



**INVITATION FOR BID
IFB #14-2265-OV**

**Fiber Optic Cable, Conduit and Pull Box Installation and Interconnection at
the Bradenton Area Convention Center**

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

NON-MANDATORY INFORMATION CONFERENCE

In order to ensure that all prospective Bidders have sufficient information and understanding of County's needs, an Information Conference will be held at: **11:00 AM on September 4, 2014 at the 1112 Manatee Avenue West, Purchasing Division, Suite 803, Bradenton, FL 34205.** Attendance is not mandatory, but is highly encouraged.

DEADLINE FOR CLARIFICATION REQUESTS: **5:00 PM on September 12, 2014**
(Reference Bid Article A.05)

TIME AND DATE DUE: **3:00 PM on September 25, 2014**

FOR INFORMATION CONTACT:

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(941) 749-3055, Fax (941) 749-3034

Olga.valcich@mymanatee.org

Manatee County Financial Management Department
Purchasing Division

AUTHORIZED FOR RELEASE: DWW

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SECTION A
INFORMATION TO BIDDERS

A.01 OPENING LOCATION

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

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

A.02 SEALED & MARKED

Bids shall be submitted in **triplicate, one original (marked Original) and two (2) copies (marked Copy)** of your **signed Bid** shall be submitted in one **sealed** package, clearly marked on the outside **"Sealed Bid #14-2265-OV, Fiber Optic Cable, Conduit and Pull Box Installation and Interconnection at the Bradenton Area Convention Center"** along with your company name. For your convenience, a mailing label is provided with this Invitation for Bid package. Or, you may address the package as follows:

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

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

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

A.03 SECURING OF DOCUMENTS

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

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

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

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

A.04 MODIFICATION OF IFB DOCUMENTS

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

A.05 DEADLINE FOR CLARIFICATION REQUEST

5:00 PM on September 12, 2014 shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this Invitation for Bid to the Manatee County Purchasing Division.

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

A.06 CLARIFICATION & ADDENDA

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

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

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

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

A.07 LOBBYING

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

A.08 UNBALANCED BIDDING PROHIBITED

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

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

A.08 UNBALANCED BIDDING PROHIBITED (Continued)

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

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

A.09 FRONT END LOADING OF BID PRICING PROHIBITED

Prices offered for performance and/or acquisition activities to occur early in the Project schedule, such as mobilization; clearing and grubbing; or maintenance of traffic; that are substantially higher than pricing of competitive Bidders within the same portion of the Project schedule, will be presumed to be front end loaded. Front end loaded Bids could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the Bidder to complete the Work or otherwise creating an appearance of an undercapitalized Bidder.

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

A.10 WITHDRAWAL OF OFFERS

Bidders may withdraw offers as follows:

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

A.10 WITHDRAWAL OF OFFERS (Continued)

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

A.11 IRREVOCABLE OFFER

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

A.12 BID EXPENSES

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

A.13 RESERVED RIGHTS

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

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

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

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

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

A.14 APPLICABLE LAWS

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

A.15 COLLUSION

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

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

A.16 CODE OF ETHICS

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

A.16 CODE OF ETHICS (Continued)

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

A.17 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

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

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

To ensure compliance with the foregoing, the Code requires all persons or entities desiring to contract with County to execute and file with the Purchasing Official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with County. In the case of a business entity other than a partnership or a corporation, such affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, such affidavit shall be executed by the general partner(s). A Public Contracting and Environmental Crimes Certification form is included (reference Section 00491 of this document) for this purpose.

A.18 BID FORMS

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

A.19 LEGAL NAME

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

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

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

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

A.20 DISCOUNTS

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

A.21 TAXES

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

A.22 DESCRIPTIVE INFORMATION

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

A.23 AMERICANS WITH DISABILITIES ACT

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

A.24 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

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

A.25 MBE/DBE

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

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

A.26 MATHEMATICAL ERRORS

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

A.27 DISCLOSURE

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

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

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

A.27 DISCLOSURE (Continued)

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

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

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

A.28 LOCAL PREFERENCE

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

A.28 LOCAL PREFERENCE (Continued)

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

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

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

A.29 VENDOR REGISTRATION

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

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

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

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

A.29 VENDOR REGISTRATION (Continued)

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

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

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

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

A.30 ePAYABLES

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

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

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

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

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

END OF SECTION A

SECTION B BID SUMMARY

B.01 THE WORK

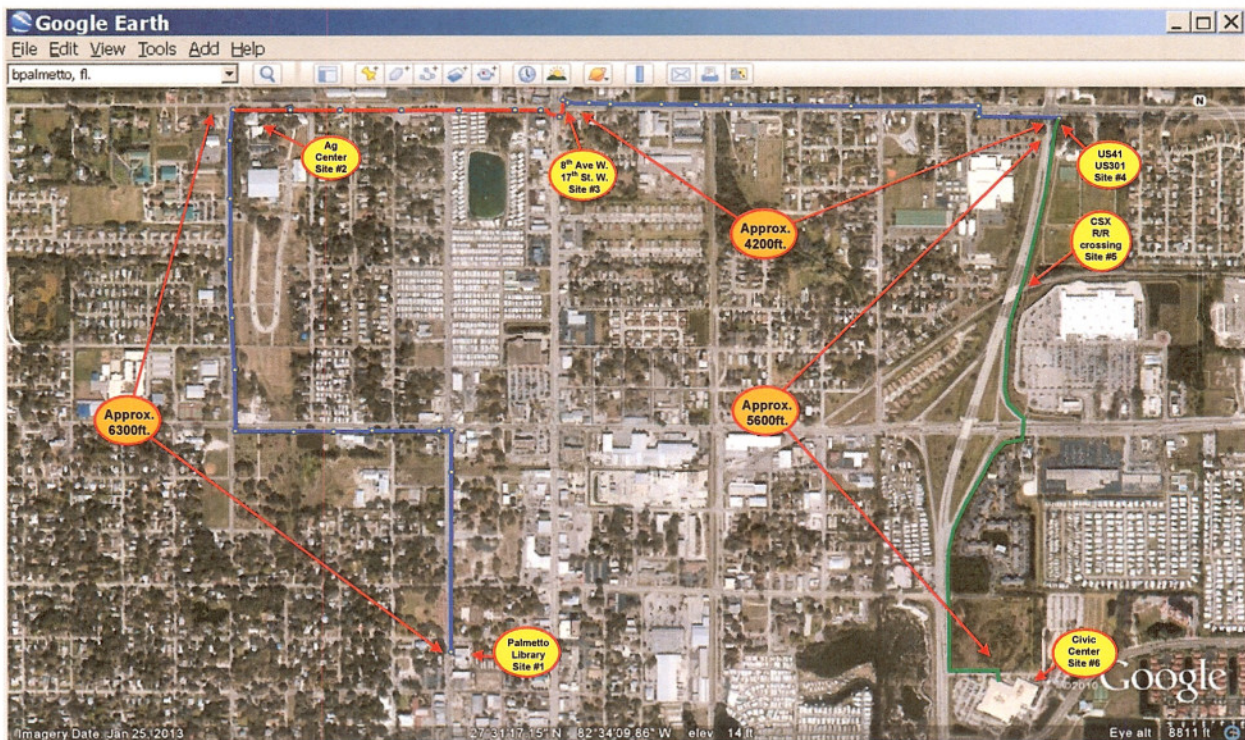
1.1 Fiber Optic Cable System and 1.2 Description of Work:

The Work included in this Bid consists of procuring the services of a Contractor to furnish all necessary design/engineering, labor, tools, materials, equipment, associated parts/hardware, testing of equipment, support, personnel training, shop drawings, as-builts, permitting and any incidentals required for a total, complete, turn-key installation of fiber optics at the Bradenton Area Convention Center located at One Haben Boulevard, Palmetto, FL 34221.

Overview of Project: (PDF Drawing #1, from Palmetto Library to the Bradenton Area Convention Center)

The overall scope for this project is to extend a 144-count single-mode fiber optic cable from the hand hole in front of the Palmetto Library to the existing 144ct. FOC at the corner of 14th Ave W. and 17th St. W. In addition, add a new 24 count FOC from the hand hole at the corner of 17th St. W. and 8th Ave W. to the hand hole at the southwest corner of the intersection of 17th St. W. and US41/US301. From that point install a new 2 inch HDPE conduit with a 12ct FOC to the Bradenton Area Convention Center located at, One Haben Blvd., Palmetto, FL 34221.

Overview



- - Existing FOC Vault
- - Existing Conduit
- - Existing Conduit with 144ct FOC
- - Newly Placed 2" HDPE Conduit

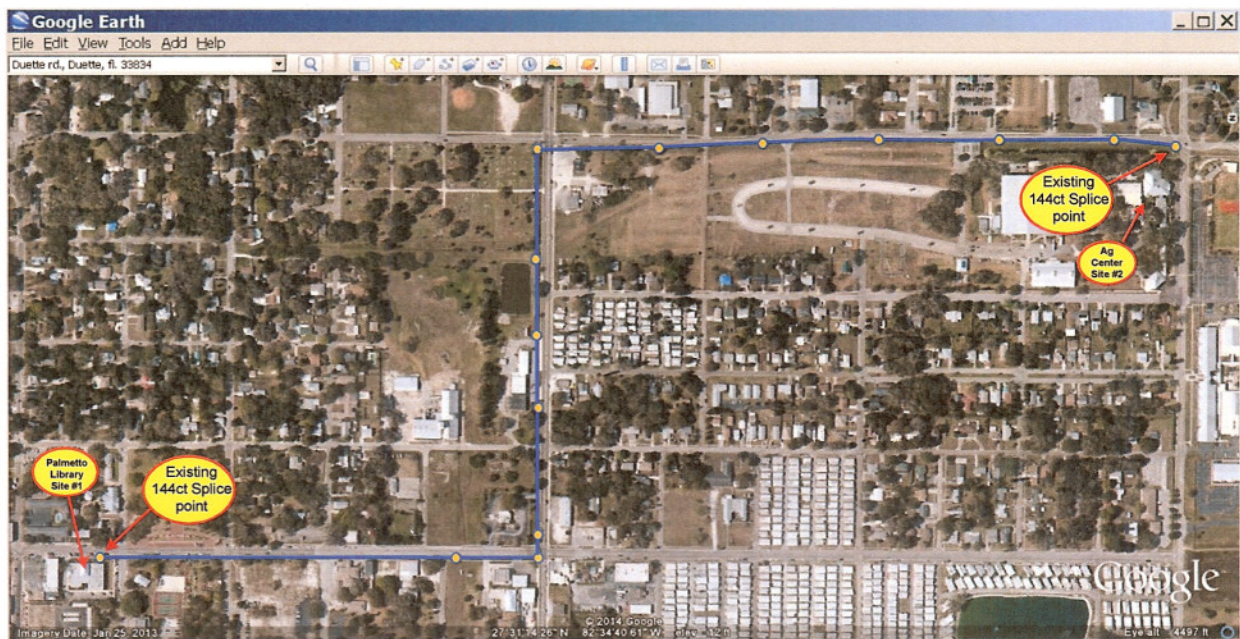
Drawing 1

Site 1 and 2 (PDF Drawing #2) provides an overview of the 144-Count FOC Installation from the Palmetto Library to 14th Street East and 17th Street West, to the Ag & Natural Resources Center

Furnish and install (1) 144-count single-mode fiber optic cable as well as a trace wire or traceable mule tape from the existing fiber vault in front of the Palmetto Library at 923 6th Street West, Palmetto, Fl. 34221, (Site 1) through an existing 1-1/4" conduit to the corner of 14th Avenue West and 17th Street West, in front of the Ag & Natural Resources Center at 1303 17th Street west, Palmetto, Fl. 34221. Splicing all 144 strands at both ends to both existing 144 count fibers present within both vaults.

