



**MANATEE COUNTY GOVERNMENT  
REQUEST FOR QUOTATION #14-1546-OV  
Replacement of Submersible Pumps for 2014 Group 1  
230/460 Volts, 3 Phase**

DATE ISSUED: April 15, 2014 DUE DATE: May 14, 2014 at 4:00 PM

**Acceptable methods of receipt:**

Email Address: olga.valcich@mymanatee.org  
FAX: (941) 749-3034  
US MAIL to: Manatee County Administration Building, Suite 803  
1112 Manatee Avenue West, Bradenton, FL 34205

*Olga Valcich*  
*4-15-14*

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Manatee County invites your participation in the following quotation. The specifications stated herein are of the minimum requirements. All quotes submitted must be in accordance with the Master Meter Specs and Minimum Specifications.

Manatee County Utility Operations Department is requesting the purchase of Submersible Sewage Pumps for eight (8) various Manatee County Lift Stations.

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Replacement of Submersible Pumps for 2014 Group 1  
230/460 Volts, 3 Phase**

**PURPOSE**

It is the intent of the County of Manatee to purchase a total of nineteen (19) replacement Submersible Sewage Pumps for eight (8) Lift Stations at various locations meeting the specifications provided herein. Vendor shall furnish all equipment needed to accomplish this purchase. This quote will provide all information for the execution of this purchase. Manatee County Personnel shall install the replacement Submersible Sewage Pumps.

**SPECIFICATIONS**

Vendor 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 vendor 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. Vendors shall not accept any verbal or telecommunication explanation as authorized clarification of the contents herein.

**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 Contracting and Environmental Crimes Certification to be completed and returned with the Quote Form.

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**QUALITY GUARANTEE AND REMEDIAL CLAUSE**

If any work or material does not meet specifications, or materials furnished in conjunction with the work will not produce the results required of the work, the vendor will be required to rectify any and all work involved in the unsatisfactory situation. If the unsatisfactory work or materials involves other vendors who are blameless, then it shall be the responsibility of the vendor responsible for the faulty work or the furnishing of unsatisfactory materials to reimburse the blameless vendors for any and all additional work or materials required due to the faulty work or materials.

**QUALITY TERMS**

The County reserves the right to reject any or all work or materials used in the work, if in its judgment the work or materials reflect unsatisfactory workmanship, or manufacturing defects.

**UNBALANCED BIDDING PROHIBITED**

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:

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.

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.

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**Front End Loading of Bid Pricing Prohibited**

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 quote's 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 Vendor 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, quotes, 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 quote 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.

**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 responsive 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.

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**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.

**USE OF TRADE NAMES**

Brand or trade names referenced in the specifications are for comparison purposes only. Vendors may submit quotes on items manufactured by other than the manufacturer specified. In these instances quotes must be accompanied with all descriptive information necessary for a thorough evaluation of the proposed material or equipment such as detailed drawings and specifications, certified operation and test data, and experience records, as well as an itemized list of any variances from, or exceptions taken to the specifications. Failure of any vendor to furnish this data will be cause for rejection of the specified item to which it pertains.

**REGULATIONS**

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

**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.

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**CODE OF ETHICS (Continued)**

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;
- 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.

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**SAVE HARMLESS CLAUSE**

The successful vendor (s) covenants and agrees to indemnify and save harmless the County of Manatee, Florida and to defend same from all costs, expenses, damages, and attorney's fees, injury of loss, to which the County may be subjected by any person, firm, corporation or organization by reason of any wrongdoing, misconduct, want or need of care or skill, negligence or default or breach of contract, guaranty or warranty, by the successful vendor(s), his employees, agents or assigns.

**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.

**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**

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

**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.

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**DEADLINE FOR CLARIFICATION REQUESTS**

**4:00 PM on May 2, 2014** shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this Request for Quotation to the Manatee County Purchasing Division (email: [olga.valcich@mymanatee.org](mailto:olga.valcich@mymanatee.org)).

This Deadline has been established to maintain fair treatment of all potential Quoters, while maintaining progression of the Project to promote economic stimulus.

**CLARIFICATION & ADDENDA**

Each Quoter shall examine all Request for Quote Documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to this Request for Quotation shall be made through the Manatee County Purchasing Division. County shall not be responsible for oral interpretations given by any County employee, representative, or others.

The issuance of a written Addendum is the only official method whereby interpretation, clarification or additional information may be given.

If any Addenda are issued to this Request for Quotation, County will post the documents on the Purchasing Division's web page, which can be accessed at <http://www.mymanatee.org/purchasing>, and then by clicking on "Bids and Proposals". If the

It shall be the responsibility of each Quoter, prior to submitting their Quote to contact the Manatee County Purchasing Division, **Olga Valcich at 941-749-3055** to determine if any Addenda were issued and to make such Addenda a part of their Quote.

