



MANATEE COUNTY

March 17, 2014

TO: All Interested Bidders:

SUBJECT: Invitation for Bid #14-0694-OV, Anna Maria Waterlines, Key Royale Interconnect
(Project No.: 402-6083070)

ADDENDUM #1

Bidders are hereby notified that this Addendum shall be acknowledged on page 00300-1 of the Bid Form and made a part of the above named bidding and contract documents. Bids submitted without acknowledgement of the Addendum will be considered incomplete.

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

The stated deadline of February 28, 2014 to submit all inquiries concerning interpretation, clarification or additional information pertaining to this bid has lapsed. This deadline has been established to maintain fair treatment for all potential bidders, while maintaining the expedited nature of the Economic Stimulus that the contracting of this work may achieve.

Note #1: **REVISE** Bid Opening Date to: March 21, 2014 at 3:00 PM

Delete: March 19, 2014 at 3:00 PM

Note #2:

Engineer's Estimate dated November 22, 2013. (1 total page attached)

Note #3:

A Public Records request has been received to provide a copy of the Information Conference Attendance Record which was held on February 21, 2014. (1 total page attached)

Financial Management Department, Purchasing Division
1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205
WEB: www.mymanatee.org *PHONE: 941-749-3014 * FAX: 941-749-3034

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Note #4:

Section 02619, Horizontal Directional Drilling:

DELETE Article 1.05C: The Contractor shall submit a complete design for the proposed HDPE pipe installation including an analysis for pull-back forces, external loads including full hydrostatic pressure if empty, external forces due to borehold collapse, ovalization during pull-back, thermal stress while exposed to Sun-light, shortening after release of pull-back force, bending and tensile stresses during pull-back. These calculations shall also determine whether the carrier pipe needs to be filled with water before it is pulled thru the bore hold. The calculations shall be signed and sealed by a professional engineer in the State of Florida.

REPLACE Section 02619, Horizontal Directional Drilling Article 1.05C with the following:

The Contractor shall submit a complete design for the proposed HDPE pipe installation including an analysis for pull-back forces, external loads including full hydrostatic pressure if empty, external forces due to borehole collapse, ovalization during pull-back, thermal stress while exposed to Sun-light, shortening after release of pull-back force, bending and tensile stresses during pull-back. These calculations shall also determine whether the carrier pipe needs to be filled with water before it is pulled thru the bore hold. The calculations shall be signed and sealed by a professional engineer in the State of Florida. **The professional engineer who signs and seals the calculations for the HDPE pipe installation by directional drilling (HDD) must have performed the calculations for at least three successful HDD projects of at least 1000 feet in length under water bodies. Output from software alone is not acceptable. The Contractor must submit calculations displaying the formulas utilized. See Question 7 of the Revised Contractor's Questionnaire which is made a part of this Addendum No. 1.**

Note #5 –DELETE Contractor's Questionnaire which was provided in the original Invitation for Bid
And

REPLACE with Revised Contractor's Questionnaire which is made a part of Addendum No.1 (4 total pages attached)

Note #6 – DELETE Section F- Form of Contract which was provided in the original Invitation for Bid
And

REPLACE with Revised Section F, Form of Contract which is made a part of Addendum No. 1 (9 total pages attached)

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Note #7:

The following provisions are made a part of the Permanent Easement and Temporary Construction Easement approved by the Manatee County Board of County Commissioners on December 3, 2013. The Successful Contractor shall be responsible for complying with the following terms and conditions when performing any work on the property owned by Jack R. Fiske, located at 840 S. Bay Boulevard, Anna Maria Island, Manatee County, FL.

1. **Construction of Utility Facilities:**

A. Timeline of Construction:

Successful Contractor shall commence construction of the underground utility facilities no earlier than May 2014 and will complete construction no later than December 31, 2014. Except for a delay due to a force majeure as described below, any and all construction must be substantially completed no later than one hundred and twenty (120) calendar days after the day the Contractor commences construction from or on the Property. (REF: Note 7, Construction Plan Sheet #3).