In addition to the 144ct splicing the existing location fibers for each site will have to be spliced into the 144ct as well. The exact termination scheme will be determined by MCG ITS Dept. staff at a later date.

**Site 1 and 2:
144 Count Extension**



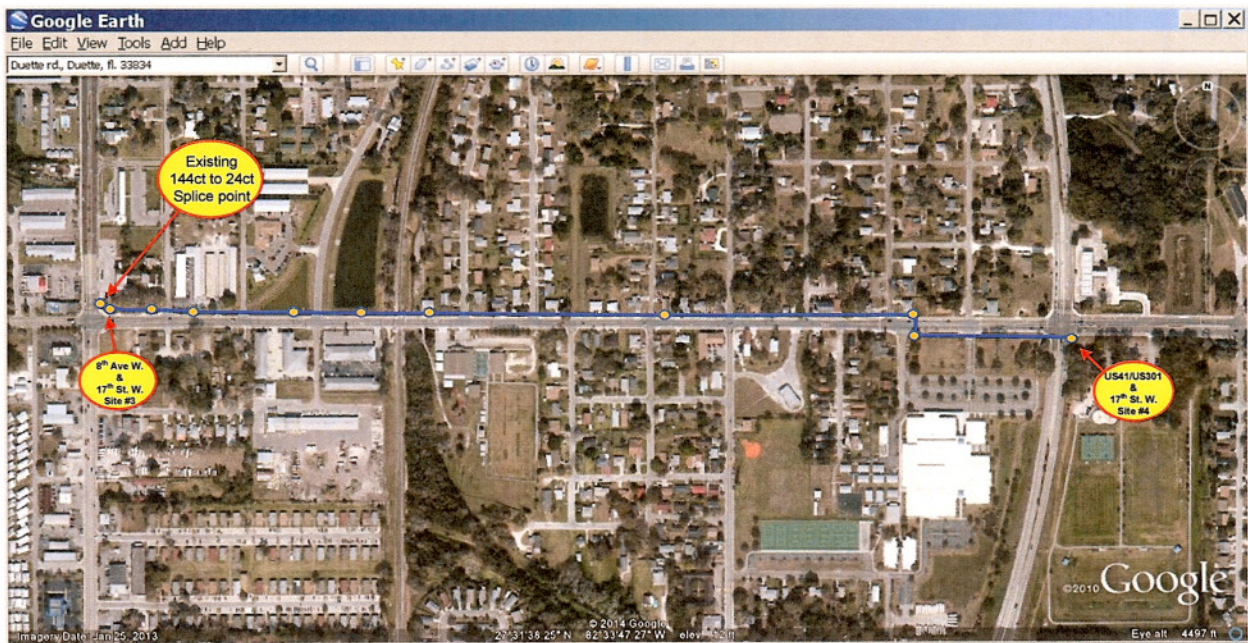
-  - Existing FOC Vault
-  - Existing Conduit



Drawing 2

Site 3 and 4 (PDF Drawing #3) provides an overview of the 24-Count FOC Installation from 17th St. West and 8th Ave. West, Palmetto, FL through US41/US301 and 17th Street West)

From the existing vault at the corner of 17th St. West and 8th Ave. West, Palmetto FL., please furnish 24-count single-mode fiber optic cable as well as a trace wire or traceable mule tape through an existing and occupied 1-1/4" conduit to the existing vault at the corner of US41/US301 and 17th St. W. Fiber to be extended.

**Site 3 and 4:
24 Count FOC Installation**



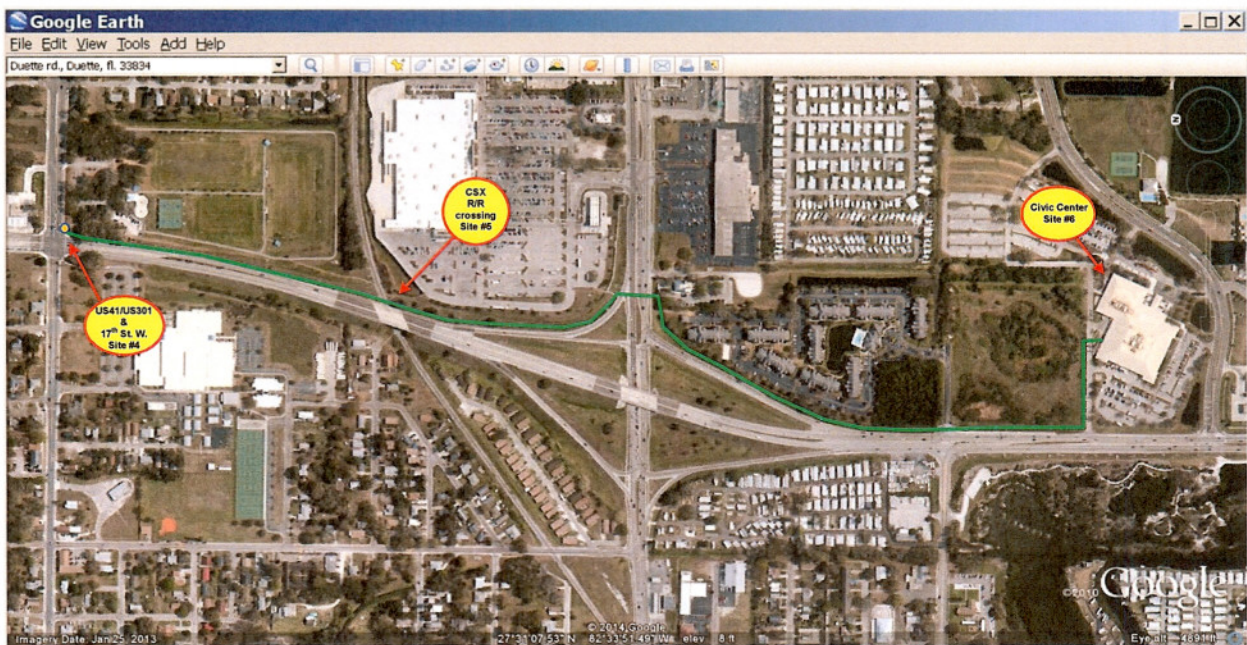
-  - Existing FOC Vault
-  - Existing Conduit

Drawing 3

Site 4, 5 and 6 (PDF Drawing #4) provides an overview of the 12 Count FOC Installation from US41/US301 and 17th Street West, under or over the CSX railway to the north side of the Bradenton Area Convention Center)

From the existing vault at the corner of US41/US301 and 17th St. W. please furnish and install a new 2" HDPE conduit with all necessary FOC vaults south along US41/US301 under or over the CSX railway, terminating within the existing vault on the north side of the Bradenton Area Convention Center. Then continue the installation of the above described 12 count single-mode FOC within that conduit terminating within a wall mount LIU at the main TR within the CVB. The exact termination scheme will be determined by MCG ITS Dept. staff at a later date.

**Site 4, 5 and 6:
12 Count FOC Extension**



————— - Newly Placed 2" HDPE Conduit

Drawing 4

1.2 Material:

1.2.1 Fiber Optic Cable: To insure compatibility and maintain integrity with recently installed Manatee County fiber optic cable, the following is the only approved fiber optic cable type for this project:

Draka ezMICROduct Jetted Micro-Duct Loose Tube Cable

Draka Part # (F-MDS1JKT-12-ES-012-E3) 12-Count cable

Draka Part # (F-MDS1JKT-12-ES-024-E3) 24-Count cable

Draka Part # (F-MDS1JKT-12-ES-144-E3) 144-Count cable

The successful bidder is responsible for:

1.2.2 Splicing Materials:

- Ensure that all splice enclosures, organizers, cable end preparation tools, and procedures are compatible with the fiber optic cable, and are approved by the County.

1.2.2.1 Splice Enclosures:

- Contain all optical fiber splices within a splice enclosure.
- Ensure that the enclosures provide storage for fiber splices, non-spliced fiber, and buffer tubes.
- Ensure that the splice enclosure restores the mechanical and environmental integrity of the fiber optic cable, encases the sheath opening in the cable, and organizes and stores optical fiber.
- Ensure all hinges and latching devices are stainless steel.
- Ensure that the enclosure is airtight and prevents water intrusion.
- Ensure that the splice enclosure can accommodate pressurization and has the ability to be reentered without requiring specialized tools or equipment.
- Ensure that the enclosure provides fiber and splice organizers including splice trays and strain relief.
- Ensure that splice enclosures allow re-entry and are hermetically sealed to protect internal components from environmental hazards such as moisture, insects, and UV light.

Fiber optic splice enclosures shall also:

- Comply with Telcordia Technologies' GR-711-CORE standard and all applicable NEC requirements.
- Provide space for future expansion equal to 100% of the initial utilization.
- Provide fiber optic cable penetration end caps to accommodate a minimum installation of two trunk fiber optic cables and two fiber optic drop cables.
- Ensure that the enclosure end caps are factory-drilled to the proper diameter to accept and seal the fiber optic cable entries.
- Ensure that the cable entry locations can accommodate an assortment of cables with ODs ranging from 0.20 to 0.55 inch, +10%, without jeopardizing the waterproof characteristics of the enclosure.

Fiber optic splice enclosures shall meet the following requirements:

Mechanical:

- Resist compression deformation to a maximum of 400 pounds.
- Withstand impact energy to a maximum of 40 foot-pounds at 0° F.
- Axial Tension: 100 pounds for 30 minutes.
- Cable Torsion: Ten (10) 90° rotations.
- Cable Flexing: Ten (10) 90° bends.