**END OF SECTION**



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**General Terms and Conditions**

**CONTRACT FORMS**

The agreement resulting from the acceptance of a quote shall be in the form of a purchase order and be bound by the terms and conditions specified herein.

**ASSIGNMENT OF CONTRACT**

Vendor 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 subvendor assignment shall not dispense with the necessity of such consent to any further or other assignment.

**AUTHORIZED PRODUCT REPRESENTATION**

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

**PAYMENT**

In accordance with the Prompt Payment Act, Florida Statute 218.71, vendor 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. Vendor 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 vendor 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 vendor within 20 days after the pay estimate has been approved by the County.

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**PAYMENT (Continued)**

**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 vendor's responsibility for the care of the materials. Any damage to or loss of said materials is the full responsibility of the vendor. Any Periodical Pay Estimate signed by the vendor 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 vendor 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 vendor agrees to furnish an affidavit stating that all laborers, material men, and subvendors 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, subvendors 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 vendor 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 Vendor 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 Vendor of all particulars in which this inspection reveals that the Work is incomplete or defective. Vendor 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 vendor's responsibility shall then terminate except as otherwise stated.

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**BID BOND/CERTIFIED CHECK (For Projects Over \$100,000.00, if applicable)**

By offering a submission to this Request for Quotation, the Quoter agrees should the Quoter's Response be accepted, **to execute the form of Contract and present the same to Manatee County for approval within ten (1) calendar days after notice of Intent to Award.** The Quoter further agrees that failure to execute and deliver said form of Contract within ten (10) calendar days will result in damages to Manatee County and as guarantee of payment of same a Bid Bond/Certified Check shall be enclosed within the submitted Request for Quotation in the amount of five (5%) percent of the total amount of the Quote. The Quoter further agrees that in case the Quoter fails to enter into a Contract, as prescribed by Manatee County, the Bid Bond/Certified Check accompanying the Quote shall be forfeited to Manatee County as agreed liquidated damages. If the County enters into a Contract with a Quoter, or if the County rejects any and / or all Quotes, accompanying bond will be promptly returned.

**PERFORMANCE AND PAYMENT BONDS (For Project Over \$100,000.00, if applicable)**

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

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

Failure of the County at any time, to require performance by the vendor of any provisions set out in the contract will in no way affect the right of the County, thereafter, to enforce the provisions.

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**WARRANTY AND GUARANTEE PROVISIONS**

All Pumps shall have a pro-rated warranty against defects in workmanship and materials for a minimum period of five (5) years from the date of purchase. The Pump, Pump motor and associated components shall all be warranted as a unit by the Pump Manufacturer.

All materials, equipment, and workmanship furnished and installed by the vendor is warranted and guaranteed by the vendor to be such as to meet the required 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 vendor of faulty materials, equipment, or workmanship within the period of the guarantee and the vendor 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 vendor, and do not constitute exclusive remedies of the County against the vendor.

**ROYALTIES AND PATENTS**

The vendor shall pay all royalties and license fees for equipment or processes in conjunction with the equipment and / or services being furnished. Vendor 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.

**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.

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**CANCELLATION**

Any failure of the vendor 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 Vendor 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 quoter 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.

**INDEMNIFICATION**

The vendor 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. Vendor shall furnish two (2) copies of each publication.

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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 vendor 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 vendor for hindrance or delays due solely to fraud, bad faith, or active interference on part of the County or its agents. Otherwise, the vendor 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 vendor 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 vendor 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.

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:

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

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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
Medical Expense (Any one person)	\$ NIL

**ADDITIONAL INSURED:** Manatee County, a political subdivision of the State of Florida, shall be specifically named as additional insured on the Commercial General Liability Policy.

c. Business Auto Policy

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

**ADDITIONAL INSURED:** Manatee County, a political subdivision of the State of Florida shall be specifically named as additional insured on the Business Auto Policy.

d. Property Insurance

**If the resulting Contract includes** construction of or additions to the 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).

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**INSURANCE COVERAGE (Continued)**

e. 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, vendor 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).

f. Certificates of Insurance and Copies of Policies

Certificates of Insurance in triplicate evidencing the insurance coverage specified herein shall be filed with the Purchasing Official before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the Quote number and title of the Project. All insurance policies required herein shall be issued by companies that are authorized to do business under the laws of the State of Florida and hold an A.M. Best rating of A- or better. Insurance, as specified herein, shall remain in force and effect for the duration of the Project including any warranty periods.

g. Complete Policies

The entire and complete insurance policies required herein shall be provided to the County upon request.

