

# MANATEE COUNTY GOVERNMENT

## INVITATION FOR BIDS (IFB) #09-0697-DS

### Elevator for Parrish Schoolhouse

### located at 12214 US 301 Parrish, Florida

Manatee County, a political subdivision of the State of Florida, (hereinafter "Manatee County" or the "County" or "Owner") will receive sealed bids from individuals, corporations, partnerships, and other legal entities organized under the laws of the State of Florida or authorized to conduct business in the State of Florida.

#### INFORMATION CONFERENCE

In order to insure that all prospective bidders have sufficient information and understanding of the County's needs, an Information Conference will be held **January 28, 2009 at 2:00 PM at Parrish Schoolhouse located at 12214 US 301, Parrish Florida**. All interested bidders are encouraged to attend. **See A.26 for address confirmation for the Information Conference and the Bid Opening.**

#### TIME AND DATE DUE:

**February 17<sup>th</sup> 2009 at 2:00 PM**

#### TABLE OF CONTENTS

Engineer's Construction Cost Estimate	Dated November 25, 2008
00010 Information to Bidders	Pages 00010 – 1-9
00020 Basis of Award	Pages 00020 - 1-2
00030 Terms and Conditions	Pages 00030 - 1-9
00100 Instruction to Bidders	Pages 00100 – 1-13
00300 Bid Form	Pages 00300 – 1
00430 Contractor's Questionnaire	Pages 00430 – 1-3
00491 Certification Forms	Pages 00491 - 1-5
00500 Form of Agreement	Pages 00500 – 1-4
00550 Project Management	Pages 00550 – 1-12
00700 General Conditions	Pages 00700 – 1-20

**Important Note:** A prohibition of Lobbying has been enacted. Please review paragraph A.20 carefully to avoid violation and possible sanctions.

#### FOR INFORMATION CONTACT:

**DONNA M. STEVENS**

**EMAIL: donna.stevens@mymanatee.org**

**(941) 749-3045 FAX (941) 749-3034**

Authorized for Release



SECTION 00010  
**INFORMATION TO BIDDERS**

**A.01. OPENING LOCATION**

These bids will be publicly opened at Manatee County Purchasing, 1112 Manatee Avenue West, Suite 803, Bradenton, Florida 34205 in the presence of County officials at the time and date stated, or soon thereafter. All bidders or their representatives are invited to be present.

**A.02 BID INFORMATION AND BID DOCUMENTS**

Manatee County Purchasing Division posts **notices of bid or proposal opportunities and addenda** on the Purchasing Division's web page at <http://www.mymanatee.org> which can be accessed by clicking on the "Purchasing" button on the left side of the screen and then clicking on the "Bids and Proposals" button and **on the County's document distribution service** at <http://www.demandstar.com>.

Electronic copies of Bid or Proposal documents may be requested at no cost per Florida Statute 119.01 (20 (e)). These files in PDF format may be obtained by calling the person or persons identified to contact on page one.

A fee may be charged for creating a CD recording or printed copy of the documents requested. Cost Details shall be provided when you specify the format.

The **documents are available in a portable document format (.PDF) files** which you may view and print using Adobe Acrobat software. You may download a free copy of this software (Adobe) from the County's web page if you do not have it.

Onvia DemandStar provides direct electronic distribution or email/fax notices of the agency's formal bid or proposal opportunities, at no charge. The distribution lists provided by this service are supplemental by the County.

Vendors may choose to download individual documents from DemandStar for a download fee posted on that services website. Vendors may contact DemandStar regarding an agency level subscription option that allows vendors to download bid documents and transact business with any one 1) agency for free. If a vendor chooses to increase the number of agencies beyond their single agency.

Documents may be purchased from Onvia DemandStar. The cost for copies of documents purchased from Onvia DemandStar is established per document and the cost information is published as part of the specific Proposal detail, subsection "Pre Bid Conference" on the Onvia DemandStar web pages.

**Award Document/Recommendations** appear on the Onvia DemandStar web page.

SECTION 00010  
**INFORMATION TO BIDDERS (continued)**

Notices of Source Selections appear on the Onvia DemandStar webpage and the County's web page (Financial Management – Purchasing Division).

Onvia DemandStar may be directly contacted at <http://demandstar.com> or by calling 800-331-5537, if you have any questions.

**NOTICE: AUTOMATED NOTICES OF ADDENDA ARE ISSUED ONLY VIA THE ONVIA DEMANDSTAR “PLANHOLDER” DISTRIBUTION SYSTEM.**

**IF YOU OBTAIN A COPY OF THIS BID OR PROPOSAL DOCUMENT FROM OTHER THAN REGISTERING WITH ONVIA DEMANDSTAR WEB SERVICE FOR THIS SPECIFIC BID – YOU SHALL NOT RECEIVE AUTOMATED NOTIFICATIONS OF ADDENDA.**

**IT IS THE RESPONSIBILITY OF EACH BIDDER, PRIOR TO SUBMITTING THEIR BID OR PROPOSAL, TO CONTACT THE MANATEE COUNTY PURCHASING OFFICE (see contact information on page one) TO DETERMINE IF ADDENDA WERE ISSUED AND TO MAKE SUCH ADDENDA A PART OF THEIR BID OR PROPOSAL.**

**A.03 BID FORM DELIVERY REQUIREMENTS**

Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their bid delivered to Manatee County Purchasing for receipt on or before the stated time and date. If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to Purchasing. Bids delayed by mail shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the bidder's request and expense. Telegraphic bids and/or facsimile bids will not be considered.

**A.04 CLARIFICATION & ADDENDA**

Each bidder shall examine all Invitation For Bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Invitation For Bids shall be made through the Manatee County Purchasing Office. The County shall not be responsible for oral interpretations given by any County employee, representative, or others.

#### A.04 CLARIFICATION & ADDENDA (continued)

The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given. If any addenda are issued to this Invitation for Bid, the County will attempt to notify all prospective bidders who have secured same; however, it shall be the responsibility of each bidder, prior to submitting their bid, to contact Manatee County. Purchasing (see contact on page 1) to determine if addenda were issued and to make such addenda a part of their bid.

#### A.05 SEALED & MARKED

One original and two copies of your signed bid shall be submitted in one sealed package, clearly marked on the outside "Sealed Bid # 09-0697-DS Elevator for Parrish Schoolhouse" with your company name and addressed to:

Manatee County Purchasing  
1112 Manatee Avenue West, Suite 803  
Bradenton, Florida 34205

#### A.06 LEGAL NAME

Bids shall clearly indicate the legal name, address and telephone number of the bidder. Bids shall be signed above the typed or printed name and title of the signer. The signer must have the authority to bind the bidder to the submitted bid.

#### A.07 BID EXPENSES

All expenses for making bids to the County are to be borne by the bidder.

#### A.08 IRREVOCABLE OFFER

Any bid may be withdrawn up until the date and time set for opening of the bid. Any bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 90 days to sell to Manatee County the goods and/or services set forth in the attached Contract Documents until one or more of the bids have been duly accepted by the County.

#### A.09 RESERVED RIGHTS

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

#### A.09 RESERVED RIGHTS (continued)

For all items combined, the bid of the lowest responsive, responsible bidder will be accepted, unless all bids are rejected. The lowest responsible bidder shall mean that bidder who makes the lowest bid to sell goods and/or services of a quality which conforms closest to or most exceeds the quality of goods and/or services set forth in the attached Contract Documents or otherwise required by the County, and who is fit and capable to perform the bid as made. To be responsive, a bidder shall submit a bid which conforms in all material respects to the requirements set forth in the Invitation For Bid. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any bidder to deliver the goods or service requested. Information the County deems necessary to make this determination shall be provided by the bidder. Such information may include, but shall not be limited to: current financial statements, verification of availability of equipment and personnel, and past performance records.

#### A.10 APPLICABLE LAWS

Bidder must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting agreement. Any involvement with Manatee County shall be in accordance with **Manatee County Purchasing Code Ordinance 08-43** as amended. Any actual or prospective Bidder or Proposer who is aggrieved in connection with the solicitation or award of a contract may protest to the Board of County Commissioners of Manatee County as required in Section 2-26/61 of the Purchasing Code. A protest with respect to this Invitation For Bid shall be submitted in writing prior to the scheduled opening date of this bid, unless the aggrieved person did not know and could not have been reasonably expected to have knowledge of the facts giving rise to such protest prior to the scheduled opening date of this bid. The protest shall be submitted within seven calendar days after such aggrieved person knows or could have reasonably been expected to know of the facts giving rise thereto.

#### A.11 CODE OF ETHICS

With respect to this bid, if any bid violates or any bidder is a party to a violation of the Code of Ethics of Manatee County per Manatee Purchasing Code Ordinance 08-43, Article 3, Ethics in Public Contracting, and/or the state of Florida per Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be

#### A.11 CODE OF ETHICS (continued)

further disqualified from submitting any future bids or proposals for work or for goods or services for Manatee County.

The County anticipates that all statements made and materials submitted in a proposal will be truthful. If a bidder or proposer is determined to be untruthful in its proposal or any related presentation, such bidder or proposer may be disqualified from further consideration regarding this Invitation For Bid or Request For Proposal.

#### A.12 COLLUSION

By offering a submission to this Invitation For Bid, the bidder certifies that he has not divulged, discussed or compared their bid with other bidders, and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to their own organization, that in connection with this bid:

- a. any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor;
- b. any prices and or cost data quoted for this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder, prior to the scheduled opening, directly or indirectly to any other bidder or to any competitor;
- c. no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;
- d. the only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into; and
- e. no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding or a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by bidder for purpose of doing business.

### A.13 BID FORMS

Bids must be submitted on attached County forms, although additional pages may be attached. **Bidders must fully comply with all bid specifications, terms, and conditions.** Failure to comply shall result in contract default, whereupon, the defaulting vendor shall be required to pay for any and all re- procurement costs, damages, and attorney fees as incurred by the County.

### A.14 DISCOUNTS

Any and all discounts must be incorporated in the prices contained in the bid; and not shown separately. The prices as shown on the bid form shall be the price used in determining award(s).

### A.15 TAXES

Manatee County is exempt from Federal Excise and State Sales Taxes (F.E.T. Exempt Cert. No. 59-78-0089K and FL Sales Tax Exempt Cert. No. 51-02-027548-53C); therefore, the bidder is prohibited from delineating a separate line item in his bid for any sales or service taxes. Nothing herein shall affect the bidder's normal tax liability.

### A.16 MATHEMATICAL ERRORS

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

### A.17 DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the Contract Documents, all equipment, materials and articles incorporated in the work covered by this contract shall be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the Contract Documents, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

#### A.18 MODIFICATION OF BID CONTRACT DOCUMENTS

If a bidder wishes to recommend changes to the bid Contract Documents, the bidder shall furnish in writing, data and information necessary to aid the County in evaluating the request to modify the bid Contract Documents. The County is not obligated to make any changes to the bid Contract Documents. Unless an addendum is issued as outlined in Article A.04, six calendar days prior to the opening date of this bid, the bid Contract Documents shall remain unaltered. **Bidders must fully comply with the bid Contract Documents, terms, and conditions.**

#### A.19 AMERICAN DISABILITIES ACT

The Board of County Commissioners of Manatee County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the County's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for an **Information Conference** or **Bid Opening** should contact the person named on the first page of this Bid Document at least twenty-four (24) hours in advance of either activity.

#### A.20 LOBBYING

After the issuance of any Invitation For Bid or Request For Proposals, prospective bidders, proposers or any agent, representative or person acting at the request of such bidder or proposer shall not contact, communicate with or discuss any matter relating in any way to the Invitation for Bid or Request For Proposals with any officer, agent or employee of Manatee County other than the Purchasing Director or as directed in the Invitation for Bid or Request For Proposals. This prohibition begins with the issuance of any Invitation for Bid, or Request For Proposals, and ends upon execution of the final contract or when the invitation or request has been cancelled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Procurement Code.

***The County reserves the right to amend or to add to the names listed as persons to contact. All amendments or additions to the names listed as persons to contact shall be issued by Purchasing, in writing.***



#### A.21 DRUG FREE WORK PLACE

In accordance with Resolution R-01-36, Manatee County Board of County Commissioners adopted a policy regarding bidders maintaining a drug free work place. This policy prohibits the award of bids pursuant to Manatee County Procurement Code, Section 3-101, to any person or entity that has not submitted written certification to the County that it has complied with those requirements. A Drug Free Work Place Certification Form is attached to this bid for this purpose.

#### A.22 PUBLIC ENTITY CRIMES

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (as of 01/01/2005 is \$25,000) for a period of 36 months from the date of being placed on the convicted vendor list.

#### A.23 PUBLIC CONTRACTING/ENVIRONMENTAL CRIMES CERTIFICATION

In accordance with Manatee County Purchasing Code 08-34, Article 5, Manatee County Board of County Commissioners adopted a policy prohibiting the award of County contracts to persons, business entities, or affiliates of business entities who have not submitted written certification to the County that they have not been convicted of bribery, attempted bribery, collusion, restraints of trade, price fixing, and violations of certain environmental laws. A Non-Conviction Certification Form is included with this bid for this purpose.

