



**MANATEE COUNTY GOVERNMENT
REQUEST FOR QUOTATION #13-2785-OV
Traffic Operations Division
Intelligent Transportation System for
Fiber Optic Repairs
Manatee County**

Date Issued: **October 21, 2013**

Date Due: **November 7, 2013 at 4:00 PM**

Clarification of Question Deadline: October 28, 2013 at 4:00 PM

Acceptable methods of receipt:

Email: olga.valcich@mymanatee.org

Fax: 941-749-3034

US Mail to: Manatee County Purchasing Division
1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205

Manatee County, a political subdivision of the State of Florida, (hereinafter "Manatee County" or the "County") will receive quotations 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.

DEADLINE FOR CLARIFICATION REQUESTS: October 24, 2013 at 4:00 PM

shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the Request for Quotation. All questions shall be directed to:

ATTENTION: OLGA VALCICH, MANATEE COUNTY PURCHASING

EMAIL: olga.valcich@mymanatee.org

PHONE: (941) 749-3055

FAX: (941) 749-3034

A handwritten signature in cursive script, appearing to read "Olga Valcich", is written over the contact information.



MANATEE COUNTY GOVERNMENT

Table of Contents

Information to Quoters	Pages 3 - 9
Basis of Award	Pages 10 - 12
General Terms and Conditions of the Contract	Pages 13 - 22
Technical Specifications	Pages 23 - 27
Quotation Form	Pages 28 – 29
(Quote Form Cont'd)	00300-1 - 3
The Florida Trench Safety Act	Page 30
Contractor's Questionnaire	Pages 31- 35
Public Contracting and Environmental Crimes	Pages 36 – 37
Statement of No Offer	Page 38
General Conditions (Definitions)	Pages 39 - 61
Manatee County Local Preference Law and Vendor Registration	Section 00150 - 1- 4
 FDOT Permit Notes	 Attachment "A"
 Plans: Interconnect 9 th Ave. W. US 41 / 14 th St. W (Sheet Nos.: IT-171, IT-173) (2 pages)	 Attachment "B"
 Plans: Interconnect US 41 / Tamiami Trail (Sheet No.: IT-218, IT-219) (2 pages)	 Attachment "C"
 Plans: Interconnect SR70 / 53 rd Ave. E. (Sheet No.: IT-277) (1 page)	 Attachment "D"
 Plans: Interconnect 26 th St W (Sheet No.: IT-161, IT-162) (2 pages)	 Attachment "E"

MANATEE COUNTY GOVERNMENT
REQUEST FOR QUOTATION #13-2785-OV
Traffic Operations Division
Intelligent Transportation System for
Fiber Optic Repairs, Manatee County

PURPOSE

The Traffic Operations Division, is seeking to procure the services of a qualified Contractor to provide the following services: directional bore, removal of damaged Fiber Optics Cable, furnishing and installing new HDPE Conduit, furnishing and installing new Fiber Optic Cable, splicing of all Fiber Optic Strands to return all systems to its **"original system as designed"** using design plans which are made a part of this Request for Quotation

- 9th Street West (Wares Creek), between 14th Street West and 22nd Street West
- US41, between 53rd Avenue West and 57th Avenue West
- SR 70, between I-75 South and North Ramps
- 26th Street West, between 57th Avenue and 53rd Avenue

These services only encompass the repair and installation of Traffic Operations Division's Advance Traffic Management System infrastructure and DOES NOT include that of the School Board OR Manatee County IT infrastructure.

QUANTITIES

The quantities shown are approximate in-place quantities and are given only as a basis for quoting upon which the award of the quote is to be made. The County does not assume any responsibility for the final quantities, nor shall the Contractor claim misunderstanding or discrepancies because of such estimate of quantities. Final payment will be made only for satisfactorily completed in-place and approved quantities.

QUOTE FORM DELIVERY REQUIREMENTS

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

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

SPECIFICATIONS

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

MANATEE COUNTY GOVERNMENT
REQUEST FOR QUOTATION #13-2785-OV
Traffic Operations Division
Intelligent Transportation System for
Fiber Optic Repairs, Manatee County

CLARIFICATION

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

COSTS INCURRED IN RESPONDING

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

DISCLOSURE

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

BE GREEN

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

TAXES

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

MATHEMATICAL ERRORS

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

MANATEE COUNTY GOVERNMENT
REQUEST FOR QUOTATION #13-2785-OV
Traffic Operations Division
Intelligent Transportation System for
Fiber Optic Repairs, Manatee County

ENCLOSURE

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

UNBALANCED BIDDING PROHIBITED (Applicable to unit based quotes only)

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

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

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

MANATEE COUNTY GOVERNMENT
REQUEST FOR QUOTATION #13-2785-OV
Traffic Operations Division
Intelligent Transportation System for
Fiber Optic Repairs, Manatee County

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

Prices offered for performance and/or acquisition activities to occur early in the project schedule, such as: mobilization, clearing and grubbing; or maintenance of traffic, that are substantially higher than pricing of competitive quoters within the same portion of the project schedule, will be presumed to be front end loaded. Front end loaded quotes could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the Contractor to complete the work or otherwise creating an appearance of an under-capitalized quoter.

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

RESERVED RIGHTS

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

To be responsive, a quoter shall submit a quote which conforms in all material respects to the requirements set forth in the Request for Quotation. To be a responsible quoter, the quoter shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

MANATEE COUNTY GOVERNMENT
REQUEST FOR QUOTATION #13-2785-OV
Traffic Operations Division
Intelligent Transportation System for
Fiber Optic Repairs, Manatee County

RESERVED RIGHTS (Continued)

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

APPLICABLE LAWS

Quoter must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting agreement. Any involvement with any Manatee County procurement shall be in accordance with Manatee County Purchasing Code of Laws, as amended. Any actual or prospective quoter who is aggrieved in connection with the solicitation or award of a contract may protest to the Board of County Commissioners of Manatee County as required in Section 2-26/61 of the Purchasing Code.

CODE OF ETHICS

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

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

MANATEE COUNTY GOVERNMENT
REQUEST FOR QUOTATION #13-2785-OV
Traffic Operations Division
Intelligent Transportation System for
Fiber Optic Repairs, Manatee County

COLLUSION

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

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

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Manatee County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and title 15, Part 8 of the Code of Federal Regulations, Manatee County hereby notifies all prospective quoters that they will affirmatively ensure minority business enterprises will be afforded full opportunity to participate in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award of contract.

**MANATEE COUNTY GOVERNMENT
REQUEST FOR QUOTATION #13-2785-OV
Traffic Operations Division
Intelligent Transportation System for
Fiber Optic Repairs, Manatee County**

E-Verification

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

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

CONTACT:

Contractor shall contact Aaron Burkett, Manatee County Traffic Operations Division Manager, Manatee County Public Works Department, 2904 12 Street Court East, Bradenton, FL 34208 (Phone: 941-708-7283) 48 hours prior to commencement of work upon and project completion.