Nothing herein shall in any manner create any liability of County in connection with any claim against the Contractor for labor, services, or materials, or of Subcontractor's and nothing herein shall limit the liability of the Contractor or Contractor's Sureties to County or to any Workers, Suppliers, material men or employees in relation to the resulting Contract.

h. By way of its submission of a Quote thereto, Quoter:

1. Represents that Quoter maintains, and will maintain during the term of any Contract arising from this solicitation, insurance coverage from responsible companies duly authorized to do business in the State of Florida and deemed acceptable to County, as set forth in this solicitation; and



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**INSURANCE COVERAGE (Continued)**

2. Agrees that, insurance should not be cancelled without thirty (30) days notice to County and must be endorsed to provide same. Failure of Quoter to obtain and maintain proper amounts of insurance at all times as called for herein shall constitute a Material Breach of the resulting Contract, which may result in immediate termination.
- i. Certification Requirements – In order for the certificate of insurance to be accepted it **must** comply with the following:
  1. The certificate holder shall be:  
**Manatee County Board of Commissioners,  
A political subdivision of the State of Florida  
P.O. Box 1000  
Bradenton, FL 34206-1000  
RFQ#QUOTATION #14-1546-OV  
Replacement of Submersible Pumps for 2014 Group 1  
230/460 Volts, 3 Phase**
  2. Certificate shall be mailed to:  
**Manatee County Purchasing Division  
1112 Manatee Avenue West, Suite 803  
Bradenton, FL 34205  
Attn: Olga Valcich, CPPB, Contract Specialist**

**End of Section**

**MANATEE COUNTY GOVERNMENT  
REQUEST FOR QUOTATION #14-1546-OV  
Replacement of Submersible Pumps for 2014 Group 1  
230/460 Volts, 3 Phase**

**Submersible Pump Specifications**

Pricing shall include delivery to Manatee County Utilities Department Warehouse, 4508-B 66<sup>th</sup> Street West, Bradenton, FL 34210. 24 Hour Notice shall be provided prior to delivery. Contact: Mr. Rick Wilmer, 941-792-8811 at Extension 5259 or Mr. Nick Wagner at Extension 5377.

**D.01 DOCUMENTATION**

In addition to the submittal of your Quote Form, Vendor shall submit the following documentation for **EACH** model pump.

1. A performance curve indicating the Pump Model Number, Horsepower, efficiency, R.P.M., and Impeller Diameter.
2. An electrical data sheet showing the Model Number, Horsepower, Voltage, Phase, Frame Size, Synchronous and Full Load R.P.M., Frequency, Service Factor, Full Load Amps, Service Factor Amps, Locked Rotor Amps, KW usage at the operating conditions specified, NEMA Locked Rotor Code, NEMA Design Code, Full Load Nominal Efficiency, Power Factor, Insulation Class, Temperature Rise at full load and Ambient Temperature Rise.
3. A dimensional drawing showing the overall height, the distance from the discharge center line to the bottom of the Pump (inlet eye), the distance from the face of the discharge flange to the back of the volute, and the total weight of the Pump.

**D.02 PUMP SCHEDULE**

See Quote Form, **Page No. 25-A.**

**D.03 PUMP SPECIFICATIONS**

- a. Each Pump shall be capable of pumping raw, unscreened sewage and able to pass a minimum 3-inch spherical solid.
- b. Each Pump shall be totally submersible rated and suitable for continuous duty, underwater operation.
- c. Each Pump and the associated power and signal cables shall have watertight integrity to a depth of 50 feet.

**MANATEE COUNTY GOVERNMENT  
REQUEST FOR QUOTATION #14-1546-OV  
Replacement of Submersible Pumps for 2014 Group 1  
230/460 Volts, 3 Phase**

**Submersible Pump Specifications(Continued)**

- d. Pump motors shall have the following electrical characteristics: 230 Volt or 460 Volt, 3 Phase, 60 Hertz, minimum service factor of 1.15, continuous duty, maximum NEMA LRA/HP code of J , and NEMA Design B.
- e. Pump motors shall be non-overloading throughout the entire range of operation.
- f. The Pump motors are to be induction motors which are built with moisture resistant Class F insulation.
- g. Each motor shall be capable of a minimum of 10 starts per hour without degradation of the windings.
- h. The Pump motor shaft shall be made from a single, solid, forging of 303 (or better grade) stainless steel, tapered, keyed, and supported by a minimum of one (1) heavy duty upper radial ball bearing and a minimum of one (1) heavy duty lower thrust bearing.
- i. The bearings shall have a minimum B-10 life rating of 60, 000 hours.
- j. The shaft and shaft extension shall be of minimum length and maximum diameter to reduce shaft deflection and prolong bearing life.
- k. The shaft shall have a maximum deflection range of 0.002 inches within the operating range.
- l. The Pump motor shall be designed for pumping at a maximum sump ambient of 40 degrees C (104 degrees F).
- m. The stator of the Pump motor shall be copper wound (aluminum stator windings are not permitted) and equipped with at least two (2) heat sensors (klixons installed in the stator end turns) which will shut the motor off directly or via a relay in case of excessive heat build up.