#### A.24 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

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

A.25 MBE/WBE

The State of Florida, **Office of Supplier Diversity** provides the certification process and the database for identifying certified MBE/WBE firms. This service may be directly accessed at: <http://www.osd.dms.state.fl.us/iframe.htm>

If you have any questions regarding this State service, please contact their office at (850) 487-0915.

A.26 ADDRESS CONFIRMATION FOR INFORMATION CONFERENCE AND BID OPENING

The Information Conference will be held at the Parrish Schoolhouse located at 12214 US 301 Parrish, Florida at 2:00 PM.

The Bid Opening will be held at Purchasing Conference Room located at 1112 Manatee Avenue West, Suite 803, Bradenton Florida.

**NOTE: ANY OR ALL STATEMENTS CONTAINED IN THE FOLLOWING SECTIONS; BASIS OF AWARD, TERMS AND CONDITIONS OF THE CONTRACT, OR CONTRACT DOCUMENTS WHICH VARY FROM THE INFORMATION TO BIDDERS SHALL HAVE PRECEDENCE.**

SECTION 00020  
**BASIS OF AWARD**

**B.01 BASIS OF AWARD**

Award shall be to the most responsive, responsible bidder meeting specifications and having the lowest Total Bid Price for **Bid "A"** or the lowest Total Bid Price for **Bid "B"** for the requirements listed on the Bid Form for the Work as set forth in this Invitation For Bid. Bid Prices shall include costs for furnishing all labor, equipment and/or materials for the completion of the Work in accordance with and in the manner set forth and described in the Contract Documents to the County's satisfaction within the prescribed time.

**Two schedules for Completion of the Work shall be considered. Each bid for completion by the specified stated time shall be offered as a separate "Total Bid Price". The County has the sole authority to select the bid based on the Completion Time which is in the best interest of the County. Only one award shall be made.**

In evaluating bids, the County shall consider the qualifications of the bidders; and if required, may also consider the qualifications of the subcontractors, suppliers, and other persons and organizations proposed. County may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work.

Whenever two or more bids are equal with respect to price, quality and service, the bid received from a local business shall be given preference in award. Whenever two or more bids which are equal with respect to price, quality and service are received, and both bids and neither of these bids are received from a local business, the award shall be determined by a chance drawing conducted by the Purchasing Office and open to the public.

Local business is defined as a business duly licensed and authorized to engage in the sale of goods and/or services to be procured, which has a place of business in Manatee County with full time employees at that location.

**B.02 QUALIFICATIONS OF BIDDERS**

Each bidder must secure all licenses required (in accordance with Chapter 489 Florida Statutes) for the Work which is the subject of this bid; and, upon request, shall submit a true copy of all applicable licenses. **The minimum license requirement for this project is a General Contractor's license with Manufacturers Installation Certification.**

**B.02 QUALIFICATIONS OF BIDDERS (continued)**

To demonstrate qualifications to perform the Work, each bidder must be prepared to submit within five days of County's request; written evidence such as financial data, previous experience, present commitments and other such data as may be requested. Bidder must be able to provide evidence of Bidder's qualification to do business in the state of Florida. Each bidder shall submit as a portion of their bid a completed Contractor's Questionnaire included as Section 00430.

A complete list of all subcontractors proposed for any portion of the Work may be requested of any Bidder deemed necessary by the Owner. Subcontracts shall be awarded only to those subcontractors considered satisfactory by the Owner.

**B.03 AWARD OF CONTRACT**

Award shall be made only by a majority vote of a quorum of Manatee County Board of County Commissioners in open session or by the Purchasing Director in accordance with Ordinance 08-43 Manatee County Procurement Code.

A written notice confirming award or recommendation thereof will be forwarded to the Successful Bidder accompanied by the required number of unsigned counterparts of the Agreement. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement with any other required documents to County. (Note: Contract must be approved and executed by Manatee County to be valid.)

Said award may be conditional on the subsequent submission of other documents as specified herein. The Successful Bidder may be in default of the contractual obligations if any of the required documents are not submitted in a timely manner and in the form required by the County. If the Successful Bidder is in default, the County, through the Purchasing Director, will void its acceptance of the Bidder's offer and may determine to accept the offer from the second lowest responsive, responsible bidder or re-advertise for bids.

END OF SECTION

SECTION 00030  
GENERAL TERMS AND CONDITIONS OF THE CONTRACT

C.01 CONTRACT FORMS

The agreement resulting from the acceptance of a bid shall be in the form of the agreement stated in this bid.

C.02 ASSIGNMENT OF CONTRACT

Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract or of his right, title, or interest therein, or his power to execute such Contract, or to assign any monies due or to become due there under to any other person, firm or corporation unless first obtaining the written consent of the County. The giving of such consent to a particular subcontractor assignment shall not dispense with the necessity of such consent to any further or other assignment.

C.03 COMPLETION OF WORK

The Work will be completed and ready for final inspection within the specified calendar days from the date the Contract Time commences to run. Two bids shall be considered based on 30 calendar days and based on 45 calendar days. The County has the sole authority to select the bid based on the Completion Time which is in the best interest of the County. Only one award shall be made. The County has the sole authority to select the bid based on the Completion Time which is in the best interest of the County. Only one award shall be made.

C.04 LIQUIDATED DAMAGES

If the Contractor refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will hinder its completion within the time specified, the County may seek damages. The actual damages for delay will be impossible to determine and in lieu thereof, the Contractor shall pay to the Owner the sum of \$580.00 as fixed, agreed, and liquidated damages for each calendar day of the delay until the Work is finally accepted by the County and the Contractor and his Surety shall be liable for the amount thereof.

C.05 PAYMENT

Contractor may apply for partial payment on monthly estimates, based on the amount of Work done or completed in compliance with the provisions of the Contract. Contractor shall submit an application, on a form provided or approved by the County, of an approximate estimate of the proportionate value of the Work done, items and locations of the Work performed up to and including the last day of the period then ending. The County will then review said estimate and make any necessary revisions so that the estimate can receive approval for payment. If the Contractor and the County do not agree on the approximate estimate of the proportionate value of the Work done for any pay period, the determination of the County will be binding. The amount of said estimate after deducting any required retainage and all previous payments shall be due and payable to the Contractor within 20 days after the pay estimate has been approved by the County.

It is the Contractor's responsibility for the care of the materials. Any damage to or loss of said materials is the full responsibility of the Contractor. Any Periodical Pay Estimate signed by the Contractor shall be final as to the Contractor for any or all work covered by the Periodical Pay Estimate. Any requests for payment of materials stored on site must be accompanied with a paid receipt. The Contractor warrants and guarantees that title to all work, materials and equipment covered by any application for payment, whether incorporated in the project or not, will pass to the County at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter referred to as "Liens").

The Contractor agrees to furnish an affidavit stating that all laborers, material men, and subcontractors have been paid on the project for Work covered by the application for payment and that a partial or complete release of lien, as may be necessary, be properly executed by the material men, laborers, subcontractors on the project for Work covered by the application for payment, sufficient to secure the County from any claim whatsoever arising out of the aforesaid Work.

When the Contractor has completed the Work in compliance with the terms of the Contract Documents, he shall notify the County in writing that the project is ready for final inspection. The County will then advise the Contractor as to the arrangements for final inspection and what Work, if any, is required to prepare the project or a portion thereof for final inspection. When the County determines the project or portion thereof is ready for final inspection, the County shall perform same. Upon completion of final inspection, the County will notify Contractor of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies. When all such errors have been corrected, a final re-inspection will be made. The process will be repeated until, in the opinion of the County, the project has been completed in compliance with the terms of the Contract Documents.

### C.05 PAYMENT (continued)

When final acceptance has been made by the County, the County will make final payment of the Contract amount, plus all approved additions, less approved deductions and previous payments made. The Contract will be considered complete when all work has been finished, the final inspection made, approved asbuilts received, and the project finally accepted in writing by the County. The Contractor's responsibility shall then terminate except as otherwise stated.

### C.06 RETAINAGE

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

A **retainage** of 10% percent of the total contract amount shall be withheld from all payment until 50% of the work has been completed. After 50% completed the retainage shall be reduced to 5% of the total contract amount, and one half of the previously withheld amount shall be paid to the contractor. The remaining retainage shall be included in the final payment.

### C.07 WARRANTY AND GUARANTEE PROVISIONS

All work, materials, and equipment furnished as defined herein shall be guaranteed and warranted by the contractor for a minimum period of three (3) years, unless otherwise specified, from final acceptance by the Owner to be free from defects due either to faulty materials or equipment or faulty workmanship. All materials, equipment, and workmanship furnished and installed by the contractor is warranted and guaranteed by the contractor to be such as to meet the required standards and to accomplish the purposes and functions of the project as defined, detailed, and specified herein. The Owner shall, following discovery thereof, promptly give written notice to the contractor of faulty materials, equipment, or workmanship within the period of the guarantee and the contractor shall promptly replace any part of the faulty equipment, material, or workmanship at his own cost. These warranty and guarantee provisions create no limitations on the Owner as to any claims or actions for breach of guaranty or breach of warranty that the Owner might have against parties other than the contractor, and do not constitute exclusive remedies of the Owner against the contractor.

### C.08 ROYALTIES AND PATENTS

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

### C.09 AUTHORIZED PRODUCT REPRESENTATION

The contractor, by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. Failure to perform accordingly may, in the County's sole discretion, be deemed a breach of contract, and shall constitute grounds for the County's immediate termination of the contract.

### C.10 REGULATIONS

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

### C.11 CANCELLATION

Any failure of the contractor to furnish or perform the Work (including, but not limited to, commencement of the Work, failure to supply sufficient skilled workers or suitable materials or equipment) in accordance with the contract, the County may order the stop of the Work, or any portion thereof, until the cause for such order has been eliminated. If the contractor persistently fails to perform the Work in accordance with the contract, the County reserves the right to terminate the contract and select the next qualified bidder or re-advertise this procurement in part or in whole. The County reserves the right to cancel all or any undelivered or unexecuted portion of this contract with or without cause.

### C.12 INDEMNIFICATION

The contractor covenants and agrees to indemnify and save harmless the County, its agents and employees, from and against all claims, suits, actions, damages, causes of action, or judgments arising out of the terms of the resulting agreement for any personal injury, loss of life, or damage to the property sustained as a result of the performance or non-performance of services or delivery of goods; from and against any orders, judgments, or decrees, which may be entered against the County, its agents or employees; and from and against all costs, attorney's fees, expenses and other liabilities incurred in the defense of any such claim, suit or action, and the investigation thereof. Nothing in the award, resulting agreement, contract or



C.12 INDEMNIFICATION (continued)

purchase Order shall be deemed to affect the rights, privileges and immunities of the County as set forth in Florida Statute Section 768.28.

C.13 MANUALS, SCHEMATICS, HANDBOOKS

All manuals, schematics and handbooks shall be provided which are applicable to the equipment delivered. An operators manual, parts manual and technician manual must also be provided. Parts lists (manuals) must include OEM part numbers for items not manufactured by the bidder. Vendor shall furnish two (2) copies of each.

C.14 INSURANCE

The contractor will not commence work under a contract until all insurance under this section and such insurance coverage as might be required by the County has been obtained. The contractor shall obtain, and submit to Purchasing within 15 calendar days of request, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

a. Workers' Compensation/Employers' Liability

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

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

<u>\$100,000</u>	(Each Accident)
<u>\$500,000</u>	(Disease-Policy Limit)
<u>\$100,000</u>	(Disease-Each Employee)

C.14 INSURANCE (Continued)b. Commercial General Liability

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

General Aggregate:

Products/Completed Operations Aggregate	<u>\$1,000,000</u>
Personal and Advertising Injury	<u>\$300,000</u>
Each Occurrence	<u>\$300,000</u>
Fire Damage (Any One Fire)	\$ Nil
Medical Expense (Any One Person)	\$ Nil

c. Business Auto Policy

Each Occurrence Bodily Injury and Property Damage Liability Combined	<u>\$300,000</u>
Annual Aggregate (if applicable):	<u>\$1,000,000</u>

d. Owners Protective Liability Coverage

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

e. Property Insurance

**If this contract includes** construction of or additions to above ground buildings or structures, contractor shall provide "**Builder's Risk**" insurance with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).

f. Installation Floater

**If this contract does not include** construction of or additions to above ground building or structures **but does involve** the installation of machinery or equipment, contractor shall provide an "**Installation Floater**" with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).

C.14 INSURANCE (Continued)g. Certificates of Insurance and Copies of Policies

Certificates of Insurance in triplicate evidencing the insurance coverage specified in the six above paragraphs a., b., c., d., e. and f., shall be filed with the Purchasing Director before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the bid number, project title and location of project. Insurance shall remain in force at least one year after completion and acceptance of the project by the County, in the amounts and types as stated herein, with coverage for all products and services completed under this contract.

**ADDITIONAL INSURED: - The contractor shall name Manatee County as additional insured in each of the applicable policies.**

If the initial insurance expires prior to the completion of operations and/or services by the contractor, renewal certificates of insurance and required copies of policies shall be furnished by the contractor and delivered to the Purchasing Director 30 days prior to the date of their expiration.

Nothing herein shall in any manner create any liability of the County in connection with any claim against the contractor for labor, services, or materials, or of subcontractors; and nothing herein shall limit the liability of the contractor or contractor's sureties to the County or to any workers, suppliers, material men or employees in relation to this contract.

