



**MANATEE COUNTY GOVERNMENT
REQUEST FOR QUOTATION #13-0485-OV
Lift Station Telemetry Tower at the Southeast Water Reclamation
Facility (SEWRF)
3331 Lena Road, Bradenton, FL 34211**

QUOTE DUE DATE: December 12, 2012 at 4:00 p.m. to the Manatee County Purchasing Division. QUOTES MAY BE RETURNED VIA EMAIL OR VIA FAX.

Manatee County invites your participation in the following quotation. The Specifications stated herein are of the minimum requirements. All quotes submitted shall be in accordance with the latest Manatee County Utility (May 2011) and Manatee County Transportation Standards and / or FDOT Standard Specifications for Road and Bridge Construction unless otherwise indicated on the Plans.

Manatee County Project Management Division is requesting the services of a contractor to provide and install a 100 Foot Tall Free Standing Tower at the Southeast Water Reclamation Facility.

Inspection of Site: It is highly recommended that all potential Quoters visit the site to familiarize themselves with all aspects of the construction site.

Site Visit shall be acknowledged on Page 26 of the Quote Form.

Site Visit shall be arranged by contacting Daryel Young at (941) 792-8811, Ext. 8024, Dalton Cook at Ext. 8021 and Vic Boucher at Ext. 8028.

DEADLINE FOR CLARIFICATION REQUESTS: December 7, 2012.

ATTENTION: OLGA VALCICH, MANATEE COUNTY PURCHASING
EMAIL: olga.valcich@mymanatee.org
PHONE: (941) 749-3055
FAX: (941) 749-303



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INFORMATION TO QUOTERS

PURPOSE

It is the intent of the County of Manatee to engage a Contractor to provide, erect and install a new 100 Foot Tall Free Standing Tower, including furnishing of all labor, materials equipment and incidentals, warranties and professional services required. Construction design and record drawings shall fully meet the requirements of all current federal, state and county laws, regulations and standards, with the most stringent applying.

QUOTE FORM DELIVERY REQUIREMENTS

Any quote received after the stated time and date will not be considered. Acceptable methods of delivery of quotes are as follows:

Email Address: Olga.Valcich@mymanatee.org
Fax: 941-749-3034
US Mail to: Manatee County Purchasing Division, Suite 803
1112 Manatee Avenue West, Bradenton, FL 34205

SPECIFICATIONS

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

CLARIFICATION

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

COSTS INCURRED IN RESPONDING

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

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DISCLOSURE

Upon receipt, responses become "Public Records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes, Section 119.071(1) (b) 2 states that replies received from a competitive solicitation, regardless of the method of procurement, shall be exempt from inspection or copying until such time as the County provides a notice of a decision or until 30 days after the date the replies are opened, whichever is earlier.

BE GREEN

All quoters are encouraged to use as many environmentally preferable "green" products, materials, supplies, etc. as possible in order to promote a safe and healthy environment. Environmentally preferable are products or services that have a reduced adverse effect on the environment. Provide detail of your organization's initiative and its ability to meet the goal of environmental sustainability.

TAXES

Manatee County is exempt from Federal Excise and State Sales Taxes (F.E.T. Exempt Cert. No. 59-78-0089K and FL Sales Tax Exempt Cert.(No. 85-8012622206C-6); therefore, the quoter is prohibited from delineating a separate line item in his quote for any sales or service taxes. Nothing herein shall affect the quoter's normal tax liability.

MATHEMATICAL ERRORS

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

ENCLOSURE

Public Entity Crime Affidavit (Form No. PUR: 7068) shall be submitted complete with all quotes in excess of \$10,000.00.

UNBALANCED BIDDING PROHIBITED (Applicable to unit based quotes only)

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

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UNBALANCED BIDDING PROHIBITED (Applicable to unit based quotes only (Continued))

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

In the event the County determines that a quote is presumed unbalanced, it will request the opportunity to, and reserves the right to, review all source quotes, quotes, Price lists, letters of intent, etc., which the quoter obtained and upon which the quoter relied upon to develop the quote. The County reserves the right to reject as non-responsive any presumptive unbalanced quotes where the quoter is unable to demonstrate the validity and / or necessity of the unbalanced unit costs.

