

**INVITATION FOR BID
IFB # 14-0684-OV
Southeast Water Reclamation Facility (SEWRF)
Dedicated Reject Line
Manatee County, FL (Project No.:6083680)**

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

NON-MANDATORY INFORMATION CONFERENCE

In order to ensure that all prospective Bidders have sufficient information and understanding of County's needs, an Information Conference will be held at: **11:00 AM on March 5, 2014** at the **Public Works Compound: 1022 26th Avenue East, Bradenton, FL 34208 Conference Room "A"**. Attendance is not mandatory, but is highly encouraged.

DEADLINE FOR CLARIFICATION REQUESTS: **5:00 PM on March 17, 2014**
(Reference Bid Article A.05)

TIME AND DATE DUE: **3:45 PM on March 26, 2014**

FOR INFORMATION CONTACT:
Olga Valcich, CPPB, Contract Specialist
(941) 749-3055, Fax (941) 749-3034
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Manatee County Financial Management Department
Purchasing Division

AUTHORIZED FOR RELEASE: 

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SECTION A
INFORMATION TO BIDDERS

A.01 OPENING LOCATION

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

Any Bids received after the stated time and date will not be considered. It shall be the sole responsibility of the Bidder to have their Bid delivered to the Manatee County Purchasing Division for receipt on or before the stated time and date. Bidder shall be solely and strictly responsible for its timely delivery to the Purchasing Division. Bids delayed by mail, courier, or Bids delayed for any other reason, shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the Bidder's request and expense.

A.02 SEALED & MARKED

Bids shall be submitted in **triplicate, one original (marked Original) and two (2) copies (marked Copy)** of your **signed Bid** shall be submitted in one **sealed** package, clearly marked on the outside **"Sealed Bid #14-0684-OV, Southeast Water Reclamation Facility (SEWRF) Dedicated Reject Line, Manatee County, FL (Project No.:6083680)"** along with your company name. For your convenience, a mailing label is provided with this Invitation for Bid package. Or, you may address the package as follows:

Address package to: Manatee County Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, Florida 34205
Sealed Bid # _____, Title _____

All blank spaces must be filled in as noted with amounts extended and totaled and no changes shall be made in the wording of the forms or in the items mentioned therein. In the event a change is made in your submittal, the Bidder shall write its initials by the change. Any Bid may be rejected which contains any omissions, alterations, irregularities of any kind, or which shall in any manner fail to conform to Bid requirements.

A Bid made by an individual, either in his/her own or proper person or under a trade or firm name, shall be executed under the individual's signature. If made by a partnership, the Bid shall be executed by two or more of the general partners. If made by a corporation, the Bid shall be executed by its President or other legally authorized corporate officer or agent.

A.03 SECURING OF DOCUMENTS

Invitation for Bids (IFB) and related documents are available on <http://www.mymanatee.org/purchasing> for download in a portable document format (.PDF) file by clicking on "Bids and Proposals" from the Purchasing Division's web page. You may view and print these files using Adobe Reader software. If necessary, you may download a free copy of Adobe Reader from the link provided on the "Bids and Proposals" page.

Additionally, Manatee County collaborates with the Manatee Chamber of Commerce by emailing solicitation opportunities to its members.

Manatee County may also use DemandStar to distribute Bids. On the DemandStar web site, <http://www.DemandStar.com>, click on the tab titled "My DemandStar" for more information regarding this service. Participation in the DemandStar system is not a requirement for doing business with Manatee County.

Complete copies of the IFB and all related documents are available for public inspection at the Manatee County Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205, or by calling (941) 749-3014. Appointments are encouraged. Documents are available between the hours of 9:00 AM and 4:00 PM Monday through Friday, with the exception of holidays. A complete set of the IFB documents must be used in preparing Bids. County assumes no responsibility for errors and misinterpretations resulting from the use of incomplete sets of Bid Documents.

A.04 MODIFICATION OF IFB DOCUMENTS

If a Bidder wishes to recommend changes to the IFB documents, the Bidder shall furnish, in writing, data and information necessary to aid County in evaluating the request to modify the Specifications. County is not obligated to make any changes to the IFB documents. Unless an Addendum is issued, the IFB documents shall remain unaltered. **Bidders must fully comply with the IFB documents in their entirety.**

A.05 DEADLINE FOR CLARIFICATION REQUESTS

5:00 PM on March 17, 2014 shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this Invitation for Bid to the Manatee County Purchasing Division.

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

A.06 CLARIFICATION & ADDENDA

Each Bidder shall examine all Invitation for Bid Documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to this Invitation for Bid 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 can be given.

If any Addenda are issued to this Invitation for Bid, County will post the documents on the Purchasing Division's web page, which can be accessed at <http://www.myanatee.org/purchasing>, and then by clicking on "Bids and Proposals". If the original solicitation was broadcast via DemandStar, the addenda will also be broadcast on the DemandStar distribution system to "Planholders" on this web service.

It shall be the **responsibility of each Bidder, prior to submitting their Bid**, to contact the Manatee County Purchasing Division (see contact information on the cover page) to **determine if any Addenda were issued** and to make such Addenda a part of their Bid.

A.07 LOBBYING

After the issuance of any Invitation for Bid prospective Bidders, or any agent, representative or person acting at the request of such Bidder shall not contact, communicate with or discuss any matter relating in any way to the Invitation for Bid with any officer, agent or employee of Manatee County other than the Purchasing Official or as directed in the Invitation for Bid, pursuant to the Manatee County Code. This prohibition includes the act of carbon copying officers, agents or employees of Manatee County on all correspondence, including email correspondence. This requirement begins with the issuance of an Invitation for Bid, and ends upon execution of Contract or when the invitation has been cancelled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Code.

A.08 UNBALANCED BIDDING PROHIBITED

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 County such variation does not appear to be justified, given Bid requirements and industry and market conditions, the Bid will be presumed to be unbalanced. Examples of unbalanced Bids will include:

- a. Bids showing omissions, alterations of form, additions not specified, or required conditional or unauthorized alternate Bids.

A.08 UNBALANCED BIDDING PROHIBITED (Continued)

- b. Bids quoting prices that substantially deviate, either higher or lower, from those included in the Bids of competitive Bidders for the same line item unit costs.
- c. Bids where the unit costs offered are in excess of or below reasonable cost analysis values.

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

A.09 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 Bidders within the same portion of the Project schedule, will be presumed to be front end loaded. Front end loaded Bids could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the Bidder to complete the Work or otherwise creating an appearance of an undercapitalized Bidder.