B. Location of Construction:

Successful Contractor shall construct the underground utility facilities within the Permanent Easement previously described in **Composite Exhibit "A"** which was made a part of the original Invitation for Bid.

C. Storage of Construction Materials:

During construction, the Contractor shall store any and all materials, machinery or equipment necessary for the construction of the underground utility facilities in a safe manner within the area of the Permanent Easement and Temporary Construction Easement, or within the public right-of-way.

D. Subaqueous Work:

The Contractor shall exercise its best efforts to conduct any and all subaqueous work and staging of same from the Key Royale side of the proposed water main interconnect project. A detail of Work was made a part of the original Invitation for Bid.

E. Materials:

The Contractor recognizes and acknowledges that the non-exclusive Permanent Easement is and will continue to be used for vehicular traffic accessing the Property, including vehicular traffic related to the working waterfront of the Seller, Jack R. Fiske. Consequently, the Contractor shall install and maintain underground piping that meets industry standards for subterranean installation under both an unpaved and paved public road.

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Materials (Continued):

Moreover, the Contractor shall, at its sole cost and expense install a crushed shell drive which shall include Marlstone over that portion of the existing drive located within the Permanent Easement within sixty (60) days following completion of construction of the underground utility facilities. (REF: Notes 2 and 6, Construction Plan Sheet #3).

F. Restoration of Property:

Except as otherwise set forth above, Contractor shall restore Seller's Property to as close to preconstruction condition and appearance as possible. Such restoration shall not include existing improvements located within the Permanent Easement, as the value of said improvements has been included within the Purchase Price of the Permanent Easement. However, the Contractor shall use reasonable efforts to minimize loss of existing vegetation located within the Temporary Utility Easement. (REF: Note 37, Construction Plan Sheet #2).

G. Vehicular Access:

Contractor shall not unreasonably interfere with vehicular ingress or egress to the Property during construction of the underground utility facilities. Seller will not unreasonably interfere with Contractor's access to the Permanent Easement and/or Temporary Construction Easement during the construction of said facilities. (REF: Note 47, Construction Plan Sheet #2 and Note 3, Construction Plan Sheet 5).

H. Liquidated Damages:

All Parties acknowledge that the Seller's Property located at 840 S. Bay Blvd, Anna Maria Island, Manatee County, FL is a "working waterfront" Property from which the Seller derives income. Therefore, unless otherwise exempt, should the construction on the Property last more than one hundred and twenty (120) calendar days, should the construction continue beyond December 31, 2014, or should the Contractor unreasonably interfere with the ingress and egress to and from the Property, the Contractor shall make an additional payment to the County of \$500.00 per day as liquidated damages. Notwithstanding the foregoing, the County hereby expressly acknowledges that the installation of the shell drive will necessarily result in temporary blocking of ingress and egress to physically install the shell. Consequently, any brief interruptions in ingress and egress to the Property as a result of the shell drive (i.e. 15 minutes at a time) shall not be subject to the liquidated damages referenced herein.

I. Force Majeure:

1. Unavoidable Delays:

Delays in any performance by any Party contemplated or required hereunder due to fire, flood, wind, sinkhole, earthquake or hurricane, or other disruptive event in nature, acts of God, unavailability of materials, equipment or fuel, war, declaration of hostilities, acts of terrorism, revolt, civil strife, altercation or commotion strike, labor dispute, or epidemic, archaeological

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Force Majeure (Continued):

excavation, explosion, oil spill, reaching Manatee County waters, lack of or failure of transportation or bridge/roadway facilities, discovery of hazardous or toxic substances that have not been rendered harmless, or any law, order, proclamation, regulation, or ordinance of any government or any subdivision thereof, or for any other similar cause to those enumerated, beyond the reasonable control and which with due diligence could not have been reasonably anticipated, shall be deemed to be events of Force Majeure and any such delays shall be excused. Neither Party shall be in default of its obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure. In the event such Party is delayed in the performance of any work or obligation pursuant to the Contract for any of the events of Force Majeure stated above, the date for performance required or contemplated by the Contract shall be extended by the number of calendar days such Party is actually delayed in such substantial completion.