FRONT END LOADING OF BID PRICING PROHIBITED (Applicable to unit based quotes only)

Prices offered for performance and/or acquisition activities to occur early in the project schedule, such as: mobilization, clearing and grubbing; or maintenance of traffic, that are substantially higher than pricing of competitive quoters within the same portion of the project schedule, will be presumed to be front end loaded. Front end loaded quotes could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the Contractor to complete the work or otherwise creating an appearance of an under-capitalized quoter. In the event the County determines that a quote is presumed to be front end loaded, it will request the opportunity to, and reserves the right to, review all source quotes, bids, price lists, letters of intent, etc., which the quoter obtained and upon which the quoter relied upon to develop the pricing or acquisition timing for these bid items. The County reserves the right to reject as non-responsive any presumptive front end loaded quotes where the quoter is unable to demonstrate the validity and/or necessity of the front end loaded costs.

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RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all quotes, to waive irregularities and technicalities, and to request resubmission. Also, the County reserves the right to accept all or any part of the quote and to increase or decrease quantities to meet additional or reduced requirements of the County. Any sole response received by the first submission date may or may not be rejected by the County depending on available competition and current needs of the County. For all items combined, the quote of the lowest responsive, responsible quoter will be accepted, unless all quotes are rejected. The lowest responsible quoter shall mean **that quoter who submits the lowest quote to sell goods and/or services of a quality which meets** or exceeds the quality of goods and/or services set forth in the attached specifications or otherwise required by the County, and who is fit and capable to perform the quote as made.

To be responsive, a quoter shall submit a quote which conforms in all material respects to the requirements set forth in the Request for Quotation. To be a responsible quoter, the quoter 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 quoter to furnish the service requested. Information the County deems necessary to make this determination shall be provided by the quoter. Such information may include, but shall not be limited to: current financial statements, verification of availability of equipment and personnel, and past performance records.

APPLICABLE LAWS

Quoter 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 any Manatee County procurement shall be in accordance with Manatee County Purchasing Code of Laws, as amended. Any actual or prospective quoter 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.

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CODE OF ETHICS

With respect to this quote, if any quoter violates, directly or indirectly, the ethics provisions of the Manatee County Purchasing Code and/or Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes Chapter 112, Part II, Code of Ethics for Public Officers and Employees, such quoter will be disqualified from eligibility to perform the work described in this Request for Quotation, and may also be disqualified from furnishing future goods or services to, and from submitting any future quotes, bids or proposals to supply goods or services to Manatee County.

By submitting a quote, the quoter represents to the County that all statements made and materials submitted are truthful, with no relevant facts withheld. If a quoter is determined to have been untruthful in its quote or any related presentation, such quoter will be disqualified from eligibility to perform the work described in this Request for Quotation, and may also be disqualified from furnishing future goods or services to, and from submitting any future quotes, bids or proposals to supply good or services to Manatee County.

COLLUSION

By offering a submission to this Request for Quotation, the quoter certifies that he has not divulged, discussed or compared their quote with other quoters and has not colluded with any other quoter or parties to this quote whatsoever. Also, quoter certifies, and in the case of a joint quote each party thereto certifies as to their own organization, that in connection with this quote:

- 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 quoter or with any competitor;
- b. any prices and/or cost data quoted for this quote have not been knowingly disclosed by the quoter and will not knowingly be disclosed by the quoter, prior to the scheduled opening, directly or indirectly to any other quoter or to any competitor;
- c. no attempt has been made or will be made by the quoter to induce any other person or firm to submit or not to submit a quote for the purpose of restricting competition;

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COLLUSION (Continued)

- d. the only person or persons interested in this quote, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this quote 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 quoter for purpose of doing business.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Manatee County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and title 15, Part 8 of the Code of Federal Regulations, Manatee County hereby notifies all prospective quoters that they will affirmatively ensure minority business enterprises will be afforded full opportunity to participate 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 of contract.

E-Verification

Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

- 1. All persons employed by the Contractor during the term of the Contract to perform employment duties within Florida: and
- 2. All persons, including subcontractors, assigned by the Contractor to Perform work pursuant to the contract with the State Agency.

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BASIS OF AWARD

Award shall be to the responsive, responsible quoter meeting specifications and having the lowest Total Quoted Price listed on the Quote Form for the Work as set forth in this Request for Quotation. Quoted 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.

Only one (1) award shall be made.

In evaluating the quotes, the County shall consider the qualifications of the quoters; 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 which are equal with respect to price, quality and service are received, the award shall be determined by a chance drawing conducted by the Purchasing Office and open to the public.

SUBCONTRACTORS

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 County for the proper completion of all Work to be executed under this contract.