In the event County determines that a Bid is presumed to be front end loaded, it will request the opportunity to, and reserves the right to, review all source quotes, bids, price lists, letters of intent, etc., which the Bidder obtained and upon which the Bidder relied upon to develop the pricing or acquisition timing for these Bid items. County reserves the right to reject as non-responsive any presumptive front end loaded Bids where the Bidder is unable to demonstrate the validity and/or necessity of the front end loaded costs.

A.10 WITHDRAWAL OF OFFERS

Bidders may withdraw offers as follows:

- a. Mistakes discovered before the opening of a solicitation may be withdrawn by written notice from the Bidder submitting the Bid. This request must be received in the office designated for receipt of Bids in the solicitation document prior to the time set for delivery and opening of the Bids. A copy of the request shall be retained and the unopened Bid returned to that Bidder; or
- b. After the responses to a solicitation are opened or a selection has been determined, but before a Contract is signed, a Bidder alleging a material mistake of fact may be permitted to withdraw their Bid if:

A.10 WITHDRAWAL OF OFFERS (Continued)

1. the mistake is clearly evident in the solicitation document; or
2. Bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. Request to withdraw a Bid must be in writing and approved by the Purchasing Official.

A.11 IRREVOCABLE OFFER

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

A.12 BID EXPENSES

All expenses for making Bids to County are to be borne by the Bidder.

A.13 RESERVED RIGHTS

County reserves the right to accept or reject any and/or all Bids, to waive irregularities and technicalities, and to request resubmission. Also, County reserves the right to accept all or any part of the Bid and to increase or decrease quantities to meet additional or reduced requirements of County. Any sole response received by the first submission date may or may not be rejected by County depending on available competition and current needs of County. For all items combined, the Bid of the lowest, responsive, responsible Bidder will be accepted, unless all Bids are rejected.

The lowest, responsible Bidder shall mean that Bidder who makes the lowest Bid to sell goods and/or services of a quality which meets or exceeds the quality of goods and/or services set forth in the IFB documents or otherwise required by County, and who is fit and capable to perform the Bid as made.

To be responsive, a Bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the Invitation for Bid.

To be a responsible Bidder, the Bidder shall have the capability in all respects to perform fully the Bid requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

Also, County reserves the right to make such investigation as it deems necessary to determine the ability of any Bidder to furnish the service requested. Information County deems necessary to make this determination shall be provided by the Bidder. Such information may include, but shall not be limited to current financial statements, verification of availability of equipment and personnel, and past performance records.

A.14 APPLICABLE LAWS

Bidder must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting Contract. Any involvement with the Manatee County Purchasing Division shall be in accordance with the Manatee County Purchasing Ordinance as amended.

A.15 COLLUSION

By submitting a Bid to this Invitation for Bid, the Bidder certifies that it has not divulged, discussed or compared its Bid with any other Bidder, and has not colluded with any other Bidder or parties to this Bid whatsoever. Also, Bidder certifies, and in the case of a joint Bid each party thereto certifies as to their own organization, that in connection with this Bid:

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

A.16 CODE OF ETHICS

With respect to this Bid, if any Bidder violates, directly or indirectly, the ethics provisions of the Manatee County Purchasing Ordinance and/or Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such Bidder will be disqualified from eligibility to perform the Work described in this Invitation for Bid, and may also be disqualified from furnishing future goods or services to, and from submitting any future Bids to supply goods or services to, Manatee County.

A.16 CODE OF ETHICS (Continued)

By submitting a Bid, the Bidder represents to County that all statements made and materials submitted are truthful, with no relevant facts withheld. If a Bidder is determined to have been untruthful in their Bid or any related presentation, such Bidder will be disqualified from eligibility to perform the Work described in this Invitation for Bid, and may also be disqualified from furnishing future goods or services to, and from submitting any future Bids to supply goods or services to, Manatee County.

A.17 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

A person or affiliate who has been placed on the State's convicted vendor list following a conviction for a public entity crime, as that term is defined in Florida Statute § 287.133, may not submit a Bid to provide any goods or services to a public entity; may not submit a Bid with a public entity for the construction or repair of a public building or public work; may not submit Bids on leases of real property to a public entity; may not be awarded or perform Work as a Contractor, Supplier, Subcontractor, or Consultant under a Contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes § 287.017 for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted list.

In addition, the Manatee County Code prohibits the Award of any resulting Contract to any person or entity who/which has, within the past five (5) years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the Purchasing Official, establishes reasonable grounds to believe the person or business entity will not conduct business in a responsible matter.

To ensure compliance with the foregoing, the Code requires all persons or entities desiring to contract with County to execute and file with the Purchasing Official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with County. In the case of a business entity other than a partnership or a corporation, such affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, such affidavit shall be executed by the general partner(s). A Public Contracting and Environmental Crimes Certification form is included (reference Form B of this document) for this purpose.

A.18 BID FORMS

Bids must be submitted on attached provided forms, although additional pages may be attached. **Bidders must fully complete all pages of the Bid Forms. Bid Forms must be executed by an authorized signatory who has the legal authority to make the Bid and bind the company. Bidders must fully comply with all requirements of this IFB in its entirety.** Failure to comply shall result in default of the resulting Contract, whereupon, the defaulting Contractor shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by County.

A.19 LEGAL NAME

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

When Bidder is a partnership, the Bid Form shall be signed in the name of the firm and by all partners required under the terms of the partnership agreement. When a corporation is a Bidder, the authorized corporate officers shall sign.

Bidders who are corporations or limited partnerships shall provide a certified copy of their permit to transact business in the State of Florida, preferably along with the Bid Form, or within forty-eight (48) hours after request by County.

When submitting a Bid as a joint venture, it must have filed paper documents with the Division of Profession's Construction Industry Licensing Board prior to submitting a Bid.

A.20 DISCOUNTS

Any and all discounts must be incorporated in the prices contained in the Bid and not shown separately. The prices as shown on the Bid Form shall be the prices used in determining Award.

A.21 TAXES

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

A.22 DESCRIPTIVE INFORMATION

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

A.23 AMERICANS WITH DISABILITIES ACT

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

A.24 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

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, County hereby notifies all prospective Bidders 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 Bid Award.

A.25 MBE/DBE

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

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

A.26 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 Bids shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

A.27 DISCLOSURE

Upon receipt, all inquiries and responses to inquiries related to this Invitation for Bid become "Public Records", and shall be subject to public disclosure consistent with Florida Statutes, Chapter 119.