**MANATEE COUNTY GOVERNMENT  
REQUEST FOR QUOTATION #14-1546-OV  
Replacement of Submersible Pumps for 2014 Group 1  
230/460 Volts, 3 Phase**

**Submersible Pump Specifications (Continued)**

- n. The Pump motor housing shall be oil or air filled type for cooling purposes. Oil filled motors shall use pure dielectric insulating oil.
- o. The Pump motor shall be capable of operating at +/-10% of rated voltage and +/-5% of rated frequency without excessive heating.
- p. The Pump motor shall not exceed a rise by resistance of 90 degrees C at full load over the entire performance curve. It shall be able to operate intermittently at full load while un-submerged without damage.
- q. Power cables shall be sized for operation at the rated service factor. The Power cable shall be a single, multi-conductor, SO type that is epoxy potted and compression fitted with water tight sealing into the pump cable entry. Multiple power cords shall not be accepted.
- r. **Each Pump shall have a stainless steel nameplate stamped with the following information:**
  - 1. Model / Serial Number
  - 2. Horsepower
  - 3. Voltage
  - 4. Full Load AMPS
  - 5. Full Load RPM
  - 6. Phases
  - 7. Frequency
  - 8. NEMA LRA Code
  - 9. NEMA Design
  - 10. Insulation Class
  - 11. Ambient Temperature
  - 12. Lead Connections for Direction of Rotation
  - 13. Type of Duty
  - 14. Type of Bearings
  - 15. Pump Impeller Size

**MANATEE COUNTY GOVERNMENT  
REQUEST FOR QUOTATION #14-1546-OV  
Replacement of Submersible Pumps for 2014 Group 1  
230/460 Volts, 3 Phase**

**Submersible Pump Specifications (Continued)**

- s. Each Pump shall have an enclosed cast iron or ductile iron impeller and shall be equipped with a bronze wear ring or adjustable wear plate.
- t. The Pump lifting cover, stator housing, and volute casing shall be gray cast iron. ASTM A48, Class 30. Castings shall have smooth surfaces that are devoid of blow holes or other casting defects.
- u. The Pump lifting bail shall have a minimum of 4 inch diameter clear opening and shall be cast as part of the motor cover or fabricated from 316 stainless steel.
- v. All fasteners exposed to raw sewage shall be series 300 stainless steel.
- w. The backside of the impeller shall have pump-out vanes to keep contaminants out of the seal area. The impeller shall be dynamically balanced, and shall be single or multi-vaned, totally enclosed, non-clogging design. There shall be a maximum clearance of .125" between the seal housing and the top of the impeller.
- x. The Pump shall have a minimum of two (2) mechanical seals mounted in tandem with an oil chamber between the two (2) seals. The oil chamber of each pump shall be equipped with an electric seal fail sensor. The unit shall be designed so that when the outer seal fails, the contaminants that enter shall not enter the bearing housing and cause damage to the bearings. The inner seal shall be replaceable without disassembly of the motor housing and without the need of special tools. The seals shall be carbon-ceramic, tungsten carbide, or silicon carbide and locally available.
- y. All Pumps shall be center-line discharge type constructed so that the discharge flange supports the full weight of the pump. The pump discharge flange shall have a standard ANSI Class 125 flange bolt pattern for the discharge size specified.

**MANATEE COUNTY GOVERNMENT  
REQUEST FOR QUOTATION #14-1546-OV  
Replacement of Submersible Pumps for 2014 Group 1  
230/460 Volts, 3 Phase**

**Submersible Pump Specifications (Continued)**

- z. Pumps shall be painted after assembly with approved air dry enamel which will adequately protect the exterior housings from the corrosive environment in the wastewater sewer system. Coating thickness shall be a minimum of 4 mils.

**D.04 PUMP WARRANTY**

All Pumps shall have a pro-rated warranted against defects in workmanship and materials for a minimum period of five (5) years from the date of purchase. The Pump, Pump motor and associated components shall all be warranted as a unit by the Pump manufacturer.

