taken in the event of an emergency at the project site, which may be on or impact the CSX ROW, **including contact information in proposed writeup for the CSX Public Safety Coordination Center at 800-232-0144 for emergency situation response, environmental contamination issues or spills, and other incidents at site. Location: S Dock Street, DOT 621516J / CSX Milepost AZA 906.62.**
- All work in the vicinity of CSX property that has the potential of affecting CSX train operations must be submitted and approved by CSX prior to work being performed.
- **Construction Schedule:**
 - Submit a detailed construction schedule for the duration of the project clearly indicating the time periods while working on and around CSX right-of-way. As the work progresses, this schedule shall be updated and resubmitted as necessary to reflect changes in work sequence, duration, and method, etc.
- **Please Note:**
 - The Means & Methods, Safety/Emergency Action Plan, Emergency Contact List, and Construction Schedule **must be submitted as a document**. An email response will **not** be accepted. If additional guidance is needed, please reference the submission requirements outlined in the CSX Public Projects Manual, under the Construction Submission Criteria section, or feel free to reach out to me at any time.
- **Benesch CE&I (CSX Representative) Contacts:**
 - Steve Price, Benesch Sr. Public Project Manager 904-571-1526
 - Tommy Termer, Benesch Construction Manager 904-536-0278

ADDITIONAL DESIGN INFORMATION:

An evaluation of the “Washout Area” east of Reeder Rd. near STA. 20+30, 55.00’ RT, was performed. The washout was caused by the failure of an 18” CMP running north from the ditch along the eastside of Reeder Rd. south of the Begin Reconstruction at STA. 20+10.22, 68.84’ RT. From the washout, the following scope needs to be added:

- Excavate to a depth of +/- 5’ for +/- 35’ south (approximately STA. 20+30, 90.00’ RT)
- Remove and replace 18” CMP stormwater pipe and connect to existing RCP running east and west and seal connection
- Backfill and compact per project requirements



Question #17: The plans appear to have only 3 runs of the same pipe for part of the stormwater scope of work. Plan sheet 3 in the structure data table lists 430-17-5166 Pipe Culvert, Opt Material, Round, 66" S/CD measuring 144 LF. However, plan sheets 12, 18, 55, 64, & 68 depict 3 runs of 48 LF, equating to 144 LF, of 53"x34" sized pipe. No 66" Round pipe can be found anywhere within the plan set. Is there any 66" round storm pipe scoped for this project?

Or is the data table found on plan sheet 3 incorrect and is supposed to represent the 53"x34" sized pipe? Please clarify and advise.

RESPONSE: The pay item found on Plan Sheet 3 should be 0430175242 Pipe Culvert, Optional Material, Other Shape – Elip/Arch, 42" S/CD for a total of 144 LF.

Question #18: Plan sheets 3 & 4 includes a data tables with various possible scope items. On plan sheet 3, Included in this data table for the base bid plans, is Clearing & Grubbing with a measured quantity of 2.23 AC, Litter Removal with a measured quantity of 11.62 AC, and Mowing with the same measured quantity of 11.62 AC. On plan sheet 4, Included in the add alternate bid plans is, Clearing and Grubbing with a measured quantity of 0.51 AC, Litter Removal with a measured quantity of 2.80 AC, and Mowing with a measured quantity of 2.80 AC. However, the project specifications do not include any information for Litter Removal nor Mowing. FDOT Specifications includes specifications related to Litter Removal & Mowing. By FDOT specifications, the method of measurement for litter removal and mowing in Section 107, is stated as..."The quantity to be paid will be the project area shown in the Contract Documents, in acres, for each litter removal or mowing cycle completed and accepted..." The quantities given for litter removal and mowing do not divide evenly, nor do they equate to any area associated with clearing and grubbing, sodding, disturbed areas, combinations thereof, etc. Is Litter Removal and Mowing part of the scope of work for this project. If so, how will the area be determined as the only specifications currently referenced refer back to..." as shown in the contract documents."? Please clarify in detail and advise on how to calculate areas for litter removal and mowing specifically for this project if required.

RESPONSE: Measurement calculations should consist of simple areas that represent the average widths from the edge of travel-ways to the right-of-way lines, using the beginning-to-end station for length. Account for number of cycles completed. No field measurements, deductions, or partial area measurement will be made.

Question #19: Does the scope of work include permanent Type "B" 7.1'-8' with Barb Wire Attachment or is this fence slated as temporary. Plan sheets 10, 53, & 62 appear to show the approximate length from the data table on sheet 3, of the Type "B" 7.1'-8' with Barb Wire Attachment, to be temporary during the construction of the proposed ditch beginning at STA 26+89, 104' LT. However,

notes and leaders state..."Existing Fence to be removed and reinstalled as needed to construct proposed ditch..." If we are reinstalling the fence, is there any portion of proposed permanent Type "B" 7.1'-8' with Barb Wire Attachment? Please clarify and advise.

RESPONSE: The intent is to replace this section of fence with new fence as it is to conform to the proposed ditch. During construction, please ensure perimeter fence security is maintained.

Question #20: Who owns any excess soil generated by this project? Should the port want to keep any excess soil generated by this project, to what specific location will this material be stockpiled? Please clarify and advise.

RESPONSE: Any excess material will be stored on Port property east of the Container Yard. Maximum distance to stockpile area is 1.25-miles. This will require Port access, which will be coordinated with Security. If

Question #21: Plan sheets 3 & 73 include data tables showing 1 LS for "Painter Pavement Markings, Final Surface" in the base bid. However, this "Painter Pavement Markings, Final Surface" is absent from plan sheets 4 & 73 in the data table. Does the new asphalt for the bid add alternate not need "Painter Pavement Markings, Final Surface" before permanent thermoplastic striping is placed? Please clarify and advise.

RESPONSE: Please include 0710-90 PAINTED PAVEMENT MARKINGS, FINAL SURFACE with the bid alternate.

Question #22: Does the project base material need to be FDOT certified materials and sources? Please advise.

RESPONSE: Yes.

Question #23: When analyzing the bore logs within the project specifications, the materials and thicknesses show some discrepancies. The bore logs from the geotechnical report, contain the following information from the surface to 5' below: AB-1 Fine Sand with Silt (SP-SM), AB-2 Fine Sand (SP), AB-3 Fine Sand with Clay (SP-SC), and AB-4 Fine Sand with Clay. From the geotechnical report, each of these "AB" designations appear to have a corresponding "C" core designation provided with a base thickness and material not represented in the "AB" information. Cores C-1 through C-3 list base thickness of 11.5"-12" thick lime rock base, and Core C-4 lists a base

thickness of 6" of asphalt. The lime rock base and asphalt base are not stated in the "AB" borings. Can lime rock base and asphalt material under the roadways as listed in C-1 through C-4 be confirmed vs. the "AB" borings? If the "AB" soil is more representative of the base material under the roadway, is the soil under the roadway treated with any sort of soil cement application?

RESPONSE: The auger boring profiles have been modified to show pavement section in the profile. The soil under the roadway base was not observed to include soil cement. See attached revised report.

Question #24: When analyzing the bore logs within the project specifications, AB-6 indicates unsuitable clay soil from about 3' below the existing surface, approximately 1' thick, down to 4' below the existing surface. Also, bore B-1 indicates unsuitable clay soil from approximately 4.5' below the existing surface, approximately 3' thick, down to 7.5' below the existing surface. B-1 does not appear to be located in the existing roadway but may be indicative of soil very nearby under the existing roadway. The proposed full depth roadway section the materials and thicknesses with asphalt and granular base is 19.5" thick or 14" thick with asphalt and B-12.5 asphalt base. FDOT Standard Plan Index 120-002 page 2 show the removal of "Plastic Materials" within 24" of the bottom of the proposed base. By applying FDOT Index 120-002 at location AB-6, the proposed bottom of base would be within the 24" threshold as indicated and would be subject to removal under FDOT Standard Plans and Specifications. The application does not appear to be the same for location B-1, as long as the depth of the existing clay holds true. Moreover, the project specifications and the geotechnical report, appear to make no mention of the removal of unsuitable soil, nor the replacement of what would be considered suitable soil. The following questions are developed from the listed information:

1. Are we to remove the identifiable unsuitable soil found at location AB-6 and as applied by FDOT Index 120-002?
2. If removal of this identified unsuitable soil is required and due to the limited number of bores, would you be able to provide an applied limit on the unsuitable material required to be removed and replaced for bidding purposes?
3. If removal and replacement of this identified unsuitable soil is required,

would you please provide specifications for acceptable replacement material and quantities for bidding purposes?

4. How will unsuitable soil be addressed and/or compensated for removal and replacement if encountered in areas not specifically indicated on within the project documents?

Please clarify in detail and advise.

RESPONSE: The soil classification for the roadway borings have been changed from ASTM Unified Soil Classifications to AASHTO classification, as typically provided for roadway borings. Only Stratum 6 soils (AASHTO Classification A-4) are Plastic, as defined by FDOT Index No. 120-001. The top of those soils in AB-6 are shown to be about 3.2 feet below the ground surface. We understand new asphalt and base may be constructed that includes 19.5 inches (1.6 feet) of pavement and asphalt. This resulting pavement surface and base extends about 1.6 feet below the ground surface. The top of the Plastic (clay) layer at this location is about 1.6 feet below the bottom of the pavement base. FDOT Standard Index 120-001 requires at least 2.0 feet from the bottom of the pavement base to the top of any plastic soils, but the bottom of page 2 of this standard also allows this distance to be reduced to 1.5 feet for “minor collectors and local facilities.” We don’t recommend excavating two feet of material to remove possibly 0.4 feet of plastic soils, as the lower separation of 1.5 feet can be justified.

Question #25: Could you please confirm, for the base bid, white paint is to be installed for island nose areas, instead of yellow paint. Please clarify and advise.

RESPONSE: Yellow paint with Y/Y RPMs are to be used on the west nose and white paint with MD/W RPMS are to be used on the east nose per FDOT Standard Plans Index 706-001-1.

Question #26: Can information be provided on what the expected duration will be for CSX to install the new crossing improvements at the west track location?

RESPONSE: CSX has indicated that the installation of the crossing will take seven (7) days, as a worst-case scenario. CSX has not provided a schedule for the work to-date.

Question #27: Referencing the Summary of Pay Items on plan sheets 3 and 4. The Base Bid and Bid Alternat 1, both have pay items for, “Performance Turf, Sod and Soil-

Shoulder Treatment, Index 570-010". I cannot find on the plans any call out for where Sod and Soil-Shoulder Treatment is to be installed. Can the location for this treatment be provided? Index 570-010 has two options, Treatment 1 and Treatment 2, which treatment is to be utilized? Please advise.

RESPONSE: Typical section shows shoulder sod 4' from edge of pavement. The regular sod is outside of this limit. See below for graphical display. Also, reference sheet Shoulder Sodding and Turf on Existing Facilities – graphic also below. Treatment 1 is for areas that are being milled and resurfaced only. Treatment 2 is for areas that are being reconstructed.

10. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
 2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
 3. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
 4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - b. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - c. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - d. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- B. All required sales and use taxes are included in the stated Bid prices for the Work unless provision is made herein for the Bidder to separately itemize the estimated amount of sales tax.
- C. If awarded a Contract, the Bidder shall comply with the Florida Trench Safety Act, Florida Statutes 33-553.60 through 33-553.64, and applicable trench safety standards shall be complied with.
- D. Bidder is not currently and has not been on the convicted vendor list within the last 36 months.
- E. Bidder is not on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, or on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria.
- F. Bidder is and will comply with all local, state, federal directives, orders, and Laws and Regulations as applicable to this Bid and Contract including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE) and OSHA.

- G. Bidder will submit written evidence of its authority to do business in the State of Florida no later than the date of its execution of the Agreement.
- H. Bidder certifies, represents, and warrants that it is not affiliated with a foreign country of concern, as such countries are identified in section 287.138(1), Florida Statutes. Bidder certifies, represents, and warrants that: (a) Bidder is not owned by a foreign country of concern; (b) the government of a foreign country of concern does not have a controlling interest in Bidder; and (c) Bidder is not organized under the laws of or has its principal place of business in a foreign country of concern.

8.03 Bidders Particulars

Bidder's Business Address for giving Notice: 1101 9th Ave. East Bradenton, FL 34208

Phone No.: (941) 358-393 FAX No.: (941) 358-8395

Email: rick.cripe@landmarksvcs.com

Name(s) of Contractor: Landmark Services of Southwest Florida, Inc.

Job Site Field Representative(s): Joseph Martin, Jeremy Jetton, & Mark Albrecht

BID SUBMITTED on July 2, 2026

Florida Contractor's License No.: CGC1509371

Contractor's License Class (where applicable): General Contractor

This Bid is submitted on 2nd day of July, 2026, by:

If Bidder is an individual:

Name (Typed or printed) N/A

By (signature) N/A

Doing Business As: N/A

If Bidder is a partnership:

Partnership Name N/A (SEAL)

By (signature) N/A

(Signature of general partner - attach evidence of authority to sign)

Name (Typed or printed): N/A

If Bidder is a corporation:

Corporation Name: Landmark Services of Southwest Florida, Inc. (SEAL)

State of Incorporation: Florida

Type (General Business, Professional Service, Limited Liability): General Business, Contractor

By



(Signature - attach evidence of authority to sign)

Name (typed or printed): Rick Cripe

Title: President

(CORPORATE SEAL)

Attest: Zachary Braun Zachary Brown

(Signature of Corporate Secretary)

Date of Qualification to do business is: May 15, 2006

If Bidder is a Corporation, attach a certified copy of corporate resolutions of the Board of Directors of the Corporation authorizing an officer of the Corporation to execute the Agreement contained within this document on behalf of the Corporation.

If Bidder is a Joint Venture

Joint Venturer Name: N/A (SEAL)

By: N/A

(Signature of joint venture partner - attach evidence of authority to sign)

Name (typed or printed): N/A

Title: N/A

Name (typed or printed): N/A

Title: N/A

Name (typed or printed): N/A

Title: N/A

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

SEAPORT MANATEE
SOUTH DOCK ST.

TRENCH SAFETY AFFIDAVIT
ITB-20260127-5/RH-0-2026/JDG
DATE: 05/29/2026

TRENCH SAFETY AFFIDAVIT (SWORN STATEMENT)

The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the Project.

Bidder acknowledges and issues this sworn statement that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

Trench Safety Item (Description)	Cost
TOTAL \$ <u>208,808.81</u>	

THIS IS NOT A PAY ITEM: The purpose of this form is to gather information on the costs associated with trench safety measures and to insure that the Bidder has considered these costs and included them in the Total Estimated Base Bid and the Total Estimated Additive Alternate Bid. Company will not receive additional payment if actual quantities differ from those estimated or if the Company uses a safety measure different than those listed.

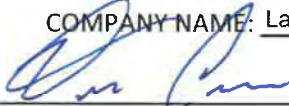
The undersigned assures that the entity will comply with the applicable Trench Safety Standards and agrees to indemnify and hold harmless the Owner and Engineer, and any of their agents or employees from any claims arising from the failure to comply with said standard.

The undersigned, in submitting this Bid, represents that he has reviewed and considered all available geotechnical information and made such other investigations and tests as he may deem necessary to adequately design the trench safety system he will utilize on this Project.

FAILURE TO COMPLETE THE ABOVE SHALL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.

COMPANY NAME: Landmark Services of Southwest Florida, Inc.

DATE: July 2, 2026

BY:  Rick Cripe

TITLE: President

STATE OF FLORIDA
COUNTY OF Manatee

The foregoing instrument was sworn and subscribed before me by means of ☐ physical presence or ☒ online notarization this 2nd day of July 2026, by Rick Cripe, who is personally known to me or has produced _____ as identification.