2. Notice Mitigation:

The Party seeking excuse for nonperformance on the basis of Force Majeure shall give written notice to the other Party, specifying its actual or anticipated duration. Each Party seeking excuse from nonperformance on the basis of Force Majeure shall use its best efforts to rectify any condition causing a delay and will cooperate with other Party, except that neither Party shall be obligated to incur any unreasonable additional costs and expenses to overcome any loss of time that has resulted.

If you have submitted a bid prior to receiving this addendum, you may request in writing that your original, sealed bid be returned to your firm. All sealed bids received will be opened on the date stated.

END OF ADDENDUM #1

Bids will be received at the **Manatee County Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205 on March 21, 2014 until 3:00 PM.**

Sincerely,



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

/OV (15 total pages attached)



MANATEE COUNTY FLORIDA

Date: November 22, 2013

To: All Bidders

Subject: Key Royale Interconnect Waterline - Project # 402-6083070

The "construction cost estimate" for the Key Royale Interconnect Waterline is \$229,542.00, two hundred twenty nine thousand five hundred forty two dollars.

This construction cost estimate was determined on November 12, 2013. The construction cost estimate is based on the original specifications and drawings issued. Changes to the specifications subsequent to the original documents by addenda to this bid may not be accounted for in this construction cost estimate.

Sincerely,

James D. Stockwell, PE, Sr. Project Engineer
Engineer of Record

S:\PWD_Engineering_Share\Util Eng Design\PROJ~WTR LINE Proj\AMI Water Distr
Imprv\KeyRoyaleSBay\DOCS\EngEstLetter.doc

1022 26th Avenue East, Bradenton FL 34208 * PHONE: (941) 708-7450 * FAX: (941) 708-7475
Manatee County Public Works Department/Infrastructure Engineering Division * www.myanatee.org

ATTENDANCE RECORD
NON-MANDATORY
INFORMATION CONFERENCE

(IFB) #14-0694-OV

Title: Anna Maria Waterlines, Key Royale Interconnect Project

**Location: Manatee County Public Works
 1022 26th Avenue East, Conference Room "A"
 Bradenton, FL**

Date / Time: February 21, 2014 at 11:00 AM
IFB# (IFB) #14-0694-OV

JS

TELEPHONE NO.	NAME/ TITLE	EMAIL ADDRESS	FIRM
941-749-3055	<i>OV</i> Olga Valcich, Contract Specialist	<u>Olga.valcich@mymanatee.org</u>	Manatee County Purchasin
941-708-7450 / Ext. 7333	Anthony Benitez, Project Engineer II	<u>Anthony.benitez@mymanatee.org</u>	Public Works Project Mgmt. Division
941-708-7463 / Ext. 7651	Jim Stockwell, Sr. Project Engineer <i>JS</i>	<u>James.stockwell@mymanatee.org</u> <i>jim.stockwell@mymanatee.org</i>	Public Works, Engineering
<i>(813) 826-7171</i>	<i>Rodney Witham, Project Manager HARRIS-McBURNEY Co.</i>	<i>rodwitham@hmcbs.com</i>	<i>HARRIS-McBURNEY Co.</i>
<i>(941) 742-8811 x 5130</i>	<i>David Schofield</i>	<i>David.Schofield@mymanatee.org</i>	<i>M.C.U.</i>
<i>941-752-4611 x 5145</i>	<i>James Faulkner</i>	<i>James.Faulkner@mymanatee.org</i>	<i>M.C.U.</i>
<i>941-792-8811 EX 5055</i>	<i>Claude Jones</i>		<i>M.C. Utilities</i>
<i>941-705-6152</i>	<i>George McKay</i>	<i>gmcpublic@cityofannamaria.com</i>	<i>City of Anna Maria</i>
	<i>J</i>		