END OF SECTION

MANATEE COUNTY GOVERNMENT
REQUEST FOR QUOTATION #13-2785-OV
Traffic Operations Division
Intelligent Transportation System for
Fiber Optic Repairs, Manatee County

BASIS OF AWARD

Award shall be to the responsive, responsible quoter meeting specifications and having the **lowest Grand Total** for the requirements listed on the Quote Form for the Work as set forth in this Request for Quotation. Quoted Prices shall include all costs for furnishing all labor, equipment and/or materials for the completion of the Work in accordance with and in the manner set forth and described in the Contract Documents.

Only one (1) award shall be made.

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

Whenever two or more bids which are equal with respect to price, quality and service are received, the award shall be determined by a chance drawing conducted by the Purchasing Office and open to the public.

SUBCONTRACTORS

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

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

MANATEE COUNTY GOVERNMENT
REQUEST FOR QUOTATION #13-2785-OV
Traffic Operations Division
Intelligent Transportation System for
Fiber Optic Repairs, Manatee County

QUALIFICATIONS OF Quoters

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

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

A copy of the Contractor's License shall be submitted with this quote.

Whenever two or more quotes which are equal with respect to price, quality and service are received, the award shall be determined by a chance drawing conducted by the Purchasing Office and open to the public.

INSPECTION OF SITE

Prior to submission of the Quote Form, each quoter shall examine the site and all conditions thereon and fully familiarizing themselves with the full scope of the project. Failure to become familiar with the site conditions will in no way relieve the successful quoter from the necessity of furnishing any materials or performing any work that is required to complete the project in accordance with the plans and specifications. Site visit shall be acknowledged on page 29 of the Quote Form.

MANATEE COUNTY GOVERNMENT
REQUEST FOR QUOTATION #13-2785-OV
Traffic Operations Division
Intelligent Transportation System for
Fiber Optic Repairs, Manatee County

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

END OF SECTION

MANATEE COUNTY GOVERNMENT
REQUEST FOR QUOTATION #13-2785-OV
Traffic Operations Division
Intelligent Transportation System for
Fiber Optic Repairs, Manatee County
GENERAL TERMS AND CONDITIONS OF THE CONTRACT

CONTRACT FORMS

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

ASSIGNMENT OF CONTRACT

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

LIQUIDATED DAMAGES

If the Contractor refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will hinder its completion within the time specified, the County may seek damages. The actual damages for delay will be impossible to determine and in lieu thereof, the contractor shall pay to the County the sum of **\$388.00** as fixed, agreed, and liquidated damages for each calendar day of the delay until the Work is finally accepted by the County and the Contractor and his Surety shall be liable for the amount thereof.

PAYMENT

In accordance with the Prompt Payment Act, Florida Statute 218.71, contractor may apply for partial payment on monthly estimated based on the amount of Work done or completed in compliance with the provisions of the Contract. Contractor shall submit an application, on a form provided or approved by the County, of an approximate estimate of the proportionate value of the Work done, items and locations of the Work performed up to and including the last day of the period then ending. The County will then review said estimate and make any necessary revisions so that the estimate can receive approval for payment. If the contractor and the County do not agree on the approximate estimate of the proportionate value of the Work done for any pay period, the determination of County will be binding. The amount of said estimate after deducting any required retainage and all previous payments shall be due and payable to the contractor within 20 days after the pay estimate has been approved by the County.

MANATEE COUNTY GOVERNMENT
REQUEST FOR QUOTATION #13-2785-OV
Traffic Operations Division
Intelligent Transportation System for
Fiber Optic Repairs, Manatee County

PAYMENT (Continued)

If Outside Agent approval is required, payment shall be due 25 business days after the pay estimate has been approved by the agent for the County.

It is the contractor's responsibility for the care of the materials. Any damage to or loss of said materials is the full responsibility of the contractor. Any Periodical Pay Estimate signed by the contractor shall be final for any or all work covered by the Periodical Pay Estimate. Any requests for payment of materials stored on site must be accompanied with a paid receipt.

The contractor warrants and guarantees that title to all work, materials and equipment covered by any application for payment, whether incorporated in the project or not, will pass to the County at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter referred to as "Liens").

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

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

MANATEE COUNTY GOVERNMENT
REQUEST FOR QUOTATION #13-2785-OV
Traffic Operations Division
Intelligent Transportation System for
Fiber Optic Repairs, Manatee County

PAYMENT (Continued)

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

RETAINAGE (For Contracts less than \$100,000.00)

A **retainage** of 2.5% of the total Work in place shall be withheld from payments until 75% of the Work has been completed. After 75% completion, this retainage shall be reduced to 1% of the total Work in place, plus such amount as the County may reasonably deem necessary to repair, replace, complete or correct any damaged, defective, incorrect or incomplete work.

(Contracts over \$100,000)

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 the County. Upon Final acceptance, the remaining retainage shall be included in the final payment.

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

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

PERFORMANCE AND PAYMENT BONDS

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

MANATEE COUNTY GOVERNMENT
REQUEST FOR QUOTATION #13-2785-OV
Traffic Operations Division
Intelligent Transportation System for
Fiber Optic Repairs, Manatee County

PERFORMANCE AND PAYMENT BONDS (Continued)

with the bonds a certificate and effective dated copy of power-of-attorney. (Reference Florida Statute 255.05)

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

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

WARRANTY AND GUARANTEE PROVISIONS

All work, materials, and equipment furnished as defined herein shall be guaranteed and warranted by the contractor to be free from defects due to faulty materials or equipment or faulty workmanship for minimum period of three (3) years from date of Final Acceptance by the County to be free from defects due either to faulty materials or equipment or faulty workmanship.

All materials, equipment, and workmanship furnished and installed by the contractor is warranted and guaranteed by the contractor to be such as to meet the required standards and to accomplish the purpose and function of the project as defined, detailed, and specified herein.

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

MANATEE COUNTY GOVERNMENT
REQUEST FOR QUOTATION #13-2785-OV
Traffic Operations Division
Intelligent Transportation System for
Fiber Optic Repairs, Manatee County

ROYALTIES AND PATENTS

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

AUTHORIZED PRODUCT REPRESENTATION

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

REGULATIONS

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

CANCELLATION

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

INDEMNIFICATION

The contractor covenants and agrees to **indemnify and save harmless** the County, its agents and employees, from and against all claims, suits, actions, damages, causes of action, or judgments arising out of the terms of the resulting agreement for any personal injury, loss of life, or damage to the property sustained as a result of the performance or non-performance of services or delivery of goods; from and against any orders, judgments, or decrees, which may be entered against the County, its agents or employees; and from and against all costs, attorney's fees, expenses and other liabilities incurred in the defense of any such claim, suit or action, and the investigation

MANATEE COUNTY GOVERNMENT
REQUEST FOR QUOTATION #13-2785-OV
Traffic Operations Division
Intelligent Transportation System for
Fiber Optic Repairs, Manatee County

INDEMNIFICATION(Continued)

thereof. Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of the County as set forth in Florida Statute Section 768.28.