Environmental:

- Hydrostatic Pressure Head: Up to 20 foot pounds (-9 pounds per square inch).
- Withstand 40 freeze/thaw temperature cycles.
- Ultraviolet resistant during a maximum 30 day exposure in compliance with the requirements detailed in the ASTM B117 standard.

Chemical:

- Withstand a 90 day exposure to solutions of 3% sulfuric acid, 0.2 normal
- Sodium hydroxide, 10% Igepal®, kerosene, and be fungus resistant as required in the ASTM G21 standard.

1.2.2.2 Splice Trays:

- Ensure that the splice trays are securely attached and accessible, and provide adequate storage for the fiber cable.
- Ensure the splice trays provide access to individual fibers without disrupting other fibers in the tray.
- Ensure that the splice trays hold the buffer tubes rigidly in place and provide protection for fusion splices.

- Ensure that the raceway accommodates the minimum bend radius of the fiber.
- Ensure that splice trays allow visible inspection of the fiber.
- Ensure that the splice tray includes a cover with a locking mechanism to hold it in place.

1.2.3 Cable Terminators:

- Use type LC connectors only, as specified in the plans or by the County representative(s).
- Ensure that connectors provide a strain relief mechanism when installed on a single fiber cable that contains strength elements.
- Ensure that the optical fiber within the body of all connectors is mechanically isolated from cable tension, bending, and twisting.
- Ensure that all connectors are compliant with the TIA/EIA-568-A and TIA/EIA-604 standards, as applicable, and are tested according to the Telcordia/Bellcore GR-326 CORE standard. When tested according to the TIA and EIA's Fiber Optic Test Procedures (FOTP)-171 (TIA/EIA-455-171).
- Ensure that the connectors test to an average insertion loss of ≤ 0.4 decibel and a maximum loss of ≤ 0.5 decibel. Test the connectors as detailed in FOTP-107 (TIA/EIA-455-107) to reflectance values of ≤ -50 decibels.
- Ensure that the connectors have an operating and storage temperature range of -30° to 165° F as per the NEMA TS 2 standard.

1.2.3.1 Pre-terminated Connector Assemblies (pigtailed):

- Ensure that pre-terminated connector assemblies are used for fiber termination.
- Ensure that the pre-terminated cable assemblies consist of fiber optic cables with factory-installed LC-type connectors on one end of the cable and an un-terminated optical fiber on the other.
- Ensure that the pre-terminated connector assemblies are installed with fusion splices.
- Ensure that all buffer tubes and fibers are protected once the attachment of pre-terminated connector assemblies is complete.

1.2.3.2 Buffer Tube Fan-out Kits:

- Ensure that a buffer tube fan-out kit is installed when fiber optic cables are terminated. Use a kit compatible with the fiber optic cable being terminated and that is color-coded to match the optical fiber color scheme.
- Ensure that the buffer tube fan-out kit supports 12 fiber strands.
- Ensure that output tubing and the fiber strands contained therein are of sufficient length for routing and attachment of fiber optic cable to connected electronics or as directed by the County representative.
- Ensure that the kit and the connectors are supplied by the same manufacturer.

1.2.4 Patch Panels:

- Ensure that the patch panel is compatible with the fiber optic cable being terminated and color-coded to match the optical fiber color scheme.
- Ensure that the patch panel has a minimum of twelve (12) LC-type panel connectors.
- Ensure that the patch panel is suitable for mounting within an approved cabinet at the field device location.

1.2.4.1 Pre-terminated Patch Panels:

- Ensure that the pre-terminated patch panel is a termination panel that includes a factory installed all-dielectric SMF cable stub.
- Ensure that the panel includes factory-installed and terminated LC-type panel connectors.
- Ensure that the cable stub is of adequate length to splice the stub and provide a fiber connection between the panel and the backbone fiber cable or as directed by the County representative.

1.2.4.2 Field Assembled and Terminated Patch Panels:

- Ensure that the field-assembled patch panel is a termination panel that includes a connector panel and the hardware required to mount the patch panel within an approved cabinet at the field device location and connect the panel to the backbone fiber cable.

1.2.5 Connector Panel:

- Ensure that the connector panel provides twelve LC-type bulkhead-mount coupling connectors. Ensure that each coupling connector allows connection of a cable terminated on one side of the panel to a cable on the opposite side.

- Ensure that each bulkhead-mount coupling connector includes a locknut for mounting the connector in predrilled or punched holes in the connector panel.

1.2.5.1 Cable End-Sealing:

- Ensure that fiber optic cable ends are capped or sealed to prevent the entry of moisture during shipping, handling, storage, and installation. Equip one end of the fiber optic cable with flexible pulling eyes.

1.2.5.2 Protective Wrap:

- Ensure that the fiber optic cable is shipped and stored with a protective wrap or other approved mechanical reel protection device over the outer turns of the fiber optic cable on each reel. Ensure that the wrap is weather resistant and protects the cable reel from environmental hazards. Ensure that the cable reel remains wrapped until cable is to be installed

1.2.5.3 Packaging, Shipping and Receiving:

- Ensure that the packaging and delivery of fiber optic cable reels comply with the following minimum requirements:
- Ensure cable is shipped on reels of marked continuous length.
- Ensure each cable is shipped on a separate, strongly constructed reel designed to prevent damage to the cable during shipment and installation.
- Ensure each reel has a minimum of 6 feet on each end of the cable available for testing.
- Ensure that all fiber optic cable is continuous and free from damage.
- Ensure no point discontinuities greater than 0.1 decibel per reel.
- Ensure that all cable delivered has been manufactured within 6 months of the delivery date.
- Provide a copy of the transmission loss test results as required by the EIA/TIA-455-61 standard, as well as results from factory tests performed prior to shipping.
- Ensure that the manufacturer provides the date of manufacture; product and serial numbers; cable data, including the reel length; refraction index; the project name and location; type of fiber and quantity of strands used; technical product data sheet(s); and reel number(s).

1.3 Installation:

Install all equipment according to the latest version of the manufacturer's installation procedures and the industry-accepted installation standards, codes, and practices, or as directed by the County.

- Ensure that all materials and installation practices are in accordance with the applicable OSHA requirements as found in 29 Code of Federal Regulations (CFR) Part 1926, Safety and Health Standards for Construction. In addition, perform the following:
- Ensure conduit and inner-duct is clean and free from damage prior to installing fiber optic cable.
- Document the sequential cable length markings at each splice box and pull box wall that the cable passes through, and include the information with the as-built documentation.
- The Successful Bidder shall furnish and install all materials, equipment and labor which is reasonably and properly inferable and necessary for the proper completion of the Work, whether specifically indicated in the Invitation for Bid or not.

1.3.1 Fiber Optic Cable Installation:

- Use preapproved cable nomenclature to create cable tags for the identification of fiber optic cable. Provide cable tag identification on all test results or fiber related documents provided to the County. Install cable tags within 1 foot of each splice and/or termination point indicating the cable type, fiber count, and each fiber optic cable origination and termination points.
- Ensure that the cable tags are permanent labels suitable for outside plant applications and are affixed to all fiber optic cables. Ensure that lettering is in permanent ink and displays the phrase **"MANATEE COUNTY FIBER OPTIC CABLE"**.

1.3.1.1 Pulling:

- Install the fiber optic cable by hand when necessary. The use of mechanical pulling machines is prohibited.
- Ensure that at no time the manufacturer's recommended maximum pulling tension is exceeded.
- Ensure that the central strength member and aramid yarn are attached directly to the pulling eye during cable pulling. Use pulling attachments, such as "basket grip" or "Chinese finger" type, to ensure that the optical and mechanical characteristics are not degraded during the fiber optic cable installation.

- Ensure that excess cable is coiled in a figure eight and fed manually when pulling through pull boxes and splice boxes by hand. If pulleys and sheaves will be used to mechanically pull through pull boxes and splice boxes, provide a drawing of the proposed layout showing that the cable will never be pulled through a radius less than the manufacturer's minimum bend radius.
- Use large diameter wheels, pulling sheaves, and cable guides to maintain the appropriate bend radius. Provide tension monitoring at all times during the pulling operation.
- Ensure that the cable pulling lubricant used during installation is recommended by the optical fiber cable manufacturer.

1.3.1.2 Blowing:

Follow installation procedures and practices as listed in the Draka JETnet Design and installation guideline document.

1.3.1.3 Slack Cable Storage:

Provide and store fiber optic cable at each pull box and splice box to allow for future splices, additions, or repairs to the fiber network.

Store the fiber optic cable without twisting or bending the cable below the minimum bend radius. Store a total of 100 feet of fiber optic cable in splice boxes, with 50 feet of cable on each side of the cable splice point or as shown in the plans. Store 50 feet of spare fiber optic cable in specified pull boxes.

1.3.2 Splicing:

Perform all optical fiber splicing using the fusion splicing technique, and according to the latest version of the manufacturer's cable installation procedures; industry-accepted installation standards, codes, and practices; or as directed by the County. Ensure that all splices match fiber and buffer tube colors unless shown otherwise in the plans. Where a fiber cable is to be accessed for lateral or drop signal insertion, only open the buffer tube containing the fiber to be accessed and only cut the actual fiber to be accessed. If a fiber end is not intended for use, cut the fiber to a length equal to that of the fiber to be used and neatly lay it into the splice tray. Treat any fibers exposed during splicing with a protective coating and place in a protective sleeve or housing to protect the fiber from damage or contaminants.

1.3.2.1 Splice Plan:

Provide a splice plan showing the location and configuration of splices in the system for approval by the County. Perform all splicing according to the plan. Document each splice location and identify the source and destination of each fiber in each splice tray.

Document all fiber colors and buffer jacket colors used during installation, and develop a sequential fiber numbering plan as required in the TIA/EIA-598-A standard for color-coding in the documentation. Neatly store all splice enclosures within a splice box. Attach the splice enclosure to the splice box interior wall to prevent the enclosure from lying on the bottom of the splice box.

1.3.2.2 Splice Equipment Specifications:

Use a fusion splice machine to splice all optical fiber.

- Ensure that the unit is portable, and capable of 120 V_{AC} and internal battery-powered operation.
- Ensure that the unit is able to splice fibers with a 250-micrometer coating. The fusion splice machine shall have the following capabilities:
 1. Splice loss measurement.
 2. Splice protection sleeve heater.
 3. Battery with charging unit and power cable.
 4. Spare electrodes, fuses, and lamps.
 5. Power meter/light source with carrying case.
- Ensure that the power meter/light source is a calibrated pair that is portable and battery operated.
- Ensure that the power meter/light source operates at selectable wavelengths of 850/1,300/1,550 nanometers.
- Ensure that the power meter has a decibel milliwatt measurement scale with a range of +3 to -45 decibel milliwatts for SMF operation and an accuracy of 0.5 decibel or better.
- Ensure that the splice machine is new from the factory, or serviced and certified by the factory or its authorized representative within the previous 6 months from the commencement of its use.
- Provide the County with a letter from the manufacturer or his authorized representative certifying compliance. Clean all splicing equipment and calibrate according to the manufacturer's recommendations prior to each splicing session at each location.