C.15 BID BOND/CERTIFIED CHECK

By offering a submission to this Invitation for Bids the bidder agrees, should the bidder's bid be accepted, to execute the form of contract and present the same to Manatee County for approval within 15 days after being notified of the awarding of the contract. The bidder further agrees that failure to execute and deliver said form of contract **within 15 days** will result in damages to Manatee County and as guarantee of payment of same a bid bond/certified check shall be enclosed within the submitted sealed bid in the amount of five (5%) percent of the total amount of the bid. The bidder further agrees that in case the bidder fails to enter into a contract, as prescribed by Manatee County, the bid bond/certified check accompanying the bid shall be forfeited to Manatee County as agreed liquidated damages. If the County enters into a contract with a bidder, or if the County rejects any and/or all bids, accompanying bond will be promptly returned.

### C.16 PERFORMANCE AND PAYMENT BONDS (Continued)

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

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

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

### C.17 PROJECT SCHEDULE

The successful bidder will be required to submit a detailed construction schedule upon notification of award or its intent.

### C.18 NO DAMAGES FOR DELAY

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County by reason of any delays. The Contractor shall not be entitled to an increase in the Total Contract Price or payment or compensation of any kind from the County or direct, indirect, consequential impact or other costs, expenses for damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided, however, that this provision shall not preclude recovery or damages by the Contractor for hindrance or delays due solely to fraud, bad faith, or active interference on part of the County or its agents. Otherwise, the Contractor shall only be entitled to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

C.19 NO INTEREST

Any monies not paid by the County when claimed to be due to the Contractor under this Contract shall not be subject to interest including prejudgment interest. Any monies not paid by the County when claimed to be due to the Contractor for damages awarded in the case of construction delays shall not be subject to prejudgment interest.

C.20 CONSTRUCTION OF CONTRACT

This Contract and the rights and responsibilities hereunder shall not be construed more strongly against either party, regardless of the extent to which such party may have participated in the preparation hereof.

**END OF SECTION**

SECTION 00100  
**INSTRUCTIONS TO BIDDERS**

**D.01 THE WORK**

The work included in this contract consists of a new Elevator system located at the Old Parrish Schoolhouse. Located at: 12214 US 301 in Parrish Florida... The work Includes, but is not limited to furnishing and installing:

Note: There is nothing to be removed.

**Part 1 GENERAL**

**1.01 SUMMARY**

**A. This Section specifies hydraulic elevators.**

**1.02 REFERENCES**

- A. Comply with applicable building codes and elevator codes at the project site, including but not limited to the following:
1. ANSI A117.1, Buildings and Facilities, Providing Accessibility and Usability for Physically Handicapped People
  2. ADAAG, Americans with Disabilities Act Accessibility Guidelines
  3. ANSI/NFPA 70, National Electrical Code
  4. ANSI/NFPA 80, Fire Doors and Windows
  5. ASME/ANSI A17.1, Safety Code for Elevators and Escalators
  6. ANSI/UL 10B, Fire Tests of Door Assemblies
  7. Model Building Code
  8. All other local applicable codes

## 1.03 SYSTEM DESCRIPTION:

### A. Performance Requirements and General Characteristics:

- |                                |   |
|--------------------------------|---|
| 1. Type: Holeless:             | Twin direct acting hydraulic cylinder without well holes. Cantelevered single telescoping cylinder applications are not acceptable. |
| 2. Quantity of Elevators:      | One (1)   |
| 3. Number of Stops:            | Two (2) (review plans)  |
| 4. Number of Openings:         | Two (2) at Front  |
| 5. Rise:                       | 13' 7" (verify travel in plans)   |
| 6. Rated Load:                 | 2100 lb.  |
| 7. Rated Speed:                | 100 FPM (feet per minute)   |
| 8. Car Dimensions (inside):    | 5' 8" wide x 4' 3" deep   |
| 9. Note: height under ceiling: | 7' 4-1/2"   |
| 10. Hoistway Dimensions:       | 7' 4" wide x 5' 9" deep   |
| 11. Entrance Dimensions:       | 3' 0" (w) x 7' 0" (h)   |
| 12. Entrance Type:             | Single Slide Side Opening   |
| 13. Stopping Accuracy:         | $\pm \frac{1}{4}$ " under any loading condition or direction of travel.   |
| 14. Main Power Supply:         | 240V, 3 Phase, with a separate equipment-grounding conductor.   |
| 15. Lighting Power Supply:     | 120 Volts, 1 Phase, 15 Amps, and 60 Hz.   |

- B. Simplex Collective Operation: Using a microprocessor-based controller, operation shall be automatic by means of the car and hall buttons. If all calls in the system have been answered, the car shall park at the last landing served. On board diagnostics must be provided on the central microprocessor for servicing, adjusting, and maintaining. If on board diagnostics are equipped, then the manufacturer is to provide the necessary external tools (including laptop) and associates owner's license for this equipment. All components (including printed circuit boards) needed for servicing must be available on the free market to all elevator service companies.
- C. Operating Features:
1. Full Collective Operation
  2. Single Speed Fan
  3. On/Off Light Switch
  4. Solid State Starting
  5. Firefighters' Service Phase I & II
  6. Top of Car Inspection
  7. Car-Stall Protection
- D. Door Control Features:
1. Closed Loop Door Operator is a closed loop, microprocessor based door operator system. The door operator will facilitate smooth operation under varying environmental influences such as, temperature, wind, friction, and component variation. The processor will monitor the door's actual position and velocity compared to its desired position and velocity. If variations are detected in the profile the command will be automatically corrected. The Closed Loop Door Operator control system shall not require machine room door control equipment.
  2. Door noise not to exceed 58dBA.
  3. Door control to open doors automatically when car arrives at a landing in response to a normal hall or car call.



4. Elevator doors shall be provide with a reopening device that will stop and reopen the car door (s) and hoistway door (s) automatically should the door(s) become obstructed by an object or person.

Primary door protection shall consist of a two dimensional, multi-beam array projecting across the car door opening. Under normal operation and for any door position, the system shall detect as a blockage an opaque object that is equal to or greater than 1.3 inches (33 mm) in diameter when inserted between the car doors at vertical positions from within 1 inch (25 mm) above the sill to 71 inches (1800 mm) above the sill. Under degraded conditions ( one or more blocked or failed beams), the primary protection shall detect opaque objects that are equal to or greater than 4" (100 mm) in diameter for the same vertical coverage. If the system performance is degraded to the point that the 4" object cannot be detected, the system shall maintain the doors open or permit closing only under nudging force conditions.

The door reopening device shall also include a secondary, three dimensional, triangular infrared multi-beam array projecting across the door opening and extending into the hoistway door zone. The door opening device will cause the doors to reopen when it detects a person(s) or object(s) entering or exiting the car in the area between the hoistway doors or the entryway area adjacent to the hoistway doors.

The size of the secondary protection zone shall vary as the door positions vary during opening and closing. The width of the zone shall be approximately one-third the size of the separation between the doors (or door and strike plate for single-slide doors) and shall be approximately centered in the door separation. In order to minimize detection of hallway passers-by that are not entering the elevator, the minimum zone penetration into the entryway shall not exceed 20" for any door separation. Normal penetration depth into the entryway from the car doors shall be ~14" for a door separation of 42". The penetration shall reduce proportionally as the doors close. At door separations of 18" or less the secondary protection system may cease its normal operation since the depth of the zone recedes to where it is inside the hoistway doors. The vertical coverage of the secondary protection shall be ~19" (480 mm) above the sill to ~55" (1400 mm) above the sill (mid-thigh to shoulder of a typical adult).

5. The secondary protection shall have an anti-nuisance feature which will ignore detection in the secondary zone after continual detection occurs for a significant time period in the secondary zone without corresponding detection in the primary protection zone; i.e. a person/object is in the entryway but does not enter. Normal secondary protection shall be re-enabled whenever detection occurs in the primary zone.

The reaction time of the door detector sub-system shall not exceed 60 milliseconds when both primary and secondary protection capabilities are active; nor 40 milliseconds when the secondary protection is disabled.

6. Door nudging operation to occur if doors are prevented from closing for an adjustable period of time.

## 1.04 SUBMITTALS

- A. Product Data: Submit manufacturer's product data for each system proposed for use. Include the following:

1. Signal and operating fixtures, operating panels and indicators
2. Cab design, dimensions and layout
3. Hoistway-door and frame details
4. Electrical characteristics and connection requirements
5. Expected heat dissipation of elevator equipment in machine room (BTU)

- B. Shop Drawings: Submit approval layout drawings. Include the following:

1. Car, guide rails, buffers and other components in hoistway
2. Maximum rail bracket spacing
3. Maximum loads imposed on guide rails requiring load transfer to Building structure
4. Loads on hoisting beams
5. Clearances and travel of car
6. Clear inside hoistway and pit dimensions
7. Location and sizes of access doors, hoistway entrances and frames

- C. Operations and Maintenance Manuals: Provide manufacturer's standard operations and maintenance manual.

## **1.05 QUALITY ASSURANCE**

- A. Manufacturer: Provide elevators manufactured by a firm with a minimum of 10 years experience in fabrication of elevators equivalent to those specified. Elevator manufacturer shall be ISO9002 Certified.
- B. Installer: The manufacturer shall install elevators.
- C. Regulatory Requirements: Elevator system design and installation shall comply with the latest versions of ASME A17.1 and applicable local codes.
  - 1. Elevator shall be designed in response to Americans with Disabilities Act Accessibility Guidelines (ADAAG).
- D. Permits and Inspections: Provide licenses and permits and perform required inspections and tests.

## **1.06 DELIVERY, STORAGE AND HANDLING**

- A. Should the building or the site not be prepared to receive the elevator equipment at the agreed upon date, the County will provide a proper and suitable storage area on the premises.

## **1.07 WARRANTY**

- A. The elevator contractor's acceptance is conditional on the understanding that their warranty covers defective material and workmanship. The guarantee period shall not extend longer than one (1) year from the date of completion or acceptance thereof by beneficial use, whichever is earlier, of each elevator. The guarantee excludes: ordinary wear and tear, improper use, vandalism, abuse misuse, or neglect or any other causes beyond the control of the elevator contractor and this express warranty is in lieu of all other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose.

## **1.08 MAINTENANCE SERVICE**

- A. Maintenance service consisting of regular examinations, adjustments and lubrication of the elevator equipment shall be provided by the elevator contractor for a period of twelve (12) months after the elevator has been turned over for the customer's use. This service shall not be subcontracted but shall be performed by the elevator contractor. All work shall be performed by competent employees during regular working hours of regular working days and shall include regular time callback service. This service shall not cover adjustments, repairs, or replacement of parts due to negligence, misuse abuse or accidents caused by persons other than the elevator contractor. Only genuine parts and supplies as used in the manufacture and installation of the original equipment shall be provided.

## **PART 2 PRODUCTS**

### **2.01 ACCEPTABLE MANUFACTURER**

- A. Provide hydraulic elevators manufactured by Otis Elevator Company or approved equal.

### **2.02 EQUIPMENT: GENERAL**

- A. The hydraulic system shall be of compact design suitable for operation under the required pressure. The power component shall be mounted in the hydraulic-fluid storage tank. The control valve shall control flow for up and down directions hydraulically and shall include an integral check valve. A control section including control solenoids shall direct the main valve and control: up and down starting, acceleration, transition from full speed to leveling speed, up and down stops, pressure relief and manual lowering. All of these functions shall be fully adjustable for maximum smoothness and to meet contract conditions. System to be provided with a muffler and a shut-off valve.
- B. A microprocessor-based controller shall be provided, including necessary starting switches together with all relays, switches, solid-state components and hardware required for operation, including door operation, as described herein. A three-phase overload device shall be provided to protect the motor against overloading.
- C. A manual lowering feature shall permit lowering the elevator at slow speed in the event of power failure or for adjusting purposes.
- D. A low voltage monitoring device shall be provided to protect against incorrect operation during low voltage (building power) occurrences.
- E. Circuit Identification: All electrical wires throughout the elevator electrical system shall be marked with a unique circuit identifying number appearing four (4) times per foot.
- F. Pressure Switch.

## 2.03 EQUIPMENT: HOISTWAY COMPONENTS

- A. Plungers and Cylinders: Each cylinder shall be constructed of steel pipe of sufficient thickness and suitable for the operating pressure. The top of each cylinder shall be equipped with a cylinder head with a drip ring to collect any oil seepage as well as an internal guide ring and self-adjusting packing. Each plunger shall be constructed of selected steel tubing or pipe of proper diameter machined true and smooth with a fine polished finish. Each plunger shall be provided with a stop ring electrically welded to it to prevent the plunger from leaving the cylinder. Each plunger and cylinder shall be installed plumb and shall operate freely with minimum friction.
- B. Car guide rails: Tee-section steel rails with brackets and fasteners.
- C. Buffer: Helical coil spring type.
- D. Wiring: Wiring for hoistway electrical devices included in scope of the elevator system, hall panels, pit emergency stop switch, and the traveling cable for the elevator car.
- E. Entrances:
  - 1. Frames: Entrance frames shall be of bolted construction for complete one-piece unit assembly. All frames shall be securely fastened to fixing angles mounted in the hoistway and shall be of 14-gauge sheet steel. Sills shall be extruded aluminum.
  - 2. Doors: Entrance doors shall be of hollow metal construction with vertical internal channel reinforcements.
  - 3. Fire Rating: Entrance and doors shall be UL fire rated for 1-1/2 hour.
  - 4. Entrance Finish: White Powder Paint.
  - 5. Entrance Markings: Entrance jambs shall be marked with 4" x 4" plates having raised floor markings with Braille adjacent. Markings shall be provided on both sides of the entrance.
  - 6. Sight Guards: Black.