The employment of unauthorized aliens by any Contractor is considered a violation of Section 274 (e) of the Immigration and Employment Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.

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QUALIFICATIONS OF THE QUOTER

No person who is not certified or registered as a General Contractor pursuant to the terms of Florida Statutes Chapter 489 on the day the Bid is submitted, and who has continuously held that certification or registration for a period of at least three (3) consecutive years immediately prior to the day the Bid is submitted, may be qualified to bid on this project. In the event that a Bidder is a business organization, including a partnership, corporation, business trust or other legal entity as set forth in F.S. 489.119(2), then the Bidder shall only be qualified to bid on this project if: 1) the Bidder (the business organization) is on the day the Bid is submitted, and for at least three (3) consecutive years immediately prior to the day the Bid is submitted has been, in continuous existence, properly licensed and registered as required by Florida law; and 2) the Bidder, on the day the Bid is submitted, has a certified or registered Qualifying Agent, as required by F.S. 489.119, and that Qualifying Agent has been the same Qualifying Agent of the Bidder for a period of at least three (3) consecutive years immediately prior to the day the Bid is submitted.

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

To demonstrate qualifications to perform the Work, each quoter must be prepared to submit within five (5) days of County's request; written evidence such as a financial data, previous experience, present commitments and other such data as may be requested. Quoter must be able to provide evidence of quoter's qualification to do business in the State of Florida. Each quoter shall submit as a portion of their quote, a completed **Contractor's Questionnaire** which is made a part of this **Request for Quotation on page 29.**

INSPECTION OF SITE

Prior to submission of the Quote Form, each quoter shall examine the site and all conditions thereon and fully familiarizing themselves with the full scope of the project. Failure to become familiar with the site conditions will in no way relieve the successful quoter from the necessity of furnishing any materials or performing any work that is required to complete the project in accordance with the plans and specifications. Site visit shall be acknowledged on page 26, of the Quote Form.

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Preparation of Contract

A written notice confirming award or recommendation thereof will be forwarded to the successful quoter accompanied by the required number of unsigned counterparts of the Agreement. Within 10 days thereafter, Successful quoter shall sign and deliver the required number of counterparts of the Agreement with any other required documents to County. (Note: Contract must be approved in accordance with the Manatee County Code of Laws, Chapter 2-26, Manatee County Purchasing Ordinance and the Standard and Procedures approved by the County Administrator).

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GENERAL TERMS AND CONDITIONS OF THE CONTRACT

CONTRACT FORMS

The agreement resulting from the acceptance of a quote shall be in the form of the agreement stated in this Request for Quotation.

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.

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. Only one (1) quote shall be considered based on 120 calendar days upon the issuance of the Notice to Proceed. Only one (1) award shall be made.

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 County the sum of **two hundred and sixty-eight (\$268.00)** 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.

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PAYMENT

In accordance with the Prompt Payment Act, Florida Statute 218.71, contractor may apply for partial payment on monthly estimated 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 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. **If Outside Agent approval is required, payment shall be due 25 business days after the pay estimate has been approved by the agent for 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 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

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PAYMENT (Continued)

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.

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 as-builts received, and the project finally accepted in writing by the County. The contractor's responsibility shall then terminate except as otherwise stated.

RETAINAGE (For Contracts under \$100,000.00)

A retainage of 10% of the total contract amount shall be withheld from all payments until 50% of the Work has been completed and Picture Records have been provided. After 50% completion, the retainage shall be reduced to 5% of the total work in place

The remaining 5% retainage shall be withheld until the Contractor has provided all Warranties, Proof of Permit Closeout and Record Drawings. The County and / or Engineer will review and approve the Record Drawings within 30 days unless additional information is required.

Upon final acceptance of the completion of work and receipt of the above required documents, including approval of Record Drawings by the County and / or Engineer, the remaining retainage shall be included in the final payment.

WARRANTY AND GUARANTEE PROVISIONS

All work, materials, and equipment furnished as defined herein shall be guaranteed and warranted by the contractor to be free from defects due to faulty materials or equipment or faulty workmanship for minimum period of five (5) years from date of Final Acceptance by the County 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

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WARRANTY AND GUARANTEE PROVISIONS (Continued)

standards and to accomplish the purpose and function of the project as defined, detailed, and specified herein.

The County 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 County as to any claims or actions for breach of guaranty or breach of warranty that the County might have against parties other than the contractor, and do not constitute exclusive remedies of the County against the contractor.

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.