1.3.3 Cable Termination Installation:

- Ensure that cables, buffer tubes, or strands are neatly routed, secured and terminated in a patch panel.
- Ensure all cable termination points include documentation regarding the identification, route, and function of each fiber installed at that location.
- Ensure that at least one copy of this information is placed alongside the installed equipment (for instance, in a document pouch or drawer within a field cabinet).

1.3.4 Patch Panel Installation:

- Ensure that patch panels neatly installed and secured in a rack or wall mount. Ensure all patch panel connectors are clearly and permanently labeled.
- Ensure all installed patch panels include documentation regarding the identification, route, and function of each patch panel connector at that location.
- Ensure that at least one copy of this information is placed alongside the installed equipment.

1.4 Testing and Certification:

1.4.1 Manufacturer's Testing:

Provide documentation of all factory tests performed by the manufacturer for all fiber optic cable, splicing material, cable terminations, and patch panels.

1.4.2 Installation Testing:

Notify the County of cable testing at least 14 calendar days in advance. Provide the testing procedures to the County for approval prior to commencement of testing. Perform all tests at 1,310/1,550 nanometer wavelengths, and include the last calibration date of all test equipment with the test parameters set on the equipment in the test documentation. Test all installed fibers (terminated and un-terminated) using methods approved by the County representative.

1.4.2.1 End to End Attenuation Testing:

Perform test on all fibers to ensure that no discontinuities greater than 0.2 decibel per 300 feet exist. Repair or replace cable sections exceeding allowable attenuation at no cost to the County.

1.4.2.2 OTDR Tracing:

Test all fibers from both cable end points with an optical time domain reflectometer (OTDR) at wavelengths of 1310 and 1550 nm. Test the fibers that are not terminated at the time of installation using a bare fiber adapter. Present the results of the OTDR testing (i.e., traces for each fiber) and a loss table showing details for each splice or termination tested to the County representative in an approved electronic format. Ensure all OTDR testing complies with the EIA/TIA-455-61 standard.

1.4.2.3 Splice Loss Testing:

Ensure that the splice loss for a SMF fusion splice does not exceed a maximum bidirectional average of 0.1 decibel per splice.

Repair or replace splices that exceed allowable attenuation at no cost to the County.

1.4.2.4 Connector Loss Testing:

Ensure that the attenuation in the connector at each termination panel and its associated splice does not exceed 0.5 decibel.

Repair or replace connectors exceeding allowable attenuation at no cost to the County.

1.4.2.5 Guaranty Provisions:

Ensure that the fiber optic cable, the splice enclosures, and termination points have a **three year manufacturer's warranty for parts and /or workmanship** from the date of final acceptance by the County of all the work to be performed under the Contract. If the manufacturer's warranties for the components are for a longer period, those longer period warranties will apply.

Ensure that the manufacturer's warranties on the fiber optic cable, the splice enclosures, and termination points are fully transferable from the Successful Bidder to the County.

Ensure that these warranties require the manufacturer to furnish replacements for any part or equipment found to be defective during the warranty period at no cost to the County within 10 calendar days of notification by the County.

2.1 Conduit System Overview:

Successful Bidder shall tie in connections to the existing telecommunications conduit infrastructure. Once complete, the conduit extensions will provide fiber optic cable pathways between County facilities. This system will include underground conduit, fiber optic cable splice boxes, fiber optic cable pull boxes, and other items required to provide a turnkey solution for the subsequent installation of single mode fiber optic cables.

The Successful Bidder shall provide to the County and the County shall approve the best and most cost effective conduit installation method for the routes identified in Drawings 1, 2 and 3 which are made a part of this bidding document. A 2-inch HDPE conduit inner duct will be installed on all routes that do not otherwise already exist with an empty available conduit. The conduit system shall comply with the requirements specified in Section 2, Conduit System Overview.

All underground conduit must also include a locate system if not already in existence. The locate system must include above ground route markers, warning tape, tone wire, that allow detection of buried conduit and other related underground facilities as specified in Section 2.

2.1.1 Conduit

The County requires the Successful Bidder to install a 2-inch orange high density polyethylene (HDPE) OUTER conduit that is suitable for underground use in an ambient temperature range of -30 to 130 degrees F. without degradation of material properties along most routes. Installation should be done using trenching and / or directional boring processes at a minimum depth of 36 inches below grade or greater.

All conduits must conform to the requirements specified in Section 2, and shall be installed so as not to violate minimum bend radius requirements associated with the future fiber optic cable installation.

2.2 Pull Boxes and Splice Boxes

The Successful Bidder is required to furnish and install pull boxes and splice boxes of the type, size, and quantity as specified in Section 3, Fiber Optic Pull Boxes and Splice Boxes.

2.2.1 Junction Box Interface

Conduit shall enter the communications fiber optic pull boxes at a 45-degree angle relative to the vertical wall of the pull box. The conduit shall terminate in each communications fiber optic pull box at diagonally opposite corners and extend into the fiber optic pull box to a distance of 12 inches from the opposite wall. Any modifications to typical conduit and fiber optic boxes shall be submitted to the County and approved prior to installation.

2.2.2 Conduit Configuration

Communications conduit shall include no more than 180 degrees of total bend and shall have a bending radius of at least ten (10) times the conduit diameter. All conduits shall be placed a minimum of 36 inches below the finished grade.

2.3 Locate System:

The Successful Bidder is required to furnish and install a locate system in accordance with this Invitation for Bid and shall ensure that the locate system conforms to the requirements specified in Section 4, Locate System.

2.4 Conduit System:

2.4.1 General

All conduits, orange inner ducts, splice boxes and pull boxes shall be installed underground and may fall outside or within existing right-of-way. All inner ducts shall be 2-inch High-Density Polyethylene (HDPE). All conduits shall be installed a minimum of 36" below finished grade.

2.4.2 Tracer Wire

All installed conduit routes must contain a continuous or spliced, conductive, insulated #12 AWG locate wire with a minimum 2 feet of wire accessible at each conduit termination point. The locate wire shall be installed at the same time the conduit system is installed.

2.4.3 Conduit End Preparations

All conduit ends shall be properly capped. Duct seal shall be used on all conduit openings.

2.4.4 Identification Tape

All underground conduit installed by open trenching methods shall be identified by conduit identification tape. Identification tape shall be a minimum of 2 ½ inches wide and be of a plastic-based non-deteriorating non-color-fading material capable of stretching at least 600 percent in length before breaking. Identification tape shall be orange in accordance with the American Public Works Association criteria, and shall be continuous emblazoned with black non-fading ink with the message “**WARNING, BURIED FIBER OPTIC CABLE BELOW**” or approved equal by the County. Identification tape shall be installed for the entire length of the trench and shall be 12 inches directly above the conduit(s).

2.4.5 Conduit Protection

The Successful Bidder must prevent the ingress of water, dirt, sand, and other foreign materials into the conduit prior to, during, and after construction. Water and debris from buried conduit shall be excluded using a foam-sealing material, rubber plug, or other device designed for this application and approved by the County.

2.4.6 Conduit Fittings

All conduit fittings including, but not limited to, bends, sweeps, bells, bushings, couplings, caps, sealants, and all other incidental materials necessary to fully construct a complete telecommunications conduit system shall be provided by the Successful Bidder. Approved methods for connecting inner duct or conduit within or between plowed portions, trenched portions, and bored portions shall be used.

2.4.7 Locate Wire

Continuity tests and insulation resistance tests shall be performed on all locate wires. The Successful Bidder shall provide the County with all test results and replace or repair defective locator wire at no additional cost. The Successful Bidder shall ensure that locate wire splices are waterproof and suitable for direct burial. locate wire splices include a mechanical crimp connection with a butt sleeve, an oxide-preventing aerosol lacquer, Locate wire splices at the pull box must meet National Electric Code (NEC) requirements. The Successful Bidder shall ensure that mastic electrical splicing tape, and standard electrical tape using methods and materials approved by the County. At the completion of the installation, the Successful Bidder shall provide the County with as-built drawings that document all splice locations.

3.1 Fiber Optic Pull Boxes and Splice Boxes:

3.1.1 Materials

The Successful Bidder must ensure that all pull boxes and splice boxes are compatible with fiber optic cable and are approved by the County. Pull boxes and splice boxes that are stackable and are structurally designed to meet or exceed ANSI Tier 15 loading requirements shall be used.

The Successful Bidder shall ensure that all pull box and splice box covers comply with ASTM C857 and are a single piece providing a 20,000-pound gross vehicle weight capacity with a live load rating of 20,000 pounds as required for ANSI Tier 15 loading conditions.

All pull box and splice box covers shall include bolt holes and stainless steel hex head bolts to secure the cover to the box. Bolts shall be 0.375 inch in diameter with 16 unified coarse threads (UNC) for every 1 inch. The Successful Bidder shall ensure that covers and bolts seat flush when installed on the box and that covers are equipped with a minimum 0.5 inch by 2 inch lifting slot with lift pin.

The Successful Bidder shall ensure that all pull box and splice box covers include the words “**MANATEE COUNTY FIBER OPTIC SYSTEM**” permanently cast into their top surface. The manufacturer’s logo shall be stamped on each pull box cover. Markings shall be permanently affixed and clearly visible after installation.

3.1.2 Pull Box

The Successful Bidder shall ensure that all pull boxes have an open bottom and are constructed of polymer concrete consisting of an aggregate matrix bound together with a polymer resin. Box construction shall include internal reinforcement by means of steel, fiberglass, or a combination of the two. The pull box shall be equipped with a nonskid cover secured by hex head bolts and any other miscellaneous hardware required for installation or as shown in the plans. The Successful Bidder shall ensure that the minimum pull box size is approximately 2 feet wide by 3 feet long by 3 feet deep, or as required in the plans.

3.1.3 Splice Box

The Successful Bidder shall use 3’ x 5’ x 3’ splice boxes at all fiber optic splice locations, as shown in the plans, and at other locations as approved by the County. All splice boxes shall have an open bottom and be constructed of polymer concrete consisting of an aggregate matrix bound together with a polymer resin. Box construction shall include internal reinforcement by means of steel, fiberglass, or a combination of the two. The splice box shall be equipped with a nonskid cover secured by hex head bolts, cable racks and hooks, pulling eyes, and any other miscellaneous hardware required for installation or as shown in the plans.