## 2.04 EQUIPMENT CAB COMPONENTS

- A. Car Frame: A suitable car frame shall be provided with adequate bracing to support the platform and car enclosure. The buffer striking plate on the underside of the car-frame platform assembly must fully compress the spring buffer mounted in the pit before the plunger reaches its lower limit of travel.
- B. Platform, Heavy Loading Type: The car platform shall be arranged to accommodate one-piece loads weighing up to 25% of the rated capacity, such as wheeled food carts, stretchers, x-ray equipment, etc. The platform shall be recess 5/16" for flooring by others.
- C. Cab Walls: Seven (7) 1/2" attached vertical raised non-removable panels, laminated front and back with plastic laminate. Cab walls shall be fitted with moving pad attachments and moving pads.
- D. Car Front and Cab Door Finish: Satin Stainless Steel
- E. Car Top: Made of wood material clad on both sides with a natural finish aluminum panel.
- F. Ceiling Type: Seven (7) 3/4" attached vertical raised non-removable panels, laminated front and back with plastic laminate.
- G. Emergency Car Lighting: An emergency power unit employing a 6 volt, sealed rechargeable battery and totally static circuits shall be provided to illuminate the elevator car and provide current to the alarm bell in the event of building power failure.
- H. Emergency Pulsating Siren: Siren mounted on top of the car that is activated when the Alarm button in the car-operating panel is engaged. Siren shall have a rated sound pressure level of 80 dba at a distance of 3.0 m from the device. Siren shall respond with a delay of not more than 1 second after the switch or push button has been passed.
- I. Cab Wiring: All wiring on the elevator cab shall use factory wired harnesses with Wago® Cage Clamp® plugs and receptacles, and shall terminate behind the car operating panel.
- J. Exhaust Fan: An exhaust fan shall be mounted on the car top.
- K. Utility outlet: A 125-volt 15-ampere utility outlet with ground-fault circuit-interrupter protection shall be furnished on top of the cab.

## 2.04 EQUIPMENT CAB COMPONENTS

- L. Handrails: Rectangular Tubular Metal Bar ½" x 1 ½". Satin stainless steel finish provided on the rear wall of the car enclosure.
- M. Threshold: Aluminum.
- N. Emergency Exit Contact: An electrical contact shall be provided on the car-top exit where required by code.

## 2.05 EQUIPMENT: SIGNAL DEVICES AND FIXTURES

- A. Car-Operating Panel: A panel shall be provided which contains all push buttons, key switches, and message indicators for elevator operation. Each push button shall have Braille and raised floor markings provided.

Car Fixture Finish: Satin Stainless Steel.

1. Flat applied car operating panel shall be furnished. It shall contain a bank of round mechanical stainless steel buttons with halo illumination marked to correspond to the landings served, an emergency call button, door open and door close buttons, and switches for lights, inspection and the exhaust fan. The emergency call button shall be connected to a bell that serves as an emergency signal. All buttons to have both raised and Braille markings. LED (red) halo illumination with 1/8" projecting target. If metal buttons with halo illumination cannot be provided, then provide vandal resistant line of fixtures.

- B. Car Position Indicator: A 16-segment, digital, vacuum fluorescent car position indicator shall be integral to the car-operating panel.
- C. A hands free telephone shall be provided which is designed in response to ADAAG requirements integral with the car operation panel.
- D. Hall Fixtures: Hall fixtures shall be provided with necessary push buttons and key switches for elevator operation. Raised floor markings with Braille shall be provided for each push-button. Hall fixtures shall have a satin stainless steel finish.
- E. Landing Passing Signal: A chime bell shall sound in the car to tell a passenger that the car is either stopping at or passing a floor served by the elevator.

## 2.05 EQUIPMENT: SIGNAL DEVICES AND FIXTURES (continued)

- F. Car Lantern and Chime: A directional lantern visible from the corridor shall be provided in the car entrance. When the car stops and the doors are opening, the lantern shall indicate the direction in which the car is to travel and a chime will sound.

## Part 3 EXECUTION

### 3.01 PREPARATION

- A. Use field dimensions to examine conditions of substrates, supports, and other conditions under which this work is to be performed. Do not proceed with work until unsatisfactory conditions are corrected.

### 3.02 INSTALLATION

- A. Installation of all elevator components except as specifically provided for elsewhere by others.

### 3.03 DEMONSTRATION

- A. The elevator contractor shall make a final check of each elevator operation with the Owner or Owner's representative present prior to turning each elevator over for use. The elevator contractor shall determine that control systems and operating devices are functioning properly.

## D.02 SECURING OF DOCUMENTS

Complete individual copies of the bidding documents for the project and/or products can be obtained at the **Manatee County Property Management Department, 1112 Manatee Avenue West, Bradenton, Florida 34205**, and (941) 749-3005 (Dianne Aiken). The hours of operation: 8:00 AM to 4:00 PM, Monday through Friday, free of charge (limit 3 per contractor). Complete set of the bidding documents must be used in preparing bids. Neither Owner nor Engineer assumes any responsibility for errors of misinterpretations resulting from the use of incomplete sets of Bidding Documents.



### D.03 SUBCONTRACTORS, SUPPLIERS AND OTHERS

The identity of subcontractors, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment) may be requested by the Owner for each bid item from any of the Bidders; and the Bidder shall respond within five days after the date of such request. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such subcontractor, supplier, persons or organization if requested by Owner. If Owner, after due investigation has reasonable objection to any proposed subcontractor, supplier, other person or organization, Owner may, before the Notice of Award is given, request the apparent successful Bidder to submit an acceptable substitute without an increase in Contract Price or Contract Time. If apparent successful Bidder declines to make any such substitution, Owner may award the contract to the next lowest qualified Bidder that proposes to use acceptable subcontractors, suppliers, and other persons who Owner does not make written objection to. Contractor shall not be required to employ any subcontractor, supplier, other person or organization who Contractor has reasonable objection to. Subcontractors shall be bound by the terms and conditions of this contract insofar as it applies to their Work, but this shall not relieve the prime contractor from the full responsibility to the Owner for the proper completion of all Work to be executed under this contract.

**Contractor shall supply a list providing a description of the work which shall be performed by the proposed subcontractors along with the name and locations of the subcontractors.**

### D.04 BIDS

Bids are to be submitted in triplicate, one original and two copies, upon the County supplied forms. All blank spaces must be filled in as noted with amounts extended and totaled and no changes shall be made in the wording of the forms or in the items mentioned therein. In the event a change is made in your submittal, the Bidder shall write its initials by the change. Any bid may be rejected which contains any omissions, alterations, irregularities of any kind, or which shall in any manner fail to conform to bid requirements. A bid made by an individual, either in his/her own or proper person or under a trade or firm name, shall be executed under the individual's signature. If made by a partnership, the bid shall be executed by two or more of the general partners. If made by a corporation, the bid shall be executed by its President or other legally authorized corporate officer or agent.

**D.05 EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Bid Documents thoroughly; (b) visit the site to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the Work; (c) consider federal, state, and local codes, laws, and regulations that may affect costs, progress, performance, or furnishing of the Work; (d) study and carefully correlate Bidder's observations with the Bid Documents; and (e) notify Owner of all conflicts, errors, or discrepancies in the Bid Document. The accuracy of the existing utility locations shown on the plans is approximate and without express or implied warranty. Each Bidder may, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine his Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents. Owner will provide each Bidder access to the site to conduct such explorations and tests. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

**SITE VISIT:**

Site visits may be arranged by contacting Mr. Alan Meronek, Facilities Project Manager, at (941) 748-4501 (ext. 3097).

**NOTE: Questions received less than six days prior to the date for opening of Bids may not be answered.**

**END OF SECTION**

SECTION 00300  
**BID FORM**

For: Elevator for Parrish Schoolhouse.

<b>OPTION # 1</b>	
Furnish and Install the Elevator (nothing to be removed) \$	_____
Discretionary amount	<u>          \$8,000.000          </u>
<b>TOTAL BID PRICE "A"</b>	_____
<b>Based on a Completion Time of <u>30</u> calendar days</b>	

<b>OPTION # 2</b>	
Furnish and Install the Elevator (nothing to be removed) \$	_____
Discretionary amount	<u>          \$8,000.000          </u>
<b>TOTAL BID PRICE "B"</b>	_____
<b>Based on a Completion Time of <u>45</u> calendar days</b>	

One schedule for Completion of the Work shall be considered. Each bid shall be offered as a separate "Total Bid Price". The County has the sole authority to select the bid based on the Completion Time which is the best interest of the County. Only one award shall be made.

We, the undersigned, hereby declare that we have carefully reviewed the bid documents, and with full knowledge and understanding of the aforementioned herewith submit this bid, meeting each and every specification, term, and condition contained in the Invitation for Bids.

We understand that the bid technical specifications, terms, and conditions in their entirety shall be made a part of any agreement or contract between Manatee County and the successful bidder. Failure to comply shall result in contract default, whereupon, the defaulting contractor shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by the County.

Communications concerning this Bid shall be addressed as follows:

Person's Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Date: \_\_\_\_\_ FL Contractor License# \_\_\_\_\_

Bidder is a WBE/MBE Vendor? \_\_\_\_\_ Certification # \_\_\_\_\_

COMPANY'S NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE(S) \_\_\_\_\_

Name and Title of Above Signer(s) \_\_\_\_\_

CO. MAILING ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

STATE OF INCORPORATION : \_\_\_\_\_ (if applicable)

TELEPHONE: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_

Acknowledge Addendum Nos. \_\_\_ Dated: \_\_\_ Acknowledge Addendum Nos. \_\_\_ Dated: \_\_\_

Acknowledge Addendum Nos. \_\_\_ Dated: \_\_\_ Acknowledge Addendum Nos. \_\_\_ Dated: \_\_\_

SECTION 00430  
**CONTRACTOR'S QUESTIONNAIRE**  
(Submit in Triplicate)

The Bidder warrants the truth and accuracy of all statements and answers herein contained. (Include additional sheets if necessary.)

**THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID.**

1. LICENSE # and COMPANY'S NAME: \_\_\_\_\_  
CO. PHYSICAL ADDRESS: \_\_\_\_\_  
TELEPHONE NUMBER: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_
  
2. Bidding as an; individual: a partnership: a corporation; a joint venture; \_\_\_\_\_.
  
3. If a partnership: list names and addresses of partners; if a corporation: list names of officers, directors, shareholders, and state of incorporation; if joint venture: list names and address of ventures' and the same if any venture are a corporation for each such corporation, partnership, or joint venture:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
4. Your organization has been in business (under this firm's name) as a \_\_\_\_\_ for how many years? \_\_\_\_\_
  
5. Describe and give the date and owner of the last three government projects you've completed which are similar in cost, type, size, and nature as the one proposed (for a public entity). Include contact name and phone number:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
6. Have you ever been assessed liquidated damages under a contract during the past five (5) years? If so, state when, where (contact name, address, and phone number) and why.  
\_\_\_\_\_  
\_\_\_\_\_
  
7. Have you ever failed to complete work awarded to you? If so, state when, where (contact name, address, phone number) and why?  
\_\_\_\_\_  
\_\_\_\_\_

SECTION 00430

**CONTRACTOR'S QUESTIONNAIRE (Continued)**

(Submit in Triplicate)

8. Have you ever been debarred or prohibited from bidding on a governmental entity's construction project? If yes, name the entity and describe the circumstances:

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9. Name three individuals, governmental entities, or corporations for which you have performed similar work and to which you refer. Include contact name and phone number:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

10. What specific steps have you taken to examine the physical conditions at or contiguous to the site, including but not limited to, the location of existing underground facilities?

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11. What specific physical conditions, including, but not limited to, the location of existing underground facilities have you found which will, in any manner, affect cost, progress, performance, or finishing of the work?

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12. Will you subcontract any part of this Work? If so, describe which major portion(s):

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SECTION 00430  
**CONTRACTOR'S QUESTIONNAIRE (Continued)**  
(Submit in Triplicate)

13. If any, list (with contract amount) WBE/MBE to be utilized:

\_\_\_\_\_  
\_\_\_\_\_

14. What equipment do you own to accomplish this Work?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

15. What equipment will you purchase/rent for the Work? (Specify which)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

16. List the following in connection with the Surety which is providing the Bond(s):

Surety's Name: \_\_\_\_\_

Surety's Address: \_\_\_\_\_

Name, address and phone number of Surety's resident agent for service of process in Florida:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: (        ) \_\_\_\_\_

**SWORN STATEMENT  
THE FLORIDA TRENCH SAFETY ACT**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR BY AN OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This Sworn Statement is submitted with IFB No. #09-0697-DS
2. This Sworn Statement is submitted by \_\_\_\_\_ whose business address is \_\_\_\_\_ and, if applicable, its Federal Employer Identification Number (FEIN) is \_\_\_\_\_. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement \_\_\_\_\_.