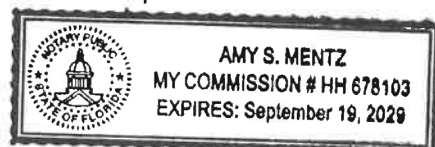
(Seal)

Notary Public

Print Name: Amy Mentz

My commission expires:

END OF SECTION



Anti-Human Trafficking Affidavit

Instructions: This form must be completed by an officer or representative of an entity entering into, renewing, or extending, a contract with SeaPort Manatee.

The undersigned, on behalf of Landmark Services of Southwest Florida, Inc ("Contractor"), hereby attests as follows:

- A.** Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the SeaPort Manatee from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined as follows:
- **"Coercion"** means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.
 - **"Labor"** means work of economic or financial value.
 - **"Services"** means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.
- B.** Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, hereby represent that I make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of Vendor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.**

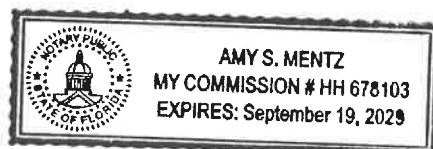
Authorized Signature: [Signature] Date: July 2, 2026
Printed Name: Rick Cripe Title: President

STATE OF Florida
COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2nd day of July, 2026, by Rick Cripe, as President on behalf of the company/corporation. They ☒ are personally known to me or ☐ have produced _____ as identification.

[Signature]
Signature of Notary Public
Amy Mentz

Name of Notary Typed, Printed or Stamped My
Commission Expires: _____



Tim Knisely

From: Tim Knisely
Sent: Thursday, June 25, 2026 8:16 AM
To: cbeckham; mfmp@iconconstructionus.com; keimgmtgroup; kward; amiliani; gyo; cpierre; dlfservicesllc; Alexandra
Subject: RE: Port Manatee - South Dock Street Quote Request *

All,

If you would, please review and provide a quote for the Port Manatee – South Dock Street Paving project. The site is located in Manatee County just before entering Port Manatee, on South Dock Street from US 41 west to Reeder Road.

Please use the Schedule of Values found in the project files for pay item associated with your proposals. The bid is a Lump Sum bid, but we will be organizing our proposal around the pay items listed in the files and on plan sheets 3 & 4 of the plan set.

We are requesting quotes for the following scope items: Concrete, Asphalt & Milling, and sodding.

I have also included a OneDrive link herein if you are unable to download the documents from my other email already sent, or from this link, please let me know as soon as possible.

 [Port Manatee - South Dock Street](#)

Our request is to receive your quote no later than Thursday, June 25, 2026, by the end of business (if not sooner).

Please confirm receipt of this email.

If you have any questions or concerns, please do not hesitate to contact me via email or on my cell at (727) 304-0022.

Thanks,

Tim

From: Tim Knisely <tim.knisely@landmarksvcs.com>
Sent: Monday, June 22, 2026 10:35 AM
To: cbeckham <cbeckham@gcservicescorp.com>; mfmp@iconconstructionus.com; keimgmtgroup <keimgmtgroup@gmail.com>; kward <kward@mconconstruction.net>; amiliani <amiliani@milianiconstruction.com>; gyo <gyo@concretepro-inc.com>; cpierre <cpierre@horizongclllc.com>; dlfservicesllc <dlfservicesllc@gmail.com>; Alexandra <Alexandra@agro-turf.com>
Subject: Port Manatee - South Dock Street Quote Request *

All,

If you would, please review and provide a quote for the Port Manatee – South Dock Street Paving project. The site is located in Manatee County just before entering Port Manatee, on South Dock Street from US 41 west to Reeder Road.

Please use the Schedule of Values found in the project files for pay item associated with your proposals. The bid is a Lump Sum bid, but we will be organizing our proposal around the pay items listed in the files and on plan sheets 3 & 4 of the plan set.

We are requesting quotes for the following scope items: Concrete, Asphalt & Milling, and sodding.

I have also included a OneDrive link herein if you are unable to download the documents from my other email already sent, or from this link, please let me know as soon as possible.

 [Port Manatee - South Dock Street](#)

Our request is to receive your quote no later than Thursday, June 25, 2026, by the end of business (if not sooner).

Please confirm receipt of this email.

If you have any questions or concerns, please do not hesitate to contact me via email or on my cell at (727) 304-0022.

Thanks,

Tim



Tim Knisely

Estimator/Project Manager
600 8th Ave W Suite 400
Palmetto
FL, 34221

O: 727-304-0022

E: tim.knisely@landmarksvcs.com

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Tim Knisely

From: Tim Knisely
Sent: Monday, June 22, 2026 10:35 AM
To: cbeckham; mfm@iconconstructionus.com; keimgmtgroup; kward; amiliani; gyo; cpierre; dlfservicesllc; Alexandra
Subject: Port Manatee - South Dock Street Quote Request *

All,

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 [Port Manatee - South Dock Street](#)

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Tim Knisely

From: Microsoft Outlook
To: cpierre
Sent: Thursday, June 25, 2026 8:16 AM
Subject: Undeliverable: RE: Port Manatee - South Dock Street Quote Request *

mx1-us1.ppe-hosted.com rejected your message to the following email addresses:

[cpierre \(cpierre@horizongclllc.com\)](mailto:cpierre@horizongclllc.com)

The recipient's email address isn't correct. Please check the email address and try to resend the message. If the problem continues, contact your email admin.

mx1-us1.ppe-hosted.com gave this error:
<cpierre@horizongclllc.com>: Recipient address rejected: Domain not found

Diagnostic information for administrators:

Generating server: DM4PR15MB5501.namprd15.prod.outlook.com

cpierre@horizongclllc.com
mx1-us1.ppe-hosted.com
Remote server returned '550 5.1.2 <cpierre@horizongclllc.com>: Recipient address rejected: Domain not found'

Original message headers:

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Received: from SJ0PR03CA0064.namprd03.prod.outlook.com (2603:10b6:a03:331::9)
by DM4PR15MB5501.namprd15.prod.outlook.com (2603:10b6:8:b6::21) with
Microsoft SMTP Server (version=TLS1_2,
cipher=TLS_ECDHE_RSA_WITH_AES_256_GCM_SHA384) id 15.21.159.17; Thu, 25 Jun
2026 12:16:15 +0000
Received: from MWH0EPF000A6730.namprd04.prod.outlook.com
(2603:10b6:a03:331:cafe::92) by SJ0PR03CA0064.outlook.office365.com
(2603:10b6:a03:331::9) with Microsoft SMTP Server (version=TLS1_3,
cipher=TLS_AES_256_GCM_SHA384) id 15.21.159.15 via Frontend Transport; Thu,
25 Jun 2026 12:16:15 +0000
X-MS-Exchange-Authentication-Results: spf=pass (sender IP is 191.237.4.149)
smtp.mailfrom=landmarksvcs.com; dkim=none (message not signed)
header.d=none; dmarc=pass action=none header.from=landmarksvcs.com;
Received-SPF: Pass (protection.outlook.com: domain of landmarksvcs.com
designates 191.237.4.149 as permitted sender)
receiver=protection.outlook.com; client-ip=191.237.4.149;
helo=us1.smtp.exclaimer.net; pr=C
Received: from us1.smtp.exclaimer.net (191.237.4.149) by
MWH0EPF000A6730.mail.protection.outlook.com (10.167.249.22) with Microsoft
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Received: from BYAPR08CU003.outbound.protection.outlook.com (40.93.1.104) by
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cipher=TLS_ECDHE_RSA_WITH_AES_256_GCM_SHA384) id 15.21.159.16; Thu, 25 Jun
2026 12:16:05 +0000
Received: from SA3PR15MB6100.namprd15.prod.outlook.com
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([fe80::450b:b3c:e397:794a%6]) with mapi id 15.21.0139.018; Thu, 25 Jun 2026
12:16:05 +0000
From: Tim Knisely <tim.knisely@landmarksvcs.com>
To: cbeckham <cbeckham@gcservicescorp.com>, "mfmp@iconconstructionus.com"
<mfmp@iconconstructionus.com>, keimgmtgroup <keimgmtgroup@gmail.com>, kward
<kward@mconconstruction.net>, amiliani <amiliani@milianiconstruction.com>,
gyo <gyo@concretepro-inc.com>, cpierre <cpierre@horizongc1llc.com>,
dlfservicesllc <dlfservicesllc@gmail.com>, Alexandra
<Alexandra@agro-turf.com>
Subject: RE: Port Manatee - South Dock Street Quote Request *
Thread-Topic: Port Manatee - South Dock Street Quote Request *
Thread-Index: Ad0CVBnMPWLulE0lSaSPPg4fYvnxgQCSDT8Q
Date: Thu, 25 Jun 2026 12:16:04 +0000
Message-ID:
<SA3PR15MB6100FEF936E712D6020E7F6883EC2@SA3PR15MB6100.namprd15.prod.outlook.com>

References:
<SA3PR15MB6100C23200D89091EE4D5AD183EF2@SA3PR15MB6100.namprd15.prod.outlook.com>
In-Reply-To:
<SA3PR15MB6100C23200D89091EE4D5AD183EF2@SA3PR15MB6100.namprd15.prod.outlook.com>
Accept-Language: en-US
Content-Language: en-US
X-MS-Has-Attach: yes
X-MS-TNEF-Correlator:
Authentication-Results-Original: dkim=none (message not signed)
header.d=none;dmARC=none action=none header.from=landmarksvcs.com;
x-ms-trafficTypediagnostic:
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X-MS-Office365-Filtering-Correlation-Id: 999927dd-8799-468b-44f0-08ded2b38c76
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X-MS-Exchange-Transport-CrossTenantHeadersStamped: MW4PR15MB4364
Return-Path: tim.knisely@landmarksvcs.com
X-EOPAttributedMessage: 0
X-MS-Exchange-Transport-CrossTenantHeadersStripped:
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X-MS-PublicTrafficType: Email
X-MS-Office365-Filtering-Correlation-Id-Prvs:
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.net;PTR:us1.smtp.exclaimer.net;CAT:NONE;SFS:(13230040)(36860700016)(82310400026)(3504269
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X-OriginatorOrg: landmarksvcs.com
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4caf-91f4-71c27452088a;Ip=[191.237.4.149];Helo=[us1.smtp.exclaimer.net]
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X-MS-Exchange-CrossTenant-AuthAs: Anonymous
X-MS-Exchange-CrossTenant-FromEntityHeader: HybridOnPrem
X-MS-Exchange-Transport-CrossTenantHeadersStamped: DM4PR15MB5501

Tim Knisely

From: Microsoft Outlook
To: cpierre
Sent: Monday, June 22, 2026 10:35 AM
Subject: Undeliverable: Port Manatee - South Dock Street Quote Request *

mx1-us1.ppe-hosted.com rejected your message to the following email addresses:

[cpierre \(cpierre@horizongclllc.com\)](mailto:cpierre@horizongclllc.com)

The recipient's email address isn't correct. Please check the email address and try to resend the message. If the problem continues, contact your email admin.

mx1-us1.ppe-hosted.com gave this error:
<cpierre@horizongclllc.com>: Recipient address rejected: Domain not found

Diagnostic information for administrators:

Generating server: DS7PR15MB5911.namprd15.prod.outlook.com

cpierre@horizongclllc.com
mx1-us1.ppe-hosted.com
Remote server returned '550 5.1.2 <cpierre@horizongclllc.com>: Recipient address rejected: Domain not found'

Original message headers:

ARC-Seal: i=1; a=rsa-sha256; s=arcselector10001; d=microsoft.com; cv=none;

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ARC-Message-Signature: i=1; a=rsa-sha256; c=relaxed/relaxed; d=microsoft.com;
s=arcselector10001;
h=From:Date:Subject:Message-ID:Content-Type:MIME-Version:X-MS-Exchange-AntiSpam-
MessageData-ChunkCount:X-MS-Exchange-AntiSpam-MessageData-0:X-MS-Exchange-AntiSpam-
MessageData-1;
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55S7qLgv3zow8FluGjTPNDUbykKLn+wCOfq6r97a4UgwF2elzi8HNJkmhfdiAhRS8FK9v/1KL9m/UiavoKyofs9da
04MrvQn3zgEteBNapiYGVj28y91Z3NaFxzNEz3XxruTSeSJnallWDNV5GMejyDMB+1SrJabJelWzw==
ARC-Authentication-Results: i=1; mx.microsoft.com 1; spf=pass (sender ip is
104.209.35.28) smtp.rcpttodomain=gcservicescorp.com
smtp.mailfrom=landmarksvcs.com; dmarc=pass (p=reject sp=reject pct=100)
action=none header.from=landmarksvcs.com; dkim=none (message not signed);
arc=none (0)

DKIM-Signature: v=1; a=rsa-sha256; c=relaxed/relaxed; d=landmarksvcs.com;
s=selector1;
h=From:Date:Subject:Message-ID:Content-Type:MIME-Version:X-MS-Exchange-SenderADCheck;
bh=HiuVwNi9g6mA3qXgcL9k6mU3qc+V2sB2wAVxgeD6rSo=;

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Received: from BN0PR07CA0019.namprd07.prod.outlook.com (2603:10b6:408:141::9)
by DS7PR15MB5911.namprd15.prod.outlook.com (2603:10b6:8:e2::14) with
Microsoft SMTP Server (version=TLS1_2,
cipher=TLS_ECDHE_RSA_WITH_AES_256_GCM_SHA384) id 15.21.139.20; Mon, 22 Jun
2026 14:35:07 +0000
Received: from BL02EPF0001A0FF.namprd03.prod.outlook.com
(2603:10b6:408:141:cafe::79) by BN0PR07CA0019.outlook.office365.com
(2603:10b6:408:141::9) with Microsoft SMTP Server (version=TLS1_3,
cipher=TLS_AES_256_GCM_SHA384) id 15.21.139.20 via Frontend Transport; Mon,
22 Jun 2026 14:35:06 +0000
X-MS-Exchange-Authentication-Results: spf=pass (sender IP is 104.209.35.28)
smtp.mailfrom=landmarksvcs.com; dkim=none (message not signed)
header.d=none; dmarc=pass action=none header.from=landmarksvcs.com;
Received-SPF: Pass (protection.outlook.com: domain of landmarksvcs.com
designates 104.209.35.28 as permitted sender)
receiver=protection.outlook.com; client-ip=104.209.35.28;
helo=us2.smtp.exclaimer.net; pr=C
Received: from us2.smtp.exclaimer.net (104.209.35.28) by
BL02EPF0001A0FF.mail.protection.outlook.com (10.167.242.106) with Microsoft
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15.21.159.10 via Frontend Transport; Mon, 22 Jun 2026 14:35:04 +0000
Received: from DM5PR08CU004.outbound.protection.outlook.com (40.93.13.97) by
us2.smtp.exclaimer.net (104.209.35.28) with Exclaimer Signature Manager
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tlscipher=TLS_DIFFIEHELLMAN_WITH_AES256_NONE); Mon, 22 Jun 2026 14:35:05
+0000
X-ExclaimerHostedSignatures-MessageProcessed: true
X-ExclaimerProxyLatency: 20289939
X-ExclaimerImprintLatency: 2679333
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Received: from SA3PR15MB6100.namprd15.prod.outlook.com (2603:10b6:806:303::21)
by PH3PPF58FCD03E5.namprd15.prod.outlook.com (2603:10b6:518:1::4a6) with
Microsoft SMTP Server (version=TLS1_2,
cipher=TLS_ECDHE_RSA_WITH_AES_256_GCM_SHA384) id 15.21.139.20; Mon, 22 Jun
2026 14:34:50 +0000
Received: from SA3PR15MB6100.namprd15.prod.outlook.com
([fe80::450b:b3c:e397:794a]) by SA3PR15MB6100.namprd15.prod.outlook.com
([fe80::450b:b3c:e397:794a%6]) with mapi id 15.21.0139.018; Mon, 22 Jun 2026
14:34:50 +0000
From: Tim Knisely <tim.knisely@landmarksvcs.com>
To: cbeckham <cbeckham@gcservicescorp.com>, "mfmp@iconconstructionus.com"
<mfmp@iconconstructionus.com>, keimgmtgroup <keimgmtgroup@gmail.com>, kward
<kward@mconconstruction.net>, "amiliani@milianiconstruction.com"
<amiliani@milianiconstruction.com>, gyo <gyo@concretepro-inc.com>, cpierre
<cpierre@horizongclllc.com>, "dlfservicesllc@gmail.com"
<dlfservicesllc@gmail.com>, "Alexandra@agro-turf.com"
<Alexandra@agro-turf.com>
Subject: Port Manatee - South Dock Street Quote Request *
Thread-Topic: Port Manatee - South Dock Street Quote Request *
Thread-Index: Ad0CVBnMPWLulE0lSaSPPg4fYvnxgQ==
Date: Mon, 22 Jun 2026 14:34:50 +0000
Message-ID:
<SA3PR15MB6100C23200D89091EE4D5AD183EF2@SA3PR15MB6100.namprd15.prod.outlook.com>