All splice boxes shall be large enough to house coiled fiber optic cable without subjecting the cable to a bend radius less than 14 times the diameter of the largest cable in the box.

3.1.4 Installation Requirements

The Successful Bidder shall install all pull boxes and splice boxes according to the manufacturer’s recommendations and shall provide all pull boxes and splice boxes at final finish grade elevation. Pull box and splice box installation sites shall be excavated to a depth of 1 foot below the bottom of the box and replaced with a 1foot bed of pea rock or crushed stone at the excavation base prior to installing the box.

The box cover shall be flush with the existing finish grade after installation. Finish grade contour shall be tapered to provide drainage from the splice or pull box.

3.1.5 General Placement and Spacing

The Successful Bidder shall place pull boxes and splice boxes as detailed in plans and at the following locations unless directed otherwise by the County.

1. At all major fiber optic cable and conduit junctions.
2. Approximately every 2,500 feet in rural areas with any continuous section of straight conduit if no fiber optic cable splice is required.
3. At a maximum of 1,760 feet in metropolitan areas.
4. At each end of a tunnel and on each side of a river or lake crossing.
5. On each side of an aboveground conduit installation, such as an attachment to a bridge or wall.
6. At all 90-degree turns in the conduit system.

Pull boxes shall not be placed in roadways, driveways, parking areas, ditches, or public sidewalk curb ramps. Placing pull boxes and splice boxes on steep slopes where the cover cannot be leveled within a tolerance of 1 inch of drop to 1 foot of grade or in low-lying locations with poor drainage should be avoided.

3.1.6 Bonding and Grounding

The Successful Bidder shall ensure that pull box and splice box installation includes a bonding and grounding system including a driven rod that is a minimum of 10 feet in length and 0.75 inches in diameter. Grounding rod shall be constructed of copper clad steel and comply with the UL 467 standard.

Bonding conductors shall be bare solid AWG #6 copper wire. Splice and termination components shall meet or exceed the UL 467 requirements and are clearly marked with the manufacturer, catalog number, and conductor size. Grounding system shall comply with NEC requirements.

3.1.7 Material Removal and Restoration Specifications

The Successful Bidder shall provide all material, equipment, and labor for the removal of turf, earth, concrete/asphalt pavement, or other site specific material to be removed for box installation. Original turf, earth, concrete/asphalt pavement, or other site specific material shall be restored to its original condition once box installation is complete.

The Successful Bidder must perform compaction tests for each soil type encountered. Sufficient in-place density tests shall be provided to confirm the adequacy and uniformity of the compaction procedures as required by the governing authorities or right-of-way owners, or as shown in the plans. Compaction testing shall be performed by an independent agency at the Successful Bidder's expense.

4.1 Locate System:

4.1.1 Standard Route Marker

The Successful Bidder shall ensure that the SRM post is white with a top fitting cover that is orange with white lettering and graphics, or otherwise approved by the County. SRM shall be tubular configuration with both the marker post and the top fitting made from virgin Type 111 HDPE. Any fasteners used with the SRM shall be constructed of stainless steel.

All SRMs shall have a minimum outside diameter (OD) of 3.5 inches with 0.125 inch wall thickness and a minimum 10-foot length. The top fitting cover shall be a minimum of 1.5 feet long and have an OD of 3.75 inches with a 0.125 inch wall thickness. Each SRM shall provide a tensile strength of 4,200 pounds per square inch [29 megapascals] as required in the ASTM D638 standard. Each SRM shall be manufactured for use in temperatures range of -30 degree to 165 degree F. [-34 degree to 74 degree C.] as per the NEMA TS 2 standard.

The Successful Bidder shall ensure that an SRM installed at the minimum 2 foot depth withstands at least one (1) vehicle impact at 45 miles per hour by a car or truck weighing no less than 3,500 pounds. After impact, each post will return to an upright position within 10 degrees of vertical alignment within 30 seconds from the time of impact. All SRMs shall withstand a 12 gauge shotgun blast without penetration by any pellets when fired from a 50 foot distance.

The Successful Bidder shall ensure that route marker signs are labeled with a unique identification number as detailed in the plans or as approved by the County. As-built documentation shall be provided at the completion of installation that includes identification number and location of all installed route markers and correlates the marker to the fiber optic infrastructure that it signifies. (See Marker Post Detail)

4.1.2 Locate Wire Surge Protection

The Successful Bidder shall furnish and install a locate wire surge protection system as directed by the County. Locate wires shall be attached to a surge protection system dedicated to safely dissipating high transient voltages or other foreign electrical surges induced into the designating system. Grounding shall be provided through a stand-alone system that does not include electric power device grounding. The Successful Bidder shall ensure that the surge protection system normally allows signals generated by locate system transmitters to pass through the protection system without going to ground. The protection system shall automatically reset and pass locate system transmitter signals after the unit has grounded to dissipate over-voltages. The locate wire surge protection is intended for below- or above-grade applications.

The locate wire surge protection system shall be grounded to a driven rod within 10 feet of the system using a AWG #6 single conductor wire with green insulation. The locate wire surge protection shall be enclosed for protection from environmental hazards and accessible for connection of portable locate system transmitters. (See Locate Detail)

The Successful Bidder shall ensure that the locate wire surge protection system meets the following minimum standards for surge protection:

Surge Element	3-element maximum duty fail-safe gas tube.
Rating	40,000 A surge capacity (single-cycle, 8 by 20 microsecond waveform).
Life	Minimum 1,000 surges (1000 A to ground).
Fail-Safe	Integral fail-shortened device.
Insulation Resistance	1,000 megohm minimum at 100 volts of direct current (V_{DC}).
Clamp Voltages	a. Impulse at 100 Volts per Microsecond: Typically 500 volts. b. Direct Current: 300 to 500 volts.

5.1 Design Requirements

The Successful Bidder shall be responsible for providing a complete turn-key design for the installation of a complete, functional system. This shall include all necessary supporting components to produce the functional system, whether included in this specification or not. Detailed descriptions of all components/products shall be included as part of the system design/submittal documents and shall be subject to approval or request for modification by the County.

The Successful Bidder shall submit a list of all selected technologies/products; product cut sheets, selection alternatives, reasons for selection, and selected component locations and construction details to the County for review and approval prior to commencement of any materials procurement or contract installation. No device shall be procured or installed prior to this approval. The system components shall be new production products. Untried or prototype units shall not be acceptable.

5.1.1 Design and Construction Plan

The Successful Bidder shall provide a design and construction plan for the project and develop scheduling for each of the identified stages. The Design and Construction plan will identify all design methods and procedures to be utilized for each of the design phases and detail methods of construction for constructing of the project. No formal design may commence without formal written approval of the Design and Construction Plan by the County.

5.1.2 Stages

Through coordination with the County, the Successful Bidder shall develop an optimized construction staging plan, detailing the breakdown of each of the stages of the project. The stages shall be configured to optimize the design and construction processes, as well as minimize any impacts to the County.

The County shall participate in the development of the stages, as well as conduct a final review and approval of the stages prior to commencing with formal design activities.

5.1.3 Scheduling

The Design and Construction Plan will include scheduling for the project. The Successful Bidder shall develop a design and construction schedule for each of the stages. The schedule will specify all start and completion dates for the design and construction of each stage. The schedule will specify the start and completion dates for all design milestones, as well as define the start and completion dates for the construction of each stage.

5.1.4 Permits

The Successful Bidder will be responsible for obtaining all permits for the successful design and construction of the project from the County of Manatee, the City of Bradenton and the City of Palmetto.

5.1.5 Utilities

The Design and Construction Plan will identify methods and procedures to be used to identify existing utilities, identify possible conflicts or issues pertaining to existing utilities as well as procedures for addressing any conflicts or issues identified. The Successful Bidder shall fully define in the Design and Construction Plan a utility coordination plan that identifies the methods and procedures for utility coordination to be utilized by the Successful Bidder. The Design and Construction Plan shall include a listing of all utility companies located within the project limits, as well as primary points of contact for each of the utility companies.

5.1.6 Project Management

The Design and Construction Plan shall include a detailed project management plan. The project management plan shall identify all meetings and other management tasking to be included in the project. The project management plan shall define a communications plan and establish points of contact, including all contact information for each person included in the plan. Emergency contact information shall be included. The project management plan shall include a cost estimate template that is to be used for the construction cost estimates for each stage.

5.1.7 Survey

The Successful Bidder will be responsible for all survey work necessary to validate right-of-way for the project. The Successful Bidder shall be responsible for preparing base mapping with correct right-of-way data included.

5.1.8 Maintenance of Traffic Plan

The Successful Bidder will be required to develop a comprehensive Maintenance of Traffic Plan that defines all operational maintenance and traffic maintenance required during the entire length of each project. The Successful Bidder shall submit for review and formal approval two (2) copies of the proposed overall plan and methods for performing the work including a list of equipment and personnel anticipated for use to the County, (Infrastructure Inspections, Public Works), City of Palmetto, and FDOT. The Successful Bidder's safety and traffic plan shall show the proposed methods of ensuring safety and minimum interference with the normal flow of traffic on the travel lanes. Approval of the Successful Bidder's safety and traffic plan by the proper entities shall not relieve the Successful Bidder of responsibility or liability for injury to persons or damage to property caused by the operation of equipment and/or personnel.

The design shall include the preparation of all maintenance of traffic plans required for each of the project stages. The detailed plans or quote of FDOT indexes shall be developed in accordance to all applicable standards and specifications, as well as requirements defined in this Scope of Services.

5.1.9 Meetings

The Successful Bidder shall meet with the County and representatives to provide a plan of work, and the associated traffic management measures to be implemented for each project.

5.1.10 Lane Closures

As a general rule, lane closures will not be permitted between 6:00 am and 10:00 am and 3:00 pm and 7 pm., on any roadway on any day of the week unless approved by the County. If the Successful Bidder wants to close lanes on any roadway during hours other than those permitted, the Successful Bidder shall submit a request to the County with a detailed traffic control plan at least seven (7) calendar days prior to the desired closure date. Lane closures at times other than those permitted above will not be allowed without the written approval of the County.

If, in the opinion of the County any lane closure(s) causes extended traffic congestion, the County may direct the Successful Bidder to open any temporary lane closure(s) until traffic is returned to an acceptable flow as determined by the County.