AUTHORIZED PRODUCT REPRESENTATION

The contractor, by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish and 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.

REGULATIONS

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

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.

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

MANUALS, SCHEMATICS, HANDBOOKS (If Applicable)

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

DISCRETIONARY WORK

This quote item entails minor increases (as directed in writing by the County) to the existing project quantities to provide a safe, complete project. This will not affect the requirement for change orders involving major modifications to the project. Payment for all Work under this item shall be made only at the County's discretion in order to satisfactorily complete the project. In general, this item is for unanticipated conflicts and / or design changes required during construction which are necessary to complete the project without changing the initial scope of Work and without costly delays.

SCHEDULE OF VALUES

Unit Prices shall be established for this contract by the submission of a schedule of values. The contractor shall submit a Schedule of Values within 10 days of Notice to Proceed date. The Schedule shall include quantities and prices of items equaling the total Price and will subdivide the Work into component parts in sufficient detail to serve as a basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of work. Upon request of the County, the contractor shall support the values with data which will substantiate their correctness.

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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.

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.

INSURANCE COVERAGE

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

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

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INSURANCE COVERAGE (Continued)

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

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

b. Commercial General Liability

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

Products/Completed Operations Aggregate	\$ 1,000,000
Personal and Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Fire Damage (Any one fire)	\$ NIL

c. Business Auto Policy

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

d. Owners Protective Liability Coverage

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

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INSURANCE COVERAGE(Continued)

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

The required certificates of insurance shall not only name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the quote number, **project title and location of project. Insurance shall remain in force at least one (1) year** after completion and acceptance of the project by the County, insurance in the amounts and types as stated herein, coverage for all products and services completed under this contract.

- f. Property Insurance
If this contract includes construction of or additions to above ground buildings or structures, contractor shall provide **“Builder’s Risk”** insurance with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).
- g. Installation Floater
If this contract does not include construction of or additions to above ground building or structures, but does involve the installation of machinery or equipment, contractor shall provide an “Installation Floater” with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).

ADDITIONAL INSURED: Manatee County, a political subdivision of the State of Florida, shall be specifically named as additional insured on all policies.

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

**MANATEE COUNTY GOVERNMENT
REQUEST FOR QUOTATION #13-0485-OV
Lift Station Telemetry Tower at the Southeast Water Reclamation
Facility (SEWRF)**

INSURANCE COVERAGE(Continued)

- h. Commonly Over-looked Requirements – In order for the certificate of insurance to be accepted it must comply with the following:
1. As stated in para. (e.) “Certificates of Insurance and Copies of Policies”, **the project number (if one has been assigned) or Quote number, title and location shall appear on the certificate.**
 2. As stated in para. (e.) **Manatee County shall be named as additional insured.**
 3. The certificate holder shall be:
**Manatee County Board of Commissioners
P.O. Box 1000
Bradenton, FL 34206-1000**
 4. Certificate shall be mailed
to: **Manatee County Purchasing
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205
Attn: Olga Valcich (RFQ #13-0485-OV)**

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 thereof.

**MANATEE COUNTY GOVERNMENT
REQUEST FOR QUOTATION #13-0485-OV
Lift Station Telemetry Tower at the Southeast Water Reclamation
Facility (SEWRF)**

**QUOTE SUMMARY / SCOPE OF WORK
(In Conjunction with the Plans provided)**

DESCRIPTION OF THE WORK

This Work will provide antennas for remote operations of various remote facilities by staff in the SEWRF office. The Contractor shall provide a **complete turn-key operation.**

The Contractor shall furnish all labor, materials, equipment and incidentals, warranties, and professional services required to provide a 100 foot free standing tower to mount the antennas to, including the required permits and construction / installation of the proper foundation, tower erection, wiring, lights, climbing ladder, etc.

Contractor shall also be responsible for the demolition and disposal of the existing 75 foot monopole antenna.

Site Plans (4 total pages) and Boring Location Plans (3 total pages) are made a part of this Request for Quotation.

SPECIFICATIONS

All construction for this project shall be in accordance with the latest edition of Manatee County Utility Standards (May, 2011) and Manatee County Transportation Standards and /or FDOT Standard Specifications for Road and Bridge Construction unless otherwise indicated on the plans

The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best

ERECTOR / INSTALLER SHALL PROVIDE:

1. Contractor will provide the County with equipment and structural submittal documents sufficient to be signed off and approved for the issuance of all required permits.