**END OF SECTION**

## **BASIS OF AWARD**

### **BASIS OF AWARD**

The award will be made to the responsive, responsible quoter meeting specifications and having the lowest Total Quote

**Quoters shall quote each and every item for their quote to be responsive. Only one (1) award shall be made.**

**Award will be made on an "All or None Total Offer" basis.** The County will either accept or reject the entire offer. The right is reserved to reject all bids if it is deemed impractical or not in the best interest of the County.

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

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

**END OF SECTION**

## QUOTE FORM:

**DATE DUE: May 14, 2014 at 4:00 PM**

To: Manatee County Purchasing  
C/o Public Works Department  
1022 26<sup>th</sup> Avenue East  
Bradenton, Florida 342085  
Attention: **Olga Valcich / RFQ #14-1546-OV**

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 bidder.

We propose to furnish, Manatee County Replacement Submersible Pumps in accordance with the quantities and specifications which are made a part of this Request for Quotation.

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

**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.

\$\_\_\_\_\_ Duration/Calendar Days\_\_\_\_\_

\_\_\_\_\_  
Company Name Phone Number

\_\_\_\_\_  
Address Fax Number  
City, State, Zip Code

\_\_\_\_\_  
Authorized Signature Date

EMAIL ADDRESS: \_\_\_\_\_

**ACKNOWLEDGE ADDENDUM NO.**\_\_\_\_\_ **DATE**\_\_\_\_\_

**ACKNOWLEDGE ADDENDUM NO.**\_\_\_\_\_ **DATE**\_\_\_\_\_

**ACKNOWLEDGE SITE VISIT: (Name):**\_\_\_\_\_ **Date:**\_\_\_\_\_



**QUOTE FORM**  
(Submit in Triplicate)

IFB 09-0897-OV

**RFQ #14-1546-OV**

**Replacement Pumps for Lift Stations 230/460 Volt 3 Phase Submersible Pumps**

	DESCRIPTION	EST. QTY.	U/M	UNIT PRICE	EXTENDED PRICE
1	Lift Station, #6 Beach (RTU472), Submersible Pump, 4", 275 GPM, 35 TDH, 230 Volts, Phase 3, Cord Length 40 Ft.	2	ea	\$	\$
2	Lift Station, Bayshore Yacht Basin (RTU 101), Submersible Pump 6", 950 GPM, 71 TDH, 460 Volts, Phase 3, Cord Length 45 Ft.	3	ea	\$	\$
3	Lift Station, El Conquistador 1 (RTU 104), Submersible Pump 6", 800 GPM, 110 TDH, 460 Volts, Phase 3, Cord Length 45 Ft.	3	ea	\$	\$
4	Lift Station, Harrison Ranch 1 (RTU 815), Submersible Pump 4", 467 GPM, 134 TDH, 460 Volts, Phase 3, Cord Length 45 Ft.	2	ea	\$	\$
5	Lift Station, Lakewood TownCenter 1 (RTU 379), Submersible Pump 4", 520 GPM, 66 TDH, 460 Volts, Phase 3, Cord Length 45 Ft.	2	ea	\$	\$
6	Lift Station, Morton Village (RTU 110), Submersible Pump 4", 125 GPM, 76 TDH, 230 Volts, Phase 3, Cord Length 40 Ft.	2	ea	\$	\$
7	Lift Station, N1H (RTU 513), Submersible Pump 4", 500 GPM, 66 TDH, 230 Volts, Phase 3, Cord Length 45 Ft.	3	ea	\$	\$
8	Lift Station, Sabal Harbor 1 (RTU 386), Submersible Pump 4", 550 GPM, 35 TDH, 230 Volts, Phase 3, Cord Length 45 Ft.	2	ea	\$	\$
<b>TOTAL PRICE:</b>					\$

Bidder:\_\_\_\_\_

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

## PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

### SWORN STATEMENT PURSUANT TO ARTICLE V 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 \_\_\_\_\_, 2010 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.

## STATEMENT OF NO QUOTE

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

**Acceptable methods of return:**

**EMAIL**-----see Construction Buyers information on front of Request For Quote.

**FAX**----- (941) 708-7544

**MAIL TO:**

**Manatee County Purchasing Office  
1022 26<sup>th</sup> Avenue East  
Bradenton, Florida 34208**

We, the undersigned, have declined to bid on **RFQ#14-1546-OV**, for the following reason(s):

- ☐ Specifications too restrictive, i.e., geared toward one brand or manufacturer.
- ☐ Insufficient time to respond
- ☐ We do not offer this product or service
- ☐ Our schedule would not permit us to perform
- ☐ Unable to meet specifications
- ☐ Unable to meet Bond requirement
- ☐ Specifications unclear (explain below)
- ☐ Unable to meet insurance requirements
- ☐ Remove us from your "Bidders List"

(Note: check all that apply to your no quote)

☐ Other (specify below)

**REMARKS PLEASE PRINT**

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Company Name \_\_\_\_\_

Company Address \_\_\_\_\_

Telephone: \_\_\_\_\_

Date: \_\_\_\_\_

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

(Print or type name and title of above signer)

SECTION E  
**GENERAL CONDITIONS**

**ARTICLE 1. DEFINITIONS**

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

Addendum - Written or graphic instruments issued prior to the opening of Bids which clarify or change the Bid Documents.