Bids become subject to disclosure thirty (30) days after the opening or if a Notice of Intent to Award decision is made earlier than this time as provided by Florida Statutes § 119.071(1)(b). No announcement or review of the Bid shall be conducted at the public opening.

Based on the above, County will receive Bids at the time and date stated, and will make public at the opening the names of the business entities of all that submitted a Bid and any amount presented as a total offer without any verification of the mathematics or the completeness of the Bid.

A.27 DISCLOSURE (Continued)

If County rejects all Bids and concurrently notices its intent to reissue the solicitation, the rejected Bids are exempt from public disclosure until such time as County provides notice of an intended decision concerning the reissued solicitation or until County withdraws the reissued solicitation. A Bid is not exempt for longer than twelve (12) months after the initial notice rejecting all Bids.

Pursuant to Florida Statutes 119.0701, to the extent Successful Bidder is performing services on behalf of County, Successful Bidder must:

- a. Keep and maintain public records that ordinarily and necessarily would be required by County in order to perform the service;
- b. Provide the public with access to public records on the same terms and conditions that County would provide and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and;
- d. Meet all requirements for retaining public records and transfer, at no cost, to County all public records in possession of Successful Bidder upon termination of the awarded Contract and/or PO and destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to County in a format that is compatible with County's information technology systems.

A.28 LOCAL PREFERENCE

- a. Local business is defined as a business legally authorized to engage in the sale of the goods and/or services to be procured, and which certifies within its Bid that for at least six (6) months prior to the announcement of the solicitation of Bids it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one full-time employee at that location.
- b. Local preference shall not apply to the following categories of Contracts:
 1. Purchases or Contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;

A.28 LOCAL PREFERENCE (Continued)

2. Any Bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the County Commission or County Administrator, or where such suspension is, in the opinion of the County Attorney, required by law.
- c. To qualify for local preference under this section, **a local business must certify to County** by completing an **“Affidavit as to Local Business Form”**, which is available for download at www.mymanatee.org/vendor. Click on “Affidavit for Local Business” to access and print the form. Complete, notarize, and mail the notarized original to the following address: Manatee County Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.

It is the responsibility of the Bidder to ensure accuracy of the Affidavit as to Local Business and notify County of any changes affecting same. Bidder attests that it:

1. Has not within the five (5) years prior to the Bid announcement admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law, or a law or administrative regulation regarding fraud;
2. Is not currently subject to an unresolved citation or notice of violation of any Manatee County Code provision, except citations or notices which are the subject of a current legal appeal, as of the date of the Bid announcement;
3. Is not delinquent in the payment of any fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, except any such sums which are the subject of a current legal appeal.

A.29 VENDOR REGISTRATION

All vendors are encouraged to register with Manatee County using the on-line “Vendor Registration” web page on www.mymanatee.org/purchasing.

Your cooperation in registering your business with Manatee County will enhance our opportunities to identify sources for goods and services, plus identify local businesses. This information is used for soliciting quotations up to \$250,000.00 and for competitive solicitations of larger purchases.

You will note that Manatee County collaborates with the Manatee Chamber of Commerce (www.manateechamber.com) by emailing solicitation opportunities to its members.

Our staff can assist you with your registration as needed. Our office hours are 8:00 A.M. to 5:00 P.M., Monday through Friday on regular business days. Please call (941) 749-3014 if you wish to have a Purchasing staff member assist you.

A.29 VENDOR REGISTRATION (Continued)

Quick steps to registration: **www.mymanatee.org/purchasing**

A link to Vendor Registration is listed on the Purchasing Division's web page under "Register as a Vendor".

Click on "Vendor Registration Form" for on-line input.

Thank you for reviewing this information and considering registering your business with Manatee County. Registration is not mandatory; however, by taking the time to register, you are helping County to provide timely notifications of Quotation, Bid and Proposal opportunities to your business.

A.30 ePAYABLES

Manatee County and Clerk of the Circuit Court have partnered to offer the ePayables program, which allows payments to be made to vendors via credit cards. The Clerk will issue a unique credit card number to each vendor; the card has a zero balance until payments have been authorized.

After goods are delivered or services rendered, vendors submit invoices to the remit to address on the purchase order according to the current process. When payments are authorized, an email notification is sent to the vendor. The email notification includes the invoice number(s), invoice date(s), and amount of payment. Once the vendor receives the email, the credit card has been authorized to be charged for the amount listed in the email. When the vendor charges the full amount authorized in the email, the card will return to a zero balance until the next payment is authorized.

There is no cost for vendors to participate in this program; however, there may be a charge by the company that processes your credit card transactions.

If you are interested in participating in this program, please complete Form D, ePayables Application and return the completed form via email to Ms. Lori Bryan, Supervisor at lori.bryan@manateeclerk.com.

NOTE: ANY OR ALL STATEMENTS CONTAINED IN THE FOLLOWING SECTIONS: MINIMUM QUALIFICATIONS & BASIS OF AWARD, GENERAL TERMS AND CONDITIONS, OR SPECIFICATIONS, WHICH VARY FROM THE INFORMATION TO BIDDERS, SHALL HAVE PRECEDENCE.

END OF SECTION A

SECTION B
BID SUMMARY

B.01 THE WORK

The Work included in this Bid consists of the construction of approximately 1,910 linear feet of 24-inch ductile iron pipe by open cut construction, fittings, manual and motor operated valves, and other appurtenances at the Southeast Water Reclamation Facility located at 3331 Lena Road, Bradenton, FL 34206.

The Successful Bidder shall furnish all Shop Drawings, working drawings, labor, materials, equipment, tools, services and incidentals necessary to complete all Work required by these Specifications.

The successful Bidder shall perform the Work complete, in place and ready for continuous service and shall include any repairs, replacements, and/or restoration required as a result of damages caused prior to acceptance by County.

The Successful Bidder shall furnish and install all materials, equipment and labor which is reasonably and properly inferable and necessary for the proper completion of the Work, whether specifically indicated in the Bid Documents or not.

B.02 EXAMINATION OF BID DOCUMENTS AND SITE(S)

It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Bid Documents thoroughly; (b) visit the site(s) to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the Work; (c) consider federal, state, and local codes, laws, and regulations that may affect costs, progress, performance, or furnishing of the Work; (d) study and carefully correlate Bidder's observations with the Bid Documents; and (e) notify County of all conflicts, errors, or discrepancies in the Bid Documents.