3. Name of individual signing this Sworn Statement \_\_\_\_\_ whose relationship to the above entity is \_\_\_\_\_.

4. The Trench Safety Standards that will be in effect during the construction of this project shall include, but are not limited to: Laws of Florida, Chapters 90-96, TRENCH SAFETY ACT, and OSHA RULES AND REGULATIONS 29 CFR 1926.650 Subpart P, effective October 1, 1990.

5. 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.

6. The undersigned has appropriated the following costs for compliance with the applicable standards:

Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit Quantity	Unit Cost	Extended Costs
a. _____	_____	_____	\$ _____	\$ _____
b. _____	_____	_____	\$ _____	\$ _____
c. _____	_____	_____	\$ _____	\$ _____
d. _____	_____	_____	\$ _____	\$ _____

7. The undersigned intends to comply with these standards by instituting the following procedures:  
\_\_\_\_\_  
\_\_\_\_\_

**THE UNDERSIGNED, in submitting this Bid, represents that they have reviewed and considered all available geotechnical information and made such other investigations and tests as they may deem necessary to adequately design the trench safety system(s) to be utilized on this project.**

\_\_\_\_\_  
(AUTHORIZED SIGNATURE / TITLE)

SWORN to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

(Impress official seal)

\_\_\_\_\_  
Notary Public, State of Florida  
My commission expires: \_\_\_\_\_

SECTION 00491

**Drug Free Work Place Certification**

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

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

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

\_\_\_\_\_ for \_\_\_\_\_

whose business address is \_\_\_\_\_

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

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

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

- (i) the dangers of drug abuse in the work place;
- (ii) the person's or entity's policy of maintaining a drug free environment at all its work places, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant;
- (iii) any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) the penalties that may be imposed upon employees for drug abuse violations.

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

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



SECTION 00491

**Drug Free Work Place Certification (Continued)**

- (i) abide by the terms of the statement; and
- (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.

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

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

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

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

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

\_\_\_\_\_  
[Signature]

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by

Personally known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
[Type of identification]

\_\_\_\_\_  
My commission expires \_\_\_\_\_  
Notary Public Signature

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

**PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION**

**SWORN STATEMENT PURSUANT TO ARTICLE 5,  
MANATEE COUNTY PURCHASING CODE**

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

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

\_\_\_\_\_ For \_\_\_\_\_  
[Print name of entity submitting sworn statement]

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

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

(1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or

(2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or

(3) been convicted of a violation of an environmental law that, in the sole opinion of the County's Purchasing Director, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

(4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

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

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

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

\_\_\_\_\_  
[Signature]

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 by \_\_\_\_\_.

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_  
(Type of identification)

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

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

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

THIS AGREEMENT is made and entered into by and between the COUNTY OF MANATEE, a political subdivision of the state of Florida, hereinafter referred to as the "OWNER and" \_\_\_\_\_, hereinafter referred to as the "CONTRACTOR," duly authorized to transact business in the state of Florida, with offices located at \_\_\_\_\_

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**Article 1. WORK**

CONTRACTOR shall furnish all labor, materials, supplies, and other items required to complete the Work for IFB No.#09-0697-DS Elevator for Parrish School House in strict accordance with Contract Documents and any duly authorized subsequent addenda thereto, all of which are made a part hereof.

**Article 2. ENGINEER**

The County of Manatee, Property Management, is responsible as the OWNER and Engineer hereinafter referred to as "ENGINEER," designed this project and is responsible for technical/engineering reviews and decisions. The ENGINEER is a member of the OWNER'S project management team which is collectively responsible in ensuring the Work is completed in accordance with the Contract Documents. All communications involving this project will be addressed to:

County of Manatee  
Property Management  
Attn: Al Meronek  
Project Manager  
**IFB# 09-0697-DS**  
1112 Manatee Avenue East Suite 803  
Bradenton, Florida 34205  
(941) 748-4501 ext. 3097

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

**Article 3. CONTRACTOR'S REPRESENTATIONS**

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

- 3.1 CONTRACTOR has familiarized itself with the nature and extent of the Bid Documents, Work, site, locality and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 3.2 CONTRACTOR has studied carefully all drawings of the physical conditions upon which CONTRACTOR is entitled to rely.
- 3.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies which pertain to the physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Bid Documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.
- 3.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Bid Documents with respect to existing underground facilities at or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. Any additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said underground facilities conducted by the CONTRACTOR will be done at the CONTRACTOR'S expense.
- 3.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Bid.
- 3.6 CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that have been discovered in the Bid Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR.
- 3.7 CONTRACTOR shall schedule and perform the Work subject to OWNER'S approval and shall hold OWNER harmless from all liabilities incurred due to CONTRACTOR'S failure to coordinate with the OWNER.

**1-Article 4. CONTRACT DOCUMENTS**

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

- 4.1 This Agreement and Bid Document IFB #09-0697-DS
- 4.2 Performance and/or other Bonds and Insurance Certificate(s)
- 4.3 Drawings (not attached)
- 4.4 Addenda numbers \_\_\_ to \_\_\_, inclusive.
- 4.5 CONTRACTOR'S Bid Form and any other information submitted by Contractor prior to Notice Of Award.
- 4.6 The following which may be delivered or issued after the effective date of the Agreement and are not attached hereto: all written Change Orders and other documents amending, modifying, or supplementing the Contract Documents.
- 4.7 The documents listed in paragraphs above are attached to this Agreement (except as noted otherwise above). There are no Contract Documents other than those listed above in this Article 4.

**Article 5. MISCELLANEOUS**

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

**Article 5. MISCELLANEOUS (continued)**

The OWNER will pay, and the CONTRACTOR will accept in full consideration for the performance of the Work, **(IFB No. #09-0697-DS Elevator for Parrish School House)**, subject to additions and deductions as provided therein, the sum of \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$) ) for Bid "\_\_\_" based on Completion Time of \_\_\_ calendar days and the sum of \$580.00 as liquidated damages for each calendar day of delay.

\_\_\_\_\_  
CONTRACTOR

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Type Name and Title of Signer

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_,  
by \_\_\_\_\_, who is personally known to me or who has  
produced \_\_\_\_\_ as identification.

(impress official seal)

\_\_\_\_\_  
Notary Public, State of Florida  
My commission expires: \_\_\_\_\_

APPROVED, with a quorum present and voting this \_\_\_ day of \_\_\_\_\_, 20\_\_\_.

ATTEST: R.B. SHORE  
Clerk of the Circuit Court

COUNTY OF MANATEE, FLORIDA by its  
Board of County Commissioners

\_\_\_\_\_

BY: \_\_\_\_\_  
CHAIRMAN

# APPLICATION FOR PAYMENT

Project: \_\_\_\_\_  
 From: \_\_\_\_\_ To: \_\_\_\_\_

Request No. \_\_\_\_\_ Project No. \_\_\_\_\_  
 Purchase Order Number: \_\_\_\_\_  
 County Bid No.: \_\_\_\_\_  
 Consultant: \_\_\_\_\_

## CONTRACT PAYMENT SUMMARY

Original contract amount:				\$
Change order(s):				
Change order summary:				
Number	Date Approved	Additive	Deductive	
SAMPLE SHEET ONLY OBTAIN CURRENT VERSION OF FORM FROM PROJECT MANAGER				
SUBTOTALS:				
Net change order subtotal (Additive less Deductive):				\$
Current Contract Amount (CCA): (Original Amount + Change Order(s))				\$
	Previous Status	Current Status		
Value of the Work in Place	\$	\$		
Value of Stored Materials	\$	\$		
Total Earned (\$ and % of CCA)	\$	\$	%	
Retainage (\$ and % of CCA)	\$	\$	%	
Net Earned (Total earned minus retainage)				\$
TOTAL PREVIOUS PAYMENTS				\$
AMOUNT DUE THIS PAYMENT (Net Earned minus Previous Payments)				\$

## CONTRACTOR'S AFFIDAVIT OF NOTICE

CERTIFICATE: The undersigned CONTRACTOR certifies that all items and amounts shown on this application for payment are on account of work performed, materials supplied and/or materials stored on site and paid for by Contractor in accordance with the Contract Documents with due consideration for previous Payment(s), if any, received by the Contractor from the County, and that the current payment shown is now due.

NOTARY:

CONTRACTOR:

State of Florida County of \_\_\_\_\_

Signature: \_\_\_\_\_

Name of person authorized to sign Affidavit of Notice

Sworn to (or affirmed) and subscribed before me  
 this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by

TITLE

(Name of person giving notice)

Contractor name, address and telephone No.:

(Signature of Notary Public - State of Florida)  
 Print, Type or Stamp Commissioned Name  
 of Notary Public:

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

## VERIFICATION, RECOMMENDATION, CONCURRENCES AND APPROVALS

(Signatures)

(Date)

Quantities verified by: \_\_\_\_\_

Consultant / Engineer: \_\_\_\_\_

Project Manager: \_\_\_\_\_

Department Head: \_\_\_\_\_

Payment Approved by the  
 Board of County Commissioners: \_\_\_\_\_

Attested to by the Clerk of Circuit Court: \_\_\_\_\_



## PAY APPLICATION SCHEDULE (CONTINUATION SHEET)

PAGE \_\_\_ OF \_\_\_ PAGES.

ITEM NO.	DESCRIPTION OF WORK	UNIT PRICE		QTY	VALUE	CHANGE ORDERS			PREVIOUS W.I.P.			CURRENT W.I.P.			TOTAL W.I.P.	%	
		UNIT	PRICE			#	QTY	+/-	VAL.	QTY	VALUE	QTY	VALUE	QTY			VALUE
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	
SAMPLE SHEET ONLY OBTAIN CURRENT VERSION OF FORM FROM PROJECT MANAGER																	
<b>TOTALS</b>																	

ATTACH STORED-MATERIAL SCHEDULE

MANATEE COUNTY  
PROJECT MANAGEMENT FORM PMD-2

NOTE: CONTRACTOR MAY SUBMIT A COMPUTER SPREADSHEET IN LIEU OF FILLING IN THIS FORM IF THE SAME INFORMATION IS PROVIDED.

MARCH 19, 1999

00550-2

### PAY APPLICATION SCHEDULE OF STORED MATERIALS

ITEM NO. A	DESCRIPTION OF MATERIALS B	SUPPLIER C	PAID INVOICE D	PREVIOUSLY RECEIVED E	RECEIVED THIS PERIOD F	PREVIOUSLY INSTALLED G	INSTALLED THIS PERIOD H	BALANCE TO INSTALL I	VALUE OF BALANCE J
	SAMPLE SHEET ONLY OBTAIN CURRENT VERSION OF FORM FROM PROJECT MANAGER								
TOTAL									

MANATEE COUNTY  
 PROJECT MANAGEMENT FORM PMD-3  
451-USER\PM\MSKT\20000-SPM\FORMS\PMD3.123

NOTE: CONTRACTOR MAY USE A COMPUTER SPREADSHEET IN LIEU OF FILING IN THIS FORM IF SAME INFORMATION IS PROVIDED.  
 00550-3

MARCH 19, 2000

<b>CONTRACT CHANGE ORDER</b>		Change Order No.:	
		Contract Amount: (Present Value)	
		Project Number:	
PROJECT:			
NO. OF ITEM	DESCRIPTION OF ITEM AND CHANGE	DECREASE	INCREASE
	SAMPLE SHEET ONLY OBTAIN CURRENT VERSION OF FORM FROM PROJECT MANAGER		
		TOTAL DECREASE:	TOTAL INCREASE:
Contractor: Address: City / State:  Contractor Signature: _____		THE NET CHANG ADJUSTS THE CURRENT CONTRACT AMOUNT FROM TO	
		_____ CALENDAR DAYS ARE ADDED TO THE SCHEDULE WHICH CHANGES FINAL COMPLETION TO _____	
<b>RECOMMENDATION, CONCURRENCES AND APPROVALS</b>			
		<b>SIGNATURES</b>	<b>DATE</b>
Consultant (as applicable):		_____	_____
Project Engineer:		_____	_____
Project Manager:		_____	_____
Department Head:		_____	_____
Approved by the Manatee County Board of County Commissioners:		_____	_____
		Chairman	
Clerk of the Circuit Court:		_____	_____

# CONTRACT CHANGE ORDER

Page 2 (Continuation)

Change Order No:

Project Number:

NO. OF ITEM	DESCRIPTION OF ITEM AND CHANGE	DECREASE	INCREASE
	<p>SAMPLE SHEET ONLY OBTAIN CURRENT VERSION OF FORM FROM PROJECT MANAGER</p>		
		DECREASE SUBTOTAL:	INCREASE SUBTOTAL:

**CONTRACT CHANGE ORDER**

Page 3 (Continuation)

Change Order No:

Project Number:

NO. OF ITEM	DESCRIPTION OF ITEM AND CHANGE	DECREASE	INCREASE
	<p>SAMPLE SHEET ONLY OBTAIN CURRENT VERSION OF FORM FROM PROJECT MANAGER</p>		
		DECREASE SUBTOTAL:	INCREASE SUBTOTAL:

**JUSTIFICATION FOR CHANGE**

Change Order No :

Project Number:

1. NECESSITY FOR CHANGE:

SAMPLE SHEET ONLY  
OBTAIN CURRENT VERSION OF FORM  
FROM PROJECT MANAGER

- 2. Is change an alternate bid? (yes / no)
- 3. Does change substantially alter the physical size of the project? (yes / no)  
(If yes, explain)
- 4. Effect of this change on other "Prime" contractors?
- 5. Has the Surety and insurance company been notified, if applicable?