Administrative Contract Adjustment (ACA) – A minor change to a Contract, which is less than 10% of the Contract Price or less than 20% of the Contract Time, and does not require Board approval. (Reference Resolution R-07-189)

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

Award - Acceptance of the Bid from the person, firm, or corporation which in the County's sole and absolute judgment will under all circumstances best serve the public interest. Award shall be made in accordance with Chapter 2-26 of the Manatee County Code.

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

Bid Bond – An insurance agreement, accompanied by a monetary commitment, by which a third party (the Surety) accepts liability and guarantees that the Bidder will not withdraw the Bid.

Bidder - One who submits a Bid directly to the County, as distinct from a Sub-bidder, who submits a Bid to a Bidder.

Bid Documents - Consists of the Invitation for Bid, which includes but is not limited to the Bid Form, drawings, technical Specifications, terms and conditions, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids); and becomes a part of the resulting Contract.

Bid Summary – Specifications or scope of Work that specifically describes the Work to be done for this Project.

Bond Rider – A Bond Rider increases the Performance Bond coverage to ensure responsibility of the Contractor in executing the Work for the County in consideration of the increased value resulting from an approved change in the Contract amount.

Change Order - A document recommended by the Project Representative which is signed by Contractor and County 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 Contract.

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

Contract - The written Contract between County and Contractor covering the Work to be performed; other Contract Documents are attached to the Contract and made a part thereof as provided therein.

Contract Contingency - A monetary allowance used at the County's discretion, which is part of the total sum of the Contract that allows for minor changes in the Contract that do not change the initial Scope of Work, including Contract Price and Contract Time.

Contract Documents - The Contract, Invitation for Bid in its entirety, Public Construction Bond Form and Insurance Certificate(s), Drawings/Plans, Addenda (which pertain to the Bid Documents), Contractor's Bid Form (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award), and Reports, together with all written Change Orders and other documents amending, modifying or supplementing the Contract Documents issued on or after the Effective Date of the Contract.

Contract Price - The monies payable by County to Contractor under the Contract Documents as stated in the Contract.

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 a Contract.

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 County).

Drawings - The drawings which show the character and Scope of Work to be performed and which have been prepared or approved by Engineer and are referred to in the Bid and Contract Documents.

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

Engineer – Licensed professional who is responsible for the preparation, signing, dating, sealing and issuing of any engineering document(s) for any engineering service or Work.

Excusable Delay - Any delay beyond the control and without the negligence of the Contractor, the County, 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 County or epidemics. Labor disputes and above average rainfall shall give rise only to Excusable Delays.

Field Directive - A written order issued by an authorized County Representative which approves changes in the Work, but does not involve a change in the initial Scope of Work, including the Contract Price and the Contract Time. A Field Directive must be issued by an authorized County Representative to authorize use of Contract Contingency funds.

Final Completion – The Work (including items defined on the Punch List) has been completed, accepted in writing by the County, approved as-builts have been received, and is ready for final payment.

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.

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.

Information (Pre-Bid) Conference – A meeting held by the Purchasing Division with potential Bidders, prior to the opening of the solicitation, for the purpose of answering questions, clarifying ambiguities, and responding to general issues in order to establish a common basis for understanding all of the requirements of the solicitation; may result in the issuance of an Addendum.

Material Breach – A substantial failure in the performance of the Contract, as to give the affected party the right to remedies available in the Contract.

Non-prejudicial Delay - Any delay impacting a portion of the Work within the available total Float or Slack Time and not necessarily preventing completion of the Work within the Contract Time.

Notice of Award - The written notice to the Successful Bidder stating Award has been approved by the Board of County Commissioners; or by the Purchasing Official in accordance with Chapter 2-26 of the Manatee County Code.

Notice of Intent to Award - The written notice to the apparent Successful Bidder stating Award has been recommended with final Award to be authorized by the Purchasing Official or Board of County Commissioners, as appropriate.

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.

Payment Bond – An instrument, issued by a Surety that guarantees that Subcontractors will be paid for labor expended on the Contract.

Performance Bond – An instrument executed subsequent to Award by the successful Contractor that protects the County from loss due to Contractor's inability to complete the Contract as agreed.