Each Bidder may, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions at or contiguous to the site(s) or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine his Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Bid Documents. County will provide each Bidder access to the site(s) to conduct such explorations and tests.

B.02 EXAMINATION OF BID DOCUMENTS AND SITE(s) (Continued)

Bidder shall fill all holes, clean up and restore the site(s) to its former condition upon completion of such explorations. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by Contractor in performing the Work are identified in the Bid Documents.

All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by County unless otherwise provided in the Bid Documents.

Inspection of the site(s) is a **requirement** to be considered for Award of this Bid. Prior to submitting a Bid, each Bidder shall examine the site(s) and all conditions thereon fully familiarizing themselves with the full scope of the Project. Failure to become familiar with site conditions will in no way relieve the Successful Bidder from the necessity of furnishing any materials or performing any Work that is required to complete the Project in accordance with the plans and Specifications. Bidder shall acknowledge inspection of the Project site(s) on his/her signed, submitted Bid Form.

END OF SECTION B

SECTION C
BASIS OF AWARD & MINIMUM QUALIFICATIONS

C.01 BASIS OF AWARD

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

Two schedules for completion of Work shall be considered. Each Bid for completion by the specified stated time shall be offered as a separate "total offer". County has the sole authority to select the Bid based on the completion time which is in the best interest of County. Only one Award shall be made.

NOTE: Inspection of the site is a pre-requisite to be considered for Award of this Bid.

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

Whenever two or more Bids are equal with respect to price, the Bid received from a local business shall be given preference in Award. Whenever two or more Bids which are equal with respect to price are received, and neither of these Bids are from a local business, the Award shall be determined by a chance drawing, coin toss, or similar tie-breaking method conducted by the Purchasing Division and open to the public.

C.02 MINIMUM QUALIFICATIONS OF BIDDERS

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

END OF SECTION C

SECTION D
GENERAL TERMS & CONDITIONS

D.01 CONTRACT FORMS

The Contract resulting from the acceptance of a Bid shall be in the form of the Contract stated in this Bid (reference Section F of this document).

A written notice confirming Award or recommendation thereof will be forwarded to the Successful Bidder accompanied by the required number of unsigned counterparts of the Contract. Within ten (10) days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Contract with any other required documents to County. (Note: Contract must be approved in accordance with Chapter 2-26 of the Manatee County Code, and the Administrative Standards and Procedures Manual approved by the County Administrator).

D.02 ASSIGNMENT OF CONTRACT

Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the resulting 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 County. The giving of such consent to a particular Subcontractor assignment shall not dispense with the necessity of such consent to any further or other assignment.

D.03 COMPLETION OF WORK

The Work will be completed and ready for final inspection within the specified calendar days from the date the Contract Time commences to run. Two Bids shall be considered, **Bid "A"** based on **120 calendar days** and **Bid "B"** based on **180 calendar days**. County has the sole authority to select the Bid based on the completion time which is in the best interest of County. **Only one Award shall be made.**

D.04 LIQUIDATED DAMAGES

If the Contractor refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will hinder its completion within the time specified, County may seek damages. The actual damages for delay will be impossible to determine and in lieu thereof, the Contractor shall pay to County the sum of **\$1,742.00** as fixed, agreed, and liquidated damages for each calendar day of the delay until the Work is finally accepted by County and the Contractor and his Surety shall be liable for the amount thereof.

D.05 PAYMENT

Contractor may apply for partial payment on monthly estimates, based on the amount of the Work done or completed in compliance with the provisions of the resulting Contract. Contractor shall submit an application, on a standard pay application form provided or approved by 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.

D.05 PAYMENT (Continued)

County will then review said estimate and make any necessary revisions so that the estimate can receive approval for payment. If the Contractor and County do not agree on the approximate estimate of the proportionate value of the Work done for any pay period, the determination of County will be binding. The amount of said estimate after deducting any required Retainage and all previous payments shall be due and payable to the Contractor, twenty (20) business days if County is its own Engineer of Record (EOR) or twenty-five (25) business days if outside agent approval is required after the pay estimate has been approved by the agent for County.

In accordance with the Prompt Payment Act, Florida Statutes § 218.735(7), a Punch List shall be formulated.

Time allowed for development of Punch List:

- a. Awarded Contracts with an estimated cost of less than \$10 million will be within thirty (30) calendar days after reaching Substantial Completion.
- b. Awarded Contracts with a cost of \$10 million dollars or more will be within thirty (30) calendar days OR if extended by Contract, up to sixty (60) calendar days after reaching Substantial Completion.

The Final Completion date of the resulting Contract must be at least thirty (30) days after delivery of the list of items. If the list is not provided to the awarded Contractor by the agreed upon date, the Contract completion time must be extended by the number of days County exceeds the delivery date.

It is the Contractor's responsibility for the care of the materials. Any damage to or loss of said materials is the full responsibility of the Contractor. Any periodical pay estimate signed by the Contractor shall be final as to the Contractor for any or all Work covered by the periodical pay estimate.

Any requests for payment of materials stored on site must be accompanied with a paid receipt. The Contractor warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to County at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter referred to as "Liens").

The Contractor agrees to furnish an affidavit stating that all laborers, material men, and Subcontractors have been paid on the Project for Work covered by the Application for Payment and that a partial or complete release of lien, as may be necessary, be properly executed by the material men, laborers, Subcontractors on the Project for Work covered by the Application for Payment, sufficient to secure County from any claim whatsoever arising out of the aforesaid Work. When the Contractor has completed the Work in compliance with the terms of the Contract Documents, he shall notify County in writing that the Project is ready for final inspection.

D.05 PAYMENT (Continued)

County will then advise the Contractor as to the arrangements for final inspection and what Work, if any, is required to prepare the Project or a portion thereof for final inspection. When County determines the Project or portion thereof is ready for final inspection, County shall perform same. Upon completion of final inspection, County will notify Contractor of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies. When all such errors have been corrected, a final re-inspection will be made.

The process will be repeated until, in the opinion of County, the Project has been completed in compliance with the terms of the Contract Documents.

When final acceptance has been made by County, County will make final payment of the resulting Contract amount, plus all approved additions, less approved deductions and previous payments made. The resulting 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 County. The Contractor's responsibility shall then terminate except as otherwise stated.

D.06 CONTRACT CONTINGENCY WORK

This Bid item entails a monetary allowance which is used at County's discretion to handle unexpected conditions as required to satisfactorily complete the Project in accordance with the plans and Specifications. A Field Directive must be issued by an authorized County Representative to authorize use of Contract Contingency funds.