<b>DISCRETIONARY WORK - FIELD DIRECTIVE</b>		FIELD DIRECTIVE NO:
PROJECT:		PROJECT NO.:
ITEM	DESCRIPTION OF ITEM AND CHANGE	DECREASE
	<p>SAMPLE SHEET ONLY OBTAIN CURRENT VERSION OF FORM FROM PROJECT MANAGER</p>	
		<b>DECREASE</b>
<b>CONTRACTOR:</b> _____ <b>ADDRESS:</b> _____ <b>CITY/STATE:</b> _____  <b>CONTRACTOR SIGNATURE:</b> _____		THE DISCRETIONARY WORK AMOUNT IS DECREASED \$      FROM \$      TO \$      WITH NO CHANGE TO THE TOTAL CONTRACT AMOUNT.  TIME CAN ONLY BE ADDED BY CHANGE ORDER
<b>RECOMMENDATION, CONCURRENCES AND APPROVALS</b>		
<b>SIGNATURES</b>		<b>DATE</b>
<b>CONSULTANT:</b> _____		_____
<b>PROJECT ENGINEER:</b> _____		_____
<b>PROJECT MANAGER:</b> _____		_____
<b>SENIOR PROJECT MANAGER:</b> _____		_____

<b>CERTIFICATE OF SUBSTANTIAL COMPLETION (S.C.)</b>	<b>CHECK ONE:</b>	
	Partial:	Total:
Project Title:	Date Submitted:	
Contractor Data: Name: Address: City/State/zip:	Project No.:	
	S.C. Date (Proposed)	
<p>If the "Partial" completion box above is checked, the following description applies to the work for which substantial completion is being sought. Otherwise, the work described in the Contract including approved changes, if any, is certified to be substantially complete: (Description of the portion of work substantially completed):</p> <p style="text-align: center;">SAMPLE SHEET ONLY OBTAIN CURRENT VERSION OF FORM FROM PROJECT MANAGER</p> <p style="text-align: center;">(USE CONTINUATION SHEETS IF NECESSARY)</p>		
<p>A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item does not alter the Contractor's responsibility to complete all of the contract work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by the Contractor within _____ days of substantial completion. The approved substantial completion date is: _____.</p>		
_____ Contractor Signature	_____ / Date	_____ Engineer's Approval
_____ Printed Name and Title		_____ / Date
<p>_____ Printed Name and Title</p>		
<p>The Contractor shall be responsible for security, operation, safety, maintenance, HVAC, insurance and warranties in accordance with the Contract. The County will assume the responsibility for paying the cost of electrical power from midnight of the date of Engineer's approval as indicated above.</p> <p>ATTACH THE INSPECTOR'S FINAL WALKTHROUGH LIST OF DEFICIENCIES.</p>		



**FINAL RECONCILIATION, WARRANTY PERIOD DECLARATION  
AND CONTRACTOR'S AFFIDAVIT**

Project Title:	Date Submitted:
Contractor Data:	Project No.:
Name: SAMPLE SHEET ONLY	Warranty (months):
Address: OBTAIN CURRENT VERSION OF FORM	
City/State/zip: FROM PROJECT MANAGER	

This Final Reconciliation is for the work performed for Manatee County by the above named Contractor, hereinafter called CONTRACTOR, pursuant to a contract dated \_\_\_\_\_, as amended, and acts as an addendum thereto.

It is agreed that all quantities and prices in the attached Final Pay Estimate No. \_\_\_\_\_ are correct, that the amount of \$ \_\_\_\_\_, including retainage, is due to the CONTRACTOR, that no claims are outstanding as between the parties, and that the above stated sum represents the entirety of monies owed the CONTRACTOR.

It is further agreed that the warranty period for CONTRACTOR'S work pursuant to the Contract is from \_\_\_\_\_ to \_\_\_\_\_.

As (title) \_\_\_\_\_ for CONTRACTOR, I have authority to bind said CONTRACTOR, and as such make this final reconciliation, declaration and affidavit for the purpose of inducing Manatee County to make final payment to CONTRACTOR for work done at / upon \_\_\_\_\_ under said contract:

CONTRACTOR has paid all social security and withholding taxes accrued in connection with this construction project.

CONTRACTOR has paid all workers' compensation and other insurance premiums incurred in connection with this construction project.

CONTRACTOR has paid for all required permits in connection with this construction project.

All laborers, materialmen, suppliers, subcontractors and service professionals who worked for and/or supplied materials, equipment and/or services to the CONTRACTOR under this construction contract have been paid in full.

\_\_\_\_\_  
(Affiant Signature)

NOTARY:

State of Florida County of \_\_\_\_\_, Sworn to (or affirmed) and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ (person giving notice).

Signature of Notary Public - State of Florida: \_\_\_\_\_  
Print, Type or Stamp Commissioned Name of Notary Public:

Personally known \_\_\_\_ or produced identification \_\_\_\_  
Type of Identification Produced:

# ADMINISTRATIVE CONTRACT ADJUSTMENT

Contract Adj. No.:

PROJECT:

Contract Amount:  
(Present Value)

Project Number:

NO. OF ITEM	DESCRIPTION OF ITEM AND CHANGE	DECREASE	INCREASE
<p>BY EXECUTION OF THIS CHANGE ORDER THE CONTRACTOR AGREES THAT ALL CLAIMS FOR ADDITIONAL CONTRACT TIME AND FEES FOR THE ITEMS IN THIS CHANGE ORDER HAVE BEEN SATISFIED.</p>			

TOTAL DECREASE:

TOTAL INCREASE:

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

City / State: \_\_\_\_\_

Contractor

Signature: \_\_\_\_\_

Date \_\_\_\_\_

THE NET CHANGE OF  
ADJUSTS THE CURRENT CONTRACT AMOUNT FROM  
TO

## RECOMMENDATION, CONCURRENCES AND APPROVALS

SIGNATURES

DATE

Consultant / Engineer

\_\_\_\_\_

\_\_\_\_\_

Project Manager:

\_\_\_\_\_

\_\_\_\_\_

Division Manager:

\_\_\_\_\_

\_\_\_\_\_

Department Director/  
Deputy Director:

\_\_\_\_\_

\_\_\_\_\_

**ADMINISTRATIVE CONTRACT ADJUSTMENT**

Contract Adj. No.:

Page 2 (Continuation)

Project Number:

NO. OF ITEM	DESCRIPTION OF ITEM AND CHANGE	DECREASE	INCREASE
		DECREASE SUBTOTAL:	INCREASE SUBTOTAL:

SECTION 00700  
GENERAL CONDITIONS

ARTICLE I - DEFINITIONS

Whenever used in the Bid Documents, the following terms have the meaning indicated which are applicable to both the singular and plural thereof:

Addendum - Written or graphic instruments issued prior to the opening of bids which clarify or change the bidding documents or the contract documents.

Agreement - The written Agreement between Owner and Contractor covering the Work to be performed; other contract documents are attached to the Agreement and made a part thereof as provided therein.

Written Amendment - A written amendment of the contract documents, signed by Owner and Contractor on or after the effective date of the Agreement and normally dealing with the non-engineering or non-technical rather than strictly work related aspects of the contract documents.

Application for Payment - The form accepted by Project Representative which is to be used by Contractor in requesting progress or final payments and which is to include such supporting documentation as is required by the contract documents.

Award - Acceptance of the bid from the person, firm, or corporation which in the Owner's sole and absolute judgment will under all circumstances best serve the public interest. Award shall be made by a majority vote of a quorum of Manatee County Board of County Commissioners in open session; or by the Purchasing Director in accordance with Ordinance 84-02, Manatee County Procurement Code.

Bid - The offer of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bidder - One who submits a bid directly to the Owner, as distinct from a sub-bidder, who submits a bid to a Bidder.

Bidding Documents - Consists of the Invitation for Bids, which includes but is not limited to: the bid form, drawings, Contract Documents, terms and conditions, and the proposed contract documents (including all Addenda issued prior to receipt of bids); and becomes a part of the Agreement.

Bonds - Performance and payment bonds and other instruments of security.

Change Order - A document recommended by Project Representative 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 time, issued on or after the effective date of the Agreement.

Compensable Delay - Any delay beyond the control and without the fault or negligence of the Contractor resulting from Owner-caused changes in the Work, differing site conditions, suspensions of the Work, or termination for convenience by Owner.

SECTION 00700  
GENERAL CONDITIONS

ARTICLE I – DEFINITIONS (Continued)

Contract Documents - The Agreement, Addenda (which pertain to the contract documents), Contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the Notice of Award), the bonds, the specifications and the drawings, together with all amendments, modifications and supplements issued on or after the effective date of the Agreement.

Contract Price - The monies payable by Owner to Contractor under the contract documents as stated in the Agreement.

Contract Time - The number of days or the date stated in the Notice to Proceed for the completion of the Work.

Contractor - The person, firm or corporation with whom Owner has entered into an Agreement.

Days - All references to days are to be considered calendar days except as specified differently.

Defective - An adjective which when modifying the work refers to work that is unsatisfactory, faulty or deficient, or does not conform to the contract documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the contract documents, or has been damaged prior to Project Representative's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner).

Drawings - The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by Engineer and are referred to in the bidding and contract documents.

Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective (date of execution).

Excusable Delay - Any delay beyond the control and without the negligence of the Contractor, the Owner, or any other contractor caused by events or circumstances such as, but not limited to, acts of God or of the public enemy, fires, floods, freight embargoes, acts of government other than Owner, or epidemics. Labor disputes and above average rainfall shall give rise only to excusable delays.

Float or Slack Time - The time available in the progress schedule during which an unexpected activity can be completed without delaying substantial completion of the Work.

Field Order - A written order issued by Project Representative which orders minor changes in the Work, but which does not involve a change in the contract price or the contract time.

Inexcusable Delay - Any delay caused by events or circumstances within the control of the Contractor, such as inadequate crewing, slow submittals, etc., which might have been avoided by the exercise of care, prudence, foresight, or diligence on the part of the Contractor.

SECTION 00700  
GENERAL CONDITIONS

ARTICLE 1 DEFINITIONS (Continued)

Non-prejudicial Delay - Any delay impacting a portion of the Work within the available total float or slack time and not necessarily preventing completion of the Work within the contract time.

Notice of Award - The written notice to the successful bidder stating Award has been approved by the Board of County Commissioners; or by the Purchasing Director in accordance with Ordinance 84-02, Manatee County Procurement Code.

Notice of Intent to Award - The written notice to the apparent low bidder stating Award has been recommended with final Award to be authorized by the Board of County Commissioners.

Notice to Proceed - Written notice by Owner (after execution of contract) to Contractor fixing the date on which the contract time will commence to run and on which Contractor shall start to perform (ten (10) days from date of such notice) Contractor's obligations under the contract documents.

Owner - Manatee County, Florida, Board of County Commissioners.

Preconstruction Conference - Prior to starting the Work, a meeting scheduled by Owner with Contractor to review the Work schedules, to establish procedures for handling shop drawings and other submissions, for processing periodical pay estimates, and such other matters as may be pertinent to the project.

Prejudicial Delay - Any excusable or compensable delay impacting the Work and exceeding the total float available in the progress schedule, thus preventing completion of the Work within the contract time unless the Work is accelerated.

Pre-operation Testing - All field inspections, installation checks, water tests, performance tests and necessary corrections required of Contractor to demonstrate that individual components of the work have been properly constructed and do operate in accordance with the contract documents for their intended purposes.

Project - The total construction of which the Work to be provided under the contract documents may be the whole or a part as indicated elsewhere in the contract documents.

Project Representative - The authorized representative of Owner who is assigned to the project or any part thereof.

Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for Contractor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a supplier and submitted by Contractor to illustrate material or equipment for some portion of the Work.

Specifications - Those portions of the contract documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor - An individual or corporation having a direct contact with Contractor or with any other subcontractor for the performance of a part of the Work at the site. Such person or firm has contractual relations with the Contractor, not with the Owner.

Substantial Completion - The Work (or a specified part thereof) has progressed to the point when, in the opinion of the Engineer as evidenced by Engineer's definitive certificate of Substantial Completion, it is sufficiently complete in accordance with contract documents so that the work can be utilized for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due.

Successful Bidder - The lowest qualified, responsible and responsive bidder to whom an award is made.

Supplier - A manufacturer, fabricator, supplier, distributor, materialman or vendor.

Underground Facilities - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments and any encasement containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

Unit Price Work - Work to be paid for on the basis of unit prices.

Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the contract documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the contract documents.

Work Directive Change - A written directive to contractor, issued on or after the effective date of the Agreement and signed by Owner and recommended by Project Representative ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed or to emergencies. A work directive change may not change the contract price or the contract time; but is evidence that the parties expect that the change directed or documented by a work directive change will be incorporated in a subsequently issued change order following negotiations by the parties as to its effect, if any, on the contract price or contract time.

## ARTICLE 2 - PRELIMINARY MATTERS

Computation of Time: When time is referred to in the contract documents 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 legal holiday, such day will be omitted from the computation.