**MANATEE COUNTY GOVERNMENT
REQUEST FOR QUOTATION #13-0485-OV
Lift Station Telemetry Tower at the Southeast Water Reclamation
Facility (SEWRF)**

ERECTOR / INSTALLER SHALL PROVIDE: (Continued)

2. The tower installation Contractor is responsible for all permitting, submittals and fees and structural steel certificate at construction completion.
 - a. Manatee County Building Department permitting fees are:

Permit	\$475 + 3% to State
Flood Review Fee	\$25
 - b. Manatee County Building Department submittal requirements are as follows:
 - Five (5) sets of signed / sealed tower drawings, to include tower and foundation details, specifications and installation instructions.
 - Site plan with buildings located and proposed tower location
 - Two (2) sets of signed and sealed Soil Reports
 - Completed Building Permit application
 - Steel Certification signed and sealed by the Engineer of Record at the tower completion
3. It is the intent of this project that the contractor provide a complete turn-key delivery of an antenna support structure and mounting an antenna as referenced herein and shall include, but is not limited to; all labor, material, equipment professional services, warranties, maintenance and operational manuals for any or all furnished equipment and demolition and disposal of the existing monopole antenna tower.
4. Provide final "As Built" record set with tower plans/foundation and utility locations for approval by Utility Engineering. **Provide two (2) sets** of Warranties and Manuals for products used. Provide digital picture record of each stage of construction including: pre-construction conditions, final site work and finished structure with final pay application.
5. Permit process started within 90 days. Upon approval of permitting, construction shall commence and be completed within a 120 calendar day period.

**MANATEE COUNTY GOVERNMENT
REQUEST FOR QUOTATION #13-0485-OV
Lift Station Telemetry Tower at the Southeast Water Reclamation
Facility (SEWRF)**

ERECTOR / INSTALLER SHALL PROVIDE: (Continued)

Site Plan Drawing: Note the proposed site location and approximate location of utilities in the area.

**INCLUDED BY REFERENCE IS THE MAY 2011 APPROVED MANATEE COUNTY
UTILITY STANDARDS.**

1. ANTENNA TOWER - General Information:

- a. Tower base location as shown
- b. Tower to meet all applicable wind and lighting / marking codes. Site wind load is 140 mph per the Manatee County Wind Load map.
- c. Antennas mounted to tower and wired into the building.
- d. Site has controlled access. Access codes will be provided.
- e. Tower shall have a minimum of five (5) years against defects in materials or workmanship.

2. TOWER STRUCTURE:

- a. Free Standing Monopole or Open Structure meeting requirements of ANSI/TIA/EIA-222-F.
- b. All steel hot dip galvanized per ASTM A123.
- c. Climber safety device system.
- d. Site Wind Load is 140 mph per the Manatee County Wind Load map.
- e. Mounting of all equipment, connections, wires, cables and lines:
DSF Model CTA 209/Telewave Model ANT 220 D6-9, Andrew
Solutions DB222-A Omni, exposed dipole antenna.

**MANATEE COUNTY GOVERNMENT
REQUEST FOR QUOTATION #13-0485-OV
Lift Station Telemetry Tower at the Southeast Water Reclamation
Facility (SEWRF)**

- f. Tower location is more than 20, 000 feet from the end of the nearest airport runway.

3. TOWER FOUNDATION:

- a. As required per the Tower manufacturer based on the Soil Boring logs attached.

4. TOWER ERECTION:

- a. Clean up site and all debris associated with the project.
- b. Restore Site to pre-construction condition upon completion.
- c. 110 Volt Power is available on site for tower lighting and small equipment usage during construction / erection.

SUBCONTRACTORS, SUPPLIERS AND OTHER

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 County for each quote item from any of the Quoters; and the Quoter 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 County. If County, after due investigation, has reasonable objection to any proposed subcontractor, supplier, other person or organization, County may, before the Notice of Award is given, request the apparent successful Quoter to submit an acceptable substitute without an increase in Contract Price or Contract Time.

If apparent successful Quoter declines to make any such substitution, County may award the contract to the next lowest qualified quoter that proposes to use acceptable subcontractors, suppliers, and other persons who County 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 County for the proper completion of all Work to be executed under this contract.

**MANATEE COUNTY GOVERNMENT
REQUEST FOR QUOTATION #13-0485-OV
Lift Station Telemetry Tower at the Southeast Water Reclamation
Facility (SEWRF)**

EXAMINATION OF CONTRACT DOCUMENTS AND SITE

It is the responsibility of each quoter before submitting a Quote, to (a) examine the Quote 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 County 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 quoter may, at quoter'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 quoter deems necessary to determine his quote for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

County 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.