ADDENDUM #1
CONTRACTOR'S QUESTIONNAIRE
(Submit in Triplicate)

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

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID

1. Contact Information:

License #: _____

License Issued to: _____

Date License Received (MM/DD/YR): _____

Company Name: _____

Physical Address: _____

City: _____ State of Incorporation: _____ Zip Code: _____

Phone Number: () _____ Fax Number: () _____

Email address: _____

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. Bidder is authorized to do business in the State of Florida: Yes No

For how many years? _____

5. Your organization has been in business (under this firm's name) as a

Is this firm in bankruptcy? _____

BIDDER: _____

6. Attach a list of projects where this specific type of Work was performed. The list shall contain the date, name of owner (s) and the dollar value of at least four (4) horizontal directional drill projects which you performed and completed with at least a 12-inch drill or larger diameter and at least 1500 feet or longer in length. Three (3) of these directional drill projects must have been under major water bodies of at least 1000 feet and at least two (2) of the projects must be located in the State of Florida.
7. List at least three (3) successful horizontal directional drill projects wherein the Engineer provided a complete design, including analysis for the same or similar HDPE project as the Anna Maria Waterlines, Key Royale Interconnect. The professional Engineer who signs and seals the calculations must have performed the calculations for HDD projects of at least 1,000 feet in length under water bodies. (REF: Article 1.05C, Section 02619, Horizontal Directional Drilling which is made a part of this Addendum #1.

8. Describe and give the date and County of the last three government or private work of similar scope you've completed which are similar in cost, type, size, and nature as this Project. Include contact name and phone number. Provide the budget, actual cost, size and summary of work for each project. Attach additional pages as necessary. (Note: If listing a Manatee County reference, contact person should not be directly associated with this Project.

9. 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.

BIDDER: _____

10. Have you ever failed to complete projects awarded to you? Or failed to complete projects within Contract Time? If so, state when, where (contact name, address, phone number) and why.

11. Have you ever been debarred or prohibited from providing a Bid to a governmental entity? If yes, name the entity and describe the circumstances:

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

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

14. What equipment do you own to accomplish this Work? (A listing may be attached)

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

BIDDER: _____

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

Surety's Name: _____

Address: _____

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

Agent's Name: _____

Address: _____

Phone: _____

Email: _____

BIDDER: _____

ADDENDUM #1
SECTION F
FORM OF CONTRACT
BETWEEN THE
COUNTY OF MANATEE, FLORIDA
AND CONTRACTOR AS IDENTIFIED BELOW
ON THE BASIS OF A STIPULATED UNIT COST CONTRACT PRICE

This CONTRACT is made and entered into by and between the COUNTY OF MANATEE, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and **insert Contractor name**, hereinafter referred to as "CONTRACTOR," duly authorized to transact business in the State of Florida, with offices located at **insert Contractor address**.

ARTICLE 1. WORK

CONTRACTOR shall furnish all labor, materials, supplies, and other items required to complete the Work for **IFB#14-0694-OV, Anna Maria Waterlines, Key Royale Interconnect, Project No.: 402-6083070** in strict accordance with Contract Documents and any duly authorized subsequent Addenda thereto, all of which are made a part hereof.

ARTICLE 2. COMPENSATION

As compensation to CONTRACTOR, COUNTY shall pay and CONTRACTOR will accept as full consideration for the performance of all Work required by **IFB#14-0694-OV, Anna Maria Waterlines, Key Royale Interconnect, Project No.: 402-6083070**, subject to additions and deductions as provided therein, the sum of **\$insert Award amount including contingency dollars** for Bid "**insert A or B**" based on a completion time of **insert days** calendar days.