- 2.1 The Contractor must submit a proposed schedule of the Work at the preconstruction conference. The purpose of this schedule is to enable the Owner to govern the Work, to protect the functions of the local government and its citizens and to aid in providing appropriate surveillance. The Owner shall have the right to reschedule work provided such rescheduling is in accord with the remainder of terms of the contract. The schedule shall show, as a minimum, the approximate dates on which each segment of the work is expected to be started and finished, the proposed traffic flows during each month, the anticipated earnings by the Contractor for each month and the approximate number of crews and equipment to be used.

The Owner, after necessary rescheduling and obtaining additional information for specific purposes, shall review and approve the schedule. The Contractor shall also forward to the Owner, as soon as practicable after the first day of each month, a summary report of the progress of the various parts of the work under the contract, in fabrication and in the field, stating the existing status, estimated time of completion and cause of delay, if any. Together with the summary report, the Contractor shall submit any necessary revisions to the original schedule for the Owner's review and approval. In addition, more detailed schedules may be required by the Owner for daily traffic control.

- 2.2 A Notice to Proceed may be given at any time within thirty (30) days after the effective date of the Agreement. The contract time will commence at the time specified in such notice.

Contractor shall start to perform the Work on the date specified in the notice to proceed, but no work shall be done at the site prior to the date on which the contract time commences to run.

- 2.3 If at any time the materials and appliances to be used appear to the Owner as insufficient or improper for securing the quality of work required or the required rate of progress, the Owner may order the Contractor to increase his efficiency or to improve the character of his work and the Contractor shall conform to such an order. The failure of the Owner to demand any increase of such efficiency or any improvement shall not release the Contractor from his obligation to secure the quality of work or the rate of progress necessary to complete the Work within the limits imposed by the contract. The Owner may require the Contractor to remove from the Work such employees as the Owner deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the Work is deemed to be contrary to the Owner's interest.

- 2.4 The Owner reserves the right to let other Contracts in connection with this Work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and execution of their Work, and promptly connect and coordinate the Work with theirs.



## ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, RE-USE

- 3.1 The contract documents comprise the entire Agreement between Owner and Contractor concerning the work. The contract documents are complementary; what is called for by one is as binding as if called for by all. The contract documents will be construed in accordance with the laws and ordinances of the State of Florida and the County of Manatee.

Should a conflict exist within the contract documents, the precedence in ascending order of authority is as follows: 1) Standard Printed Contract Documents, 2) Special Conditions, 3) General Conditions and 4) Drawings. Note: Computed dimensions shall govern over scaled dimensions.

- 3.2 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 work, materials or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials, or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the contract documents) shall be effective to change the duties and responsibilities of Owner, Contractor or Engineer, or any of their agents or employees from those set forth in the Contract Documents.

- 3.3 The contract documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.3.1 A Formal Written Amendment

3.3.2 A Change Order

3.3.3 A Work Directive Change

- 3.4 In addition, the requirements of the contract documents may be supplemented and minor variations and deviations in the Work may be authorized in one or more of the following ways:

3.4.1 A Field Order

3.4.2 Engineer's approval of a Shop Drawing or sample.

## ARTICLE 4 - CONTRACTOR'S RESPONSIBILITIES

- 4.1 Contractor shall keep on the Work at all times during its progress a competent resident superintendent; who shall be the Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.
- 4.2 Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the contract documents. Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto and except as otherwise indicated in the contract documents, all Work at the site shall be performed during regular working hours and Contractor will not permit overtime work or the performance of work on Sunday or legal holiday without Owner's written consent given after prior notice to Engineer (at least 72 hours in advance).
- 4.2.1 Contractor shall pay for all additional engineering charges to the Owner for any overtime work which may be authorized. Such additional engineering charges shall be a subsidiary obligation of Contractor and no extra payment shall be made by Owner on account of such overtime work. At Owner's option, overtime costs may be deducted from Contractor's monthly payment request or Contractor's retainage prior to release of final payment.
- 4.3 Unless otherwise specified, Contractor shall furnish and assume full responsibility for all bonds, insurance, 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 furnishing, performance, testing, start-up and completion of the Work.
- 4.4 All materials and equipment shall be of good quality and new, except as otherwise provided in the contract documents. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instruction of the applicable supplier except as otherwise provided in the contract documents.
- 4.5 Contractor shall be fully responsible to Owner for all acts and omissions of the subcontractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between Owner or Engineer and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of Owner to pay or to see to the payment of any monies due any such subcontractor, supplier or other person or organization.

SECTION 00700  
GENERAL CONDITIONS

ARTICLE 4 - CONTRACTOR'S RESPONSIBILITIES (Continued)

- 4.6 Permits: Unless otherwise provided, Contractor shall obtain and pay for all construction permits and licenses. 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.
- 4.7 During the progress of the Work, Contractor shall keep the premises free from accumulation of waste materials rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials and shall leave the site clean and ready for occupancy by Owner. Contractor shall restore to original conditions all property not designated for alteration by the Contract Documents.
- 4.8 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 property to stresses or pressures that will endanger it.
- 4.9 Safety and Protection: Contractor shall comply with the Florida Department of Commerce Safety Regulations and any local safety regulations. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:
- 4.9.1 all employees on the work and other persons and organizations who may be affected thereby;
  - 4.9.2 all the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
  - 4.9.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for the protection required by public authority or local conditions. Contractor shall provide reasonable maintenance of traffic way for the public and preservation of the Owner's business, taking into full consideration all local conditions. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed.

SECTION 00700  
GENERAL CONDITIONS

ARTICLE 4 - CONTRACTOR'S RESPONSIBILITIES (Continued)

- 4.10 Emergencies: In emergencies affecting the safety or protection of persons or the work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from Engineer or Owner, is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in the work or variations from the contract documents have been caused thereby. If Owner determines that a change in the contract documents is required because of the action taken in response to an emergency, a Work Directive Change or Change order will be issued to document the consequences of the changes or variation.
- 4.11 For substitutes not included with the bid, but submitted after the effective date of the Agreement, Contractor shall make written application to Engineer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will also contain an itemized estimate of all costs and delays or schedule impacts that will result directly or indirectly from review, acceptance and provisions of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by the Engineer in evaluating the proposed substitute. Engineer may require Contractor to furnish at Contractor's expense, additional data about the proposed substitute. In rendering a decision, Owner/Engineer and Contractor shall have access to any available float time in the construction schedule. In the event that substitute materials or equipment not included as part of the bid, but proposed after the effective date of the agreement, are accepted and are less costly than the originally specified materials or equipment, then the net difference in cost shall be credited to the Owner and an appropriate change order executed.
- 4.11.1 If a specific means, method, technique, sequence of procedure of construction is indicated in or required by the contract documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to Engineer if Contractor submits sufficient information to allow Engineer to determine that the substitute proposed is equivalent to that indicated or required by the contract documents.
- 4.11.2 Engineer will be allowed a reasonable time within which to evaluate each proposed substitute. Engineer will be the sole judge of acceptability and no substitute will be ordered, installed or utilized without Engineer's prior written acceptance which will be evidenced by either a change order or an approved shop drawing. Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

- 4.11.3 Contractor shall reimburse Owner for the charges of Engineer and Engineer's Consultants for evaluating each proposed substitute submitted after the effective date of the Agreement and all costs resulting from any delays in the work while the substitute was undergoing review.
- 4.12 The Contractor shall furnish, free of charge, all labor, stakes, surveys, batter boards for structures, grade lines and other materials and supplies and shall set construction stakes and batter boards for establishing lines, position of structures, slopes and other controlling points necessary for the proper prosecution of the construction work. Where rights-of-way, easements, property lines or any other conditions which make the lay-out of the project or parts of the project critical are involved, the Contractor will employ a competent surveyor who is registered in the State of Florida for lay-out and staking. These stakes and marks shall constitute the field control by and in accord with which the Contractor shall govern and execute the work. The Contractor will be held responsible for the preservation of all stakes, marks and if for any reason any of the stakes or marks or batter boards become destroyed or disturbed, they will be immediately and accurately replaced by the Contractor.
- 4.13 The Contractor has, by careful examination, satisfied himself as to the nature and location of the work and all other matters which can in any way affect the work under this contract, including, but not limited to details pertaining to boring, as shown on the drawings, are not guaranteed to be more than a general indication of the materials likely to be found adjacent to holes bored at the site of the work, approximately at the locations indicated. The Contractor shall examine boring data, where available, and make his own interpretation of the subsoil investigations and other preliminary data, and shall base his bid on his own opinion of the conditions likely to be encountered. In no event shall an extension of time be considered for any conditions that existed at the time of bidding, nor shall the Contractor receive extra compensation for completion of the project as intended by the drawings and in keeping with the contract documents. No verbal agreement or conversation with any officer, agent or employee of the Owner, before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.
- 4.14 If the Contractor, in the course of the work, finds that the drawings and/or Contract Documents cannot be followed, he shall immediately inform the Owner in writing, and the Owner shall promptly check the accuracy of the information. Any work done after such discovery, until any necessary changes are authorized, will be done at the Contractor's risk.

## ARTICLE 5 - OWNER'S RESPONSIBILITIES

- 5.1 Owner shall furnish the data required of Owner under the contract documents promptly and shall make payments to the Contractor within a reasonable time (no more than 45 days) after the Work has been accepted by the County. The form of all submittals, notices, change orders and other documents permitted or required to be used or transmitted under the contract documents shall be determined by the Owner/Engineer. Standard County forms shall be utilized.

## ARTICLE 5 - OWNER'S RESPONSIBILITIES (Continued)

- 5.2 The Owner shall provide the lands upon which the Work under this contract is to be done, except that the Contractor shall provide all necessary additional land required for the erection of temporary construction facilities and storage of his materials, together with right of access to same.
- 5.3 The Owner shall have the right to take possession of and use any completed portions of the work, although the time for completing the entire work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents.

## ARTICLE 6 - CHANGES IN THE WORK

- 6.1 Without invalidating the Agreement and without notice to any surety, Owner may, at any time, order additions, deletions or revisions in the Work. These will be authorized by a written amendment, a change order, or a work directive change. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the contract documents (except as otherwise specifically provided).
- 6.2 Contractor shall not be entitled to an increase in the contract price or an extension of the contract time with respect to any Work performed that is not required by the contract documents as amended, modified and supplemented.
- 6.3 Owner and Contractor shall execute appropriate change orders (or written amendments) covering changes in the Work which are ordered by Owner, or which may be required because of acceptance of defective Work.
- 6.4 At any time Engineer may request a quotation from Contractor for a proposed change in the Work and within twenty-one (21) calendar days after receipt, Contractor shall submit a written and detailed proposal for an increase or decrease in the contract price or contract time for the proposed change. Engineer shall have 21 calendar days after receipt of the detailed proposal to respond in writing. The proposal shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in sufficient detail to reasonably permit an analysis by Engineer of all material, labor, equipment, subcontracts, overhead costs and fees, and shall cover all Work involved in the change, whether such Work was deleted, added, changed or impacted. Notwithstanding the request for quotation, Contractor shall carry on the Work and maintain the progress schedule. Delays in the submittal of the written and detailed proposal will be considered non-prejudicial.

## ARTICLE 7 - CHANGE OF CONTRACT PRICE

- 7.1 The contract price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at his expense without change in the contract price.

## ARTICLE 7 - CHANGE OF CONTRACT PRICE

- 7.2 The contract price may only be changed by change order or by a written amendment. Any claim for an increase or decrease in the contract price shall be based on written notice delivered by the party making the claim to the other party. Notice of the amount of the claim with supporting data shall be delivered within ten (10) days from the beginning of such occurrence and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event.
- 7.3 The value of any Work covered by a change order or of any claim for an increase or decrease in the contract price shall be determined in one of the following ways (at Owner's discretion):
- 7.3.1 Where the Work involved is covered by unit prices contained in the contract documents, cost will be determined by application of such unit prices to the quantities of the items involved.
  - 7.3.2 By mutual acceptance of lump sum.
  - 7.3.3 On the basis of the cost of the Work, plus a 20% Contractor's fee for overhead and profit. (Contractor shall submit an itemized cost breakdown together with supporting data.)
- 7.4 Either Owner or Contractor may make a claim for an adjustment in the contract price. The unit price of an item of unit price Work shall be subject to re-evaluation and adjustment under the following conditions:
- 7.4.1 If the total cost of a particular item of unit price Work amounts to 5% or more of the contract price and the variation in the quantity of the particular item of unit price Work performed by Contractor differs by more than 15% from the estimated quantity of such item indicated in the Agreement; and
  - 7.4.2 If there is no corresponding adjustment with respect to any other item of Work; and
  - 7.4.3 If a Contractor believes that it has incurred additional expense as a result thereof; or
  - 7.4.4 If Owner believes that the quantity variation entitles it to an adjustment in the unit price; or
  - 7.4.5 If the parties are unable to agree as to the effect of any such variations in the quantity of unit price Work performed.