MANUALS, SCHEMATICS, HANDBOOKS (If Applicable)

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

DISCRETIONARY WORK (If Applicable)

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

SCHEDULE OF VALUES

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

NO DAMAGES FOR DELAY

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

MANATEE COUNTY GOVERNMENT
REQUEST FOR QUOTATION #13-2785-OV
Traffic Operations Division
Intelligent Transportation System for
Fiber Optic Repairs, Manatee County

NO INTEREST

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

INSURANCE COVERAGE

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

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

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

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

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

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

MANATEE COUNTY GOVERNMENT
REQUEST FOR QUOTATION #13-2785-OV
Traffic Operations Division
Intelligent Transportation System for
Fiber Optic Repairs, Manatee County

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.

INSURANCE COVERAGE (Continued)

- c. Business Auto Policy
Each Occurrence Bodily Injury and Property
Damage Liability Combined \$ 300,000
Annual Aggregate (if applicable): \$1,000,000

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

- d. County's Protective Liability Coverage
The minimum OPC Policy limits per occurrence and, if subject to an aggregate, annual aggregate to be provided by the bidder shall be the same as the amounts shown above as the minimum per occurrence and general policy aggregate limits respectively required for the Commercial General Liability Coverage. The limits afforded by the OPC Policy and any excess policies shall apply only to the Owner and the Owner's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this contract.
- e. Property Insurance
If this Contract includes construction to above ground buildings or structures, contractor shall provide "**Builder's Risk**" insurance with the minimum amount of insurance to be 100% of the value of such addition (s), building (s), or structure (s).
- f. Installation Floater
If this contract does not include construction of or additions to above ground building or structures, **but does involve** the installation of machinery or equipment, contractor shall provide an "**Installation Floater**" with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).

MANATEE COUNTY GOVERNMENT
REQUEST FOR QUOTATION #13-2785-OV
Traffic Operations Division
Intelligent Transportation System for
Fiber Optic Repairs, Manatee County

- g. Certificates of Insurance and Copies of Policies
Certificates of Insurance in triplicate evidencing the insurance coverage specified herein shall be filed with the Purchasing Official before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the Quote number and the title of the project.
- h. Certificates of Insurance and Copies of Policies 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.
- i. **Complete Policies**
The entire and complete insurance policies required herein shall be provided to the County upon request.

If the initial insurance expires prior to the completion of operations and/or services by the Contractor, renewal certificates of insurance and required copies of policies shall be furnished by the Contractor and delivered to the Purchasing Official thirty (30) days prior to the date of expiration. Nothing herein shall in any manner create any liability of the County in connection with any claim against the Contractor for labor, services, or materials, or of Subcontractors; and nothing herein shall limit the liability of the Contractor or Contractor's sureties to the County or to any workers, suppliers, material men or employees in relation to this Contract.

MANATEE COUNTY GOVERNMENT
REQUEST FOR QUOTATION #13-2785-OV
Traffic Operations Division
Intelligent Transportation System for
Fiber Optic Repairs, Manatee County

j. 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
2. Certificate shall be mailed to:
Manatee County Purchasing
11112 Manatee Avenue West, 8th FL
Bradenton, FL 34205
Attn: Olga Valcich, CPPB, Contract Specialist
Email address: olga.valcich@mymanatee.org

By way of a Quote hereto, Quoter:

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, as set forth in this solicitation; and
2. Agrees that upon County's request, appropriate evidence of the insurance requirements set forth in this solicitation will be produced by Bidder within ten (10) calendar days from the date of Notice of Intent to Award.
3. 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 as called for herein shall constitute a material breach of Contract by the successful Bidder. Represents that

End of Section

MANATEE COUNTY GOVERNMENT
REQUEST FOR QUOTATION #13-2785-OV
Traffic Operations Division
Intelligent Transportation System for
Fiber Optic Repairs, Manatee County

TECHNICAL SPECIFICATIONS

THE WORK:

- Scope of Work includes the qualified Contractor to perform directional bore, the removal of damaged Fiber Optics Cable, furnishing and installing **new** HDPE Conduit, furnishing and installing **new** Fiber Optic Cable, splicing of all Fiber Optic Strands and returning all systems to its **“original design”** using the design plans which are made a part of this Request for Quotation.
- Work shall be performed on FDOT limited access Right-Of-Way (ROW) and non-limited access Right-Of Way.
- **Scope of Work :**
9th Avenue West (Warescreek) between 14th Street West and 22nd Street West and 21st Street West, Bradenton: Completely remove existing Fiber Optics Cable from splice point located east of 27th Street West to splice point located at 14th Street West. Remove damaged HDPE, Furnish and Install NEW HDPE Conduit from the nearest pull boxes on either side of the strike area marked as PN 291 and PN 292. Install new Fiber Optics Cable from previous splice points and splice all fibers to return to **“original design”**.

US 41 Northbound, between 53rd Avenue West and 55th Avenue West:
Completely remove Fiber Cable from the Conduit run that extends from 53rd Avenue West, south to 55th Avenue West. Install new Fiber for the entire run. Splice all connections at both ends and return to **“original design”**.

SR 70 West of the Interstate 75 Southbound (On Ramp) (Manatee County, FL:

Remove damaged 72 sms Fiber Optic Cable. Furnish and Install new HDPE conduit and 72 sms Fiber Optic Cable from junction box near traffic signal cabinet on SR70 @I-75 Southbound off ramp approximately 1400 ft east to the junction box located near traffic signal cabinet on SR70 @I-75 Northbound off ramp. Perform all fiber splices and install splice enclosures returning the network to its **“original design and operating condition”**.

MANATEE COUNTY GOVERNMENT
REQUEST FOR QUOTATION #13-2785-OV
Traffic Operations Division
Intelligent Transportation System for
Fiber Optic Repairs, Manatee County

- **Scope of Work (Continued)**

- 26th Street West Avenue, West Bradenton, FL:**

- Install new 36 count Fiber in HDPE Fiber Conduit (installed as part of the emergency repair to the School Board Fiber), from the nearest pull box containing a splice enclosure to the south of 57th Avenue West, to the nearest pull box to the north, which is located just past 55th Avenue West by Directional Bore. A 36 sms Fiber Optics will be run inside the newly installed HDPE at the same distance and allowing for 50 ft. of slack at either end. After installation of Cable, all 36 fibers shall be spliced together. This will result in the ATMS infrastructure being returned to the operational and undamaged condition prior to the fiber strike occurrence.

CONTRACTOR'S RESPONSIBILITY:

- The Contractor shall furnish and provide all labor, materials, equipment, machinery, installation equipment, tools vehicles, testing supplies, As Builts, Hardware, Operational Software packages, support personnel, shop drawings, documentation, travel, transportation, delivery, insurance, or any other incidental services that may be required for the completion of this project and to return all systems to its "**original design**" using the design plans which are made a part of this Request for Quotation. Contractor shall include pull boxes or splice boxes, all equipment, shipping and handling costs involved in the delivery to the required site. Contractor shall provide for trenching, backfilling, drilling, boring, testing and restoration materials necessary for a complete and accepted installation.
- Contractor shall notify FDOT 48 hours prior to commencement of any work on FDOT Right-Of-Way. Contact Person: Ed Giddens, Permits Manager, FDOT Phone No.: 941-359-7313.
- The Contractor shall be responsible for developing and implementing all Maintenance of Traffic (MOT) plans and devices ensuring that all FDOT MOT requirement for work performed on limited access ROW's are met. All MOTs shall be approved by the County and FDOT.
- The Contractor will be responsible for all survey work necessary to validate right-of-way for the project. The Contractor shall be responsible for preparing base mapping with correct right-of-way data included.
- The Contractor shall be responsible for the proper disposal of all broken boxes and excess unserviceable cabling removed from ROW and limited access ROWs. The Contractor shall provide a list to the County of all items removed, broken and disposed from ROW and limited access ROWs.