PERMITS

The Contractor shall procure (unless otherwise stated) all permits and licenses, pay all charges, fees, and taxes and give all notices necessary and incidental to the due and lawful prosecution of the Work.

QUOTATION FORM**DATE DUE: December 12, 2012 at 3:00 pm**

To: Manatee County Purchasing
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205
Attention: Olga Valcich / **OR** Email: olga.valcich@mymanatee.org
OR Fax: 941-749-3034

REF: REQUEST FOR QUOTATION #13-0485-OV / Lift Station Telemetry Tower at the Southeast Water Reclamation Facility (SEWRF)

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

\$ _____

Number of Calendar days required for completion of project:120 Calendar days

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

We propose to furnish to Manatee County all of the services required to provide a complete turn-key operation for the installation of a 100 Foot Tall Free Standing Tower at the Southeast Water Reclamation Facility located at 3331 Lena Road, Bradenton, FL 34211.

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

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

Communications concerning this Quote shall be addressed as follows:

Person's

Name: _____

Address: _____ Phone: _____

Date: _____ FLContractorLicense# _____

Quoter is a WBE/MBE Vendor? _____ Certification _____

COMPANY'S

NAME: _____

AUTHORIZED

SIGNATURE(S): _____

Name and Title of Above Signer(s)

COMPANY MAILING

ADDRESS: _____

STATE OF INCORPORATION _____ (if applicable)

TELEPHONE: () _____ FAX: () _____

EMAIL ADDRESS: _____

Acknowledge Addendum No. ____ Dated: __ Acknowledge Addendum No. ____ Dated: ____

SIGN AND CONFIRM DATE OF PROJECT VISIT: _____ **DATE:** _____

Bidder: _____

Authorized Signature: _____

**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 **RFQ No. #13-0485-OV**
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 is: _____.
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 Cost
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 _____, 2012
(impress official seal)

Notary Public, State of Florida

My commission expires: _____

CONTRACTOR'S QUESTIONNAIRE

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

. A General Contractor's license is a requirement for this project and copy of same shall be submitted with the reply to this Quotation.

The Contractor must have erected at least five (5) towers of similar height.

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID.

1. LICENSE # and _____
COMPANY'S NAME _____

CO. PHYSICAL
ADDRESS: _____

TELEPHONE NUMBER: (____) _____ FAX (____) _____

EMAILADDRESS: _____

2. Quoting 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. Provide a list of key personnel you propose to use and their qualifications and experience.

6. Provide at least five (5) examples of similar projects which you have completed satisfactorily within the past five (5) years.

1. _____

2. _____

3. _____

7. 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:

8. 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.

9. Have you ever failed to complete work awarded to you? If so, state when, where and provide Contact name, address, phone number and why?

10. 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:

11. 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. _____

12. Describe and give the date and owner of the last three (3) private contracts you have completed which are similar in cost, type, size and nature. Include contact name and phone number. Also include: Project Title, Location and Work Summary, Contractor's Project Manager.

1. _____

2. _____

3. _____

13. 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? State date of Site Visit.

14. 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?

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

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

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

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

19. Provide detail of your organization's initiative to meet the goal of encouraging and promoting environmentally preferable "green" products?

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) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

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

- (1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
- (2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
- (3) been convicted of a violation of an environmental law that, in the sole opinion of the County's Purchasing 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 an entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION
(Continued)

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

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

[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 "COUNTY" and (insert Contractor name), hereinafter referred to as the "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 (RFQ#13-0485-OV, Lift Station Telemetry Tower at the Southeast Water Reclamation Facility (SEWRF), 3331 Lena Road, Bradenton, FL.) 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 the CONTRACTOR, the COUNTY shall pay and the CONTRACTOR will accept as full consideration for the performance of all Work required by RFQ#13-0485-OV, Lift Station Telemetry Tower at the Southeast Water Reclamation Facility (SEWRF), 3331 Lena Road, Bradenton, FL subject to additions and deductions as provided therein, the sum of (Insert award amount, including discretionary \$000000.00) for Bid "A or B" based on a Completion Time of (insert days) calendar days.