## ARTICLE 8 - CHANGE OF CONTRACT TIME

- 8.1 Contract time may only be changed by a change order or a written amendment. Any claim for an extension or shortening of the contract time shall be based on written notice delivered by the party making the claim to the other party. Notice of the extent of the claim with supporting data shall be delivered within fifteen (15) days from detection or beginning of such occurrence and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event.
- 8.2 The contract time will be extended in an amount equal to time lost due to delays beyond the control of Contractor. Such delays shall include, but not be limited to, acts or neglect by Owner or others performing additional work; or to fires, floods, epidemics, abnormal weather conditions or acts of God.
- 8.3.1 All time limits stated in the contract documents are of the essence. The provision of this Article shall not exclude recovery for damages (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) for delay by either party.

## ARTICLE 9 - WARRANTY, TEST/INSPECTION, CORRECTION

- 9.1 Contractor warrants (for a minimum period of three years or as otherwise stated herein) and guarantees to Owner that all work will be in accordance with the contract documents and will not be defective; that Owner, representatives of Owner, governmental agencies with jurisdictional interests will have access to the work at reasonable time for their observation, inspecting and testing (Contractor shall give Engineer timely notice of readiness of the work for all required approvals and shall assume full responsibility, including costs, in obtaining required tests, inspections, and approval certifications and/or acceptance, unless otherwise stated by Owner).
- 9.2 If any work (including work of others) that is to be inspected, tested, or approved is covered without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice. Neither observations by Engineer nor inspections, tests, or approvals by others shall relieve Contractor from Contractor's obligations to perform the work in accordance with the contract documents.
- 9.3 If the work is defective, or Contractor fails to supply sufficient skilled workers, or suitable materials or equipment, or fails to furnish or perform the work in such a way that the completed work will conform to the contract documents, Owner may order Contractor to stop the work, or any portion thereof and terminate payments to the Contractor until the cause for such order has been eliminated. Contractor shall bear all direct, indirect and consequential costs for satisfactory reconstruction or removal and replacement with non-defective work, including, but not limited to fees and charges of engineers, architects, attorneys and other professionals and any additional expenses experienced by Owner due to delays to other Contractors performing additional work and an appropriate deductive change order shall be issued. Contractor shall further bear the responsibility for maintaining schedule and shall not be entitled to an extension of the contract time and the recovery of delay damages due to correcting or removing defective work.



- 9.3.1 If Contractor fails within seven (7) days after written notice to correct defective work, or fails to perform the work in accordance with the contract documents, or fails to comply with any other provision of the contract documents, Owner may correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, Owner may exclude Contractor from all or part of the site, take possession of all or part of the work, Contractor's tools, construction equipment and machinery at the site or for which Owner has paid Contractor but which are stored elsewhere. All direct, indirect and consequential costs of Owner in exercising such rights and remedies will be charged against Contractor in an amount approved as to reasonableness by Engineer and a change order will be issued incorporating the necessary revisions.
- 9.3.2 If within three years after the date of completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the contract documents, any work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective work or if it has been rejected by Owner, remove it from the site and replace it with non-defective work. If Contractor does not promptly comply with the terms of such instruction, Owner may have the defective work corrected/removed and all direct, indirect and consequential costs of such removal and replacement will be paid by Contractor.

## ARTICLE 10 - SUSPENSION/TERMINATION OF WORK

- 10.1 Owner may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety (90) days by written notice to Contractor, which will fix the date on which work will be resumed. Contractor shall be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to any suspension if Contractor makes an approved claim therefore.
- 10.2 Owner may terminate the contract if Contractor commences a voluntary case under any chapter of the Bankruptcy Code or any similar action by filing a petition under any other federal or state law relating to the bankruptcy or insolvency; if a petition is filed against the Contractor under any chapter of the Bankruptcy Code or similar relief under any other federal or state law; if Contractor persistently fails to perform the work in accordance with the contract documents; if Contractor disregards laws or regulations of any public body having jurisdiction or the Engineer; or otherwise violates in any substantial way any provisions of the contract.

## ARTICLE 10 - SUSPENSION/TERMINATION OF WORK

10.2.1 Owner may, after giving Contractor (and the surety, if there is one) seven (7) days written notice and to the extent permitted by laws and regulations, terminate the services of Contractor; exclude Contractor from the site and take possession of the work and of all Contractor's tools, construction equipment and machinery at the site and use the same to the full extent they could be used (without liability to Contractor for trespass or conversion); 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 finish the work as Owner may deem expedient. In such case, Contractor shall not be entitled to receive any further payment beyond an amount equal to the value of material and equipment not incorporated in the work, but delivered and suitably stored, less the aggregate of payments previously made. If the direct and indirect costs of completing the work exceed the unpaid balance of the contract price, Contractor shall pay the difference to Owner. Such costs incurred by Owner shall be verified by Owner and incorporated in a change order; but in finishing the work, Owner shall not be required to obtain the lowest figure for the work performed. Contractor's obligations to pay the difference between such costs and such unpaid balance shall survive termination of the Agreement.

10.3 If, through no act or fault of Contractor, the work is suspended for a period of more than ninety (90) days by Owner or under an order of court or other public authority, or Engineer fails to act on any application or fails to pay Contractor any sum finally determined to be due; then Contractor may, upon seven (7) days written notice to Owner terminate the Agreement and recover from Owner payment for all work executed, any expense sustained plus reasonable termination expenses. In lieu of terminating the Agreement, if Engineer has failed to act on any application of payment or Owner has failed to make any payment as aforesaid, Contractor may upon seven (7) days written notice to Owner stop the work until payment of all amounts then due.

## ARTICLE 11 - CONTRACT CLAIMS

11.1 The rendering of a decision by Engineer with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by Owner or Contractor of such right or remedies as either may otherwise have under the contract documents or by laws or regulations in respect of any such claim, dispute or other matter. No action, either at law or at equity, shall be brought in connection with any such claim, dispute or other matter later than thirty (30) days after the date on which Owner/Engineer has rendered such written decision in respect thereof. Failure to bring an action within said thirty (30) day period shall result in Engineer's decision being final and binding on the Contractor. In no event may any such action be brought after the time at which instituting such proceedings would be otherwise barred by the applicable statute of limitations.

## ARTICLE 11 - CONTRACT CLAIMS (Continued)

11.2 Before bringing any action in court pertaining to any claim, dispute or other matter in question(s) arising out of or relating to the contract documents or the breach thereof, or Engineer's final decision, except for claims which have been waived by the making and acceptance of final payment, the Contractor shall first submit written notice(s) of contract claims to the Purchasing Director for a decision; the Contractor may request a conference with the Purchasing Director. Claims include, without limitation, disputes arising under the contract and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or revision. The Purchasing Director is authorized to resolve any claim prior to the filing of a request for a hearing with the Board of County Commissioners or the commencement of an action in a court of competent jurisdiction; but may not settle any such claim for consideration of \$10,000 or more in value without the prior approval of the Board of County Commissioners.

The decision of the Purchasing Director shall be promptly issued in writing to the Contractor. If an adverse decision has been rendered, the notice of decision shall inform the Contractor of his right to request a hearing with the Board of County Commissioners.

11.2.1 The Purchasing Director's decision shall be final and conclusive unless, within ten (10) calendar days from the date of receipt of the decision, the Contractor files a written request for hearing with the Board of County Commissioners.

11.2.2 If the Purchasing Director does not issue a written decision regarding any contract controversy within fourteen (14) days after receipt of a written request for a final decision, or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if an adverse decision had been issued.

## ARTICLE 12 - RESIDENT PROJECT REPRESENTATIVE - DUTIES, RESPONSIBILITIES

12.1 Resident Project Representative is Engineer/Owner's Agent, who will act as directed by and under the supervision of the Engineer, and who will confer with Owner/Engineer regarding his actions. Resident Project Representative's dealing in matters pertaining to the on-site work shall, in general, be only with the Owner/Engineer and Contractor and dealings with subcontractors shall only be through or with the full knowledge of Contractor.

12.2 Resident Project Representative will:

12.2.1 Review the progress schedule, schedule of shop drawing submissions and schedule of values prepared by Contractor and consult with Owner/Engineer concerning their acceptability.

12.2.2 Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with Owner/Engineer and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.

ARTICLE 12 - RESIDENT PROJECT REPRESENTATIVE - DUTIES, RESPONSIBILITIES  
(Continued)

- 12.2.3      Serve as Owner/Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist him in understanding the intent of the contract documents. As requested by Owner/Engineer, assist in obtaining additional details or information when required at the job site for proper execution of the Work.
- 12.2.4      Receive and record date of receipt of shop drawings and samples, receive samples which are furnished at the site by Contractor and notify Owner/Engineer of their availability for examination.
- 12.2.5      Advise Owner/Engineer and Contractor or his superintendent immediately of the commencement of any work requiring a shop drawing or sample submission if the submission has not been approved by the Owner/Engineer.
- 12.2.6      Conduct on-site observations of the work in progress to assist Owner/Engineer in determining if the work is proceeding in accordance with the contract documents and that completed work will conform to the contract documents.
- 12.2.7      Report to Owner/Engineer whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to the contract documents, or does not meet the requirements of any inspections, tests or approvals required or if work has been damaged prior to final payment; and advise Owner/Engineer when he believes work should be corrected or rejected or should be uncovered of observation or requires special testing, inspection or approval.
- 12.2.8      Verify that tests, equipment and system start-ups and operating and maintenance instructions are conducted as required by the contract documents and in the presence of the required personnel, and that Contractor maintains adequate records thereof; observe, record and report to Engineer appropriate details relative to the test procedures and start-ups.
- 12.2.9      Accompany visiting inspectors representing public or other agencies having jurisdiction over the project; record the outcome of these inspections and report to Owner/Engineer.
- 12.2.10     Transmit to Contractor, Owner/Engineer's clarifications and interpretations of the contract documents.
- 12.2.11     Consider and evaluate Contractor's suggestions or modifications in drawings or Contract Documents and report them with recommendations to Owner/Engineer.

**ARTICLE 12 - RESIDENT PROJECT REPRESENTATIVE - DUTIES, RESPONSIBILITIES  
(Continued)**

- 12.2.12 Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and sample submissions, reproductions of original contract documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, Owner/Engineer's clarifications and interpretations of the contract documents, progress reports and other project related documents.
- 12.2.13 Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions; list of visiting officials and representatives or manufacturers, fabricators, suppliers and distributors; daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to Owner/Engineer.
- 12.2.14 Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
- 12.2.15 Furnish Owner/Engineer periodic reports as required of progress of the work and Contractor's compliance with the approved progress schedule and schedule of shop drawing submissions.
- 12.2.16 Consult with Owner/Engineer in advance of scheduling major tests, inspections or start of important phases of the work.
- 12.2.17 Report immediately the occurrence of any accident.
- 12.2.18 Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to Owner/Engineer, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.
- 12.2.19 During the course of the work, verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed, and deliver this material to Owner/Engineer for his review prior to final acceptance of the work.
- 12.2.20 Before Owner/Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- 12.2.21 Conduct final inspection in the company of Owner/Engineer and Contractor and prepare a final list of items to be completed or corrected.
- 12.2.22 Verify that all items on final list have been completed or corrected and make recommendations to Owner/Engineer concerning acceptance.

ARTICLE 12 - RESIDENT PROJECT REPRESENTATIVE - DUTIES, RESPONSIBILITIES  
(Continued)

- 12.3 Except upon written instructions of Owner/Engineer, Resident Project Representative
  - 12.3.1 Shall not authorize any deviation from the contract documents or approve any substitute materials or equipment;
  - 12.3.2 Shall not exceed limitations on Owner/Engineer's authority as set forth in the contract documents;
  - 12.3.3 Shall not undertake any of the responsibilities of Contractor, Subcontractors or Contractor's Superintendent, or expedite the work;
  - 12.3.4 Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the contract documents;
  - 12.3.5 Shall not advise on or issue directions as to safety precautions and programs in connection with the work;
  - 12.3.6 Shall not authorize Owner to occupy the project in whole or in part; and
  - 12.3.7 Shall not participate in specialized field or laboratory tests.
  
- 13.1 In accordance with the requirement of Section 446.011, Florida Statutes, the following requirements to safeguard the welfare of apprentices and trainees shall be a part of this contract, if applicable.
  - 13.1.1 Contractor agrees to hire for the performance of the contract, a number of apprentices or trainees in each occupation which bears to the average number of the journeymen in that occupation to be employed in the performance of the contract, the ratio of at least one apprentice or trainee to every five journeymen.
  - 13.1.2 Contractor agrees, when feasible to assure that 25% of such apprentices or trainees are in their first year of training, except when the number of apprentices or trainees to be hired is fewer than four.
  - 13.1.3 Contractor agrees to submit, at three month intervals, to the Bureau of Apprenticeship of the Division of Labor, records of employment by trade of the number of apprentices or trainees employed; race of all apprentices; the number of apprentices or trainees in their first year of training; and total hours of work of all apprentices, trainees, and journeymen.

ARTICLE 13 – APPRENTICES (Continued)

- 13.1.4 Contractor agrees to submit to the Bureau of Apprenticeship of the Division of Labor, at three month intervals, a statement describing steps taken toward making a diligent effort in the hiring of apprentices and trainees and containing a breakdown by craft of hours worked and wages paid for first year apprentices or trainees, other apprentices or trainees and journeymen.

NOTE: The form of all submittals, notices, change orders and other documents permitted or required to be used or transmitted under the Contract shall be determined by the County. Standard County forms shall be utilized.

END OF SECTION