MANATEE COUNTY GOVERNMENT
REQUEST FOR QUOTATION #13-2785-OV
Traffic Operations Division
Intelligent Transportation System for
Fiber Optic Repairs, Manatee County

CONTRACTOR'S RESPONSIBILITY:

- The Contractor shall return to the County all serviceable Fiber Optic Cable and Pull Boxes from ROW and non-limited access ROWs.
- The Contractor shall assume responsibility for all work performed under this Quote request.
- All equipment and component parts that are to be furnished and utilized shall be new and unused, shall be FDOT approved and shall be installed in accordance with the latest edition of the FDOT Road and Bridge and Design Standards Index.
- The Contractor shall be aware of all existing utilities within the area and fully cooperate with all utility owners during construction and / or installation associated with this Quotation. The Contractor shall call Sunshine OneCall of Florida a minimum of 48 hours and a maximum of 96 hours before any excavation work is performed.
- All parts shall be of high quality workmanship and no part or attachment shall be applied contrary to the manufacturer's recommendations or standard practices.
- Contractor shall submit all material submittals to Manatee County for approval prior to installation.
- Locations of all bores and pull boxes are diagrammatic only and may be shifted by Manatee County Engineering to accommodate local conditions.
- FDOT Permit Notes are made a part of this Request for Quotation.
- No Change Orders shall be granted unless a design change is required by FDOT.
- Working Hours: All work shall be performed during regular working hours, Monday through Friday, between the hours of 7:00 am and 5:00 pm, excluding weekends and holidays.

Should weekend or holiday work hours be required, Contractor shall obtain prior permission in writing from the Project Manager.

MANATEE COUNTY GOVERNMENT
REQUEST FOR QUOTATION #13-2785-OV
Traffic Operations Division
Intelligent Transportation System for
Fiber Optic Repairs, Manatee County

CONTRACTOR'S RESPONSIBILITY:

- Upon completion of the project, Contractor shall notify Manatee County's representative. The County representative shall inspect the work completed, and if the work is satisfactory, sign the original Work Order.
- Contractor shall be responsible for any damages to property as a result of the work. Restoration and costs incurred as a result of any damages to property are the responsibility of the Contractor.
- The Contractor, at all times, shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work, he shall remove all waste and rubbish, tools, construction equipment and surplus materials from or about the project area.
- Any broken conduit will be abandoned in place.

EXAMINATION OF CONTRACT DOCUMENTS AND SITE

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

The accuracy of the existing utility locations shown on the plans is approximate and without express or implied warranty. Each Quoter may, at Quoter's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which Quoter deems necessary to determine his quote for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

MANATEE COUNTY GOVERNMENT
REQUEST FOR QUOTATION #13-2785-OV
Traffic Operations Division
Intelligent Transportation System for
Fiber Optic Repairs, Manatee County

EXAMINATION OF CONTRACT DOCUMENTS AND SITE (Continued)

County will provide each Quoter access to the site to conduct such explorations and tests. Quoter shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents.

PERMITS

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

END OF SECTION

REQUEST FOR QUOTATION #13-2785-OV – Quote Form
Traffic Operations Division
Intelligent Transportation System for
Fiber Optic Repairs, Manatee County

DATE DUE: November 5, 2013 at 4:00 PM

To: Manatee County Purchasing
1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205
Attention: Olga Valcich / **OR** Email: olga.valcich@mymanatee.org
OR Fax: 941-749-3034 / Phone No.: 941-749-3055

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

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

QUOTERS NOTE:

The estimates and pay items are derived from the Florida Department of Transportation's "Item Average Unit Cost and Basis of Estimates". These estimates only encompass the repair and installation of the Traffic Operations Division's ATMS infrastructure and not that of the School Board or Manatee County IT's infrastructure.

Communications concerning this Quote shall be addressed as follows:

Person's

Name: _____

Address: _____ Phone: _____

Date: _____ FLContractorLicense# _____

Quoter is a WBE/MBE Vendor _____ Certification _____

REQUEST FOR QUOTATION #13-2785-OV – Quote Form
Traffic Operations Division
Intelligent Transportation System for
Fiber Optic Repairs, Manatee County

COMPANY

NAME: _____

AUTHORIZED

SIGNATURE(S): _____

Name and Title of Above Signer(s)

COMPANY MAILING

ADDRESS: _____

STATE OF INCORPORATION _____ (if applicable)

TELEPHONE: () _____ FAX: () _____

EMAIL

ADDRESS: _____

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

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

QUOTE FORM						
RFQ # 13-2785-OV / Traffic Operations Division, Intelligent Transportation System for Fiber Optic Repairs, Manatee County, FL						
ITEM NO.	FDOT PAY ITEM NO.	DESCRIPTION	EST. QTY.	U/M	UNIT PRICE	EXTENDED PRICE
Description: 9th Avenue West (Warescreek) between 14th St W and 22nd St W and 21st St W, Bradenton: Completely remove existing Fiber Optics Cable from splice point located east of 27th St W to splice point located at 14th St West. Remove damaged HDPE, furnish and install NEW HDPE Conduit from the nearest pull boxes on either side of the strike area marked as PN 291 and PN 292. Install new Fiber Optics Cable from previous splice points and splice all fibers to return to "original design".						
IT Sheet # 171 & 173 / Splice Point Box # 291 / Splice Point Box # 295						
1	0633 1123	Fiber Optic Cable, Furnish & Install; UG 49-96	5,200	LF	\$	\$
2	0690 90	Fiber Optic Cable Removal	5,200	LF	\$	\$
3	0630 2 12	Conduit, Furnish and Install, Directional Bore	1,500	LF	\$	\$
4	0633 2 31	Fiber Optic Cable, Connection, Splice	144	EA	\$	\$
SUBTOTAL:						\$
Description: US 41 Northbound, between 53rd Avenue West and 55th Avenue West: Completely remove Fiber Cable from the Conduit run that extends from 53rd Avenue West, south 50 55th Avenue West. Install new Fiber for the entire run. Splice all connections at both ends and return to "original design".						
IT Sheet # 218 & 219/ Splice Point Box # 530/ Splice Point Box # 528						
5	0633 1123	Fiber Optic Cable, Furnish & Install; UG 49-96	1,850	LF	\$	\$
6	0690 90	Fiber Optic Cable Removal	1,850	LF	\$	\$
7	0630 2 12	Conduit, Furnish & Install Directional Bore	1,700	LF	\$	\$
8	0633 2 31	Fiber Optic Cable Connection, Splice	144	EA	\$	\$
SUBTOTAL:						\$