ARTICLE 3. LIQUIDATED DAMAGES

Time is of the essence in this Agreement. As of the date of this Agreement, the damages that will be suffered by the County in the event of the Contractor's failure to timely complete

the Work are impossible to determine. In lieu thereof, it is agreed that if the Contractor fails to achieve Substantial Completion of the Work within ____ calendar days of issuance of the Notice to Proceed (accounting, however, for any extensions of time granted pursuant to approved Change Orders), the Contractor shall pay to the County, as liquidated damages (and not as a penalty), the sum of \$_____ per calendar day for each day beyond ____ days until the Contractor achieves Substantial Completion. The County shall have the option of withholding said liquidated damages from any Pay Application(s) thereafter submitted by the Contractor. Alternatively, the Contractor shall immediately pay said sums to the County upon the County's demand for same.

ARTICLE 4. ENGINEER

The County of Manatee; Public Works Department, is responsible as the COUNTY and as "ENGINEER," designed this project and is responsible for technical/engineering reviews and decisions. The ENGINEER is a member of the COUNTY'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: **Ms. Sherri Robinson, Assessment Coordinator.** All invoicing will be addressed to the attention of **Ms. Sherri Robinson, Assessment Coordinator.**

County of Manatee
Public Works Department
Project Management Division
Ms. Sherri Robinson
Assessment Coordinator
RFQ#13-0485-OV
1022 26th Avenue East
Bradenton, FL 34208

County of Manatee
Public Works Department
Mr. Wayne Troxler
Utility Engineering Division Manager
1022 26th Avenue East
Bradenton, FL 34208
Phone: (941) 708-7450, Ext. 7650
Phone (941) 708-7450, Ext. 7334

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

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

In order to induce COUNTY to enter into this Agreement, 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 the CONTRACTOR will be done at the 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 OWNER 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 the COUNTY.

ARTICLE 6. CONTRACT DOCUMENTS

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

- 6.1 This Agreement and Bid Document (**RFQ#13-0485-OV**)
- 6.2 Performance and/or other Bonds and Insurance Certificate(s)
- 6.3 Drawings/Plans (not attached)
- 6.4 Addendum number _#_ to _#_ inclusive
- 6.5 CONTRACTOR'S Bid Form
- 6.6 Reports

- 6.7 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.
- 6.8 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 6.

ARTICLE 7. MISCELLANEOUS

- 7.1 Terms used in this Agreement are defined in Article 1 of the General Conditions.
- 7.2 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.
- 7.3 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.

**AGREEMENT
RFQ #13-0485-OV**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement 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: _____

STATEMENT OF NO OFFER

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

Acceptable methods of return:

EMAIL-----see front of Request For Quote.

FAX----- (941) 749-3034

MAIL TO:

**Manatee County Purchasing Office
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205**

We, the undersigned, have declined to quote on **RFQ#13-0485-OV**, for the following reason(s):

- ☐ Specifications too restrictive
- ☐ Insufficient time to respond
- ☐ We do not offer this product or service
- ☐ Our schedule would not permit us to perform
- ☐ Unable to meet specifications
- ☐ Specifications unclear (explain below)
- ☐ Other (specify below)

REMARKS PLEASE PRINT

Company Name_____

Company Address_____

Telephone: _____

Date: _____

Signature: _____

Print or type name and title of above signer

GENERAL CONDITIONS
For Construction Quotations as a Stipulated Unit Cost Contract

ARTICLE I - DEFINITIONS

Whenever used in the Quotation 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 quotations which clarify or change the quotation documents or the contract documents.

Agreement - The written Agreement between County 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 County 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 quotation 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 in accordance with Manatee County Code of Laws.

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

Quoter - One who submits a quotation directly to the County, as distinct from a sub-contractor who submits an offer to a Contractor.

Quotation Documents - Consists of the Quotation, which includes but is not limited to: the Quotation form, drawings, technical specifications, terms and conditions, and the proposed contract documents (including all Addenda issued prior to receipt of quotations); 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 County.

Contract Documents - The Agreement, Addenda (which pertain to the contract documents), Contractor's quotation (including documentation accompanying the quotation and any post-quotation 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 County 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 County 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 quotation 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.

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 contractor stating Award has been approved by the Purchasing Official in accordance with Manatee County Purchasing Ordinance.

Notice of Intent to Award - The written notice to the apparent low quoter stating Award has been recommended with final Award to be authorized by the Ordinance 11-43, Manatee County Purchasing Code.

Notice to Proceed - Written notice by County (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 / County - Manatee County Florida, Board of County Commissioners, a political subdivision of the State of Florida.