5.1.11 Maintenance of Traffic Staffing

The Successful Bidder shall provide capable, experienced personnel with the ability to interpret traffic County representative standards and applications, and to make judgments in the field as situations warrant. Personnel shall be certified by the American Traffic Safety Services Association under its Worksite Traffic Supervisor Certification Program (or an equal approved by the County) and FDOT procedure 750-030-006(a), which are hereby incorporated by reference and made a part of the Invitation for Bid as if fully set forth herein. The Successful Bidder shall ensure that its workers and subcontractors use orange vests/garments conforming to ANSI/ISEA 107-1999 Standard Class 3 whenever workers

are within 15 feet of the edge of the travel way. Class 3 vest garments will be required for all speeds.

An off-duty law enforcement officer with a marked law enforcement vehicle shall be provided by the Successful Bidder at each location where lane closures are in effect unless otherwise approved by the County.

5.1.12 Traffic Control Devices

Traffic control devices, warning devices and barriers shall be kept in the correct position and clearly visible and clean at all times. Batteries in barricades equipped with flashers shall be checked and replaced if necessary to ensure proper operation. Damaged, defaced, or dirty devices or barriers shall immediately be repaired, replaced or cleaned as directed by the County.

The Successful Bidder shall be responsible for performing regular inspection (not less than every other day including weekends and holidays) of all traffic control devices installed and replacing all equipment and devices not conforming with the specified standards during that inspection.

6.1 Material Staging:

All staging of construction materials and equipment shall be the responsibility of the Successful Bidder. The County will not be able to provide staging locations.

7.1 Documentation:

The Successful Bidder shall be responsible for all project documentation necessary to fully document the project, including the design, materials used, construction, the as-built plans and the operations and maintenance of the constructed facilities. Project documentation shall include, but is not limited to:

- basemapping
- design plans,
- product information and specifications,
- maintenance of traffic plans,
- operations and maintenance manuals,
- record drawings (as-builts),
- cable testing results

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

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

8.1 Measurement and Payment

8.1.1. Scope

The intent of this section is to further define the items included in each Bid Item in the Bid Form section of the Invitation for Bid. Payment will be made based on the specified items included in the description in this section for each bid item.

8.1.1.2 All bid prices included in the Bid Form section will be full compensation for all shop drawings, working drawings, labor, materials, tools, equipment and incidentals necessary to complete the installation as shown on the Drawings and/or as specified in the Invitation for Bid to be performed under this Contract. Actual quantities of each item on a unit price basis will be determined upon completion of the installation in the manner set up for each item in this section of the Specifications. Payment for all items listed in the Bid Form will constitute full compensation for all work shown and/or specified to be performed under this Contract.

8.1.2. Estimated Quantities

The quantities shown are approximate and are given only as a basis of calculation upon which the award of the Contract is to be made. The County does not assume any responsibility for the final quantities, nor shall the Successful Bidder claim misunderstanding because of such estimated quantities. Final payment will be made only for satisfactorily completed quantity of each item.

8.1.3. Work Outside Authorized Limits

No payment will be made for work constructed outside the authorized limits of work.

8.1.4. Measurement Standards

Unless otherwise specified for the particular items involved, all measurements of distance shall be taken horizontally or vertically.

8.1.5. Area Measurements

In the measurement of items to be paid for on the basis of area of finished work, the lengths and/or widths to be used in the calculations shall be the final dimensions measured along the surface of the completed work within the neat lines or designated.

8.1.6. Lump Sum Items

Where payment of items is shown to be paid for a lump sum basis, no separate payment will be made for any item of work required to complete the lump sum items. Lump sum contracts shall be completed, tested and fully operable prior to request for final payment. Successful Bidder may be required to provide a break-down of the lump sum totals.

8.1.7. Unit Price Item

Separate payment will be made for the items of work described herein and listed on the Bid Form. Any related work not specifically listed, but required to satisfactory completion of the work shall be considered to be included in the scope of the appropriate listed work items.

No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work. Final payments shall not be requested by the Successful Bidder or made by the County until as-built (record) drawings have been submitted and approved by the County.

1. Shop Drawings, Work Drawings.
2. Clearing, grubbing and grading except as hereinafter specified.
3. Trench excavation, including necessary pavement removal and rock removal, except as otherwise specified.
4. Dewatering and disposal of surplus water.
5. Structural fill, backfill, and grading.
6. Replacement of unpaved roadways, and shrubbery plots.
7. Cleanup and miscellaneous work.
8. Foundation and borrow materials, except as hereinafter specified.
9. Testing and placing system in operation.
10. Any material and equipment required to be installed and utilized for the tests.
11. Pipe, structures, pavement replacement, asphalt and shell driveways and /or appurtenances included within the limits of lump sum work, unless **otherwise** shown.
12. Maintaining the existing quality of service during installation.
13. Maintaining or detouring of traffic.
14. Appurtenant work as required for a complete and operable system.
15. Seeding and hydro mulching, if required.

Bid Item #1 – Mobilization / Demobilization

Measurement and Payment for this Bid Item shall be full compensation for the required 100 percent (100%) Performance Bond, 100 Percent (100%) Payment Bond, and all required insurance and permits for the project and the Successful Bidder's mobilization and demobilization costs as shown in the Bid Form.

Mobilization shall be the preparatory work and operations in mobilizing for beginning work on the project; including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of temporary offices, storage buildings, safety equipment, first aid supplies, sanitary and other facilities, as required by the Contract and all applicable laws and regulations.

Demobilization shall be the work for removing temporary facilities from the project site and the approval of all as-built record drawings by the County representative.

Where payment of items is shown to be paid for at lump sum basis, no separate payment will be made for any item of work required to complete the lump sum items. Successful Bidder may be required to provide a break-down of the lump sum totals.

Payment for the mobilization/demobilization Bid Item shall not exceed 10 percent (10%) of the total Contract amount. Partial payments for this Bid Item will be made in accordance with the following schedule:

Percent of Original Contract Amount:	Percent Allowable Payment of Mobilization / Demobilization Bid Item Price:
5	25
10	35
25	45
50	50
75	75
100	100

Bid Item #2 – Maintenance of Traffic

Include all items required to safely maintain traffic throughout the transportation work zone with minimal inconvenience to the public. Where payment of items is shown to be paid for a lump sum basis, no separate payment will be made for any item of work required to complete the lump sum items. Lump sum contract shall be complete, tested and fully operable prior to request for final payment.

Bid Item #3 – Draka Part #(F-MDS1JKT-12-ES-012-E3) 12 – Count Cable

Payment for all work included in this Bid Item shall be made at the applicable contract unit price bid for furnishing and installing Draka 12 count cable as listed on the Bid Form. Measurement and Payment shall be made for the actual linear foot of cable successfully installed and will represent full compensation for all labor, materials, equipment and all incidentals required for the installation and testing of the equipment.

Bid Item #4 – Draka Part #(F-MDS1JKT-12-ES-024-E3) 24– Count Cable

Payment for all work included in this Bid Item shall be made at the applicable contract unit price for furnishing and installing Draka 24 count cable as listed on the Bid Form. Measurement and Payment shall be made for the actual linear foot of cable successfully installed and will represent full compensation for all labor, materials, equipment and all incidentals required for the installation and testing of the equipment.

Bid Item #5 – Draka Part #(F-MDS1JKT-12-ES-144-E3) 144 – Count Cable

Payment for all work included in this Bid Item shall be made at the applicable contract unit price bid for furnishing and installing Draka 144 count cable as listed on the Bid Form. Measurement and Payment shall be made for the actual linear foot of cable successfully installed and will represent full compensation for all labor, materials, equipment and all incidentals required for the installation and testing of the equipment.

Bid Item #6 – Installation of 2” HDPE Conduit

Payment for all work included in this Bid Item shall be made at the applicable contract unit price bid for furnishing and installation of 2” HDPE (Orange) conduit inner duct on all routes that do not otherwise already exist with an empty available conduit. Conduit system must comply with the requirements specified in Section 2. Installation of conduit shall be by directional bore, 2” with pullback. Measurement and Payment shall be made for the actual linear foot of conduit successfully installed and will represent full compensation for all labor, materials, equipment and all incidentals required for the installation and testing of the equipment.

Bid Item #7– Conduit Fittings

This bid item describes measurement and payment for the installation of conduit fittings. The quantity shall be per lump sum. This bid item includes, but is not limited to, bends, sweeps, bells, bushings, couplings caps, sealants, and all other incidental materials necessary to fully construct a complete telecommunications conduit system by the Successful Bidder.

Bid Item #8 – Installation of Pull Box

Payment for all work included in this Bid Item shall be made at the applicable contract unit price bid for furnishing and installation of a Pull Box and must comply with the requirements specified in Section 3. Measurement and Payment shall be made for the actual successfully installed Pull Box and will represent full compensation for all labor, materials, equipment and all incidentals required for the installation and testing of the equipment.

Bid Item #9 – Installation of Splice Box

Payment for all work included in this Bid Item shall be made at the applicable contract unit price bid for furnishing and installation of a Splice Box and must comply with the requirements specified in Section 3. Measurement and Payment shall be made for the actual successfully installed Splice Box and will represent full compensation for all labor, materials, equipment and all incidentals required for the installation and testing of the equipment.

Bid Item #10 – 2” Dura-Line Future Path HDPE Interduct w/7 Microducts

Payment for this Bid Item shall be paid for a lump sum basis. Exact quantity shall be determined by MCG ITS Department staff at a later date. Where payment of items is shown to be paid for on a lump sum basis, no separate payment will be made for any item of work required to complete the lump sum items. Lump sum contracts shall be completed, tested and fully operable prior to request for final payment.

Bid Item #11 – Wallbox, Stainless Steel (18” x 18” x 12”) No Locking

Payment for all work included in this Bid Item shall be made at the applicable contract unit price for furnishing and installation of the Wallbox Stainless Steel, no locking and must comply with the requirements specified herein. Measurement and Payment shall be made for the actual successfully installed Wallbox, Stainless Steel and will represent full compensation for all labor, materials, equipment and all incidentals required for the installation and testing of the equipment.

Bid Item #12 – Detectable Mule Tape

Detectable Mule Tape to be installed on an “as required basis”. Payment for all work included in this Bid Item shall be made at the applicable contract unit price for furnishing Detectable Mule Tape.

Bid Item #13 – Proof / Rod Conduit up to 2” with Pull Line Left in Place

Proof / Rod Conduit up to 2” with Pull Line left in place on an “as required basis”. Payment for all work including in the Bid item shall be made at the applicable contract unit price for furnishing Proof / Rod Conduit up to 2” with pull line left in place.

Bid Item #14 – Proof / Rod Conduit up to 4” with Pull Line Left in Place

Proof / Rod Conduit up to 4” with Pull Line left in place on an “as required basis”.

Payment for all work included in the Bid Item shall be made at the applicable contract unit price for furnishing Proof / Rod Conduit up to 4” with pull line left in place.