BIDDER: _____

AUTHORIZED SIGNATURE: _____

 00300-1
 RFQ #13-2785-OV
 ITS FOR FIBER OPTICS REPAIR

QUOTE FORM						
RFQ # 13-2785-OV / Traffic Operations Division, Intelligent Transportation System for Fiber Optic Repairs, Manatee County, FL						
ITEM NO.	FDOT PAY ITEM NO.	DESCRIPTION	EST. QTY.	U/M	UNIT PRICE	EXTENDED PRICE
Description: Remove damaged 72 sms Fiber Optic Cable. Furnish and install new HDPE conduit and 72 sms Fiber Optic Cable from junction box near traffic signal cabinet on SR70 @I-75 Southbound off ramp approximately 1400 ft east of the junction box located near traffic signal cabinet on SR70 @I-75 Northbound off ramp. Perform all fiber splices and install splice enclosures returning the network to its "original design and operating condition."						
IT Sheet # 277/ Splice Point Box # 59 / Splice Point Box # 60						
9	0633 1123	Fiber Optic Cable, Furnish & Install; UG 49-96	1,800	LF	\$	\$
10	0690 90	Fiber Optic Cable Removal	1,800	LF	\$	\$
11	0630 2 12	Conduit, Furnish & Install, Directional Bore	1,400	LF	\$	\$
12	0633 2 31	Fiber Optic Cable Connection, Splice	144	EA	\$	\$
SUBTOTAL:						\$
Description: 26th Street West Avenue, West Bradenton, FL: Install new 36 count Fiber in HDPE Fiber Conduit (installed as part of the emergency repair to the School Board Fiber), from the nearest pull box containing a splice enclosure to the south of 57th Avenue West, to the nearest pull box to the north, which is located just past 55th Avenue West by Directional Bore. A 36 sms Fiber Optics will be run inside the newly installed HDPE at the same distance and allowing for 50 ft. of slack at either end. After installation of Cable, all 36 fibers shall be spliced together. This will result in the ATMS infrastructure being returned to the operational and undamaged condition prior to the fiber strike occurrence.						
IT Sheet # 161 & 162 / Splice Point : Not Provided / Splice Point: Not Provided						
13	0633 1122	Fiber Optic Cable, Furnish & Install; UG 36-48	1,400	LF	\$	\$
14	0690 90	Fiber Optic Cable Removal	1,400	LF	\$	\$
15	0633 2 31	Fiber Optic Cable Connection, Splice	72	EA	\$	\$
SUBTOTAL:						\$

BIDDER: _____

AUTHORIZED SIGNATURE: _____

 00300-2
 RFQ #13-2785-OV
 ITS FOR FIBER OPTICS REPAIR

QUOTE FORM						
RFQ # 13-2785-OV / Traffic Operations Division, Intelligent Transportation System for Fiber Optic Repairs, Manatee County, FL						
ITEM NO.	FDOT PAY ITEM NO.	DESCRIPTION	EST. QTY.	U/M	UNIT PRICE	EXTENDED PRICE
16		Pricing shall include: Furnish and provide all labor, materials, equipment, machinery, installation equipment, tools, vehicles, testing supplies, As Builts, Hardware, Operational Software packages, support personnel, shop drawings, documentation, travel, transportation, delivery. Pricing shall also include pull boxes or splice boxes, all equipment, shipping and handling costs involved in the delivery to the required site. Pricing shall also include trenching, backfilling, drilling, boring, any testing necessary for a complete and accepted installation. Pricing shall also include mobilization, maintenance of traffic, insurance requirements and all incidentals required to successfully complete this project and returning the network to its original design and operating condition.	1	LS		\$
17		Miscellaneous Work, Clean up & Restoration	1	LS		\$
		SUBTOTAL				\$
		GRAND TOTAL:				\$
		No. of Calendar days to complete project. _____				

BIDDER: _____

AUTHORIZED SIGNATURE: _____

00300-3
RFQ #13-2785-OV
ITS FOR FIBER OPTICS REPAIR

SWORN STATEMENT / THE FLORIDA TRENCH SAFETY ACT

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

1. This Sworn Statement is submitted with RFQ No. #13-2785-OV
2. This Sworn Statement is submitted by _____
whose business address is _____
and, if applicable, its Federal Employer Identification Number (FEIN) is _____. If
the entity has no FEIN, include the Social Security Number of the individual signing this
sworn statement _____.
3. Name of individual signing this Sworn Statement is: _____,
Whose relationship to the above entity is: _____.
4. The Trench Safety Standards that will be in effect during the construction of this project shall
include, but are not limited to: Laws of Florida, Chapters 90-96, TRENCH SAFETY ACT,
and OSHA RULES AND REGULATIONS 29 CFR 1926.650 Subpart P, effective October 1,
1990.
5. The undersigned assures that the entity will comply with the applicable Trench Safety
Standards and agrees to indemnify and hold harmless the Owner and Engineer, and any of
their agents or employees from any claims arising from the failure to comply with said
standard.
6. The undersigned has appropriated the following costs for compliance with the applicable
standards:

Trench Safety Measure	Units of Measure	Unit		
Extended				
(Description)	(LF, SY)	Quantity	Unit Cost	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 _____, 2013
(impress official seal)

Notary Public, State of Florida
My commission expires: _____

CONTRACTOR'S QUESTIONNAIRE

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

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID.

1. LICENSE # and _____
COMPANY'S NAME _____

CO. PHYSICAL
ADDRESS: _____

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

EMAILADDRESS: _____

2. Quoting as an; individual ____ a partnership ____ a corporation; ____
a joint venture; ____

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

4. Your organization has been in business under this firm's name as a

_____ for how many years? _____.

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

6. Provide at least three (3) examples of similar projects which you have completed satisfactorily within the past two (2) years.

1. _____

2. _____

3. _____

7. Describe and give the date and owner of the last three government projects you've completed which are similar in cost, type, size, and nature as the one proposed (for a public entity). Include contact name and phone number:

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

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

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

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

1.

2.

3.

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

1.

2.

3.

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

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

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

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

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

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

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

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

Surety's Name: _____

Surety's Address: _____

Surety's Address: _____

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

Phone: (_____) _____

Email _____

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO ARTICLE 5, MANATEE COUNTY PURCHASING CODE

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

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

for _____ [print name of entity submitting sworn statement]

whose business address is: _____

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

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

- (1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
- (2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
- (3) been convicted of a violation of an environmental law that, in the sole opinion of the County's Purchasing Director, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
- (4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or
- (5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such an entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above

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

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

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

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

[Signature]

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me this _____ day of

_____, 20_____ by _____

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

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

STATEMENT OF NO OFFER

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

Acceptable methods of return:

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

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

MAIL TO:

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

We, the undersigned, have declined to quote on RFQ#13-2785-OV for the following reason(s):

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

REMARKS PLEASE PRINT

Company Name _____

Company Address _____

Telephone: _____

Date: _____

Signature: _____

Print or type name and title of above signer

GENERAL CONDITIONS
For Construction Quotations as a Stipulated Unit Cost Contract

ARTICLE 1. DEFINITIONS

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

Addendum - Written or graphic instruments issued prior to the opening of Bids which clarify or change the Bidding documents or the Contract documents.