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 the County 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 Quoter - The lowest qualified, responsible and responsive Quoter 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 County 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 County to govern the Work, to protect the functions of the local government and its citizens and to aid in providing appropriate surveillance. The County 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 County, after necessary rescheduling and obtaining additional information for specific purposes, shall review and approve the schedule. The Contractor shall also forward to the County, 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 County's review and approval. In addition, more detailed schedules may be required by the County 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 County as insufficient or improper for securing the quality of work required or the required rate of progress, the County 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 County to demand any increase of such efficiency of any improvement shall not release the County 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 County may require the Contractor to remove from the Work such employees as the County deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the Work is deemed to be contrary to the County's interest.
- 2.4 The County 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 County 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 are 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 Quotations, 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 County, 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 (where applicable)

3.3.2 A Change Order

3.3.3 Administrative Contract Adjustment (ACA) (where applicable)

- 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 Discretionary Work – Field Directive (not applicable)

3.4.2 Engineer's approval of a Shop Drawing or sample. (where applicable)

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 Saturday, 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 County 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 County on account of such overtime work. At County'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 County 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 County or Engineer and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of County to pay or to see to the payment of any monies due any such subcontractor, supplier or other person or organization.

- 4.6 Permits: Unless otherwise provided, Contractor shall obtain and pay for all construction permits and licenses. County 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 County. 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 County'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.

- 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 County, is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County prompt written notice if Contractor believes that any significant changes in the work or variations from the contract documents have been caused thereby. If County 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 Quotation, 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, County/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 Quotation, 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. County 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 Quotation 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 Quotation, 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 County, 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 County in writing, and the County 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 County shall furnish the data required of County 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 County/Engineer. Standard County forms shall be utilized.
- 5.2 The County 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 County 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, County 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 County, 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.

- 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 County'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 15% Contractor's fee for overhead and profit. (Contractor shall submit an itemized cost breakdown together with supporting data.)
- 7.4 Either County 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 County 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 County or others performing additional work; or to fires, floods, epidemics, abnormal weather conditions or acts of God.
- 8.3 All time limits stated in the contract documents are of the essence.

ARTICLE 9 - WARRANTY, TEST/INSPECTION, CORRECTION

- 9.1 Contractor warrants (for a minimum period of three (3) years or as otherwise stated herein) and guarantees to County that all work will be in accordance with the contract documents and will not be defective; that County, representatives of County, 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 County).
- 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, County 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 County 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, County may correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County 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 County has paid Contractor but which are stored elsewhere. All direct, indirect and costs of County 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 County and in accordance with County'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, County 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 County 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.

- 10.2.1 County 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 County 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 County shall be verified by County and incorporated in a change order; but in finishing the work, County 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 County terminate the Agreement and recover from County 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 County has failed to make any payment as aforesaid, Contractor may upon seven (7) days written notice to County 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 County 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 County/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.

- 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 Official for a decision; the Contractor may request a conference with the Purchasing Official. Claims include, without limitation, disputes arising under the contract and those based upon breach of contract, mistake, misrepresentation, or other cause for modification or revision. Contract claims shall use the process detailed in Section 2-26-63, Manatee Owner Purchase Code, Ordinance 11-43.

ARTICLE 12 - RESIDENT PROJECT REPRESENTATIVE - DUTIES, RESPONSIBILITIES

- 12.1 Resident Project Representative is Engineer/County's Agent, who will act as directed by and under the supervision of the Engineer, and who will confer with County/Engineer regarding his actions. Resident Project Representative's dealing in matters pertaining to the on-site work shall, in general, be only with the County/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 County/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 County/Engineer and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.
 - 12.2.3 Serve as County/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 County/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 County/Engineer of their availability for examination.
 - 12.2.5 Advise County/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 County/Engineer.
 - 12.2.6 Conduct on-site observations of the work in progress to assist County/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 County/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 County/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 County/Engineer.
- 12.2.10 Transmit to Contractor, CountyEngineer'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 County/Engineer.
- 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, County/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 County/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 County/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 County/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 County/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 County/Engineer for his review prior to final acceptance of the work.
- 12.2.20 Before County/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 County/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 County/Engineer concerning acceptance.
- 12.3 Except upon written instructions of County/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 County/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 County to occupy the project in whole or in part; and
- 12.3.7 Shall not participate in specialized field or laboratory tests.

ARTICLE 13 - APPRENTICES

- 13.1 If Successful Contractor employees Apprentices, he shall be governed and comply with the provisions of Florida State Statute 446.011.

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