Bid Item #15 – Place Warning Tape

Warning Tape is to be installed on an “as required basis”. Payment for all work included in this Bid Item shall be made at the applicable contract unit price for placement of “Warning Tape”.

Bid Item #16 – Asphalt Cut and Patch (Square Yard)

Payment for all work included in this Bid Item shall be made at the applicable contract unit price bid for Asphalt Cutting and Patching as listed on the Bid Form. Measurement and Payment shall be made for the actual square yards of Asphalt Cut and Patched, successfully installed, and will represent full compensation for all labor, materials, equipment and all incidentals required for the installation and testing of the equipment.

Bid Item #17 – Remove Concrete (Up to 4” thick) (Square Yard)

Payment for all work included in this Bid Item shall be made at the applicable contract unit price bid for removing concrete as listed on the Bid Form. Measurement and Payment shall be made for the actual square yards of concrete removed (up to 4” thick), and will represent full compensation for all labor, materials, equipment and all incidentals required for the installation and testing of the equipment.

Bid Item #18 – Place Concrete (Up to 4” thick) (Square Yard)

Payment for all work included in this Bid Item shall be made at the applicable contract unit price bid for the placement of concrete as listed on the Bid Form. Measurement and Payment shall be made for the actual square yards of concrete placement (up to 4” thick), and will represent full compensation for all labor, materials, equipment and all incidentals required for the installation and testing of the equipment.

Bid Item #19 – Route Engineering and Permitting for Placement of Fiber Optic

Payment for this Bid Item shall be Lump Sum Pricing. Payment for all work included in this Bid Item provides for the Successful Bidder to provide route engineering for the placement of fiber optics and all required permitting. Where payment of item is shown to be paid for on a lump sum basis, no separate payment will be made for any item of work required to complete the lump sum items. Lump sum contracts shall be completed, tested and fully operable prior to request for final payment.

Bid Item #20 – Engineering and As-Builts for Placement of Fiber Optic

Payment for this Bid Item shall be Lump Sum Pricing. Payment for all work included in this item provides for the Successful Bidder to furnish all necessary design/engineering, testing of equipment, as-builts and any other incidentals required for a total, complete, turn-key installation of fiber optics at the Bradenton Area Convention Center. Lump sum contracts shall be completed, tested and fully operable prior to request for final payment. Successful Bidder may be required to provide a break-down of the lump sum totals.

Bid Item #21 – Miscellaneous Work and Cleanup

Payment for all work included under this Bid Item shall be made at Contract lump sum price bid listed in the Bid Form for any other miscellaneous work not specifically included for payment under other Bid Items obviously necessary to complete the Contract. Partial payments will be made based on the breakdown of the Bid Item in accordance with the Schedule of Values submitted by the Successful Bidder and approved by the County. Payment shall also include, but not limited to full compensation for project photographs, project signs, rubbish and spoil removal, repair, replacement or relocation of all signs, walls, testing of equipment, support personnel training, and any related items and all other items required to complete the project in accordance with the Invitation for Bid.

Bid Item #22 – Contract Contingency

Payment for all work under this Bid Item shall be made only at the County's discretion in order to satisfactorily complete the project in accordance with the Specifications.

B.02 SUCCESSFUL BIDDER RESPONSIBILITIES

1. Successful Bidder shall furnish and assume full responsibility for all materials, equipment, labor, transportation, storage, installation equipment and insurance, tools and incidentals necessary for completion of the work. The County shall not assume responsibility for lost or stolen belongings. No subcontracting is permitted without the prior written approval of the County.
2. Upon completion of any project / job, Successful Bidder shall notify Manatee County's Communications representative. The County shall inspect the work completed, and if the work is satisfactory, sign the original Work Order.
3. Successful Bidder shall be responsible for any damages to property as a result of the work. Restoration and costs incurred as a result are the responsibility of the Successful Bidder.
4. Should the Successful Bidder awarded this project become unable to perform work due to breakdown, equipment scheduling, lack of equipment or manpower, and/or time constraints, then the County may go to the next lowest qualified Bidder without penalty.
5. The work to be performed under this contract may interface with on-going projects. When this interfacing occurs, the Successful Bidder is to coordinate his work with that of other trades, agencies or utility companies so as to avoid interferences, delays and/or conflicts.
6. The Successful Bidder, 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.

B.03 WORKING HOURS

All work shall be performed during regular hours, Monday through Friday, between the hours of 7:00 am and 6:00 pm, excluding weekends and holidays.

Should weekend work or holiday work hours be required, Successful Bidder shall obtain prior permission in writing from the County.

B.04 EXAMINATION OF BID DOCUMENTS AND SITE(S)

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

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

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

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

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

END OF SECTION B

SECTION C
BASIS OF AWARD & MINIMUM QUALIFICATIONS

C.01 BASIS OF AWARD

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

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

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

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

C.02 MINIMUM QUALIFICATIONS OF BIDDERS

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

END OF SECTION C

SECTION D
GENERAL TERMS & CONDITIONS

D.01 CONTRACT FORMS

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

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

D.02 ASSIGNMENT OF CONTRACT

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

D.03 COMPLETION OF WORK

The Work will be completed and ready for final inspection within **180 calendar days** from the date the Contract Time commences to run.

D.04 LIQUIDATED DAMAGES

If the Successful Bidder refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will hinder its completion within the time specified, County may seek damages. The actual damages for delay will be impossible to determine and in lieu thereof, the Successful Bidder shall pay to County the sum of **\$1,074.00** as fixed, agreed, and liquidated damages for each calendar day of the delay until the Work is finally accepted by County and the Successful Bidder and his Surety shall be liable for the amount thereof.

D.05 PAYMENT

Successful Bidder may apply for partial payment on monthly estimates, based on the amount of the Work done or completed in compliance with the provisions of the resulting Contract. Successful Bidder shall submit an application, on a standard pay application form provided or approved by County, of an approximate estimate of the proportionate value of the Work done, items and locations of the Work performed up to and including the last day of the period then ending.

D.05 PAYMENT (Continued)

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

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

Time allowed for development of Punch List:

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

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

It is the Successful Bidder's responsibility for the care of the materials. Any damage to or loss of said materials is the full responsibility of the Successful Bidder. Any periodical pay estimate signed by the Successful Bidder shall be final as to the Successful Bidder 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 Successful Bidder warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to County at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter referred to as "Liens").

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

D.05 PAYMENT (Continued)

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

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

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

D.06 CONTRACT CONTINGENCY WORK

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

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

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

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

D.07 RETAINAGE

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

D.08 PROGRESS REQUIREMENTS

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

D.09 WARRANTY AND GUARANTEE PROVISIONS

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

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

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

D.10 MATERIALS AND WORKMANSHIP

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

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

D.11 PROJECT CLOSE-OUT

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

D.11 PROJECT CLOSE-OUT (Continued)

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

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

D.12 ROYALTIES AND PATENTS

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

D.13 AUTHORIZED PRODUCT REPRESENTATION

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

D.14 REGULATIONS

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

D.15 CANCELLATION

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

D.16 INDEMNIFICATION

The Successful Bidder covenants and agrees to indemnify and save harmless County, its agents and employees, from and against all claims, suits, actions, damages, causes of action, or judgments arising out of the terms of the resulting Contract for any personal injury, loss of life, or damage to the property sustained as a result of the performance or non-performance of services or delivery of goods; from and against any orders, judgments, or decrees, which may be entered against County, its agents or employees; and from and against all costs, attorney's fees, expenses and other liabilities incurred in the defense of any such claim, suit or action, and the investigation thereof. Nothing in the resulting Award, Contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of County as set forth in Florida Statutes § 768.28.

D.17 SUBSUCCESSFUL BIDDERS, SUPPLIERS AND OTHERS

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

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

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

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

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

D.18 MANUALS, SCHEMATICS, HANDBOOKS (IF APPLICABLE)

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

D.19 INSURANCE

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

a. Workers' Compensation/Employers' Liability

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

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

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

b. Commercial General Liability

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

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

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

D.19 INSURANCE (Continued)

c. Business Auto Policy

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

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

d. Property Insurance

If the resulting Contract includes construction of or additions to above ground buildings or structures, Successful Bidder shall provide "**Builder's Risk**" insurance with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).

e. Installation Floater

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

f. Certificates of Insurance and Copies of Policies

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

g. Complete Policies: The entire and complete insurance policies required herein shall be provided to County on request.

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

D.19 INSURANCE (Continued)

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

1. Represents that Bidder maintains, and will maintain during the term of any Contract arising from this solicitation, insurance coverage from responsible companies duly authorized to do business in the State of Florida and deemed acceptable to County, as set forth in this solicitation; and
2. Agrees that, insurance should not be cancelled without thirty (30) days notice to County and must be endorsed to provide same. Failure of Bidder to obtain and maintain proper amounts of insurance at all times as called for herein shall constitute a Material Breach of the resulting Contract, which may result in immediate termination.

i. Certification Requirements – In order for the certificate of insurance to be accepted it **must** comply with the following:

1. The certificate holder shall be:

**Manatee County Board of Commissioners,
A political subdivision of the State of Florida
P.O. Box 1000
Bradenton, FL 34206-1000
IFB#14-2265-OV, Fiber Optic Cable, Conduit and Pull
Box Installation and Interconnection at the Bradenton
Area Convention Center**

2. Certificate shall be mailed to:

**Manatee County Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205
Attn: Olga Valcich, CPPB, Contract Specialist**

D.20 BID BOND/CERTIFIED CHECK

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

D.21 PERFORMANCE AND PAYMENT BONDS

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

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

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

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

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

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

D.22 NO DAMAGES FOR DELAY

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

D.23 NO INTEREST

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

D.24 CONSTRUCTION OF CONTRACT

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

D.25 BE GREEN

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

END OF SECTION D

SECTION E
GENERAL CONDITIONS

ARTICLE 1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

Change Order - A document recommended by the Project Representative which is signed by Contractor and County and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Contract.

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

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

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

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

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

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

Contractor - The person, firm or corporation with whom County has entered into a Contract.

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

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

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

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

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

Excusable Delay - Any delay beyond the control and without the negligence of the Contractor, the County, or any other Contractor caused by events or circumstances such as, but not limited to, acts of God or of the public enemy, fires, floods, freight embargoes, acts of government other than County or epidemics. Labor disputes and above average rainfall shall give rise only to Excusable Delays.

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

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

Float or Slack Time - The time available in the progress schedule during which an unexpected activity can be completed without delaying Substantial Completion of the Work.

Inexcusable Delay - Any delay caused by events or circumstances within the control of the Contractor, such as inadequate crewing, slow submittals, etc., which might have been avoided by the exercise of care, prudence, foresight, or diligence on the part of the Contractor.