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

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 Owner's sole and absolute judgment will under all circumstances best serve the public interest. Award shall be made in accordance with Manatee County Code of Laws.

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

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

Bidding Documents - Consists of the Invitation for 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 Agreement.

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

Change Order - A document recommended by the Project Representative which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract price or the Contract time, issued on or after the effective date of the Agreement.

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

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

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

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

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

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

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

Discretionary - Payment for all Work that shall be made only at the Owner's discretion in order to satisfactorily complete the project in accordance with the plans and specifications.

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 Bidding and Contract documents.

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

Excusable Delay - Any delay beyond the control and without the negligence of the Contractor, the Owner, or any other Contractor caused by events or circumstances such as, but not limited to, acts of God or of the public enemy, fires, floods, freight embargoes, acts of government other than Owner or

epidemics. Labor disputes and above average rainfall shall give rise only to excusable delays.

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

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.

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 Manatee County Code of Laws, Chapter 2-26, Manatee County Purchasing Ordinance.

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

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

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

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

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

Pre-operation Testing - All field inspections, installation checks, water tests, performance tests and necessary corrections required of Contractor to

demonstrate that individual components of the Work have been properly constructed and do operate in accordance with the Contract documents for their intended purposes.

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

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

Schedule of Values – Unit prices shall be established for this Contract by the submission of a schedule of values. The Contractor shall submit a schedule of values within ten (10) days of Notice to Proceed date. The schedule shall include quantities and prices of items equaling the Total Bid Price 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.

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

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

Substantial Completion - The Work (or a specified part thereof) has progressed to the point when, in the opinion of the Engineer as evidenced by Engineer's definitive certificate of substantial completion, it is sufficiently complete in

accordance with Contract documents so that the Work can be utilized for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due.

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

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

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

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

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

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

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

ARTICLE 2. PRELIMINARY MATTERS

Computation of Time: When time is referred to in the Contract documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or legal holiday, such day will be omitted from the computation.

- 2.1 The Contractor must submit a proposed schedule of the Work at the preconstruction conference. The purpose of this schedule is to enable the Owner to govern the Work, to protect the functions of the local government and its citizens and to aid in providing appropriate surveillance. The Owner shall have the right to reschedule Work provided such rescheduling is in accord with the remainder of terms of the Contract. The schedule shall show, as a minimum, the approximate dates on which each segment of the Work is expected to be started and finished, the proposed traffic flows during each month, the anticipated earnings by the Contractor for each month and the approximate number of crews and equipment to be used. The Owner, after necessary rescheduling and obtaining additional information for specific purposes, shall review and approve the schedule. The Contractor shall also forward to the Owner, as soon as practicable after the first day of each month, a summary report of the progress of the various parts of the Work under the Contract, in fabrication and in the field, stating the existing status, estimated time of completion and cause of delay, if any. Together with the summary report, the Contractor shall submit any necessary revisions to the original schedule for the Owner's review and approval. In addition, more detailed schedules may be required by the Owner for daily traffic control.
- 2.2 A Notice to Proceed may be given at any time within thirty (30) days after the effective date of the Agreement. The Contract time will commence at the time specified in such notice. Contractor shall start to perform the Work on the date specified in the Notice to Proceed, but no Work shall be done at the site prior to the date on which the Contract time commences to run.
- 2.3 If at any time the materials and appliances to be used appear to the Owner as insufficient or improper for securing the quality of Work required or the required rate of progress, the Owner may order the Contractor to increase his efficiency or to improve the character of his Work and the Contractor shall conform to such an order. The failure of the Owner to demand any increase of such efficiency or any improvement shall not release the Owner from his obligation to secure the quality of Work or the rate of progress necessary to complete the Work within the limits imposed by the Contract. The Owner may require the Contractor to remove from the Work such employees as the Owner deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the Work is deemed to be contrary to the Owner's interest.
- 2.4 The Owner reserves the right to let other Contracts in connection with this Work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and

execution of their Work, and promptly connect and coordinate the Work with theirs.

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

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

Should a conflict exist within the Contract documents, the precedence in ascending order of authority are as follows: 1) Standard Printed Contract Documents, 2) Special Conditions, 3) General Conditions, and 4) Drawings.

Note: Computed dimensions shall govern over scaled dimensions.

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

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

3.3.1 A Formal Written Amendment

3.3.2 A Change Order

3.3.3 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 Discretionary 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 Owner'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 Owner for any overtime work which may be authorized. Such additional engineering charges shall be a subsidiary obligation of Contractor and no extra payment shall be made by Owner on account of such overtime work. At Owner's option, overtime costs may be deducted from Contractor's monthly payment request or Contractor's retainage prior to release of final payment.

4.2.2 Security Background Screening – Palmetto High School:

The successful contractor, subcontractor(s), and all laborers shall also be required to present a valid driver's license and submit to a sexual offender's background screening. Should a match be identified, the person will be instructed to immediately leave the school grounds and will not be permitted to perform and work at the site location.

- 4.3 Unless otherwise specified, Contractor shall furnish and assume full responsibility for all bonds, insurance, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.
- 4.4 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract documents. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instruction of the applicable supplier except as otherwise provided in the Contract documents.
- 4.5 Contractor shall be fully responsible to Owner for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect Contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract documents shall create any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of Owner to pay or to see to the payment of any monies due any such Subcontractor, Supplier or other person or organization.
- 4.6 Permits: Unless otherwise provided, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work. **Note: The successful contractor will be required to prepare and submit a "Right of Way" permit to the City of Palmetto for approval.**
- 4.7 During the progress of the Work, Contractor shall keep the premises free from accumulation of waste materials rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials and shall leave the site clean and ready for occupancy by Owner. Contractor shall restore to original conditions all property not designated for alteration by the Contract documents.

- 4.8 Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.
- 4.9 Safety and Protection: Contractor shall comply with the Florida Department of Commerce Safety Regulations and any local safety regulations. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:
- 4.9.1 all employees on the work and other persons and organizations who may be affected thereby;
 - 4.9.2 all the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
 - 4.9.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.
 - 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 Owner's business, taking into full consideration all local conditions. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed.
- 4.10 Emergencies: In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from Engineer or Owner, is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract documents have been caused thereby. If Owner determines that a change in the Contract documents is required because of the action taken in response to an

emergency, a work directive change or change order will be issued to document the consequences of the changes or variation.