The percentage for Contract Contingency is listed on the Bid Form. Vendor shall enter the amount for Contract Contingency based on the percentage of their Total Base Bid. The total Contract Award will include the Contract Contingency funds.

Appropriate uses of Contract Contingency funds include increases to existing Bid item quantities that do not change the initial Scope of Work, which may be directed by staff; modification items not originally bid which were unforeseen yet necessary during the construction to provide a safe, complete Project and that do not change the initial Scope of Work; and unanticipated conflicts and/or design changes required during construction which are necessary to provide a safe, complete Project and that do not change the initial Scope of Work.

Inappropriate uses of Contract Contingency funds include anything that changes the initial Scope of Work, including the Contract Price and Contract Time, and adding Bid items not previously contemplated that change the initial Scope of Work.

D.07 RETAINAGE

A Retainage of 10% of the total Work in place shall be withheld until 50% complete. After 50% completion, the Retainage shall be reduced to 5% of the total Work in place until Final Completion and acceptance of the Work by County. Upon final acceptance, the remaining Retainage shall be included in the final payment.

D.08 PROGRESS REQUIREMENTS

All Work done under the resulting Contract shall be done with a minimum of inconvenience to the private property owners in the area. The Contractor shall coordinate his Work with private property owners such that existing utility services are maintained and they have access to their property at all times.

D.09 WARRANTY AND GUARANTEE PROVISIONS

All Work, materials, and equipment furnished as defined herein shall be guaranteed and warranted by the Contractor for a minimum period of three (3) years, unless otherwise specified, from final acceptance by County to be free from defects due either to faulty materials or equipment or faulty workmanship.

All materials, equipment, and workmanship furnished and installed by the Contractor is warranted and guaranteed by the Contractor to meet the required standards and to accomplish the purposes and functions of the Project as defined, detailed, and specified herein.

County shall, following discovery thereof, promptly give written notice to the Contractor of faulty materials, equipment, or workmanship within the period of the guarantee and the Contractor shall promptly replace any part of the faulty equipment, material, or workmanship at his own cost. These warranty and guarantee provisions create no limitations on County as to any claims or actions for breach of guaranty or breach of warranty that County might have against parties other than the Contractor, and do not constitute exclusive remedies of County against the Contractor.

D.10 MATERIALS AND WORKMANSHIP

All materials and apparatus required for this Work, except as specified otherwise, shall be new, of first class quality, and shall be furnished, delivered, connected and finished in every detail. Construction shall be prescribed by good industry practice and in accordance with manufacturer's recommendations for the type being installed.

Use skilled workman trained and experienced in the necessary trades and who are completely familiar with the specified requirements and the methods needed for proper performance of the Work of this section.

D.11 PROJECT CLOSE-OUT

Clean construction site and remove any and all excess materials. Correct any damages to property that may have occurred as a result of installation and/or delivery. Repair and patch all surfaces cut for installation. The Contractor shall remedy any deficiencies promptly should County determine any Work is incomplete or defective.

D.11 PROJECT CLOSE-OUT (Continued)

When County determines the Work is acceptable in accordance with this Invitation for Bid, the Contractor shall provide the close out submittals, including but not necessarily limited to the following:

- 1 set Certificate of Warranties
- 1 set Manufacturer's Product Literature (when applicable)
- 1 set Project Record Drawings
- 1 set Subcontractor Information (when applicable)

D.12 ROYALTIES AND PATENTS

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

D.13 AUTHORIZED PRODUCT REPRESENTATION

The Bidder, by virtue of submitting the name and Specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. Failure to perform accordingly may, in County's sole discretion, be deemed a Material Breach of the resulting Contract, and shall constitute grounds for County's immediate termination of the resulting Contract.

D.14 REGULATIONS

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

D.15 CANCELLATION

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

D.16 INDEMNIFICATION

The Contractor covenants and agrees to indemnify and save harmless 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 Contract 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 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 resulting Award, Contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of County as set forth in Florida Statutes § 768.28.

D.17 SUBCONTRACTORS, SUPPLIERS AND OTHERS

The identity of Subcontractors, Suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment) may be requested by County for each Bid item from any of the Bidders; and the Bidder shall respond within five (5) days after the date of such request. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, persons or organization if requested by County. If County, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, County may, before the Notice of Intent to Award is given, request the apparent Successful Bidder to submit an acceptable substitute without an increase in Contract Price or Contract Time.

If apparent Successful Bidder declines to make any such substitution, County may Award the resulting Contract to the next lowest qualified Bidder that proposes to use acceptable Subcontractors, Suppliers, and other persons who County does not make written objection to. Contractor shall not be required to employ any Subcontractor, Supplier, other person or organization who Contractor has reasonable objection to.

Subcontractors shall be bound by the terms and conditions of the resulting Contract insofar as it applies to their work, but this shall not relieve the prime Contractor from the full responsibility to County for the proper completion of all Work to be executed under the resulting Contract.

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

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

D.18 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 technician manual must also be provided. Parts lists (manuals) must include OEM part numbers for items not manufactured by the Contractor. Contractor shall furnish two (2) copies of each.

D.19 INSURANCE

The Contractor will not commence Work under the resulting Contract until all insurance under this section and such insurance coverage as might be required by County has been obtained. The Contractor shall obtain, and submit to the Purchasing Division within ten (10) calendar days from the date of Notice of Intent to Award, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

a. **Workers' Compensation/Employers' Liability**

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

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

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

b. **Commercial General Liability**

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

General Aggregate:	
Products/Completed Operations Aggregate	<u>\$2,000,000</u>
Personal and Advertising Injury	<u>\$1,000,000</u>
Each Occurrence	<u>\$1,000,000</u>
Fire Damage (Any One Fire)	<u>\$Nil</u>
Medical Expense (Any One Person)	<u>\$Nil</u>

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.

D.19 INSURANCE (Continued)

c. Business Auto Policy

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

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 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).

e. Installation Floater

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

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 Bid 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 County on 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 Subcontractors; 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.