Preconstruction Conference - Prior to starting the Work, a meeting scheduled by County 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 time 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 Manatee County who is assigned to the project or any part thereof.



Punch List – A list of minor deficiencies or additional Work that does not prohibit achieving Substantial Completion yet must be completed before Final Completion of the Contract can be achieved.

Retainage – A certain percentage, identified in the solicitation document, is withheld from payment due to the Contractor until the Work is fully completed and accepted by County.

Schedule of Values – In the case of a total, lump sum Bid, unit prices shall be established for this Contract by the submission of a Schedule of Values. In the case of an itemized Bid, unit prices are the prices bid. The Contractor shall submit a Schedule of Values within ten (10) days of Notice to Proceed date. The schedule shall include quantities and prices of items equaling the Total Offer and will subdivide the Work into components in sufficient detail to serve as the 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.

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.

Special Provisions: As required to define Work or procedures not covered in the standard Specifications, and as necessary to supplement or modify items in the standard Specifications.

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 County.

Substantial Completion - The stage in the progress of the Work (or a specified portion thereof) is sufficiently complete in accordance with the Contract Documents so the Work (or a specified portion thereof) can be utilized for the intended purpose.

Successful Bidder - The lowest, responsible and responsive Bidder to whom an Award is made.

Supplier - A manufacturer, fabricator, Supplier, distributor, material man or vendor.

Surety – A pledge or guarantee by an insurance company, bank, individual or corporation on behalf of the Bidder which protects against default or failure of the principal to satisfy the contractual obligations.

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 Contract 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 itself may not change the Contract Price or 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.

Written Amendment - A Written Amendment of the Contract Documents, signed by County and Contractor on or after the Effective Date of the Contract and normally dealing with the non-engineering or non-technical rather than strictly Work related aspects of the Contract Documents.

## **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 accordance with the remainder of the 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 Contract. 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 its 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 Contract 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 Manatee County.

Should a conflict exist within the Contract Documents, the precedence in order of authority is as follows: 1) Bid Summary, 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 in the Contract Documents. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard Specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of 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 Written Amendment
  - 3.3.2 A Change Order
  - 3.3.3 An Administrative Contract Adjustment (ACA)
  - 3.3.4 A Work Directive Change
- 3.4 In addition, the requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized in one or more of the following ways:
- 3.4.1 Contract Contingency Work – Field Directive
  - 3.4.2 Engineer's approval of a Shop Drawing or sample

#### **ARTICLE 4. CONTRACTOR'S RESPONSIBILITIES**

- 4.1 Contractor shall keep on the Work at all times during its progress a competent resident superintendent; who shall be the Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.
- 4.2 Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract

Documents. Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours and Contractor will not permit overtime Work or the performance of Work on Saturday, Sunday or legal holiday without County's written consent given after prior notice to Engineer (at least seventy-two (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.
- 4.9.4 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 Bid, but submitted after the Effective Date of the Contract, 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 or Slack Time in the construction schedule. In the event that substitute materials or equipment not included as part of the Bid, but proposed after the Effective Date of the Contract, are accepted and are less costly than the originally specified materials or equipment, then the net difference in cost shall be credited to the County and an appropriate Change Order executed.
- 4.11.1 If a specific means, method, sequence, technique or 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 County for the charges of Engineer and Engineer's consultants for evaluating each proposed substitute submitted after the Effective Date of the Contract and all costs resulting from any delays in the Work while the substitute was undergoing review.
- 4.12 The Contractor shall furnish, free of charge, all labor, stakes, surveys, batter boards for structures, grade lines and other materials and supplies and shall set construction stakes and batter boards for establishing lines, position of structures, slopes and other controlling points necessary for the proper prosecution of the construction Work. Where rights-of-way, easements, property lines or any other conditions which make the lay-out of the project or parts of the project critical are involved, the Contractor will employ a competent surveyor who is registered in the State of Florida for lay-out and staking. These stakes and marks shall constitute the field control by and in accord with which the Contractor shall govern and execute the Work. The Contractor will be held responsible for the preservation of all stakes, marks and if for any reason any of the stakes or marks or batter boards become destroyed or disturbed, they will be immediately and accurately replaced by the Contractor.
- 4.13 The Contractor has, by careful examination, satisfied himself as to the nature and location of the Work and all other matters which can in any way affect the Work under this Contract, including, but not limited to details pertaining to boring, as shown on the drawings, are not guaranteed to be more than a general indication of the materials likely to be found adjacent to holes bored at the site of the Work, approximately at the locations indicated. The Contractor shall examine boring data, where available, and make his own interpretation of the subsoil investigations and other preliminary data, and shall base his Bid on his own opinion of the conditions likely to be encountered. In no event shall an extension of time be considered for any conditions that existed at the time of bidding, nor shall the Contractor receive extra compensation for completion of the project as intended by the drawings and in keeping with the Contract documents. No verbal agreement or conversation with any officer, agent or employee of the 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. COUNTY'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 after the Work has been accepted by the County. Payment shall be made no more than twenty (20) business days if County is its own Engineer of Record or twenty-five (25) business days if outside agent approval is required after the pay estimate has been approved by the agent for 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 Contract 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 County 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 twenty-one (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 the 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 Contract; 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, and 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 and indirect 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 (3) 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 County, 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 or removed and all direct, indirect and consequential costs of such removal and replacement will be paid by Contractor.