- 4.11 For substitutes not included with the Bid, but submitted after the effective date of the Agreement, Contractor shall make written application to Engineer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will also contain an itemized estimate of all costs and delays or schedule impacts that will result directly or indirectly from review, acceptance and provisions of such substitute, including costs of redesign and claims of other Contractors affected by the resulting change, all of which will be considered by the Engineer in evaluating the proposed substitute. Engineer may require Contractor to furnish at Contractor's expense, additional data about the proposed substitute. In rendering a decision, Owner/Engineer and Contractor shall have access to any available float time in the construction schedule. In the event that substitute materials or equipment not included as part of the Bid, but proposed after the effective date of the Agreement, are accepted and are less costly than the originally specified materials or equipment, then the net difference in cost shall be credited to the Owner and an appropriate change order executed.

4.11.1 If a specific means, method, technique, sequence of procedure of construction is indicated in or required by the Contract documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to Engineer if Contractor submits sufficient information to allow Engineer to determine that the substitute proposed is equivalent to that indicated or required by the Contract documents.

4.11.2 Engineer will be allowed a reasonable time within which to evaluate each proposed substitute. Engineer will be the sole judge of acceptability and no substitute will be ordered, installed or utilized without Engineer's prior written acceptance which will be evidenced by either a change order or an approved shop drawing. Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

4.11.3 Contractor shall reimburse Owner for the charges of Engineer and Engineer's Consultants for evaluating each proposed substitute submitted after the effective date of the Agreement and all costs resulting from any delays in the Work while the substitute was undergoing review.

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

ARTICLE 5. OWNER'S RESPONSIBILITIES

- 5.1 Owner shall furnish the data required of Owner under the Contract documents promptly and shall make payments to the Contractor within a reasonable time (no more than twenty (20) days) after the Work has been accepted by the Owner. The form of all submittals, notices, change orders and other documents permitted or required to be used or transmitted

under the Contract documents shall be determined by the Owner/Engineer. Standard County forms shall be utilized.

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

ARTICLE 6. CHANGES IN THE WORK

- 6.1 Without invalidating the Agreement and without notice to any Surety, Owner may, at any time, order additions, deletions or revisions in the Work. These will be authorized by a written amendment, a change order, or a work directive change. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract documents (except as otherwise specifically provided).
- 6.2 Contractor shall not be entitled to an increase in the Contract price or an extension of the Contract time with respect to any Work performed that is not required by the Contract documents as amended, modified and supplemented.
- 6.3 Owner and Contractor shall execute appropriate change orders (or written amendments) covering changes in the Work which are ordered by Owner, or which may be required because of acceptance of defective Work.
- 6.4 At any time Engineer may request a quotation from Contractor for a proposed change in the Work and within twenty-one (21) calendar days after receipt, Contractor shall submit a written and detailed proposal for an increase or decrease in the Contract price or Contract time for the proposed change. Engineer shall have 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 Owner's discretion):
 - 7.3.1 Where the Work involved is covered by unit prices contained in the Contract documents, cost will be determined by application of such unit prices to the quantities of the items involved.
 - 7.3.2 By mutual acceptance of lump sum.
 - 7.3.3 On the basis of the cost of the Work, plus a 15% Contractor's fee for overhead and profit. (Contractor shall submit an itemized cost breakdown together with supporting data.)
- 7.4 Either Owner or Contractor may make a claim for an adjustment in the Contract price. The unit price of an item of Unit Price Work shall be subject to re-evaluation and adjustment under the following conditions:
 - 7.4.1 If the total cost of a particular item of Unit Price Work amounts to 5% or more of the Contract price and the variation in the quantity of the particular item of Unit Price Work performed by Contractor differs by more than 15% from the estimated quantity of such item indicated in the Agreement; and

- 7.4.2 If there is no corresponding adjustment with respect to any other item of Work; and
- 7.4.3 If a Contractor believes that it has incurred additional expense as a result thereof; or
- 7.4.4 If Owner believes that the quantity variation entitles it to an adjustment in the unit price; or
- 7.4.5 If the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

ARTICLE 8. CHANGE OF CONTRACT TIME

- 8.1 Contract time may only be changed by a change order or a written amendment. Any claim for an extension or shortening of the Contract time shall be based on written notice delivered by the party making the claim to the other party. Notice of the extent of the claim with supporting data shall be delivered within fifteen (15) days from detection or beginning of such occurrence and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event.
- 8.2 The Contract time will be extended in an amount equal to time lost due to delays beyond the control of Contractor. Such delays shall include, but not be limited to, acts or neglect by Owner or others performing additional Work; or to fires, floods, epidemics, abnormal weather conditions or acts of God.
- 8.3 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 Owner that all Work will be in accordance with the Contract documents and will not be defective; that Owner, representatives of Owner, governmental agencies with jurisdictional interests will have access to the Work at reasonable time for their observation, inspecting and testing (Contractor shall give Engineer timely notice of readiness of the Work for all required approvals and shall assume full responsibility, including costs, in obtaining required tests, inspections, and approval certifications and/or acceptance, unless otherwise stated by Owner).

- 9.2 If any Work (including work of others) that is to be inspected, tested, or approved is covered without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice. Neither observations by Engineer nor inspections, tests, or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract documents.
- 9.3 If the Work is defective, or Contractor fails to supply sufficient skilled workers, or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract documents, Owner may order Contractor to stop the Work, or any portion thereof and terminate payments to the Contractor until the cause for such order has been eliminated. Contractor shall bear all direct, indirect and consequential costs for satisfactory reconstruction or removal and replacement with non-defective Work, including, but not limited to fees and charges of engineers, architects, attorneys and other professionals and any additional expenses experienced by Owner due to delays to other Contractors performing additional Work and an appropriate deductive change order shall be issued. Contractor shall further bear the responsibility for maintaining schedule and shall not be entitled to an extension of the Contract time and the recovery of delay damages due to correcting or removing defective Work.
- 9.3.1 If Contractor fails within seven (7) days after written notice to correct defective Work, or fails to perform the Work in accordance with the Contract documents, or fails to comply with any other provision of the Contract documents, Owner may correct and remedy any such deficiency to the extent necessary to complete corrective and remedial action. Owner may exclude Contractor from all or part of the site, take possession of all or part of the Work, Contractor's tools, construction equipment and machinery at the site or for which Owner has paid Contractor but which are stored elsewhere. All direct and indirect costs of Owner in exercising such rights and remedies will be charged against Contractor in an amount approved as to reasonableness by Engineer and a change order will be issued incorporating the necessary revisions.
- 9.3.2 If within three (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 Owner and in accordance with

Owner's written instructions, either correct such defective Work or if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instruction, Owner may have the defective Work corrected/removed and all direct, indirect and consequential costs of such removal and replacement will be paid by Contractor.