ARTICLE 3. LIQUIDATED DAMAGES

Time is of the essence in this CONTRACT. As of the date of this CONTRACT, the damages that will be suffered by COUNTY in the event of CONTRACTOR'S failure to timely complete the Work are impossible to determine. In lieu thereof, it is agreed that if CONTRACTOR fails to achieve Final Completion of the Work within **insert days** calendar days of issuance of the Notice to Proceed (accounting, however, for any

extensions of time granted pursuant to approved Change Orders), CONTRACTOR shall pay to COUNTY, as liquidated damages (and not as a penalty), the sum of \$884.00 per calendar day for each day beyond insert days days until CONTRACTOR achieves Final Completion. COUNTY shall have the option of withholding said liquidated damages from any pay application(s) thereafter submitted by CONTRACTOR. Alternatively, CONTRACTOR shall immediately pay said sums to COUNTY upon COUNTY'S demand for same.

ARTICLE 4. ENGINEER

The COUNTY of MANATEE, Public Works Department, is responsible as COUNTY and as "ENGINEER," designed this Project and is responsible for technical/engineering reviews and decisions. The ENGINEER is a member of COUNTY'S Project Management team which is collectively responsible for ensuring the Work is completed in accordance with the Contract Documents.

All communications involving this Project will be addressed to: Mr. Anthony Benitez, P.E., Project Engineer II and to the Engineer of Record, Mr. James Stockwell, Senior Project Engineer. All invoicing will be addressed to the attention of: Mr. Anthony Benitez, P.E., Project Engineer.

Manatee County Public Works Dept.
IFB#14-0694-OV
Mr. Anthony Benitez, P.E.,
Project Engineer
1022 26th Avenue East
Bradenton, FL 34208
Phone: (941) 708-7450, Ext. 7333

Manatee County Public Works Dept.
Attn: Mr. James Stockwell
Senior Project Engineer
1022 26th Avenue East
Bradenton, FL 34208
Phone: (941) 708-7463, Ext. 7651

Where the terms ENGINEER and/or COUNTY are used in the Contract Documents, it shall mean COUNTY'S Project Management team.

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

In order to induce COUNTY to enter into this CONTRACT, CONTRACTOR makes the following representations:

- 5.1 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.
- 5.2 CONTRACTOR has studied carefully all drawings of the physical conditions upon which CONTRACTOR is entitled to rely.
- 5.3 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.
- 5.4 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 CONTRACTOR will be done at CONTRACTOR'S expense.

- 5.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Bid.
- 5.6 CONTRACTOR has given COUNTY written notice of all conflicts, errors or discrepancies that have been discovered in the Bid Documents and the written resolution thereof by COUNTY is acceptable to CONTRACTOR.
- 5.7 CONTRACTOR shall schedule and perform the Work subject to COUNTY'S approval and shall hold COUNTY harmless from all liabilities incurred due to CONTRACTOR'S failure to coordinate with COUNTY.

ARTICLE 6. CONTRACT DOCUMENTS

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

- 6.1 This CONTRACT and Bid Document **IFB#14-0694-OV**
- 6.2 Invitation for Bid #14-0694-OV, in its entirety
- 6.3 Public Construction Bond Form and Insurance Certificate(s)
- 6.4 Drawings/Plans (not attached)
- 6.5 Addendum number insert Addendum # to insert Addendum # inclusive
- 6.6 CONTRACTOR'S Bid Form
- 6.7 Reports
- 6.8 The following, which may be delivered or issued after the Effective Date of the CONTRACT and are not attached hereto: all written Change Orders and other documents amending, modifying, or supplementing the Contract Documents.

6.9 The documents listed in paragraphs above are attached to this CONTRACT (except as noted otherwise above). There are no Contract Documents other than those listed above in this Article 6.