**ARTICLE 10. SUSPENSION OR TERMINATION OF WORK**

- 10.1 County reserves the right to suspend the Work, or any portion thereof, at any time without cause for a period not to exceed 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.
- 10.1.1 If Work is suspended by County for a period that exceeds ninety (90) days; or if Work is suspended by an order of court or other public authority; or if County fails to pay Contractor, then Contractor may, upon seven (7) days written notice to County, terminate the Contract and recover payment for all Work executed.
- 10.1.2 In lieu of terminating the Contract, if the Engineer has failed to act on any Application for 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 have been received.
- 10.2 County reserves the right, after giving seven (7) days written notice, to terminate this Contract if:
- 10.2.1 Contractor persistently fails to perform the Work in accordance with the Contract Documents;
- 10.2.2 Contractor disregards laws or regulations of any public body having jurisdiction;
- 10.2.3 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 bankruptcy or insolvency;
- 10.2.4 Contractor has a petition filed against them under any chapter of the Bankruptcy Code or similar relief under any other federal or state law;
- 10.3 County may 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 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 County may deem expedient.
- 10.3.1 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.

- 10.3.2 If the direct, indirect and consequential costs of completing the Work exceed the unpaid balance of the Contract Price, Contractor shall pay the difference to County. 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 this Contract.
- 10.4 In the event sufficient budgeted funds are not available for a new fiscal year, County shall notify Contractor of such occurrence and Contract shall terminate on the last day of the current fiscal year without penalty or expense to County.
- 10.5 Failure of Contractor to comply with any of the provisions of this Contract shall be considered a Material Breach of Contract and shall be cause for immediate termination of Contract at the discretion of County.
- 10.6 In addition to all other legal remedies available to County, County reserves the right to terminate and obtain from another source, any commodities or services which have not been delivered within the Contract Time as stated in the Contract Documents.

#### **ARTICLE 11. CONTRACT CLAIMS & DISPUTES**

- 11.1 Except as otherwise provided herein, any dispute arising under this Contract shall be decided by the Purchasing Official in accordance with Section 2-26-63 of the Manatee County Code subject to an administrative hearing process provided in 2-26-64. The decision of the Board of County Commissioners in accordance with Section 2-26-64 of the Manatee County Code shall be the final and conclusive County decision subject to exclusive judicial review in the circuit court by a petition for certiorari.

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

- 12.1 The Resident Project Representative is the Engineer's Agent, who will act as directed by and under the supervision of the Engineer, and who will confer with County regarding his actions. Resident Project Representative's dealing in matters pertaining to the on-site Work shall, in general, be only with the County 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 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 and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.
- 12.2.3 Serve as County's liaison with Contractor, working principally through Contractor's superintendent and assist him in understanding the intent of the Contract Documents. As requested by Contractor, 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 Engineer of their availability for examination.
- 12.2.5 Advise 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.
- 12.2.6 Conduct on-site observations of the Work in progress to assist 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 whenever he or she 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 Contractor 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.
- 12.2.10 Transmit to Contractor, Engineer's clarifications and interpretations of the Contract Documents.

- 12.2.11 Consider and evaluate Contractor's suggestions or modifications in drawings or Contract Documents and report them with recommendations to County.
- 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, 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.
- 12.2.14 Record names, addresses and telephone numbers of all Contractors, Subcontractors and major Suppliers of materials and equipment.
- 12.2.15 Furnish 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 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 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 for his review prior to final acceptance of the Work.
- 12.2.20 Before 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 and/or Engineer and Contractor and prepare a Punch List of items to be completed or corrected. Reference Florida Statutes § 218.735(7).
- 12.2.22 Verify that all items on final list have been completed or corrected and make recommendations to County concerning acceptance.
- 12.3 Except upon written instructions of 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 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 employs apprentices, he shall be governed and comply with the provisions of Fla.Stat. § 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 E**