D.19 INSURANCE (Continued)

h. By way of its submission of a Bid hereto, Bidder:

1. Represents that Bidder 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
2. Agrees that, insurance should not be cancelled without thirty (30) days notice to County and must be endorsed to provide same. Failure of Bidder 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
IFB# 14-0684-OV, Southeast Water Reclamation Facility (SEWRF)
Dedicated Reject Line, Manatee County, FL (Project No.:6083680)**
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**

D.20 BID BOND/CERTIFIED CHECK

By submitting a Bid to this Invitation for Bid, the Bidder agrees should the Bidder's Bid be accepted, **to execute the form of Contract and present the same to Manatee County for approval within ten (10) calendar days after Notice of Intent to Award.** The Bidder 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 sealed Bid in the amount of five (5%) percent of the total amount of the Bid. The Bidder further agrees that in case the Bidder fails to enter into a Contract, as prescribed by Manatee County, the Bid Bond/certified check accompanying the Bid shall be forfeited to Manatee County as agreed liquidated damages. If County enters into a Contract with a Bidder, or if County rejects any and/or all Bids, accompanying bond will be promptly returned.

D.21 PERFORMANCE AND PAYMENT BONDS

The Successful Bidder shall furnish Surety bonds using the Public Construction Bond form prescribed in Florida Statutes § 255.05, which is provided herein, as security for faithful performance of the Contract awarded as a result of this Bid and for the payment of all persons performing labor and/or furnishing material in connection therewith. Failure to provide the required bonds on the prescribed form may result in Successful Bidder being deemed nonresponsive. Bonds must be in the form prescribed in Florida Statutes § 255.05, and must not contain notice, demand or other terms and conditions, including informal pre-claim meetings, not provided for in Florida Statutes § 255.05.

Surety of such bonds shall be in an amount equal to 100% of the Contract Award issued by a duly authorized and nationally recognized Surety company, authorized to do business in the State of Florida, satisfactory to this County. Surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York, 10038. The attorney-in-fact who signs the bonds must file with the bonds, a certificate and effective dated copy of power-of-attorney. Performance and Payment Bonds shall be issued to Manatee County, a political subdivision of the State of Florida, within ten (10) calendar days after Notice of Intent to Award.

In addition, pursuant to Florida Statutes § 255.05(1)(b), prior to commencing Work, the Contractor shall be responsible and bear all costs associated to record the Performance and Payment Bond with the Manatee County Clerk of the Circuit Court. A certified copy of said recording shall be furnished to the Purchasing Division upon filing. Pursuant to Florida Statutes § 255.05(1)(b), County will make no payment to the Contractor until the Contractor has complied with this paragraph.

Furnishing Performance and Payment Bonds shall be requisite to execution of a Contract with County. Said Performance and Payment Bonds will remain in force for the duration of the Contract with the premiums paid by the Contractor. Failure of the Successful Bidder to execute such Contract and to supply the required bonds shall be just cause for cancellation of the Award. County may then contract with another acceptable Bidder or re-advertise this Invitation for Bid. If another Bidder is accepted, and notice given within ninety (90) days after the opening of the Bids, this acceptance shall bind the Bidder as though they were originally the Successful Bidder.

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

When activity occurs within the resulting Contract that increases the amount of the Contract by either an approved Administrative Contract Adjustment (ACA) or an approved Change Order, a recorded Bond Rider shall be provided before the additional Work can proceed. All premiums shall be paid by the Contractor.

D.22 NO DAMAGES FOR DELAY

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

D.23 NO INTEREST

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

D.24 CONSTRUCTION OF CONTRACT

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

D.25 BE GREEN

All Contractors 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.

END OF SECTION D

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

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

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

ARTICLE 1. WORK

CONTRACTOR shall furnish all labor, materials, supplies, and other items required to complete the Work for **IFB#14-0684-OV, Southeast Water Reclamation Facility (SEWRF), Dedicated Reject Line, Manatee County, FL (Project No.:6083680)** in strict accordance with Contract Documents and any duly authorized subsequent Addenda thereto, all of which are made a part hereof.

ARTICLE 2. COMPENSATION

As compensation to CONTRACTOR, COUNTY shall pay and CONTRACTOR will accept as full consideration for the performance of all Work required by **IFB#14-0684-OV, Southeast Water Reclamation Facility (SEWRF), Dedicated Reject Line, Manatee County, FL (Project No.:6083680)**, subject to additions and deductions as provided therein, the sum of **\$insert Award amount including contingency dollars** for Bid "**insert A or B**" based on a completion time of **insert days** calendar days.

ARTICLE 3. LIQUIDATED DAMAGES

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

extensions of time granted pursuant to approved Change Orders), CONTRACTOR shall pay to COUNTY, as liquidated damages (and not as a penalty), the sum of \$1,724.00 per calendar day for each day beyond insert days days until CONTRACTOR achieves Final Completion. COUNTY shall have the option of withholding said liquidated damages from any pay application(s) thereafter submitted by CONTRACTOR. Alternatively, CONTRACTOR shall immediately pay said sums to COUNTY upon COUNTY'S demand for same.

ARTICLE 4. ENGINEER

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

All communications involving this Project will be addressed to: Mr. Kent Bontrager, Project Engineer li and to the Engineer of Record, Mr. David A. O'Connor, PE, Cardno TBE. All invoicing will be addressed to the attention of: Mr. Kent Bontrager, Project Engineer li (address noted below) with invoice copies sent to Mr. David A. O'Connor, PE, Cardno TBE (address noted below).

Manatee County Public Works Dept.
IFB#14-0684-OV
Attn: Mr. Kent Bontrager, PE
Project Engineer li
1022 26th Avenue East
Bradenton, FL 34208
Phone: (941) 708-7450, Ext. 7331

Cardno TBE
Attn: Mr. David A. O'Connor, PE
Project Manager
380 Park Place Blvd, Ste 300
Clearwater, FL 33759
Phone: (727) 531-3505

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

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

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

- 5.1 CONTRACTOR has familiarized itself with the nature and extent of the Bid Documents, Work, site, locality and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 5.2 CONTRACTOR has studied carefully all drawings of the physical conditions upon which CONTRACTOR is entitled to rely.
- 5.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies which pertain to the physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Bid Documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.
- 5.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Bid Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. Any additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities conducted by CONTRACTOR will be done at CONTRACTOR'S expense.

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

ARTICLE 6. CONTRACT DOCUMENTS

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

- 6.1 This CONTRACT and Bid Document **IFB#14-0684-OV**
- 6.2 Invitation for Bid #14-0684-OV, in its entirety
- 6.3 Public Construction Bond Form and Insurance Certificate(s)
- 6.4 Drawings/Plans (not attached)
- 6.5 Addendum number insert Addendum # to insert Addendum # inclusive
- 6.6 CONTRACTOR'S Bid Form
- 6.7 Reports
- 6.8 The following, which may be delivered or issued after the Effective Date of the CONTRACT and are not attached hereto: all written Change Orders and other documents amending, modifying, or supplementing the Contract Documents.