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Content-Language: en-US
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X-MS-TNEF-Correlator:
Authentication-Results-Original: dkim=none (message not signed)
header.d=none;dmARC=none action=none header.from=landmarksvcs.com;
x-ms-traffictypediagnostic:
SA3PR15MB6100:EE_|PH3PPF58FCD03E5:EE_|BL02EPF0001A0FF:EE_|DS7PR15MB5911:EE_|
X-MS-Office365-Filtering-Correlation-Id: 1927c6e2-e64f-4f23-cbb3-08ded06b73ff
X-LD-Processed: 1e562de6-d643-4caf-91f4-71c27452088a,ExtAddr,ExtAddr
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X-MS-Exchange-AntiSpam-Relay: 0
X-Microsoft-Antispam-Untrusted:
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6|8096899003|4053099003|38070700021;
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type="multipart/alternative"
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Return-Path: tim.knisely@landmarksvcs.com
X-EOPAttributedMessage: 0
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BL02EPF0001A0FF.namprd03.prod.outlook.com
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X-Microsoft-Antispam:
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.net;PTR:us2.smtp.exclaimer.net;CAT:NONE;SFS:(13230040)(1800799024)(7149299003)(368607000
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X-MS-Exchange-CrossTenant-OriginalArrivalTime: 22 Jun 2026 14:35:04.6726
(UTC)
X-MS-Exchange-CrossTenant-Network-Message-Id: 1927c6e2-e64f-4f23-cbb3-08ded06b73ff
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X-MS-Exchange-CrossTenant-OriginalAttributedTenantConnectingIp: TenantId=1e562de6-d643-
4caf-91f4-71c27452088a;Ip=[104.209.35.28];Helo=[us2.smtp.exclaimer.net]
X-MS-Exchange-CrossTenant-AuthSource:
BL02EPF0001A0FF.namprd03.prod.outlook.com
X-MS-Exchange-CrossTenant-AuthAs: Anonymous
X-MS-Exchange-CrossTenant-FromEntityHeader: HybridOnPrem
X-MS-Exchange-Transport-CrossTenantHeadersStamped: DS7PR15MB5911

Tim Knisely

From: Mail Delivery System <mailer-daemon@ppe-hosted.com>
To: kward@mconconstruction.net
Sent: Thursday, June 25, 2026 8:16 AM
Subject: Undeliverable: Port Manatee - South Dock Street Quote Request *

This is the PPE Hosted Dispatch mail system.

PPE Hosted tried to deliver your email message, but was unable to do so for reasons outside our control.

We recommend contacting the person or service responsible for looking after the recipient domain's email server directly.

The last error message we have available from the recipient's server is included right below, along with an extract of your email:

```
<kward@mconconstruction.net>: host mx1.emailsrvr.com[146.20.161.1] said: 550  
5.1.1 <kward@mconconstruction.net>: Email address could not be found, or  
was misspelled (G8) (in reply to RCPT TO command)
```

Tim Knisely

From: Mail Delivery System <mailer-daemon@ppe-hosted.com>
To: kward@mconconstruction.net
Sent: Monday, June 22, 2026 10:35 AM
Subject: Undeliverable: Port Manatee - South Dock Street Quote Request *

This is the PPE Hosted Dispatch mail system.

PPE Hosted tried to deliver your email message, but was unable to do so for reasons outside our control.

We recommend contacting the person or service responsible for looking after the recipient domain's email server directly.

The last error message we have available from the recipient's server is included right below, along with an extract of your email:

<kward@mconconstruction.net>: host mx1.emailsrvr.com[146.20.161.1] said: 550
5.1.1 <kward@mconconstruction.net>: Email address could not be found, or
was misspelled (G8) (in reply to RCPT TO command)

Tim Knisely

From: Mail Delivery System <mailer-daemon@ppe-hosted.com>
To: kward@mconconstruction.net
Sent: Monday, June 22, 2026 10:40 AM
Subject: Undeliverable: Tim Knisely shared the folder "City of Venice - WATER MAIN REPLACEMENT PROGRAM PHASE 8B" with you

This is the PPE Hosted Dispatch mail system.

PPE Hosted tried to deliver your email message, but was unable to do so for reasons outside our control.

We recommend contacting the person or service responsible for looking after the recipient domain's email server directly.

The last error message we have available from the recipient's server is included right below, along with an extract of your email:

<kward@mconconstruction.net>: host mx1.emailsrvr.com[146.20.161.1] said: 550
5.1.1 <kward@mconconstruction.net>: Email address could not be found, or
was misspelled (G8) (in reply to RCPT TO command)

Tabulation Sheet

Agency Name Manatee County Port Authority

Bid Number ITB-20260127-5/RH-0-2026/JDG

Bid Name South Dock St.

Bid Due Date 07/02/2026 14:00:00 Eastern

Bid Opening **Closed**

4 responses found.

✓ online,  offline, ● not submitting,  not received

Company		Responded	Address	Bid Amount	Alt Bid Amount	Declared Attributes	Documents	Sent
Complete								
1	Cathcart Construction Company - Florida, LLC	07/02/2026 13:34:57 Eastern	1056 Willa Springs Drive, Winter Springs, FL, 32708	\$1999775.0000	0.0000		Required bid security with Power of Attorney for Surety List of proposed Suppliers Certificate of Compliance with Trench Safety Form Additional Documentation, as requested Completed and Signed Bid Bond Payment Bond Performance Bond Completed and Signed Bid Form Written Evidence For Qualifications Subcontractor Qualification Information Copies of Valid Licenses Required Bidder Qualification Statement with supporting data Completed and Signed Agreement Form Completed and signed bid (ITB cover page) Signed Bid Instructions Required bid security with Power of Attorney for Surety List of proposed Suppliers Certificate of Compliance with Trench Safety Form Additional Documentation, as requested Completed and Signed Bid Bond Payment Bond Performance Bond Completed and Signed Bid Form Written Evidence For Qualifications Subcontractor Qualification Information Copies of Valid Licenses Required Bidder Qualification Statement with supporting data Completed and Signed Agreement Form Completed and signed bid (ITB cover page) Signed Bid Instructions Required bid security with Power of Attorney for Surety List of proposed Suppliers Certificate of Compliance with Trench Safety Form Additional Documentation, as requested Completed and Signed Bid Bond Payment Bond Performance Bond Completed and Signed Bid Form Written Evidence For Qualifications Subcontractor Qualification Information	                                   
2	LandmarkServices of SWFL	07/02/2026 12:19:02 Eastern	1101 9th Ave East, Bradenton, FL, 34208	\$1422773.6300	343247.2100		Required bid security with Power of Attorney for Surety List of proposed Suppliers Certificate of Compliance with Trench Safety Form Additional Documentation, as requested Completed and Signed Bid Bond Payment Bond Performance Bond Completed and Signed Bid Form Written Evidence For Qualifications Subcontractor Qualification Information Copies of Valid Licenses Required Bidder Qualification Statement with supporting data Completed and Signed Agreement Form Completed and signed bid (ITB cover page) Signed Bid Instructions Required bid security with Power of Attorney for Surety List of proposed Suppliers Certificate of Compliance with Trench Safety Form Additional Documentation, as requested Completed and Signed Bid Bond Payment Bond Performance Bond Completed and Signed Bid Form Written Evidence For Qualifications Subcontractor Qualification Information	                
3	PCS Civil LLC	07/02/2026 13:16:53 Eastern	6920 Asphalt Ave., Tampa, FL, 33614	\$1453228.7200	284581.5500		Required bid security with Power of Attorney for Surety List of proposed Suppliers Certificate of Compliance with Trench Safety Form Additional Documentation, as requested Completed and Signed Bid Bond Payment Bond Performance Bond Completed and Signed Bid Form Written Evidence For Qualifications Subcontractor Qualification Information	        

4	Woodruff & Sons, . Inc.	06/26/2026 15:42:04 Eastern	P.O. Box 10127, Bradenton, FL, 34282	\$1790421.070 0	237498.400 0	Copies of Valid Licenses Required Bidder Qualification Statement with supporting data Completed and Signed Agreement Form Completed and signed bid (ITB cover page) Signed Bid Instructions Required bid security with Power of Attorney for Surety List of proposed Suppliers Certificate of Compliance with Trench Safety Form Additional Documentation, as requested Completed and Signed Bid Bond Payment Bond Performance Bond Completed and Signed Bid Form Written Evidence For Qualifications Subcontractor Qualification Information Copies of Valid Licenses Required Bidder Qualification Statement with supporting data Completed and Signed Agreement Form Completed and signed bid (ITB cover page) Signed Bid Instructions	                                  
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MEMORANDUM

TO: John Glass, P.E.
SeaPort Manatee Director of Engineering, Construction

FROM: John Rice, P.E., CEM
Project Manager

DATE: July 14, 2026

RE: SeaPort Manatee S. Dock Street Paving
Project No. ITB-20260127-5
Bid Analysis Review

Bid Opening: July 2, 2026

Low Bid (Base Bid): \$1,422,773.63 (only base bid amount, alternate bid item #1 not included)

Engineer's Estimate: \$2,044,709.09 (includes base bid of \$1,722,715.12 and alternate bid item #1 of \$321,993.97)

Bidders (5): Landmark Services (Low Bidder for Base Bid), PCS Civil, Cathcart Construction, Superior Asphalt, and Woodruff & Sons

As the Project Manager for the referenced project, I have reviewed the bid prices for the low bids, total bid and base bid, submitted by PCS Civil and Landmark Services, respectively, to determine whether the bids are responsive and responsible and fall within the generally accepted 25% tolerance threshold above or below the Engineer's Estimate used by state agencies to identify unbalanced bids. A responsive bidder is one that submits a bid that fully complies with all the solicitation requirements. A responsible bidder is qualified, capable, and reliable to perform the contract.

As all the bid items were lump sum line items, the determination for unbalanced bid was based on the total bid (including the bid alternate) and base bid amounts, being 25% below or 25% above the Engineer's estimate. There were five bidders, Cathcart Construction, Landmark Services, PCS Civil, Superior Asphalt, and Woodruff & Sons that provided bids within 25% of the Engineer's Estimate and all five of these bidders were considered balanced, with the exception of Superior for the base bid as they did not specify a base bid and therefore, the check could not be completed.

Based on our analysis, Landmark Services is considered responsive, responsible bidder and RS&H recommends Landmark Services for the award of the Base Bid for SeaPort Manatee South Dock Street Paving, Project No. ITB-20260127-5. The Port has decided to not pursue alternate bid item #1.



Project No. ITB-20260127-5 Unbalanced Base Bid Check (Base Bid Only)

Engineer's Estimate:	\$1,722,715.12
Low bid amount:	\$1,422,773.63
-25% of Engineer's Estimate	\$1,292,036.34
+25% of Engineer's Estimate	\$2,153,393.90

Total Base Bid Analysis

Bidder	Base Bid Amount	EE +/- 25%	Responsive	Responsible	Unbalanced
Landmark Services	\$1,422,773.63	No (-17.41%)	Yes	Yes	No
PCS Civil	\$1,453,228.72	No (-15.64%)	Yes	Yes	No
Woodruff & Sons	\$1,552,922.67	No (-9.86%)	No (Missing/unsigned forms)	Yes	No
Cathcart Construction	\$1,730,000.00	No (+0.42%)	Yes	Yes	No
Superior Asphalt	N/A (Missing forms, only total bid provided)	N/A	No (All forms missing)	Yes	No

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between Manatee County Port Authority ("Owner") and Landmark Services of Southwest Florida, Inc. ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Reconstruction of South Dock Street from Reeder Road to the west and concrete pavement at US 41 to the east.

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Reconstruction of South Dock Street from Reeder Road to the west end of concrete pavement at US 41 to the east. The project includes road reconstruction, road repaving, new truck turnaround and pull-off areas, stormwater, signing and pavement markings, Maintenance of Traffic, and minor fence work. The work also includes providing stormwater conveyance capped at both ends under South Dock Street for a future project. There is a base bid for road reconstruction/milling resurfacing from the SeaPort Manatee gate entrance to US 41 and one alternative bid item for road reconstruction/milling resurfacing from Reeder Road to the SeaPort Manatee gate entrance. ENGINEER
- 3.01 The Owner has retained RS&H ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by Engineer.

ARTICLE 3—CONTRACT TIMES

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
- A. The Work will be substantially complete on or before **November 30, 2026** and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 30th day from the date of delivery of the final Punch List from the Owner to the Contractor.

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner ONE THOUSAND DOLLARS (\$1,000.00) for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner ONE THOUSAND DOLLARS (\$1,000.00) for each day that expires after such time until the Work is completed and ready for final payment.
4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.
- C. The Owner may deduct liquidated damages as described in this section from any unpaid amounts due to Contractor under this Contract.
- D. Any liquidated damages not deducted or set-off from any unpaid amounts due to Contractor shall be payable to the Owner, at the demand of the Owner, together with interest from the date of the demand and at the maximum allowed interest rate.

4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, (2) for any loss of State funding by the Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (3) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner

for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement and may be deducted or set off from any unpaid amounts due to Contractor.

ARTICLE 4—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of \$[number].

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
	Base Bid	LS	1	\$	\$1,422,773.63
				\$	\$
				\$	\$
				\$	\$
				\$	\$
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$1,422,773.63

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$[number].
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 5—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the [ordinal number, such as 5th] day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract. All retainage shall comply with section 255.078, Florida Statutes. All payments shall comply with sections 218.735, Fla. Stat. ("Florida's Local Government Prompt Payment Act").
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 95 percent of the value of the Work completed (with the balance being retainage).
 - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 150 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.
- C. Within 5 calendar days following Substantial Completion, the Contractor shall supply a list of items and the estimated costs to complete each item on the list required to render complete, satisfactory, and acceptable final completion to the Owner in accordance with section 255.077, Florida Statutes. Within 30 calendar days following substantial completion Owner must review and revise the list as necessary to reach final completion and provide final Punch List to Contractor. If Owner and Contractor disagree on whether an item belongs on the Punch List, the Owner has the final say on whether the item is included or not. The Owner's review may be extended by 15 calendar days, upon the Owner's discretion, if the Contract Price is

equal to or more than ten million dollars. Within 20 business days after the Owner and Contractor finalize the list and after receipt of a proper invoice or payment request, the Owner must pay Contractor the remaining balance of the Contract Price, including any remaining retainage withheld by Owner pursuant to section 255.078, Florida Statutes, less an amount equal to 150 percent of the estimated costs to complete the items on the list. Upon completion of all items on the list, the Contractor may submit a payment request for all remaining retainage withheld by the Owner. However, if a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the Agreement, upon Owner's written notice thereof to the Contractor, Owner may continue to withhold an amount not to exceed 150 percent of the estimated total costs to complete such items. Warranty items may not affect the final payment retainage as provided herein. The Owner is not required to pay or process any payment request for retainage if the Contractor has failed to cooperate with the Owner in the development of the list or failed to perform its contractual responsibilities with regard to the development of a list or if s. 255.078(3), Florida Statutes, applies. The failure to include any corrective work or pending items not yet completed on the Punch List does not alter the responsibility of Contractor to complete all the construction services purchased pursuant to the Contract Documents.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions. Contractor's acceptance of final payment from Owner shall constitute a full waiver and release.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

ARTICLE 6—CONTRACT DOCUMENTS

7.01 *Contents*

- A. In interpreting this Agreement and resolving any ambiguities or conflicts between this Agreement the remainder of the Contract Documents, this Agreement shall take precedence over all other terms, followed by the General Conditions. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. Standard General Conditions with accepted changes.
 - 4. Specifications as listed in the table of contents of the project manual (copy of list attached).