ARTICLE 10. SUSPENSION/TERMINATION OF WORK

- 10.1 Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by written notice to Contractor, which will fix the date on which Work will be resumed. Contractor shall be allowed an increase in the Contract price or an extension of the Contract time, or both, directly attributable to any suspension if Contractor makes an approved claim therefore.
- 10.2 Owner may terminate the Contract if Contractor commences a voluntary case under any chapter of the Bankruptcy Code or any similar action by filing a petition under any other federal or state law relating to the bankruptcy or insolvency; if a petition is filed against the Contractor under any chapter of the Bankruptcy Code or similar relief under any other federal or state law; if Contractor persistently fails to perform the Work in accordance with the Contract documents; if Contractor disregards laws or regulations of any public body having jurisdiction or the Engineer; or otherwise violates in any substantial way any provisions of the Contract.
- 10.2.1 Owner may, after giving Contractor (and the Surety, if there is one) seven (7) days written notice and to the extent permitted by laws and regulations, terminate the services of Contractor; exclude Contractor from the site and take possession of the Work and of all Contractor's tools, construction equipment and machinery at the site and use the same to the full extent they could be used (without liability to Contractor for trespass or conversion); incorporate in the Work all materials and equipment stored at the site or for which Owner has paid Contractor but which are stored elsewhere, and finish the Work as Owner may deem expedient. In such case, Contractor shall not be entitled to receive any further payment beyond an amount equal to the value of material and equipment not incorporated in the Work, but delivered and suitably stored, less the aggregate of payments previously made. If the direct and indirect costs of completing the Work exceed the unpaid balance of the Contract price, Contractor shall pay the difference to Owner. Such costs incurred by Owner shall be verified by Owner and incorporated in a change order; but in finishing the Work, Owner shall not be required to obtain the lowest figure for the Work

performed. Contractor's obligations to pay the difference between such costs and such unpaid balance shall survive termination of the Agreement.

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

ARTICLE 11. CONTRACT CLAIMS

- 11.1 The rendering of a decision by Engineer with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by Owner or Contractor of such right or remedies as either may otherwise have under the Contract documents or by laws or regulations in respect of any such claim, dispute or other matter. No action, either at law or at equity, shall be brought in connection with any such claim, dispute or other matter later than thirty (30) days after the date on which Owner/Engineer has rendered such written decision in respect thereof. Failure to bring an action within said thirty (30) day period shall result in Engineer's decision being final and binding on the Contractor. In no event may any such action be brought after the time at which instituting such proceedings would be otherwise barred by the applicable statute of limitations.
- 11.2 Before bringing any action in court pertaining to any claim, dispute or other matter in question(s) arising out of or relating to the Contract documents or the breach thereof, or Engineer's final decision, except for claims which have been waived by the making and acceptance of final payment, the Contractor shall first submit written notice(s) of Contract claims to the Purchasing Official for a decision; within the earlier of sixty (60) days after the last date on which the Contractor provided any goods or services required by the Contract or after the date on which the Contractor knew or should have known such a claim existed. The Manatee County Code of Laws, Section 2-26-63, Contract Claims, details the requirements and process for such a claim.

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

- 12.1 Resident Project Representative is Engineer/Owner's Agent, who will act as directed by and under the supervision of the Engineer, and who will confer with Owner/Engineer regarding his actions. Resident Project Representative's dealing in matters pertaining to the on-site Work shall, in general, be only with the Owner/Engineer and Contractor and dealings with Subcontractors shall only be through or with the full knowledge of Contractor.
- 12.2 Resident Project Representative will:
- 12.2.1 Review the progress schedule, schedule of shop drawing submissions and schedule of values prepared by Contractor and consult with Owner/Engineer concerning their acceptability.

- 12.2.2 Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with Owner/Engineer and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.
- 12.2.3 Serve as Owner/Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist him in understanding the intent of the Contract documents. As requested by Owner/Engineer, assist in obtaining additional details or information when required at the job site for proper execution of the Work.
- 12.2.4 Receive and record date of receipt of shop drawings and samples, receive samples which are furnished at the site by Contractor and notify Owner/Engineer of their availability for examination.
- 12.2.5 Advise Owner/Engineer and Contractor or his superintendent immediately of the commencement of any Work requiring a shop drawing or sample submission if the submission has not been approved by the Owner/Engineer.
- 12.2.6 Conduct on-site observations of the Work in progress to assist Owner/Engineer in determining if the Work is proceeding in accordance with the Contract documents and that completed Work will conform to the Contract documents.
- 12.2.7 Report to Owner/Engineer whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract documents, or does not meet the requirements of any inspections, tests or approvals required or if Work has been damaged prior to final payment; and advise Owner/Engineer when he believes Work should be corrected or rejected or should be uncovered of observation or requires special testing, inspection or approval.
- 12.2.8 Verify that tests, equipment and system start-ups and operating and maintenance instructions are conducted as required by the Contract documents and in the presence of the required personnel, and that Contractor maintains adequate records thereof; observe, record and report to Engineer appropriate details relative to the test procedures and start-ups.

- 12.2.9 Accompany visiting inspectors representing public or other agencies having jurisdiction over the project; record the outcome of these inspections and report to Owner/Engineer.
- 12.2.10 Transmit to Contractor, Owner/Engineer's clarifications and interpretations of the Contract documents.
- 12.2.11 Consider and evaluate Contractor's suggestions or modifications in drawings or Contract Documents and report them with recommendations to Owner/Engineer.
- 12.2.12 Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and sample submissions, reproductions of original Contract documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, Owner/Engineer's clarifications and interpretations of the Contract documents, progress reports and other project related documents.
- 12.2.13 Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions; list of visiting officials and representatives or manufacturers, fabricators, suppliers and distributors; daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to Owner/Engineer.
- 12.2.14 Record names, addresses and telephone numbers of all Contractors, Subcontractors and major Suppliers of materials and equipment.
- 12.2.15 Furnish Owner/Engineer periodic reports as required of progress of the Work and Contractor's compliance with the approved progress schedule and schedule of shop drawing submissions.
- 12.2.16 Consult with Owner/Engineer in advance of scheduling major tests, inspections or start of important phases of the Work.
- 12.2.17 Report immediately the occurrence of any accident.
- 12.2.18 Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to Owner/Engineer, noting particularly their relation to the Schedule of Values, Work

completed and materials and equipment delivered at the site but not incorporated in the Work.

- 12.2.19 During the course of the Work, verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed, and deliver this material to Owner/Engineer for his review prior to final acceptance of the Work.
 - 12.2.20 Before Owner/Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
 - 12.2.21 Conduct final inspection in the company of Owner/Engineer and Contractor and prepare a final list of items to be completed or corrected.
 - 12.2.22 Verify that all items on final list have been completed or corrected and make recommendations to Owner/Engineer concerning acceptance.
- 12.3 Except upon written instructions of Owner/Engineer, Resident Project Representative:
- 12.3.1 Shall not authorize any deviation from the Contract documents or approve any substitute materials or equipment;
 - 12.3.2 Shall not exceed limitations on Owner/Engineer's authority as set forth in the Contract documents;
 - 12.3.3 Shall not undertake any of the responsibilities of Contractor, Subcontractors or Contractor's superintendent, or expedite the Work;
 - 12.3.4 Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract documents;
 - 12.3.5 Shall not advise on or issue directions as to safety precautions and programs in connection with the Work;
 - 12.3.6 Shall not authorize Owner to occupy the project in whole or in part; and

12.3.7 Shall not participate in specialized field or laboratory tests.

ARTICLE 13. APPRENTICES

13.1 If successful Contractor employs apprentices, he shall be governed and comply with the provisions of F.S. § 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