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

ARTICLE 7. DISPUTE RESOLUTION

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

ARTICLE 8. NO WAIVER

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

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

ARTICLE 9. NO THIRD-PARTY BENEFICIARIES

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

ARTICLE 10. GOVERNING LAW, JURISDICTION AND VENUE

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

ARTICLE 11. FORCE MAJEURE

Neither party shall be considered in default of performance of such obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, hurricane, or other disruptive event of nature, act of terrorism, explosion, lack of or failure of transportation or bridge/roadway facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Article, is beyond the control and without the fault or negligence of the party seeking relief under this Article.

ARTICLE 12. MISCELLANEOUS

- 12.1 Terms used in this CONTRACT are defined in Article 1 of Section E, General Conditions.
- 12.2 No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignee from any duty or responsibility under the Contract Documents.
- 12.3 COUNTY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.
- 12.4 By accepting Award of this CONTRACT, CONTRACTOR, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of duties or services required hereunder.

CONTRACT
IFB #14-0684-OV

IN WITNESS WHEREOF, the parties hereto have caused this **CONTRACT IFB#14-0684-OV** to be duly executed by their authorized representatives.

CONTRACTOR

By: _____

Print Name & Title of Signer

Date: _____

COUNTY OF MANATEE, FLORIDA

By: _____
Melissa M. Wendel, CPPO
Purchasing Official

Date: _____

**MANATEE COUNTY GOVERNMENT
PUBLIC CONSTRUCTION BOND**

Bond No. _____
(Enter bond number)

BY THIS BOND, We _____, located at _____, as
(Name of Contractor) (Address)
Principal and _____, a corporation, whose address is
(Name of Surety)

are bound to Manatee County, a political subdivision of the State of Florida, herein called County, in the sum of \$ _____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

WHEREAS, the Contractor has entered into Contract No. _____ with the County for the project titled _____, with conditions and provisions as are further described in the aforementioned Contract, which Contract is by reference made a part hereof for the purposes of explaining this bond.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs Contract No. _____, between Principal and County for construction of _____, the Contract being made a part of this bond by reference, at
(Title of Project)

the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract; and

3. Pays County all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract; and

4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the Contract documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

DATED ON _____.

CONTRACTOR AS PRINCIPAL

SURETY

Company Name

Company Name

Signature

Signature

Print Name & Title

Print Name & Title

(Corporate Seal)

(Corporate Seal)

AGENT or BROKER

Company Name

Address

Telephone

Licensed Florida Insurance Agent? **Yes** **No**

License #: _____

State of: _____

County of: _____

City of: _____

BID FORM
(Submit in triplicate)

For: #14-0684-OV, Southeast Water Reclamation Facility (SEWRF), Dedicated Reject Line, Manatee County, FL (Project No.:6083680)

Total Offer (Bid "A"): _____
Based on a completion time of 120 calendar days
Total Offer (Bid "B"): _____
Based on a completion time of 180 calendar days

Two schedules for completion of the Work shall be considered. Each Bid for completion by the specified stated time shall be offered as a separate "total offer". County has the sole authority to select the Bid based on the completion time which is in the best interest of County. Only one Award shall be made.

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

We understand that the Invitation for Bid package, in its entirety, including but not limited to, all Specifications, terms, and conditions shall be made a part of any resulting Contract between Manatee County and the Successful Bidder. Failure to comply shall result in Contract default, whereupon, the defaulting Contractor shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by County, and agrees to forfeit his/her Bid Bond.

Communications concerning this Bid shall be addressed as follows: **(Complete all fields)**

Bidder's Name: _____

Mailing Address: _____

Telephone: () _____ Fax: () _____

Email Address: _____

I, _____ **attest that I have read, understand, and agree to the Local Preference policy of Manatee County.**

I, _____ **on [date(s)] _____ attest that I have visited the Project site(s) to familiarize myself with the full Scope of Work required for the Bid.**

Acknowledge Addendum No.____ Dated: _____ Acknowledge Addendum No.____ Dated: _____

Acknowledge Addendum No.____ Dated: _____ Acknowledge Addendum No.____ Dated: _____

Acknowledge Addendum No.____ Dated: _____ Acknowledge Addendum No.____ Dated: _____

Authorized Signature(s): _____

Name and Title of Above Signer(s): _____

Date: _____

BID FORM
(Submit in Triplicate)

IFB#14-0684-OV

**SOUTHWEST WATER RECLAMATION FACILITY (SEWRF) DEDICATED REJECT LINE,
MANATEE COUNTY, FL (PROJECT NO.:6083680)
IFB #14-0684-OV**

BID "A" Based on Completion time of 120 Calendar Days

ITEM #	DESCRIPTION	U/M	QTY.	BID PRICE PER UNIT	TOTAL BID PRICE
1.0	Mobilization and Demobilization	LS	1	\$	\$
2.0	WATER MAIN				
2.1	Furnish & Install 24-Inch Ductile Iron Pipe with Manufactured Restrained Joints	LF	1910	\$	\$
2.2	Furnish & Install Ductile Iron Fittings	TONS	10.1	\$	\$
2.3	Furnish & Install 24-Inch Plug Valve Assembly Complete	EA	4	\$	\$
2.4	Furnish & Install Connection to Existing Reclaim/Reject Line Complete (Easterly)	LS	1	\$	\$
2.5	Furnish & Install Connection Reclaim/Reject Line Complete (Westerly)	LS	1	\$	\$
2.6	Electrical / SCADA	LS	1	\$	\$
3.0	MISCELLANEOUS				
3.1	Miscellaneous Concrete	CY	50	\$	\$
3.2	Unsuitable Material Removal	CY	100	\$	\$
3.3	Additional Select Fill Material	CY	100	\$	\$
	TOTAL BASE BID				\$
4.0	CONTRACT CONTINGENCY	%	10		\$
	TOTAL CONTRACT AWARD - SOUTHWEST WATER RECLAMATION FACILITY (SEWRF) DEDICATED REJECT LINE (Bid "A" Based On Completion Time of 120 Calendar Days)				\$

Bidder: _____

Authorized
Signature: _____

Bid "A"

Bid Form - 2
SEWRF Reclaim.
Dedicated Reject Line
(120 Calendar Days)

BID FORM
(Submit in Triplicate)