5. Drawings listed on the attached sheet index.
 6. Addenda (numbers [number] to [number], inclusive).
 7. Exhibits to this Agreement (enumerated as follows):
 - a. Bid Cover Sheet
 - b. Instructions to Bidders (pages 1 to 16, inclusive)
 - c. Invitation to Bid (pages 1 to 2, inclusive)
 - d. Bidder's Qualifications Statement (pages 1 to 20, inclusive)
 - e. Contractor's Bid Form (pages 1 to 6, inclusive)
 - f. Subcontractor list (pages 1 to 2 inclusive)
 - g. Florida Department of Commerce Grant Number G0139 for its applicable conditions and restrictions
 - h. Federal grant N/A for its applicable conditions and restrictions
 - i. [list exhibits]
 8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed (Pages 1 to 2, inclusive)
 - b. Work Change Directives (Pages 1 to 2, inclusive)
 - c. Change Order(s) (Pages 1 to 2 inclusive)
 - d. Substantial Completeness Certificate
 - e. Punch List Form
 - f. Contractor's Affidavit
 - g. Notice of Acceptability
 - h. Warranty Bond, if any
 - i. Permit Modifications and/or Amendments
 9. All applicable provisions of state and federal law, which are incorporated by reference and included as if attached to this Contract, and any Modification, including all Change Orders, duly delivered after execution of Contract.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

- E. The Contract represents the entire and integrated agreement between the Contractor and Owner and supersedes prior negotiations, representations or agreements, either written or oral.

ARTICLE 7—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda and any data and referenced items identified in the Contract Documents.
 2. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with and is satisfied as to state, federal and local laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied all: (a) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the General Conditions, especially with respect to the Technical Data in such reports and drawings, and (b) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the General Conditions, especially with respect to Technical Data in such reports and drawings.
 5. Contractor has considered that it has carefully examined, satisfied itself as to the conditions and limitations under which the Work is to be performed, including without limitation (a) the location, layout, and nature of the Site and surrounding areas, (b) generally occurring climate and weather conditions, and (c) anticipated labor, supply and costs; and (d) availability of materials, tools, and equipment and other similar issues.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the General Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
12. Contractor accepts assignment of responsibilities for Owner direct procurement items as described in the Tax Savings Provision in Section 22.01 of the Instructions to Bidders.

8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 Standard General Conditions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout),.

ARTICLE 8—NOT USED

- 9.01 The Project is funded in part from the proceeds of a grant(s) from the Florida Department of Commerce. This grant funding is conditioned in part on the Contractor meeting the following requirements:
- A. DBE Policy: The contractor and subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of this Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such remedy as the Owner deems appropriate.
 - B. Contractor understands that the grant funding is dependent on completion of Work within the Contract Times and the Milestones and the Contractor agrees to complete the Work within the Contract Times and Milestones. Should the Contractor fail to complete the Work within the Contract Times and Milestones, the Contractor agrees the provisions of Article 4 above shall apply.
 - C. No member, officer or employee of Contractor during this Contract or 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. Moreover, this provision must be inserted in any subcontracts for the Work.
 - D. Contractor shall not employ unauthorized aliens in violation of section 274(e) of the Immigration and Naturalization Act. If Contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Contract.
 - E. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the State of Florida, Department of Commerce, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and person employed or utilized by the Contractor in the performance of this Agreement. This indemnification provision shall survive termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Owner's sovereign immunity.
 - F. Contractor agrees to include the above provision (E.) in its subcontracts for those who perform Work in connection with this Contract.
 - G. The State of Florida requires that iron or steel products permanently incorporated in certain public works projects be produced in the United States. See § 255.0993, Fla. Stat. (2024). By executing this Agreement, Contractor certifies it has carefully reviewed the technical specifications to determine whether and how this requirement applies to this project and prepare its bid accordingly. Contractor's failure to account for this statutory requirement will not justify a later change to the Contract Price.

- 9.02 In addition to any requirements listed above in section 9.01, Contractor acknowledges its review of Florida Department of Commerce Grant #G0139 and agrees to strictly comply with all of the terms and conditions of Florida Department of Commerce Grant #G0139.

ARTICLE 9—TERMINATION OR SUSPENSION

10.01 Termination

- A. The Contract may be terminated by the Owner or Contractor as provided in Article 16 of the General Conditions.

10.02 Suspension by Owner

- A. The Work may be suspended by the Owner as provided in Article 16 of the General Conditions.

ARTICLE 10—MISCELLANEOUS

11.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions.

11.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the Owner may assign this Contract to the State of Florida for any political subdivision, municipality, special district, or authority thereof without Contractor's consent and without recourse.

11.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- B. This Contract is solely for the benefit of the parties and no right or privilege or cause of action shall by reason hereof accrue upon to, or for the benefit of any third party. Nothing in this Contract is intended or will be construed to confer upon or give any person, corporation, partnership, trust, private entity, or agency any right, remedy, or claim under or by reason of this Contract or any provisions or conditions of this Contract.

11.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

- B. Neither the validity of this Contract nor the validity of any portion of it may be challenged by any party to this Contract, and each party waives any right to initiate such challenge. Furthermore, if this Contract or any portion is challenged by a third party in a judicial, administrative, or appellate proceeding (each party covenanting with the other party not to initiate, encourage, foster, promote, cooperate with or acquiesce to such challenge), the parties 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 decisions invalidating this Contract or portion thereof.

11.05 Other Provisions

- A. E-Verify - Contractor shall comply with all applicable provisions of sections 448.09 and 448.095, Florida Statutes, as may be amended. The definitions in section 448.095(1), Florida Statutes, as may be amended, apply to this section of the Contract. Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees of Contractor. Contractor may not enter into a contract with a subcontractor to perform work under this Agreement unless and until the subcontractor registers with and uses the E-Verify system. If Contractor enters into a contract with a subcontractor to perform work under this Agreement, Contractor must obtain a properly executed affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor must maintain copies of all such affidavits for the duration of this Agreement. Owner may terminate this Agreement for cause if Owner determines that Contractor or Contractor's subcontractor has not complied with any applicable provision of sections 448.09 or 448.095, Florida Statutes, as may be amended. Owner will terminate this Agreement for cause if Owner has a good faith belief that Contractor has knowingly violated subsection 448.09(1), Florida Statutes, as may be amended. If the Owner has a good faith belief that a subcontractor knowingly violated section 448.09(1), Florida Statutes, as may be amended, but Owner determines that Contractor otherwise complied with section 448.09(1), Florida Statutes, as may be amended, Owner will notify Contractor as such, and Contractor must immediately terminate Contractor's contract with said subcontractor. If this Agreement is terminated under section 448.095(c), F.S.: (a) such termination is not a breach of this Agreement and may not be considered as such; (b) Contractor may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated; and (c) Contractor is liable for any additional costs incurred by the Owner as a result of the termination of the Agreement.
- B. Scrutinized Companies: By executing this Agreement and each and every renewal hereof (if renewal is separately provided for herein), pursuant to section 287.135, Florida Statutes, Contractor certifies, represents, and warrants that: (a) it is not on the Scrutinized Companies with Activities in Sudan List, (b) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (c) it is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, (d) that it does not have Business operations or is engaged in business in Cuba or Syria, and (e) that it is not engaged or engaging in a Boycott of Israel, and that all such certifications were true at the time it submitted its bid or proposal for this Agreement, as of the Effective Date of this Agreement, and as of the effective date of any renewal of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the Owner may terminate this Agreement immediately for cause if: (1) Contractor

is found to have submitted a false certification regarding (a) – (e) above in accordance with section 287.135(5), Florida Statutes, (2) Contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is or has been engaged in Business operations in Cuba or Syria or a Boycott of Israel, or (3) Contractor is found to have been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran. Such termination shall be in addition to any and all remedies available to the Owner at law or in equity. The terms “Boycott of Israel” and “Business operations” used in this section are defined as in Section 287.135, Florida Statutes. The Lists referred to in this section are those Lists in and maintained pursuant to section 287.135, Florida Statutes.

- C. By executing this Agreement and each and every renewal hereof (if renewal is separately provided for herein), pursuant to section 786.06, Florida Statutes, Contractor certifies, represents, and warrants that it does not use coercion for labor services, as those terms are defined in section 786.06, Florida Statutes. Contractor will provide to the Owner an affidavit signed by an officer or representative of Contractor under penalty of perjury attesting that Contractor does not use coercion for labor or services. Notwithstanding anything contained in this Agreement to the contrary, the Owner may terminate this Agreement immediately if Contractor is found to have submitted a false attestation. Such termination shall be in addition to any and all remedies available to the Owner at law or in equity.
- D. Contractor agrees that Contractor does not and will not, nor will it allow a subcontractor to, use any funds from the Owner for the purpose of issuing an identification card or document to any individual who does not provide proof of lawful presence in the United States.
- E. Contractor attests that it is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into the State of Florida knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from the State of Florida or the United States. Contractor must complete Florida Department of Management Services Form PUR 1808, Common Carrier or Contracted Carrier Attestation Form, incorporated by reference into rule 60A-1.020, F.A.C., and submit the completed form to the Owner. Notwithstanding anything contained in this Agreement to the contrary, the Owner may immediately terminate this Agreement for cause if Contractor fails to make its attestation or is found in violation of its attestation. Such termination shall be in addition to any and all remedies available to the Owner at law or in equity.
- F. The Owner and Contractor agree that this Contract shall be governed by applicable Florida Law. Venue for any legal action in connection with this Contract shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County. In any claim dispute procedure or litigation arising from this Contract, each party shall be solely responsible for paying its attorney’s fees and costs.
- G. Each party to this Contract has had the benefit of representation by counsel and equal input into drafting this Contract such that no provision of this Contract shall be strictly construed against one party as the draft of the Contract.

- H. 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.
- I. The Contractor recognized the Owner is a public agency subject to the Public Records Act of Florida and agrees to comply with section 18.11 of the General and Supplementary Conditions. The Contractor agrees that, at any time during the Contract, the Contractor will allow and provide the Owner access to all of the documents, papers, letter, or other materials made or received by the Contractor in conjunction with the Contract and Work. Should the Contractor Fail to provide prompt access to these documents in response to the Owner's request, the Owner may unilaterally cancel the Contract.
- J. Contractor has reviewed and agreed to comply with the applicable Port Manatee Tariff provisions available online at <https://www.portmanatee.com/wp-content/uploads/2018/05/Tariff.pdf>. Any conflict between a Tariff provision and this Contract, this Contract shall prevail.
- K. This Agreement sets forth the entire agreement between the Parties as to the subject matter hereof and supersedes all previous written or oral negotiations, agreements, bids, and/or understandings. There are no understandings, representations, warranties, or agreements with respect to the subject matter hereof unless set forth explicitly in this Agreement.
- L. The parties represent and warrant that each is authorized to enter into this Agreement without the consent and joinder of any other party and that the individuals executing this Agreement have full power and authority to bind their respective party to the terms hereof.
- M. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument. This Agreement may be executed by electronic signature technology and such electronic signature shall act as the parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.
- N. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout).

SEAPORT MANATEE
SOUTH DOCK ST.

AGREEMENT
ITB-20260127-5/RH-0-2026/JDG
DATE: 05/29/2026

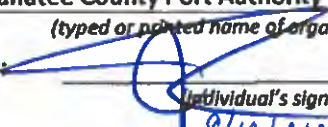
IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on [indicate date on which Contract becomes effective] (which is the Effective Date of the Contract).

1.

Owner:

Manatee County Port Authority
(typed or printed name of organization)

By: 
(individual's signature)

Date: 8/13/2026
(date signed)

Name: Michael C. Zerkow
(typed or printed)

Title: Chairman
(typed or printed)

Attest: By: Robin Tuth, DC
(individual's signature)

Title: Robin Tuth
(typed or printed)

Address for giving notices:

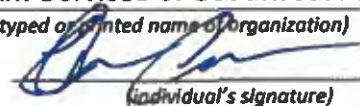
Manatee County Port Authority

300 Tampa Bay Way

Palmetto, FL 34221

Contractor:

Landmark Services of Southwest Florida, Inc.
(typed or printed name of organization)

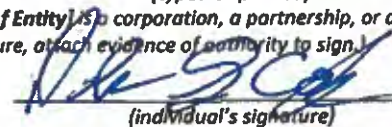
By: 
(individual's signature)

Date: July 2, 2026
(date signed)

Name: Rick Cripe
(typed or printed)

Title: President
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 
(individual's signature)

Title: Vice President
(typed or printed)

Address for giving notices:

1101 9th Ave. East Bradenton, FL 34208

License No.: CGC 1509371
(where applicable)

CONTRACTOR to attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.

ATTEST: MANATEE COUNTY
CLERK OF CIRCUIT COURT AND
COUNTY COMPTROLLER

BY: 
DEPUTY CLERK

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

(Modified: ~~Red~~ text removal and Blue Text addition)

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

~~10. Claim~~

- ~~a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.~~
- ~~b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.~~
- ~~c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.~~
- ~~d. A demand for money or services by a third party is not a Claim.~~

10. Claim

- a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

~~11. Constituent of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.~~

11. Constituent of Concern - Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead based paint (as designed by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Law and Regulations, which include, but are not limited to: (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous

Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Geotechnical Baseline Report (GBR)*—The interpretive report prepared by or for Owner regarding subsurface conditions at the Site, and containing specific baseline geotechnical conditions that may be anticipated or relied upon for bidding and contract administration

DATE: MM/DD/YYYY DATE: 05/29/2026

purposes, subject to the controlling provisions of the Contract, including the GBR's own terms. The GBR is a Contract Document. This document is entitled Subsurface Exploration and Geotechnical Engineering Evaluation Report.

25. Geotechnical Data Report (GDR)—The factual report that collects and presents data regarding actual subsurface conditions at or adjacent to the Site, including Technical Data and other geotechnical data, prepared by or for Owner in support of the Geotechnical Baseline Report. The GDR's content may include logs of borings, trenches, and other site investigations, recorded measurements of subsurface water levels, the results of field and laboratory testing, and descriptions of the investigative and testing programs. The GDR does not include an interpretation of the data. If opinions, or interpretive or speculative non-factual comments or statements appear in a document that is labeled a GDR, such opinions, comments, or statements are not operative parts of the GDR and do not have contractual standing. Subject to that exception, the GDR is a Contract Document. This document is entitled Subsurface Exploration and Geotechnical Engineering Evaluation Report.

264. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.

- a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
- b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
- c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

275. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

286. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

297. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

3028. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

3129. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

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~~30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.~~

~~32. *Owner*—The Manatee County Port Authority, a dependent special district of the state of Florida, with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.~~

~~331. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.~~

~~342. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.~~

~~353. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.~~

~~364. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.~~

~~375. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.~~

~~386. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.~~

~~397. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.~~

~~4038. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.~~

~~4139. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.~~

~~429. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.~~

~~431. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include~~

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Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

~~442.~~ *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.

~~453.~~ *Successful Bidder*—The Bidder to which the Owner makes an award of contract.

~~44. Supplementary Conditions—The part of the Contract that amends or supplements these General Conditions.~~

~~465.~~ *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

~~476.~~ *Technical Data*

- a. Those items expressly identified as Technical Data ~~in the Supplementary Conditions~~, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
- b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
- c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

~~487.~~ *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems

that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

498. *Unit Price Work*—Work to be paid for on the basis of unit prices.