ARTICLE 7. DISPUTE RESOLUTION

Disputes shall be resolved as follows: good faith negotiations by the designated agents of the parties and if not resolved by such designated agents, CONTRACTOR shall submit its claim, with the basis for the dispute, in writing to the Manatee County Purchasing Official for a determination and handling in accordance with the provisions of Chapter 2-26 of the Manatee County Code.

ARTICLE 8. NO WAIVER

8.1 The failure of CONTRACTOR or COUNTY to insist on the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of either party's right to thereafter enforce the same in accordance with this CONTRACT in the event of a continuing or subsequent default on the part of CONTRACTOR or COUNTY.

8.2 Nothing herein shall be interpreted as a waiver of COUNTY of its rights, including the limitations of the limited waiver of sovereign immunity, as set forth in Florida Statute 768.28, or any other statute, and COUNTY expressly reserves these rights to the full extent allowed by law.

ARTICLE 9. NO THIRD-PARTY BENEFICIARIES

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

ARTICLE 10. GOVERNING LAW, JURISDICTION AND VENUE

- 10.1 This CONTRACT and the construction and enforceability thereof shall be interpreted under the laws of the State of Florida.
- 10.2 CONTRACTOR consents and agrees that all legal proceedings related to the subject matter of this CONTRACT shall be governed by the laws of the State of Florida.
- 10.3 CONTRACTOR consents and agrees that jurisdiction for such proceedings shall lie exclusively with such court, and venue shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida.
- 10.4 In the event of any litigation arising under the terms of this CONTRACT, each party shall be responsible for their own attorney's fees, including appellate fees, regardless of the outcome of the litigation.

ARTICLE 11. FORCE MAJEURE

- 11.1 Unavoidable Delays: Delays in any performance by any Party contemplated or required hereunder due to fire, flood, wind, sinkhole, earthquake or hurricane, or other disruptive event in nature, acts of God, unavailability of materials, equipment or fuel, war, declaration of hostilities, acts of terrorism, revolt, civil strife, altercation or commotion strike, labor dispute, or epidemic, archaeological excavation, explosion, oil spill, reaching Manatee County waters, lack of or failure of transportation or bridge/roadway facilities, discovery of hazardous or toxic substances that have not been rendered harmless, or any law, order, proclamation, regulation, or ordinance of any government or any subdivision thereof, or for any other similar cause to those enumerated, beyond the reasonable control and which with due diligence could not have been reasonably anticipated, shall be deemed to be events of Force Majeure and any such delays shall be excused. Neither Party shall be in default of its obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure. In the event such Party is delayed in the

performance of any work or obligation pursuant to the Contract for any of the events of Force Majeure stated above, the date for performance required or contemplated by the Contract shall be extended by the number of calendar days such Party is actually delayed in such substantial completion.

- 11.2 Notice Mitigation: The Party seeking excuse for nonperformance on the basis of Force Majeure shall give written notice to the other party, specifying its actual or anticipated duration. Each Party seeking excuse from nonperformance on the basis of Force Majeure shall use its best efforts to rectify any condition causing a delay and will cooperate with other Party, except that neither Party shall be obligated to incur any unreasonable additional costs and expenses to overcome any loss of time that has resulted.

ARTICLE 12. MISCELLANEOUS

- 12.1 Terms used in this CONTRACT are defined in Article 1 of Section E, General Conditions.
- 12.2 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.
- 12.3 COUNTY 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.

12.4 By accepting Award of this CONTRACT, CONTRACTOR, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of duties or services required hereunder.

CONTRACT
IFB #14-0694-OV

IN WITNESS WHEREOF, the parties hereto have caused this **CONTRACT IFB #14-0694-OV** to be duly executed by their authorized representatives.

CONTRACTOR

By: _____

Print Name & Title of Signer

Date: _____

COUNTY OF MANATEE, FLORIDA

By: _____

Melissa M. Wendel, CPPO
Purchasing Official

Date: _____