IFB#14-0684-OV

**SOUTHWEST WATER RECLAMATION FACILITY (SEWRF) DEDICATED REJECT LINE,
MANATEE COUNTY, FL (PROJECT NO.:6083680)
IFB #14-0684-OV**

BID "B" Based on Completion time of 180 Calendar Days

ITEM #	DESCRIPTION	U/M	QTY.	BID PRICE PER UNIT	TOTAL BID PRICE
1.0	Mobilization and Demobilization	LS	1	\$	\$
2.0	WATER MAIN				
2.1	Furnish & Install 24-Inch Ductile Iron Pipe with Manufactured Restrained Joints	LF	1910	\$	\$
2.2	Furnish & Install Ductile Iron Fittings	TONS	10.1	\$	\$
2.3	Furnish & Install 24-Inch Plug Valve Assembly Complete	EA	4	\$	\$
2.4	Furnish & Install Connection to Existing Reclaim/Reject Line Complete (Easterly)	LS	1	\$	\$
2.5	Furnish & Install Connection Reclaim/Reject Line Complete (Westerly)	LS	1	\$	\$
2.6	Electrical / SCADA	LS	1	\$	\$
3.0	MISCELLANEOUS				
3.1	Miscellaneous Concrete	CY	50	\$	\$
3.2	Unsuitable Material Removal	CY	100	\$	\$
3.3	Additional Select Fill Material	CY	100	\$	\$
	TOTAL BASE BID				\$
4.0	CONTRACT CONTINGENCY	%	10		\$
	TOTAL CONTRACT AWARD - SOUTHWEST WATER RECLAMATION FACILITY (SEWRF) DEDICATED REJECT LINE (Bid "B" Based On Completion Time of 180 Calendar Days)				\$

Bidder: _____

Authorized
Signature: _____

Bid "B"

Bid Form - 3
SEWRF Reclaim.
Dedicated Reject Line
(180 Calendar Days)

MAILING LABEL

Cut along the outside border and affix this label to your sealed Bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the Bid and the Bid due date and time where requested.

MAILING LABEL TO AFFIX TO OUTSIDE OF SEALED BID PACKAGE:

SEALED BID - DO NOT OPEN

CONTRACTOR: _____

SEALED BID NO: IFB#14-0684-OV

**BID TITLE: Southeast Water Reclamation Facility (SEWRF),
Dedicated Reject Line, Manatee County, FL (Project No.:6083680)**

DUE DATE/TIME: _____ @ _____

FORM A
CONTRACTOR'S QUESTIONNAIRE
(Submit in Triplicate)

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

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID

1. Contact Information:

License #: _____

License Issued to: _____

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

Company Name: _____

Physical Address: _____

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

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

Email address: _____

2. Bidding as: an individual ___; a partnership ___; a corporation ___; a joint venture ___

3. If a partnership, list names and addresses of partners; if a corporation, list names of officers, directors, shareholders, and state of incorporation; if joint venture, list names and address of ventures' and the same if any venture are a corporation for each such corporation, partnership, or joint venture:

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

For how many years? _____

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

Is this firm in bankruptcy? _____

BIDDER: _____

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

8. Have you ever been assessed liquidated damages under a Contract during the past five (5) years? If so, state when, where (contact name, address and phone number) and why.

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

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

BIDDER: _____

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

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

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

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

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

Surety's Name: _____

Address: _____

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

Agent's Name: _____

Address: _____

Phone: _____

Email: _____

BIDDER: _____

FORM B
PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO ARTICLE V,
MANATEE COUNTY PURCHASING ORDINANCE

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 Contract, or shall receive a grant of County monies unless such person or entity has submitted a written certification to 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 County's Purchasing Official, 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 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.

(Continued)

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction shall prove the same with documentation satisfactory to County's Purchasing Official. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with 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 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 _____, 2014 by _____

Personally known _____ OR Produced identification _____
[Type of identification]

Notary Public Signature My commission expires _____

[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.

**FORM C
SWORN STATEMENT
THE FLORIDA TRENCH SAFETY ACT**

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

1. This Sworn Statement is submitted with IFB No. #14-0684-OV
2. This Sworn Statement is submitted by _____ whose business address is _____ and, if applicable, its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of _____ the individual signing this sworn statement _____.
3. Name of individual signing this Sworn Statement is: _____, Whose relationship to the above entity is: _____.
4. The Trench Safety Standards that will be in effect during the construction of this Project shall include, but are not limited to: Laws of Florida, Chapters 90-96, TRENCH SAFETY ACT, and OSHA RULES AND REGULATIONS 29 CFR 1926.650 Subpart P, effective October 1, 1990.
5. The undersigned assures that the entity will comply with the applicable Trench Safety Standards and agrees to indemnify and hold harmless County and Engineer, and any of their agents or employees from any claims arising from the failure to comply with said standard.
6. The undersigned has appropriated the following costs for compliance with the applicable standards:

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

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

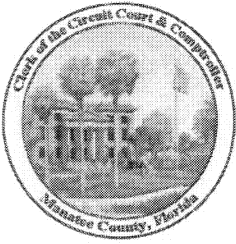
THE UNDERSIGNED, in submitting this Bid, represents that they have reviewed and considered all available geotechnical information and made such other investigations and tests as they may deem necessary to adequately design the trench safety system(s) to be utilized on this Project.

(AUTHORIZED SIGNATURE / TITLE)

SWORN to and subscribed before me this _____ day of _____, 2014.
(Impress official seal)

Notary Public, State of Florida: _____

My commission expires: _____



R. B. "Chips" Shore

CLERK OF THE CIRCUIT COURT AND COMPTROLLER OF MANATEE COUNTY

1115 Manatee Avenue West, Bradenton, Florida 34205 - Phone (941) 749-1800 - Fax (941) 741-4082
P.O. Box 25400, Bradenton, Florida 34206 - www.manateeclerk.com

E PAYABLES APPLICATION

Company name _____

Contact person _____

Phone number _____

Email Address _____

FINANCE USE ONLY

Open orders: YES or NO

PEID _____

CREATE DATE _____

CONFIRMED WITH _____
Name and phone number

IFAS _____

BANK _____

INITIALS _____

Return completed form to:
Via email to:
lori.bryan@manateeclerk.com
Via fax to: (941) 741-4011
Via mail:
PO Box 1000
Bradenton, Fl 34206

Revised: June 26, 2013

"Pride in Service with a Vision to the Future"

Clerk of the Circuit Court - Clerk of Board of County Commissioners - County Comptroller - Auditor and Recorder