5049. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

519. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective*: The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - 1. does not conform to the Contract Documents;
 - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

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3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- ~~A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).~~
- ~~B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.~~
- ~~C. *Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.~~

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- A. *Performance and Payment Bonds:* When Contractor delivers the signed counterparts of the Agreement to Owner and before any Work is started, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor's Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner and before any Work is started, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.

2.02 *Copies of Documents*

- ~~A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.~~
- A. Owner shall furnish to Contractor the Contract (including one fully signed counterpart of the Agreement) in electronic portable document format (PDF). Printed copies will be furnished upon request at the cost of reproduction. The Manatee County Clerk of the Court's PDF of the Contract is the original Contract.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 2. a preliminary Schedule of Submittals; and
 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- ~~B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.~~

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- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials or equipment that may reasonably be inferred from the Contract Documents or from prevailing Custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional costs to the Owner. Contractor shall be responsible for the construction and coordination of the parts of the Project and all systems provided shall be completely compatible and fully functional without additional costs to the Owner.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.
- H. Each and every provision of Law and Regulations required to be inserted in these Contract Documents are deemed to be inserted, and will be read and enforced as though they were included in the Contract Documents, and if through mistake or otherwise, any such provision is not included, or if not correctly inserted, then upon the application of either party, the Contract Documents will be physically amended to make such insertion.

3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the

time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

~~3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.~~

3. Contractor will not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or could have reasonably been expected to know or anticipated thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in

resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

- a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
- b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK**4.01 Commencement of Contract Times; Notice to Proceed**

~~A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.~~

A. The date of commencement of the Work is the date established in a Notice to Proceed. A Notice to Proceed may be given at any time within 60 days after the Effective Date of the Contract.

4.02 Starting the Work

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

B. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, legal disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the Site and the Project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

4.03 Reference Points

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

B. Engineer may check the lines, elevations, reference marks, batter boards, etc., set by Contractor, and Contractor shall correct any errors disclosed by such check. Such a check shall not be considered as approval of Contractor's work and shall not relieve Contractor of the responsibility for accurate construction of the entire Work. Contractor shall furnish personnel to assist Engineer in checking lines and grade.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- ~~A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.~~
- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor may be entitled to an equitable adjustment in the Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- ~~C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:~~
 - ~~1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;~~
 - ~~2. Abnormal weather conditions;~~
 - ~~3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and~~
 - ~~4. Acts of war or terrorism.~~

- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor may be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. abnormal weather conditions, that are not specified in Section 7.03;
 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 4. acts of war or terrorism.
- ~~D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:~~
- ~~1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.~~
 - ~~2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.~~
 - ~~3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.~~
- D. No delay may entitle the Contractor to an increase of the Contract Price except where the Owner or Engineer acted in bad faith to prevent the progress of Work or unanticipated site conditions that are verified in writing and prevent the progress of Work. The Contractor acknowledges that in agreeing to the Contract Price, it has assessed the potential impact of the limitations of this section on its ability to recover additional compensation in connection with a Work delay or interference and the Contractor agrees that the limitations will apply, regardless of the accuracy of the Contractor's assessment or actual costs incurred by the Contractor in connection with any such delays or interference.
- ~~E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:~~
- ~~1. The circumstances that form the basis for the requested adjustment;~~
 - ~~2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;~~

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- ~~3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;~~
- ~~4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and~~
- ~~5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.~~

~~Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.~~

- E. Contractor will not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- H. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- ~~A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.~~
- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. The Owner assumes no responsibility or liability for the physical condition or safety of the Site or any improvements located on the Site. The Contractor will be solely responsible for providing a safe place for the performance of the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* ~~The Supplementary Conditions~~ Paragraphs 5.03.E and 5.03.F, respectively, identify:
1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
 2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
 3. Technical Data contained in such reports and drawings.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in ~~the Supplementary Conditions~~ Paragraphs 5.03.E and 5.03.F with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A. ~~46~~ 45.b.
- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
 3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
 4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.
- E. The following table lists the reports of exploration and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

<u>Report Title</u>	<u>Date of Report</u>	<u>Technical Data</u>
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<u>Subsurface Exploration and Geotechnical Engineering Evaluation Port Manatee – South Dock Street Repaving/Rebuilding</u>	<u>23 September 2025</u>	<u>SPT Borings, Auger Borings, General Subsurface Conditions, Normal Seasonal High Groundwater Level, and Estimated Resilient Modulus</u>
<u>Topographic Survey Report</u>	<u>10 March 2026</u>	<u>Vertical Datasheets; Horizontal and Vertical Control</u>

F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may reply:

<u>Drawing Title</u>	<u>Date of Drawings</u>	<u>Technical Data</u>

5.04 Differing Subsurface or Physical Conditions

A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
2. is of such a nature as to require a change in the Drawings or Specifications;
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in

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connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*

~~1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:~~

- ~~a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;~~
- ~~b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,~~
- ~~c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.~~

1. Contractor will be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

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- b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
- c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the adjustment being essential to Contractor's ability to complete the Work within the Contract Times and subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
- a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
- b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
- c. Contractor failed to give the written notice required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

~~A. Contractor's Responsibilities: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:~~

- ~~1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;~~
- ~~2. complying with applicable state and local utility damage prevention Laws and Regulations;~~
- ~~3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;~~

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- ~~4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and~~
- ~~5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.~~

A. Contractor's Responsibilities: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided:

1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
2. The cost of all of the following will be included in the Contract Price, and Contractor must have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.

C. *Engineer's Review:* Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

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During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

~~F. Possible Price and Times Adjustments~~

- ~~1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:~~
 - ~~a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;~~
 - ~~b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and~~
 - ~~c. Contractor gave the notice required in Paragraph 5.05.B.~~
- ~~2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.~~
- ~~3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.~~
- ~~4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.~~

F. Possible Price and Times Adjustments:

1. Contractor will be entitled to an equitable adjustment in the Contract Price or Contract Times to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times and subject to the provisions of Paragraphs 4.05. D. and 4.05. E.; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 Hazardous Environmental Conditions at Site

- A. **Reports and Drawings:** ~~The Supplementary Conditions~~ Paragraphs 5.06.A.4 and 5.06.A.5, respectively, identify:
 1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
 2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 3. Technical Data contained in such reports and drawings.
- B. **Reliance by Contractor on Technical Data Authorized:** Contractor may rely upon the accuracy of the Technical Data expressly identified in ~~the Supplementary Conditions~~ Paragraphs 5.06.A.4 and 5.06.A.5 with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A. ~~46~~ 45.b. Except for such reliance on Technical Data, Contractor may not rely

upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30

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days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

~~I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.~~

I. Not Used.

~~J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.~~

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to

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indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence. This provision survives termination or expiration of this Contract.

- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, ~~the Supplementary Conditions~~, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by ~~the Supplementary Conditions~~ or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- ~~E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.~~
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor will promptly notify Owner and Engineer and will, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which will comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

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- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.
- I. A surety company issuing and Bonds required by the Bid Documents or Contract Documents must also comply with the following:
 - A. Surety must be licensed or authorized to do business in the State of Florida and have a registered agent in the State of Florida.
 - B. Surety shall have been in business and have a record of successful continuous operations for at least five (5) years.
 - C. Surety shall have an A.M. Best Rating of A or better and A.M. Best Financial Size Category of Class VII or greater.
 - D. Surety must issue bonds in accordance with section 255.05 of the Florida Statutes and comply with the regulations therein.

6.02 Insurance—General Provisions

- ~~A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.~~
- ~~B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.~~
- ~~C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.~~
- ~~D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.~~

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- ~~E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.~~
- ~~F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.~~
- ~~G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.~~
- ~~H. Contractor shall require:~~
- ~~1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and~~
 - ~~2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.~~
- ~~I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.~~
- ~~J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.~~
- ~~K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.~~
- ~~L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its~~

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~~interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.~~

~~M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.~~

~~N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.~~

A. Contractor shall obtain and maintain insurance as required in this.

B. All insurance required by the Contract to be purchased and maintained by Contractor will be obtained from an insurance company or companies that are duly licensed or authorized, to do business in the State of Florida, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated, all companies that provide insurance policies required under this Contract must have an A.M. Best rating of A-VII or better.

C. Prior to the commencement of Work governed by this Contract (including the pre-staging of personnel and material), the Contractor shall obtain, at his/her own expense, insurance as specified below which are made part of this Contract. The Contractor shall ensure that the insurance obtained will extend protection to all Subcontractors engaged by the Contractor. As an alternative, the Contractor may require all Subcontractors to obtain insurance consistent with the below requirements.

D. The Contractor will not be permitted to commence Work governed by this Contract (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the Owner as specified below. Delays in the commencement of Work, resulting from the failure of the Contractor to provide satisfactory evidence of the required insurance, will not extend deadlines specified in this Contract and any penalties and failure to perform assessments will be imposed as if the Work commenced on the specified date and time, except for the Contractor's failure to provide satisfactory evidence.

E. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article or elsewhere in the Contract), either:

1. certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract or
2. a certified copy of the actual insurance policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

F. The Owner, at its sole option, has the right to request a certified copy of any or all insurance policies required by this Contract.

G. The Contractor shall maintain the required coverages throughout the entire term of this Contract and any extensions specified in any attached schedules and four years thereafter. If

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the required Commercial General Liability coverage is provided on a "Claims Made" basis, such coverage will be maintained for a minimum of four years after acceptance by the Owner. Failure to comply with this provision may result in the immediate suspension of all Work until the required insurance has been reinstated or replaced. Delays in the completion of Work resulting from the failure of the Contractor to maintain the required insurance will not extend deadlines specified in this Contract and any penalties and failure to perform assessments will be imposed as if the Work had not been suspended, except for the Contractor's failure to maintain the required insurance.

- H. The Contractor will be held responsible for all deductibles and self-insured retentions that may be contained in the Contractor's insurance policies.
- I. Contractor also shall notify Owner within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by Contractor from its insurer, and nothing contained herein shall relieve Contractor of this requirement to provide notice.
- J. The acceptance and/or approval of the Contractor's insurance will not be construed as relieving the Contractor from any liability or obligation assumed under this Contract or imposed by Laws and Regulations.
- K. Failure of Owner to demand such certificates or other evidence of the Contractor's full compliance with these insurance requirements, or failure of Owner to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the Contractor's obligation to obtain and maintain such insurance.
- L. If Contractor does not purchase or maintain all of the insurance required of Contractor by the Contract, Contractor must notify the Owner in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- M. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- N. Without prejudice to any other right or remedy, if Contractor has failed to obtain required insurance, the Owner may elect to obtain equivalent insurance to protect such Owner's interests at the expense of the Contractor who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- O. The insurance and insurance limits required in this Contract will not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.
- P. Contractor shall immediately submit to Owner and Engineer a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.
- Q. All insurance policies required by this Agreement shall include the following provisions and conditions by endorsement to the policies:

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1. The term "Manatee County Port Authority" shall include Manatee County Port Authority, a Florida dependent district, and all Authorities, Boards, Departments and offices thereof and individual members, employees, elected officials, volunteers, representatives, agents and attorneys, thereof in their official capacity, and/or while acting on behalf of the Manatee County Port Authority.
2. All insurance policies, other than the Professional Liability policy and the Workers Compensation policy, provided by Contractor to meet the requirements of this Agreement shall name Manatee County Port Authority, as that name is defined in subparagraph 1. above, as an additional insured as to the operations of the Contractor under the Contract Documents and shall contain a severability of interests provision.
3. Companies issuing the insurance policy or policies shall have no recourse against Owner for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
4. All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the Owner applicable to this Project, and the "Other Insurance" provisions of any policies obtained by Contractor shall not apply to any insurance or self-insurance program carried by Owner applicable to this Project.
5. All policies must contain provisions to the effect that the insurer(s) waive all rights of subrogation against the Owner, Engineer, and their officers, directors, employees, and other consultants and subcontractors of each and any of them.

6.03 Contractor's Insurance

- ~~A. Required Insurance: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.~~
- ~~B. General Provisions: The policies of insurance required by this Paragraph 6.03 as supplemented must:~~
- ~~1. include at least the specific coverages required;~~
 - ~~2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;~~
 - ~~3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;~~
 - ~~4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and~~
 - ~~5. include all necessary endorsements to support the stated requirements.~~

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- ~~C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:~~
- ~~1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;~~
 - ~~2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;~~
 - ~~3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);~~
 - ~~4. not seek contribution from insurance maintained by the additional insured; and~~
 - ~~5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.~~
- ~~A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:~~
- ~~1. claims under workers' compensation as governed by Chapter 440, Florida Statutes.~~
 - ~~2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).~~
- ~~B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, preferably on an occurrence basis, against:~~
- ~~1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.~~
 - ~~2. claims for damages insured by reasonably available personal injury liability coverage.~~
 - ~~3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.~~
- ~~C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy will preferably be written on a 1996 (or later) ISO commercial general liability form (occurrence form). If coverage is provided on a Claims Made policy, its provisions must include coverage for claims filed on or after the effective date of this Contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of Work by the Owner. The policy must include the following coverages and endorsements:~~
- ~~1. Products and completed operations coverage:~~
 - ~~a. Such insurance must be maintained for three years after final payment.~~

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- b. Contractor shall furnish Owner and each other additional insured (as identified elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. Automobile liability: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any owned, non-owned and hired motor vehicle. The automobile liability policy must be written on an occurrence basis.
- E. Umbrella or excess liability: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded must follow form as to each and every one of the underlying policies.
- ~~Contractor's pollution liability insurance: Recognizing that the work governed by this contract involves the storage, treatment, processing, or transporting of hazardous materials, the Contractor will purchase and maintain, throughout the life of the contract, Pollution/Environmental Liability Insurance which will respond to bodily injury, property damage, environmental damage, contamination, remediation, restoration, clean-up costs, and defense caused by, as a result of, or arising from a pollution incident.~~
- The minimum limits of liability are:
- \$1,000,000 per Occurrence/\$2,000,000 Aggregate
- ~~If coverage is provided on a claims made basis, an extended claims reporting period of four (4) years will be required. In addition the policy's Retroactive Date must be no later than the date the contract becomes effective.~~
- F. The Manatee County Port Authority will be named as additional insured on all policies issued to satisfy the above requirements. ~~NOT USED~~
- ~~Contractor's professional liability insurance: Recognizing that the work governed by this contract involves the furnishing of advice or services of a professional nature, the~~

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~~Contractor will purchase and maintain, throughout the life of the contract, Professional Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor arising out of work governed by this contract.~~

~~The minimum limits of liability are:~~

~~\$1,000,000 per Occurrence/\$2,000,000 Aggregate.~~

- ~~G. If coverage is provided on a claims made basis, an extended claims reporting period of four (4) years will be required. In addition the policy's Retroactive Date must be no later than the date the contract becomes effective. NOT USED~~
- ~~H. Additional insureds: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies must include and list as additional insureds Owner and Engineer, and any individuals or entities identified; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds must provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.~~
- ~~I. General provisions: The policies of insurance required by this Paragraph 6.03 must:~~
- ~~1. include at least the specific coverages provided in this Article.~~
 - ~~2. be written for not less than the limits of liability provided in this Article, or required by Laws or Regulations, whichever is greater.~~
 - ~~3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 30 days prior written notice has been given to Contractor. Within 24 hours of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.~~
 - ~~4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.~~
 - ~~5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.~~
- ~~J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.~~
- ~~K. The limits of liability for the insurance required will provide coverage for not less than the following amounts or greater where required by Laws and Regulations:~~

DATE: MM/DD/YYYY DATE: 05/29/20261. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2:

<u>State Workers Compensation:</u>	<u>Statutory – Ch.</u>
	<u>440, Fla. Stat.</u>
<u>United States Longshoreman and Harbor Workers:</u>	<u>Statutory</u>
<u>Jones Act</u>	<u>\$ 1,000,000</u>
<u>Employer's Liability:</u>	
<u>Bodily injury, each accident</u>	<u>\$ 500,000</u>
<u>Bodily injury by disease, each employee</u>	<u>\$ 500,000</u>
<u>Bodily injury/disease aggregate</u>	<u>\$ 500,000</u>

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C:

<u>Combined Single Limit of</u>	<u>\$ 1,000,000</u>
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3. Automobile Liability under Paragraph 6.03.D.:

<u>Combined Single Limit of</u>	<u>\$ 1,000,000</u>
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4. Excess or Umbrella Liability under Paragraph 6.03 E:

<u>Per Occurrence</u>	<u>\$ 2,000,000</u>
<u>General Aggregate</u>	<u>\$ 2,000,000</u>

5. Contractor's Pollution Liability:

<u>Each Occurrence</u>	<u>\$ Not Required</u>
<u>General Aggregate</u>	<u>\$ Not Required</u>



If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following: N/A—

6. Contractor's Professional Liability: NOT REQUIRED—7. Contractor's Professional Liability:

<u>Each Claim</u>	<u>\$ _____</u>
<u>Annual Aggregate</u>	<u>\$ _____</u>

6.04 *Builder's Risk and Other Property Insurance*

- ~~A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.~~
- ~~B. *Property Insurance for Facilities of Owner Where Work Will Occur:* Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.~~
- ~~C. *Property Insurance for Substantially Complete Facilities:* Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.~~
- ~~D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.~~
- ~~E. *Insurance of Other Property; Additional Insurance:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.~~
- A. *Builder's Risk:* Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be required by Laws and Regulations). This insurance must:
1. include the Owner and Contractor, subcontractors, Engineer and Owner's Consultants as named insureds, and all Subcontractors, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them each of whom is deemed to have an insurable interest and any individuals or entities required to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder

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of this Paragraph 6.05, Paragraphs 6.06 and Paragraph 6.07, the parties required to be insured will collectively be referred to as "insureds".

2. be written on a builder's risk "all risk" or open peril or special causes of loss policy form that must at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and must insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; and water damage (other than that caused by flood). If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
6. extend to cover damage or loss to insured property while in transit.
7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner will remain covered by the builder's risk insurance.
8. allow for the waiver of the insurer's subrogation rights, as set forth below.
9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
10. not include a co-insurance clause.
11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
12. include performance/hot testing and start-up.

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13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder will provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance will pay for costs not covered because of the application of a policy deductible or self-insured retention. The Owner shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy except deductibles as agreed to by Owner in obtaining Builder's Risk Property Insurance. The payment of any deductible, with the exception of the aforementioned deductible to obtain Builder's Risk Property Insurance for the Project, shall be the sole responsibility of Contractor and/or Subcontractor providing such insurance.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance will not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner must remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting

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~~from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.~~

- ~~2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.~~

~~B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.~~

- ~~1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.~~

~~C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.~~

~~D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.~~

All policies purchased in accordance with Paragraph 6.04, expressly including the builder's risk policy, must contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Contractor waives all rights against Owner and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the

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perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.

A. None of the above waivers will extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

C. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.06 Receipt and Application of Property Insurance Proceeds

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

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~~C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.~~

C. If no other special agreement is reached, the damaged Work must be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 Contractor's Means and Methods of Construction

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 Supervision and Superintendence

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 Labor; Working Hours

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

~~C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.~~

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C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent.

1. Regular working hours will be 8:00 AM to 5:00 PM, in accordance with any governing permit, and as coordinated with the Owner.

2. Owner's legal holidays are New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.

D. Contractor and Owner expressly acknowledge that unfavorable conditions will exist at the Site as a result of normal weather. Contractor and Owner also acknowledge that, based on a five-day work week, the normal and to-be-anticipated number of unfavorable weather days per month are as follows:

<u>January</u>	<u>- 2 work days</u>	<u>July</u>	<u>- 7 work days</u>
<u>February</u>	<u>- 3 work days</u>	<u>August</u>	<u>- 7 work days</u>
<u>Mach</u>	<u>- 3 work days</u>	<u>September</u>	<u>- 6 work days</u>
<u>April</u>	<u>- 2 work days</u>	<u>October</u>	<u>- 2 work days</u>
<u>May</u>	<u>- 3 work days</u>	<u>November</u>	<u>- 2 work days</u>
<u>June</u>	<u>- 5 work days</u>	<u>December</u>	<u>- 2 work days</u>

These days will be treated cumulatively and the Contractor may only be entitled to a Contract Time change once all of the unfavorable weather days for the term of the Contract have occurred.

E. Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's or Owner's representative's services, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15. Overtime costs for personnel employed by the Engineer or Owner's consultant will be calculated in accordance with the terms of their respective contracts with the Owner.

7.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

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- ~~B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.~~
- B. All materials and equipment incorporated into the Work will be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications must expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. The use of asbestos or asbestos-based fiber materials is prohibited in this Project.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 "Or Equals"

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
 - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and

- 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.

- b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of

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reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- ~~A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.~~
- ~~B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.~~
- ~~C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.~~
- ~~D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.~~
- ~~E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.~~
- ~~F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.~~
- ~~G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.~~
- ~~H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.~~
- ~~I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.~~

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- ~~J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.~~
- ~~K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.~~
- ~~L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.~~
- ~~M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.~~
- A. Contractor may retain qualified, licensed, or certified, as required by Laws and Regulations, Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor will retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. The Contractor must not employ or contract with any Subcontractor, Supplier, or other person or organization, (including those who are to furnish principal items of materials or equipment), whether initially or as a substitute, who is not qualified, licensed, or certified as required by Laws and Regulations, against whom the Owner may have reasonable objection and require replacement.
- E. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- F. On a monthly basis Contractor must submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- G. Contractor is fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- H. Contractor is solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- I. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.

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- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate written contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer, including but not limited to, maintenance of worker's compensation coverage on employees, retainage requirements, Owner's ability to withhold payment, and any grant requirements.
- L. Owner or Engineer may furnish to any such Subcontractor, Supplier, or other individual or entity, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by a particular Subcontractor, Supplier, or other individual or entity.
- M. Contractor shall not subcontract with any person or affiliate prohibited from working on a public project pursuant to sections 287.133 (convicted vendor) or 287.135 (scrutinized company) of the Florida Statutes.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- ~~B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.~~
- B. Not Used.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the

Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 Permits

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

B. The Owner will secure and pay for only the following governmental charges and inspection fees:

1. Special assessments,
2. Capital connection fees,
3. Threshold and special inspection fees,
4. Impact fees.

C. Contractor shall pay charges of utility owners' temporary and permanent hook up and meter installations for connections to the Work, and Owner will pay charges of such utility owners for capital costs related thereto such as plant investment fees.

7.10 Taxes

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

~~Chapter 212 of the Florida Statutes and Rule 12A-1.094 of the Florida Administrative Code, provide the Owner with sales tax exemption for all procurements made directly by the Owner. After a Notice of Contract Award has been issued, certain items under this Contract may be purchased directly by the Owner in order to benefit from this tax savings program. Steps to be followed are:~~

~~Within five (5) working days of Award, the Contractor shall prepare and submit to the Engineer an itemized list of all items, materials, supplies, and/or equipment that individually or collectively cost \$10,000 or more that will be ordered from one supplier and incorporated into this project.~~

~~Within five (5) working days following the receipt of the proposed purchasing list, the Engineer will notify the Contractor of the Owner's decision as to which items will be purchased by the Owner.~~

~~The Contractor shall prepare and submit to the Engineer tax savings purchase order(s) excluding tax in the Owner's name and Contract Change Order removing purchase order items including tax from the Contract Price.~~

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- ~~— Upon approval by the Owner, the Owner will concurrently issue a tax savings purchase order(s) and Contract Change Order removing purchase order items from the Contract Price. The Contractor shall endorse the purchase order(s).~~
- ~~— After obtaining all the signatures, the Owner shall distribute the original purchase order to the Vendor or Supplier with copies to the Contractor. Vendors and Suppliers shall make deliveries as directed by Owner.~~
- ~~— All Vendor and/or Supplier invoices must be billed to:~~
 - ~~Manatee County Port Authority~~
 - ~~C/O "Contractor Name"~~
 - ~~300 Tampa Bay Way~~
 - ~~Palmetto, FL 34221~~
- ~~— Upon receipt of an invoice for items and documentation that items have been delivered to the site and accepted by the Contractor, the Contractor will write on the face of the invoice that it is "okay for payment", sign, and date the invoice. The invoice is then sent to the Owner for final authorization of payment. All invoices must include quantity and unit price as stipulated by Owner for release of payment.~~
- ~~— Upon receipt of the properly approved invoice, the Owner shall pay the Vendor amount due as defined by the Tax Savings Purchase Order but without any Florida State and Local Sales Tax.~~
- ~~— Where the Contractor has special terms with a Vendor to receive a discount if paid within a 30-day time frame and the invoices are received by the Owner early within that time frame, invoices will be processed with the discount being taken. The Contractor will be advised by mail when an invoice is forwarded to the Owner for payment and the amount to be paid, showing discounts, if any.~~
- ~~— The Contractor responsibilities for Owner direct procurement items are the same as if the Contractor negotiated the purchases with respect to delivery, care, installation, and warranties of workmanship and materials.~~
- ~~— After the final purchase is made and the total cost is known, the Contractor shall prepare and submit to the Engineer a clean-up change order proposal adjusting the Contract Price based on the actual total purchase price plus tax.~~

7.11 *Laws and Regulations*

- ~~A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.~~
- ~~A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer will be responsible for monitoring Contractor's compliance with any Laws or Regulations~~

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- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- ~~B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.~~
- B. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities will be the prevention of accidents and the maintaining and supervising of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

~~A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.~~

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency or are required as a result of Contractor's response to an emergency. If Engineer determines that the incident giving rise to the emergency action was not caused by the Contractor, Subcontractor, or Supplier, and that a change in the Contract Documents is required because of the action taken by the Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation

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thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

- c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
 - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
- 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
 - 1. Observations by Engineer;
 - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. Use or occupancy of the Work or any part thereof by Owner;
 - 5. Any review and approval of a Shop Drawing or Sample submittal;

6. The issuance of a notice of acceptability by Engineer;
 7. ~~The end of the correction period established in Paragraph 15.08~~
Not Used.;
 8. Any inspection, test, or approval by others; or
 9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

F. Manufacturer's Guaranty/Warranty

1. The Contractor shall obtain the following guaranty/warranty from the manufacturer of all major pieces of equipment furnished and install on this Project. Such guaranty/warranty will be for the benefit of the Owner and be furnished in writing by the manufacturer. The Contractor's and manufacturer's obligations under this provision are in addition to other express or implied warranties under the Contract Documents and under the law and in no way diminish any other right that the Owner may have against Contractor or manufacturer for faulty material, equipment, or work. The warranty period will not be interpreted as a limitation on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.
 2. The manufacturer warrants and guarantees for a period of one year from the date of Substantial Completion, or such longer period that may be specified in the Contract Documents, that all materials and equipment furnished and installed will be free from flaws, defects in material and workmanship and will be in conformance with the Contract Documents.
- G. Contractor shall warrant, without assuming any architectural or engineering responsibility, that the Construction Documents are consistent with each other, practical, feasible and constructible. The Contractor shall warrant that the Work described in the Construction Documents for the various bidding packages is constructible within the scheduled Contract Time.

7.18 *Indemnification*

- ~~A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of~~

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~~Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.~~

~~B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.~~

A. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the City, its elected officials, officers, and employees, from any and all liabilities, damages, losses and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor, its employees, agents, officers, subcontractors and other persons employed or utilized by Contractor in the performance of this Agreement. It is further the specific intent and agreement of the parties that all the contract documents of any project for which Contractor provided services be hereby amended to include the foregoing indemnification. Contractor expressly agrees that it will not claim, and waives any claim, that this article violates section 725.06, Florida Statutes, or is unenforceable pursuant to section 725.06, Florida Statutes. This indemnification obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section. This indemnification provision shall include claims made by an employee of Contractor or any subcontractor against the Owner and Contractor waives any entitlement to immunity under section 440.11, Florida Statutes. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the Owner may be entitled to under the doctrine of sovereign immunity or section 768.28, Florida Statutes. This indemnification provision shall survive the termination of this Agreement however terminated. Contractor's obligation to indemnify, defend, and hold harmless shall not be limited by the amount of any insurance required to be obtained or maintained under the Contract Documents. Notwithstanding the foregoing, the Contractor's obligations to indemnify, defend and hold harmless shall be limited to one million dollars (\$1,000,000) or the Contract Price, whichever is greater, in accordance with section 725.06, Florida Statutes.

B. Paragraph 7.18 must survive termination or expiration of this Contract.

C. Subject to the limitations set forth in this Section, Contractor shall assume control of the defense of any claim asserted by a third party against Owner and, in connection with such defense, shall appoint lead counsel, in each case at Contractor's expense. Owner shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If Contractor assumes control of the defense of any third party claim in accordance with this paragraph, Contractor shall obtain the prior written consent of Owner before entering into any settlement of such claim. Notwithstanding anything to the contrary in Paragraph 7.18, Contractor shall not assume or maintain control

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of the defense of any third party claim, but shall pay the fees of counsel retained by Owner and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in good faith judgment of Owner, be detrimental in any material respect to Owner's reputation; (ii) the third party claim seeks an injunction or equitable relief against Owner; or (iii) Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

~~F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.~~

F. Contractor shall not be responsible for the adequacy of performance criteria or design criteria specified by Owner or Engineer.

- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- ~~F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.~~
- F. Not Used.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

~~C. Owner intends to contract with others for the performance of other work at or adjacent to the Site.~~

~~[Here identify individual or entity] will have authority and responsibility for coordination of the various contractors and work forces at the Site;~~

~~The following specific matters are to be covered by such authority and responsibility: [here itemize such matters];~~

~~3. The extent of such authority and responsibilities is: [here provide the extent]~~

8.03 *Legal Relationships*

- ~~A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.~~
- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its

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Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor will be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

8.04 Access to Port Manatee

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- A. Port Manatee is regulated under the provision of the Maritime Transportation Security Act of 2002 (MTSA). Individuals accessing the port must comply with the provision of the applicable regulations and the associated elements of Port Manatee's approved Facility Security Plan. These provisions include obtaining a federal Transportation Workers Identification Credential (TWIC), which requires submission to federal security screening. Information on the TWIC enrollment process is available at www.tsa.gov/twic. The cost for TWIC processing is \$124.00.
- B. Enroll TWIC into Port Manatee Access Control System. Enrollment into the Access Control System requires the applicant demonstrate verifiable port business. Additional information is available by contacting Port Manatee Security at 941-722-6455.
- C. Visitors/Temporary Access: Provisions exist to allow temporary access within Port Manatee's facilities. These provisions include:
1. Individuals not possessing a valid TWIC may be granted access under the following conditions:
 - a. Individuals must apply for access at the Port Manatee Access Control Center prior to entry. Passes will be issued to allow escorted access into the facility. Processing and Escort Fee's may be required.
 - b. Individuals are required to be escorted at all times while on the port. Failure to maintain proper escort is a violation of Federal regulations.
 2. Access Credential Fees:
 - a. A processing fee of \$124.00 is assessed by the Department of Homeland Security for each individual TWIC credential and is valid for five (5) years from the date of issuance.
 - b. A worker with a valid Hazmat Endorsement Threat Assessment Program endorsement may be eligible for a reduced processing fee of \$105.25.
 - c. The processing fee is subject to change pursuant to Port Manatee Tariff provisions.
 - d. A processing fee of \$20.00 is assessed in accordance with the Port Manatee Tariff for enrollment of a TWIC into the Access Control System.
 - e. A processing fee of \$5.00 is assessed for the issuance of temporary access credentials and a \$55.00 escort fee is required for individuals requiring a Port Security to conduct a TWIC escort. Provisions to allow the escorting of individuals by other than port security can be arranged by qualified companies on a case by case basis.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 Communications to Contractor

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 Replacement of Engineer

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 Furnish Data

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 Pay When Due

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 Lands and Easements; Reports, Tests, and Drawings

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

~~**9.06 Insurance**~~

- ~~A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.~~

~~**9.06. Not Used.**~~**9.07 Change Orders**

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 Inspections, Tests, and Approvals

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 Limitations on Owner's Responsibilities

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 Undisclosed Hazardous Environmental Condition

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

~~9.11 Evidence of Financial Arrangements~~

- ~~A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).~~

9.11 Not Used.9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

9.13 Owner's Representative

- A. Owner will furnish an "Owner's Representative" (OR) to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. The OR is not Engineer's consultant, agent, or employee. The OR will be an Owner employee. The authority and responsibilities of Owner's Representative follow:

1. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.
2. Review of Work and Rejection of Defective Work:
 - a. Conduct on-Site observations of Contractor's work in progress in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever OR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that OR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
3. Inspections, Tests, and System Start-ups:
 - a. Perform controlled inspections as specified
 - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of Owner's personnel as appropriate, and that Contractor maintains adequate records thereof.
 - c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
4. Records: Maintain records for use in preparing Project documentation.
5. Reports:

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- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule.
 - b. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.
6. Completion:
- a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.
 - b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and assist in preparing a final punch list of items to be completed and deficiencies to be remedied.
 - c. Observe whether all items on the final punch list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.
7. The OR shall not:
- a. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - b. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
 - c. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
 - d. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
 - e. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - f. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - g. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary-General Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary-General Conditions and in Paragraph 10.07.

1. On this Project, by agreement with the Owner, Engineer will not furnish a full time Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work. However, the Engineer will make periodic site visits and perform all other duties as the Engineer of Record as described in this Article and in the Technical Specification Sections.

- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary-General Conditions.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT**11.01 *Amending and Supplementing the Contract***

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 - ~~4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.~~
 - 4. Changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.09, or Article 12.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- ~~A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the~~

~~terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.~~

~~A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price. Contractor must submit the estimated costs of the Work Change Directive with all substantiating back-up 30 days prior to submission of any Change Proposal and no later than 30 days after the completion of the Work set out in the Work Change Directive. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, no later than 60 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, no later than 90 days after issuance of the Work Change Directive.~~

~~B. If Owner has issued a Work Change Directive and:~~

- ~~1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.~~
- ~~2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.~~

B. Not Used.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly

proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
 4. Change Orders require approval as an agenda item of the Manatee County Port Authority – Board of Commissioners. The Board meets on a monthly basis and change proposals are needed 3 weeks in advance of meetings and changes in Contract Price and Contract Times must account for meeting scheduling accordingly.
 5. An adjustment of the Contract Price will be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;

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- b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
- c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
- d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
- f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

~~1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.~~

1. *Submittal.* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision.

2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.

a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

~~3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.~~

3. *Engineer's Initial Review.* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal. Failure of the Contractor to provide a Change Proposal or supporting documentation within the stated time periods will result in a waiver of the Contractor claim to a Change Order based on the Change Proposal.

~~4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.~~

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4. *Engineer's Review and Action on Change Proposal:* Engineer will review each Change Proposal and, within 10 days after receipt of the Contractor's supporting data, take one of the following actions:

1. Determine whether or not a Change Order is appropriate based on the Change Proposal; or
2. Notify the Parties that the Engineer is unable to determine whether or not a Change Order is appropriate based on the Change Proposal if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For the purposes of the resolution of the Change Proposal, such notice will be deemed as a determination that a Change Order is not appropriate based on the Change Proposal.

If the Engineer determines a Change Order is appropriate, then the Engineer shall approve the Change Proposal, in whole or in part, and recommend a Change Order. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12. No action, taken or not, by the Engineer should be construed as an acknowledgement or acceptance of the accuracy or validity of any Contractor's claim until a signed and executed Change Order is issued.

5. *Binding Decision:* Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion:* Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

A. *Claims Process:* The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 - ~~4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.~~
 4. Not Used.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
- ~~1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.~~
 - ~~2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.~~
 1. At any time after initiation of a Claim, either Owner or Contractor may request non-binding mediation of the underlying dispute. The party requesting mediation will submit the mediation request in writing to the other party to the Contract. The mediation process will begin upon request of a written mediation request. The Owner and Contractor will select a mutually agreed upon mediator to conduct the non-binding mediation. The agreement to mediate will stay the Claim submittal and response process.
 2. Owner and Contractor will participate in the mediation process in good faith. Unless extended by the mutual written agreement of the parties, the process will be concluded within sixty (60) calendar days of the filing of the request.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- ~~G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.~~
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- ~~B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the~~

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~~locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:~~

- ~~1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.~~

B. Costs Included: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those prevailing in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees will include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs will include, but are not be limited to, salaries and wages plus the cost of fringe benefits, which will include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

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4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

~~c. Construction Equipment Rental~~

- ~~1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.~~
- ~~2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.~~
- ~~3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.~~

~~c. Construction Equipment Rental~~

- ~~1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading,~~

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assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs. The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of Work provisions of this Contract is the most current edition of Kelley Blue Book.

3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:

~~1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants,~~

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~~purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.~~

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
2. The cost of purchasing, renting, or furnishing small tools and hand tools.
3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
6. Expenses incurred in preparing and advancing Claims.
7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. Contractor's Fee

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary

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determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. Adjustments in Unit Price

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such

- inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection,

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testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 Owner May Stop the Work

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

B. If Owner stops Work under paragraph 14.06.A, Contractor will not be entitled to an extension of Contract Time or increase in Contract Price.

14.07 Owner May Correct Defective Work

~~A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.~~

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after 7 days written notice to Contractor, correct or remedy any such deficiency.

- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**15.01 Progress Payments**

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on

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the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
- ~~2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.~~
- ~~3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.~~
2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site, the Application for Payment will also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens (in the form of a waiver and release as contemplated by Chapter 713 of the Florida Statutes), and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
3. Beginning with the second Application for Payment, each Application will include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
5. Contractor will furnish evidence that payment received on the basis of materials and equipment not incorporated and suitably stored on Site has in fact been paid to the respective supplier(s) in the form of a waiver and release as contemplated by Chapter 713 of the Florida Statutes within 30 days of payment by Owner. Failure to provide such evidence of payment may result in the withdrawal of previous approval(s) and removal of

the cost of related materials and equipment from the next submitted Application for Payment.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;

- d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

- ~~1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.~~
1. Twenty-five days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
- a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

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- e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - ~~k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or~~
 - k. Liens have been filed in connection with the Work (With the security provided by Payment Bond and the Owner's power of to set-off amounts for claims, payment by one shall in no way impair or discharge the liability of the other).
 - l. Other items entitle Owner to a set-off against the amount recommended.
- ~~2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.~~
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner will promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction. Contractor must submit pay application for approved amount to be paid the approved amount.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.
4. All monies paid by Owner in settlement of lien as aforesaid, with the costs and expenses incurred by the Owner in connection therewith, will be charged to Contractor, will bear

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interest at the rate of three percentage points above the rediscounted rate then charged by the Federal Reserve Bank, and will be deducted from the next payment due Contract under the terms of this Contract.

- F. For contracts in which the Contract Price is based on the Cost of Work, if Owner determines that progress payments made to date substantially exceed the actual progress of the Work (as measured by reference to the Schedule of Values), or present a potential conflict with the Guaranteed Maximum Price, then Owner may require that Contractor prepare and submit a plan for the remaining anticipated Applications for Payment that will bring payments and progress into closer alignment and take into account the Guaranteed Maximum Price (if any), through reductions in billings, increases in retainage, or other equitable measures. Owner will review the plan, discuss any necessary modifications, and implement the plan as modified for all remaining Applications for Payment.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.
- B. No material or supplies for Work will be purchased by Contractor or Subcontractor subject to any title mortgage or under any conditional sale contract or any other agreement by which an interest is retained by the Seller. Contractor warrants that Contractor has good title to all materials and supplies used by Contractor in the Work, free from all liens, claims, or encumbrances.
- C. Contractor shall defend, indemnify, and save Owner and Engineer harmless from all claims (including but not limited to expert fees, and attorneys' fees and costs) growing out of the lawful demand the Subcontractors, laborers, workman, mechanics, material men and furnishers and machinery and parts thereof, equipment, power tools, and all supplies incurred in the furtherance of the performance of this Contract. Contractor must, at Owner's request, furnish satisfactory evidence that all applications of the nature here and above designated have been paid, discharged, or waived. If Contractor fails to do so, then Owner may, after having served written notice on said Contractor, either pay unpaid bills in which Owner has written notice direct, or withhold from Contractor's unpaid compensation a sum of money deemed reasonable sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor will be resumed, in accordance with the terms of the Contract, but in no event will the provisions of this sentence be construed to impose any obligations upon the Owner to either Contractor or Contractor Surety. In paying any unpaid bills of the Contractor, Owner will be deemed the agent of the Contractor and any payment so made by the Owner will be considered a payment made under the Contract by Owner to Contractor and Owner will not be liable to Contractor for any such payment made in good faith.

15.03 *Substantial Completion*

- ~~A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time~~

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~~submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.~~

- A. ~~When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Within 5 calendar days following Substantial Completion, the Contractor shall supply a list of items and the estimated costs to complete each item on the list required to render complete, satisfactory, and acceptable final completion to the Owner in accordance with section 255.077, Florida Statutes.~~
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
1. ~~If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.~~
- C. ~~If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.~~
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion

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reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- ~~E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.~~
- ~~E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the final punch list.~~
- ~~F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.~~
- ~~F. Engineer and Owner will review the Work and the Contractor-generated punch list to assure all deficiencies are noted on a final punch list document ("Punch List"). The Punch List must include all items required to render the Project complete, satisfactory, and acceptable. If Engineer and Contractor disagree on whether an item belongs on the Punch List, the Engineer has the final say on whether the item is included or not. The Punch List shall be finalized and issued to the Contractor by the Owner within the time frames indicated: (a) For construction estimated to cost less than ten million dollars (\$10,000,000.00), the Punch List must be developed within thirty (30) Days after the Substantial Completion date and delivered to the Contractor five (5) days thereafter; or (b) For construction projects estimated to cost more than ten million dollars (\$10,000,000.00), the Punch List must be developed within forty-five (45) Days after the Substantial Completion date and delivered to the Contractor five (5) days thereafter. For construction projects involving more than one building or structure or multiple phases, the Punch List must be prepared for each building, structure or phase within thirty (30) Days of the Substantial Completion date of a particular building, structure or phase if it is estimated to cost less than ten million dollars (\$10,000,000.00) or within forty-five (45) Days if it is estimated to cost more than ten million dollars (\$10,000,000.00).~~
- ~~G. At the same time the Owner delivers the Punch List, Contractor shall submit a payment application requesting that Owner pay the Contractor the remaining contract balance owed including all retainage previously held by Owner less an amount equal to 150 percent (150%) of the estimated cost to complete the items on the Punch List. Within twenty (20) business days after the delivery of the Punch List to the Contractor, the Owner must pay the Contractor the remaining contract balance owed, that includes all retainage previously withheld by Owner less an amount equal to 150 percent (150%) of the estimated cost to complete the items on the Punch List. Warranty items may not affect the final payment retainage as~~

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provided herein. Owner is not required to pay or process any payment request for retainage if the Contractor has failed to cooperate with Owner in the development of the list or failed to perform its contractual responsibilities with regard to the development of a list or if Section 255.078(3), F. S., applies. The failure to include any corrective work or pending items not yet completed on the Punch List does not alter the responsibility of Contractor to complete all the construction services purchased pursuant to the Contract Documents.

- H. Upon completion of the Punch List Work, the Contractor shall certify in writing to the Engineer that all Punch List Work has been completed in accordance with the Contract Documents and request the Engineer to inspect the Work and to approve Punch List completion. If, in the Engineer's opinion, the Work is not ready for such inspection, the Engineer will so inform the Contractor, giving reasons for such opinion. If the Engineer is satisfied that an inspection is warranted, the Engineer will, within a reasonable time, schedule and conduct inspection(s) of the facility with representatives of the Owner's user department, the Professional (if any), and the Contractor, for the purpose of formally reviewing the completion of Punch List Work. If the Engineer and the Contractor disagree on whether an item remains incomplete, the Engineer has the final say on whether the item is complete or not. If, upon completion of the inspection(s) the Owner does not consider the Punch List Work complete, the Engineer will notify the Contractor in writing giving specific reasons why the Punch List Work is not complete. Upon completion of all items on the Punch List, the Contractor may submit a payment request for the remaining amount withheld by the Owner. If a good-faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the Contract Documents, the Owner may continue to withhold an amount not to exceed one hundred and fifty percent (150%) of the total costs to complete such items. This remaining balance of retainage may be requested by the Contractor in its Final Application for payment after Final Acceptance of the Work by Owner. Warranty items may not affect the final payment of retainage pursuant to Section 218.735(7)(f), Florida Statutes.
- I. If the Owner fails to comply with its responsibilities to assist in developing the Punch List within the time frame applicable to the Project (as described above), the Contractor may submit a request for all remaining retainage withheld by the Owner. The Owner need not pay or process any payment request for retainage if Contractor has, in whole or part, failed to cooperate with the Owner in development of the Punch List or failed to perform its contractual responsibilities with regard to development of the Punch List. Additionally, the Owner does not have to pay or release any amounts that are the subject of a good-faith dispute, the subject of a claim brought pursuant to Section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the Owner or Contractor.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when

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Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.

2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies. Owner reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even though Engineer may have issued its recommendations. Unless and until Owner is completely satisfied, neither the final payment nor the retainage shall become due and payable.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
- ~~2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.~~

DATE: ~~MM/DD/YYYY~~ DATE: 05/29/2026~~d. a list of all duly pending Change Proposals and Claims; and~~~~e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.~~2. The final Application for Payment shall be accompanied (except as previously delivered) by:a. all documentation called for in the Contract Documents;b. consent of the surety, if any, to final payment;c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment;d. a list of all disputes that Contractor believes are unsettled;e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work; andf. Contractor's Affidavit for Final Payment~~3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.~~3. Contractor must furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are

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necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

~~E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.~~

E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 60 days of Owner's receipt of the final Application for Payment from Engineer and Owner's determination as to the acceptability of the Work as provided for

15.07 Waiver of Claims

- ~~A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.~~
- ~~B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.~~
- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.

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B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;
2. correct such defective Work;
3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

~~B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.~~

B. Not Used.

~~C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.~~

C. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses and damages

gives rise to Owner's set-off of such costs, losses, and damages, and any other remedies available to Owner.

- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

~~A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.~~

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will state Work is suspended and will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor will be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

~~A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:~~

- ~~1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);~~
- ~~2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;~~
- ~~3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or~~
- ~~4. Contractor's repeated disregard of the authority of Owner or Engineer.~~

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- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 4. Contractor's repeated disregard of the authority of Owner or Engineer.
 5. Contractor becomes insolvent such that Contractor is unable to meet its debts as they mature, unable to pay its debts generally, or institutes or has instituted against it under any law relating to bankruptcy, insolvency, or reorganization or relief of debtor, a proceeding which seeks the adjustment protection or composition of Contractor or its debts or an Order providing for appointment of a receiver, trustee, or other similar official for Subcontractor or substantial part of its property;
 6. Contractor fails to comply with the public records requirements of this Contract.
 7. Pursuant to section 287.135, Florida Statutes, if the Contractor is found to have submitted a false certification and has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria.
 8. Pursuant to section 287.135, Florida Statutes, if the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
 9. Pursuant to section 286.101, Florida Statutes, the Contractor is found to have failed to disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined below, if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. For purposes of this section, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. Contractor's disclosure must include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder.
 10. Pursuant to sections 448.09 and 449.095, Florida Statutes, the Contractor is found to have knowingly violated subsection 448.09(1), Florida Statutes, as may be amended, or if the

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Owner has a good faith belief that a subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended.

11. In the event that the Owner's budgeted funds are not available for a new fiscal period, the Owner shall notify the Contractor of such occurrence and the Contract shall terminate on the last day of the current fiscal period without penalty or expenses to the Owner.

12. Contractor violates substantive provision of the Contract.

13. If the Contractor abandons the work or sublets this Contract or any portion thereof, without the previous written consent of the Owner, or if the Contract or any claim thereunder will be assigned by the Contractor otherwise than as herein specified.

14. Contractor fails to strictly comply with any of the terms and conditions of Florida Department of Commerce Grant #G0139_____.

- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

~~B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.~~

~~B. Contractor will not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination~~

~~C. Upon receipt of written notice from Owner of such termination, Contractor must:~~

- ~~1. Cease operations as directed by the Owner in the written notice;~~
- ~~2. Take actions necessary or what Owner may direct for protection and preservation of Work; and~~
- ~~3. Except for Work directed to be performed prior to the effective date of termination stated in notice, terminate all existing subcontracts, and purchase order and enter into no further subcontracts or purchase orders.~~

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 - 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.
- C. Should it become necessary to commence an action, judicial or otherwise with respect to any dispute arising out of or related in any way to this Contract, sole and exclusive jurisdiction and venue for said state actions will be in the 12th Judicial Circuit in and for Manatee County, Florida and for any federal actions will be in the U.S. District Court, Middle District of Florida, Tampa Division. Each party in any such dispute will be responsible for its own attorney fees incurred in such action. The parties to this Contract expressly waive any and all rights to trial by jury with respect to any dispute arising from or related to this Contract.
- D. Contractor must carry on the Work and maintain progress schedule during the dispute resolution proceedings unless otherwise agreed to in writing by the Owner and Contractor.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- ~~A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:~~
 - ~~1. in person, by a commercial courier service or otherwise, to the recipient's place of business;~~
 - ~~2. by registered or certified mail, postage prepaid, to the recipient's place of business; or~~

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~~3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.~~

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

~~A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.~~

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 Controlling Law

~~A. This Contract is to be governed by the law of the state in which the Project is located.~~

~~A. This Contract is to be governed by the law of the state of Florida.~~

~~B. *Interest on judgments.* In the event of any disputes between the Parties to this Contract occurs, including without limitation to their assignee and or assigns arising out of or relating in any way to this Contract which results in litigation and a subsequent adjustment award or decree against either Party, it is agreed that an entitlement post judgment interests to either Party and/or their attorneys will be fixed by the proper Court at a rate of 5% per annum, simple interest. Under no circumstances will either Party be entitled to pre-judgment interest. The Parties' expressly acknowledge and to the extent allowed by law, hereby opt out of any provision of Federal or State Statutes not in agreement with this.~~

18.08 Assignment of Contract

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 Successors and Assigns

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 Headings

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

18.11 Standardized Forms

~~A. The form of all submittals, notices, change orders and other documents permitted or required to be used or transmitted under the Contract Documents will be determined by Engineer. The Forms for the Notice of Award, Notice to Proceed, Field Order, Application for Payment, Work Change Directive, Change Order, Certificate of Substantial Competition, and final receipt which the Engineer may use are contained in the subsequent pages of these Specifications.~~

18.12 Public Records

~~A. The Contractor shall keep adequate records and supporting documents applicable to this contractual matter. The Owner and its authorized agents will have the right to audit, inspect, and copy records and documents as often as the Owner deems necessary. All public records pertaining to this Contractual matter will be provided to the Owner by no later than the completion of the Project and at no cost to the Owner.~~

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- B. Pursuant to section 119.0701, Florida Statutes, for any tasks performed by Contractor on behalf of the Owner, the Contractor agrees that it will:
1. Keep and maintain public records that ordinarily and necessarily would be required by the Owner in order to perform the Work;
 2. Provide the public with access to public records on the same terms and conditions that the Owner would provide the records and at a cost that does not exceed the cost provide in Chapter 119, of the Florida Statutes or otherwise provided by law;
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by Laws and Regulations; and
 4. Meet all requirements for retaining public record and transfer, at no cost, to the Owner all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public record that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Owner in a format that is compatible with the information technology systems of the Owner.
- C. Failure by the Contractor to grant such public access will be grounds for immediate unilateral cancellation of this Contract by the Owner.
- D. If the Contractor receives a public records request, the Contractor agrees to immediately notify the Owner and respond. If Contractor does not comply with a Public Records request, or does not comply with a Public Records request within a reasonable amount of time, the Owner may pursue any and all remedies available in law or equity including, but not limited to, specific performance.
- E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PUBLIC RECORDS CUSTODIAN, MANATEE COUNTY PORT AUTHORITY, 300 TAMPA BAY WAY, PALMETTO, FL 34221-6608, TELEPHONE: (941) 722-6621, RECORDSCUSTODIAN@SEAPORTMANATEE.COM.**

18.13 E-Verify

- A. Contractor shall comply with all applicable provisions of sections 448.09 and 448.095, Florida Statutes, as may be amended. The definitions in section 448.095(1), Florida Statutes, as may be amended, apply to this section of the Contract. Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees of Contractor. Contractor may not enter into a contract with a subcontractor to perform work under this Agreement unless and until the subcontractor registers with and uses the E-Verify system. If Contractor enters into a contract with a subcontractor to perform work under this Agreement, Contractor must obtain a properly executed affidavit from the subcontractor stating that the subcontractor

does not employ, contract with, or subcontract with an unauthorized alien. Contractor must maintain copies of all such affidavits for the duration of this Agreement. Owner may terminate this Agreement for cause if Owner determines that Contractor or Contractor's subcontractor has not complied with any applicable provision of sections 448.09 or 448.095, Florida Statutes, as may be amended. Owner will terminate this Agreement for cause if Owner has a good faith belief that Contractor has knowingly violated subsection 448.09(1), Florida Statutes, as may be amended. If the Owner has a good faith belief that a subcontractor knowingly violated section 448.09(1), Florida Statutes, as may be amended, but Owner determines that Contractor otherwise complied with section 448.09(1), Florida Statutes, as may be amended, Owner will notify Contractor as such, and Contractor must immediately terminate Contractor's contract with said subcontractor. If this Agreement is terminated under section 448.095(c), Florida Statutes: (a) such termination is not a breach of this Agreement and may not be considered as such; (b) Contractor may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated; and (c) Contractor is liable for any additional costs incurred by the Owner as a result of the termination of the Agreement.

18.14 Severability

- A. If any one or more of the provisions of the Contract Documents shall be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and the Contract Documents shall be treated as though that portion had never been a part thereof.

18.15 No Third Party Beneficiaries

- A. This Agreement is entered into solely for the benefit of the parties and shall not be construed as a benefit to any third parties, including but not limited to the general public, nor shall it be construed as enforceable by any third parties.

18.16 Authorization, Mutual Drafting, and Counterparts

- A. The parties to this Agreement represent and warrant that they are authorized to enter into this Agreement without the consent and joinder of any other party and that the parties executing this Agreement have full power and authority to bind their respective parties to the terms hereof.
- B. This Agreement is the product of mutual drafting, each party having been represented by or having the opportunity to be represented by counsel, and therefore shall not be construed against either party.
- C. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

18.17 Wage Rates

- A. The requirements and provisions of all applicable Laws and Regulations, and any amendments thereof or additions thereto as to the employment of labor, and to the schedule of minimum wage rates established in compliance with Laws and Regulations are part of these Contract

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- Documents. If, after the Notice of Award, it becomes necessary to employ any person in a trade or occupation not classified in the wage determinations, such person will be paid at not less than such rates as will be determined by the officials administering the laws mentioned above. Such approved minimum rate will be retroactive to the time of the initial employment of such person in such trade or occupation. Contractor shall notify Owner of Contractor's intention to employ persons in trades or occupations not classified in sufficient time for Owner to obtain approved rates for such trades or occupations.
- B. The schedules of wages referred to above are minimum rates only, and Owner will not consider any claims for additional compensation made by Contractor because of payment by Contractor of any wage rate in excess of the applicable rate contained in these Contract Documents. All disputes in regard to the payment of wages in excess of these specified in the schedules must be resolved by Contractor.
- B. The schedules of wages should continue to be the minimum rates to be paid during the life of this Contract and a legible copy of said schedules should be kept posted in a conspicuous place at the site of the Work.
- C. This Agreement is subject to the applicable provisions of the Contract Work Hours and Safety Standards Act, Public Law 87-581, 87th Congress. No Contractor or Subcontractor contracting for any part of the Work may require or permit any laborer or mechanic to be employed on the Work in excess of forty hours in any work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times that person's basic rate of pay for all hours worked in excess of forty hours in such work week.

SEAPORT MANATEE
SOUTH DOCK ST.

PAYMENT BOND FORM
ITB-20260127-5/RH-0-2026/JDG
DATE: 05/29/2026

PAYMENT BOND FORM

SURETY (name, address of principal place of business, and telephone number):

CONTRACTOR (name, address, and telephone number):

Landmark Services of Southwest Florida, Inc.
1101 9th Ave. E Bradenton, F34208
(941) 358-8393

Ascot Surety & Casualty Company
10233 So Parker Rd #300, Parker CO 80134
PH: 646-356-8101

OWNER (name address, and telephone number):

Manatee County Port Authority
300 Tampa Bay Way
Palmetto, FL 34221

(941) 722-6621

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description (name and location): **SOUTH DOCK ST.**

Contract Number: ITB-20260127-5/RH-0-2026/JDG

BOND

Bond Number:

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Landmark Services of Southwest Florida, Inc. (seal)

Contractor's Name and Corporate Seal

By:

Signature

Rick Cripe

Print Name

President

Title

Attest:

Signature

Title

VP

Ascot Surety & Casualty Company (seal)

Surety's Name and Corporate Seal

By:

Signature (attach power of attorney)

Print Name

Attorney in fact and Florida Licensed
Resident Agent

Title

Attest:

Signature

Title

Surety Witness

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state of Florida.

SEAPORT MANATEE
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PAYMENT BOND FORM
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Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

template

**SEAPORT MANATEE
SOUTH DOCK ST.**

**PAYMENT BOND FORM
ITB-20260127-5/RH-0-2026/JDG
DATE: 05/29/2026**

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety must promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will 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 satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety will not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law,

**SEAPORT MANATEE
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PAYMENT BOND FORM
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the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor will be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. **Definitions**

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

18. Modifications to this Bond are as follows: **Telephone Numbers, Bond Number, Contract Number were added (in compliance with section 255.05(1)(a), Florida Statutes), and "IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida" was added**

END OF SECTION

SEAPORT MANATEE
SOUTH DOCK ST.

PERFORMANCE BOND
ITB-20260127-5/RH-0-2026/JDG
DATE: 05/29/2026

PERFORMANCE BOND

CONTRACTOR (name, address, and telephone number):

Landmark Services of Southwest Florida, Inc.
1101 9th Ave. E Bradenton, F34208
(941) 358-8393

SURETY (name, address of principal place of business, and telephone number):

Ascot Surety & Casualty Company
10233 So Parker Rd #300, Parker CO 80134

PH: 646-356-8101

OWNER (name, address, and telephone number):

Manatee County Port Authority
300 Tampa Bay Way
Palmetto, FL 34221
(941) 722-6621

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description (name and location), **SOUTH DOCK ST.**

Contract Number: **ITB-20260127-5/RH-0-2026/JDG**

BOND

Bond Number:

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Landmark Services of Southwest Florida, Inc. (seal)

Contractor's Name and Corporate Seal

By:

Signature

Rick Cripe

Print Name

President

Title

Attest:

Signature

John S. Cannon, Jr.

Title

VP

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state of Florida.

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

SURETY

Ascot Surety & Casualty Company

Surety's Name and Corporate Seal

By:

Signature (attach power of attorney)

Print Name

Attorney in fact and Florida Licensed
Resident Agent

Title

Attest:

Signature

Surety Witness

Title

**SEAPORT MANATEE
SOUTH DOCK ST.**

**PERFORMANCE BOND
ITB-20260127-5/RH-0-2026/JDG
DATE: 05/29/2026**

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

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

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

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

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

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

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

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

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

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner

and a contractor selected with the Owners 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 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

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

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

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

7.2 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 5; and

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

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

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

**SEAPORT MANATEE
SOUTH DOCK ST.**

**PERFORMANCE BOND
ITB-20260127-5/RH-0-2026/JDG
DATE: 05/29/2026**

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. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations 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 must be mailed or delivered to the address shown on the page on which their signature appears.

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

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper

payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows: **Telephone Numbers, Bond Number, Contract Number were added (in compliance with section 255.05(1)(a), Florida Statutes), and "IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state of Florida" was added.**

END OF SECTION

Anti-Human Trafficking Affidavit

Instructions: This form must be completed by an officer or representative of an entity entering into, renewing, or extending, a contract with SeaPort Manatee.

The undersigned, on behalf of Landmark Services of Southwest Florida, Inc ("Contractor"), hereby attests as follows:

- A.** Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the SeaPort Manatee from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined as follows:
- **"Coercion"** means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.
 - **"Labor"** means work of economic or financial value.
 - **"Services"** means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.
- B.** Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, hereby represent that I make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of Vendor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.**

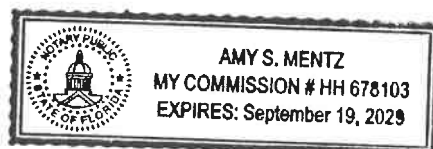
Authorized Signature: [Signature] Date: July 2, 2026
Printed Name: Rick Cripe Title: President

STATE OF Florida
COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2nd day of July, 2026, by Rick Cripe, as President on behalf of the company/corporation. They ☒ are personally known to me or ☐ have produced _____ as identification.

[Signature]
Signature of Notary Public

Amy Mentz
Name of Notary Typed, Printed or Stamped My
Commission Expires: _____



SEAPORT MANATEE
SOUTH DOCK ST.

TRENCH SAFETY AFFIDAVIT
ITB-20260127-5/RH-0-2026/JDG
DATE: 05/29/2026

TRENCH SAFETY AFFIDAVIT (SWORN STATEMENT)

The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the Project.

Bidder acknowledges and issues this sworn statement that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

Trench Safety Item (Description)	Cost
TOTAL \$ <u>208,808.81</u>	

THIS IS NOT A PAY ITEM: The purpose of this form is to gather information on the costs associated with trench safety measures and to insure that the Bidder has considered these costs and included them in the Total Estimated Base Bid and the Total Estimated Additive Alternate Bid. Company will not receive additional payment if actual quantities differ from those estimated or if the Company uses a safety measure different than those listed.

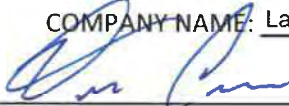
The undersigned assures that the entity will comply with the applicable Trench Safety Standards and agrees to indemnify and hold harmless the Owner and Engineer, and any of their agents or employees from any claims arising from the failure to comply with said standard.

The undersigned, in submitting this Bid, represents that he has reviewed and considered all available geotechnical information and made such other investigations and tests as he may deem necessary to adequately design the trench safety system he will utilize on this Project.

FAILURE TO COMPLETE THE ABOVE SHALL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.

COMPANY NAME: Landmark Services of Southwest Florida, Inc.

DATE: July 2, 2026

BY:  Rick Cripe

TITLE: President

STATE OF FLORIDA
COUNTY OF Manatee

The foregoing instrument was sworn and subscribed before me by means of ☐ physical presence or ☒ online notarization this 2nd day of July 2026, by Rick Cripe, who is personally known to me or has produced _____ as identification.

(Seal)

Notary Public

Print Name: Amy Mentz

My commission expires:

END OF SECTION