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

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

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

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

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

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

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

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

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

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

Pre-operation Testing - All field inspections, installation checks, water tests, performance tests and necessary corrections required of Contractor to demonstrate that individual components of the Work have been properly constructed and do operate in accordance with the Contract Documents for their intended purposes.

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

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

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

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

Schedule of Values – In the case of a total, lump sum Bid, unit prices shall be established for this Contract by the submission of a Schedule of Values. In the case of an itemized Bid, unit prices are the prices bid. The Contractor shall submit a Schedule of Values within ten (10) days of Notice to Proceed date. The schedule shall include quantities and prices of items equaling the Total Offer and will subdivide the Work into components in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work. Upon request of the County, the Contractor shall support the values with data which will substantiate their correctness.

Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for Contractor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by Contractor to illustrate material or equipment for some portion of the Work.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2. PRELIMINARY MATTERS

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

- 2.1 The Contractor must submit a proposed schedule of the Work at the Preconstruction Conference. The purpose of this schedule is to enable the County to govern the Work, to protect the functions of the local government and its citizens and to aid in providing appropriate surveillance. The County shall have the right to reschedule Work provided such rescheduling is in accordance with the remainder of the terms of the Contract. The schedule shall show, as a minimum, the approximate dates on which each segment of the Work is expected to be started and finished, the proposed traffic flows during each month, the anticipated earnings by the Contractor for each month and the approximate number of crews and equipment to be used. The County, after necessary rescheduling and obtaining additional information for specific

purposes, shall review and approve the schedule. The Contractor shall also forward to the County, as soon as practicable after the first day of each month, a summary report of the progress of the various parts of the Work under the Contract, in fabrication and in the field, stating the existing status, estimated time of completion and cause of delay, if any. Together with the summary report, the Contractor shall submit any necessary revisions to the original schedule for the County's review and approval. In addition, more detailed schedules may be required by the County for daily traffic control.

- 2.2 A Notice to Proceed may be given at any time within thirty (30) days after the Effective Date of the Contract. The Contract Time will commence at the time specified in such notice. Contractor shall start to perform the Work on the date specified in the Notice to Proceed, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.
- 2.3 If at any time the materials and appliances to be used appear to the County as insufficient or improper for securing the quality of Work required or the required rate of progress, the County may order the Contractor to increase his efficiency or to improve the character of his Work and the Contractor shall conform to such an order. The failure of the County to demand any increase of such efficiency of any improvement shall not release the County from its obligation to secure the quality of Work or the rate of progress necessary to complete the Work within the limits imposed by the Contract. The County may require the Contractor to remove from the Work such employees as the County deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the Work is deemed to be contrary to the County's interest.
- 2.4 The County reserves the right to let other Contracts in connection with this Work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and execution of their Work, and promptly connect and coordinate the Work with theirs.

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

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

Should a conflict exist within the Contract Documents, the precedence in order of authority is as follows: 1) Bid Summary, 2) Special Conditions, 3) General Conditions, and 4) Drawings.

Note: Computed dimensions shall govern over scaled dimensions.

- 3.2 It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for in the Contract Documents. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard Specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of County, Contractor or Engineer, or any of their agents or employees from those set forth in the Contract Documents.
- 3.3 The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:
- 3.3.1 A Written Amendment
 - 3.3.2 A Change Order
 - 3.3.3 An Administrative Contract Adjustment (ACA)
 - 3.3.4 A Work Directive Change
- 3.4 In addition, the requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized in one or more of the following ways:
- 3.4.1 Contract Contingency Work – Field Directive
 - 3.4.2 Engineer's approval of a Shop Drawing or sample

ARTICLE 4. CONTRACTOR'S RESPONSIBILITIES

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

Documents. Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours and Contractor will not permit overtime Work or the performance of Work on Saturday, Sunday or legal holiday without County's written consent given after prior notice to Engineer (at least seventy-two (72) hours in advance).

- 4.2.1 Contractor shall pay for all additional engineering charges to the County for any overtime Work which may be authorized. Such additional engineering charges shall be a subsidiary obligation of Contractor and no extra payment shall be made by County on account of such overtime Work. At County's option, overtime costs may be deducted from Contractor's monthly payment request or Contractor's Retainage prior to release of final payment.
- 4.3 Unless otherwise specified, Contractor shall furnish and assume full responsibility for all bonds, insurance, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.
- 4.4 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instruction of the applicable Supplier except as otherwise provided in the Contract Documents.
- 4.5 Contractor shall be fully responsible to County for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect Contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between County or Engineer and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of County to pay or to see to the payment of any monies due any such Subcontractor, Supplier or other person or organization.
- 4.6 Permits: Unless otherwise provided, Contractor shall obtain and pay for all construction permits and licenses. County shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all

governmental charges and inspection fees necessary for the prosecution of the Work.

- 4.7 During the progress of the Work, Contractor shall keep the premises free from accumulation of waste materials rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials and shall leave the site clean and ready for occupancy by County. Contractor shall restore to original conditions all property not designated for alteration by the Contract Documents.
- 4.8 Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.
- 4.9 Safety and Protection: Contractor shall comply with the Florida Department of Commerce Safety Regulations and any local safety regulations. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:
- 4.9.1 all employees on the Work and other persons and organizations who may be affected thereby;
- 4.9.2 all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
- 4.9.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.
- 4.9.4 Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for the protection required by public authority or local conditions. Contractor shall provide reasonable maintenance of traffic way for the public and preservation of the County's business, taking into full consideration all local conditions. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed.

4.10 Emergencies: In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from Engineer or County, is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variation.

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

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

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

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

ARTICLE 5. COUNTY'S RESPONSIBILITIES

- 5.1 County shall furnish the data required of County under the Contract Documents promptly and shall make payments to the Contractor within a reasonable time after the Work has been accepted by the County. Payment shall be made no more than twenty (20) business days if County is its own Engineer of Record or twenty-five (25) business days if outside agent approval is required after the pay estimate has been approved by the agent for the County. The form of all submittals, notices, Change Orders and other documents permitted or required to be used or transmitted under the Contract Documents shall be determined by the County/Engineer. Standard County forms shall be utilized.
- 5.2 The County shall provide the lands upon which the Work under this Contract is to be done, except that the Contractor shall provide all necessary additional land required for the erection of temporary construction facilities and storage of his materials, together with right of access to same.
- 5.3 The County shall have the right to take possession of and use any completed portions of the Work, although the time for completing the entire Work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents.

ARTICLE 6. CHANGES IN THE WORK

- 6.1 Without invalidating the Contract and without notice to any Surety, County may, at any time, order additions, deletions or revisions in the Work. These will be authorized by a Written Amendment, a Change Order, or a Work Directive Change. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- 6.2 Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented.
- 6.3 County and Contractor shall execute appropriate Change Orders, or Written Amendments, covering changes in the Work which are ordered by County, or which may be required because of acceptance of defective Work.
- 6.4 At any time Engineer may request a quotation from Contractor for a proposed change in the Work and within twenty-one (21) calendar days after receipt, Contractor shall submit a written and detailed proposal for an increase or decrease in the Contract Price or Contract Time for the proposed change. Engineer shall have twenty-one (21) calendar days after receipt of the detailed proposal to respond in writing. The proposal shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in

sufficient detail to reasonably permit an analysis by Engineer of all material, labor, equipment, subcontracts, overhead costs and fees, and shall cover all Work involved in the change, whether such Work was deleted, added, changed or impacted. Notwithstanding the Request for Quotation, Contractor shall carry on the Work and maintain the progress schedule. Delays in the submittal of the written and detailed proposal will be considered non-prejudicial.

ARTICLE 7. CHANGE OF CONTRACT PRICE

- 7.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at his expense without change in the Contract Price.
- 7.2 The Contract Price may only be changed by Change Order or by a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party. Notice of the amount of the claim with supporting data shall be delivered within ten (10) days from the beginning of such occurrence and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event.
- 7.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways, at the County's discretion:
- 7.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, cost will be determined by application of such unit prices to the quantities of the items involved.
- 7.3.2 By mutual acceptance of lump sum.
- 7.3.3 On the basis of the cost of the Work, plus a 15% Contractor's fee for overhead and profit. (Contractor shall submit an itemized cost breakdown together with supporting data.)
- 7.4 Either County or Contractor may make a claim for an adjustment in the Contract Price. The unit price of an item of Unit Price Work shall be subject to re-evaluation and adjustment under the following conditions:
- 7.4.1 If the total cost of a particular item of Unit Price Work amounts to 5% or more of the Contract Price and the variation in the quantity of the particular item of Unit Price Work performed by Contractor differs by more than 15% from the estimated quantity of such item indicated in the Contract; and

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

ARTICLE 8. CHANGE OF CONTRACT TIME

- 8.1 Contract Time may only be changed by a Change Order or a Written Amendment. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making the claim to the other party. Notice of the extent of the claim with supporting data shall be delivered within fifteen (15) days from detection or beginning of such occurrence and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event.
- 8.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of Contractor. Such delays shall include, but not be limited to, acts or neglect by County or others performing additional Work; or to fires, floods, epidemics, abnormal weather conditions or acts of God.
- 8.3 All time limits stated in the Contract Documents are of the essence.

ARTICLE 9. WARRANTY, TEST/INSPECTION, CORRECTION

- 9.1 Contractor warrants, for a minimum period of three (3) years or as otherwise stated herein, and guarantees to County that all Work will be in accordance with the Contract Documents and will not be defective; that County, representatives of County, and governmental agencies with jurisdictional interests will have access to the Work at reasonable time for their observation, inspecting and testing (Contractor shall give Engineer timely notice of readiness of the Work for all required approvals and shall assume full responsibility, including costs, in obtaining required tests, inspections, and approval certifications and/or acceptance, unless otherwise stated by County).
- 9.2 If any Work (including work of others) that is to be inspected, tested, or approved is covered without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice. Neither observations by

Engineer nor inspections, tests, or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

- 9.3 If the Work is defective, or Contractor fails to supply sufficient skilled workers, or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof and terminate payments to the Contractor until the cause for such order has been eliminated. Contractor shall bear all direct, indirect and consequential costs for satisfactory reconstruction or removal and replacement with non-defective Work, including, but not limited to fees and charges of engineers, architects, attorneys and other professionals and any additional expenses experienced by County due to delays to other Contractors performing additional Work and an appropriate deductive Change Order shall be issued. Contractor shall further bear the responsibility for maintaining schedule and shall not be entitled to an extension of the Contract Time and the recovery of delay damages due to correcting or removing defective Work.
- 9.3.1 If Contractor fails within seven (7) days after written notice to correct defective Work, or fails to perform the Work in accordance with the Contract Documents, or fails to comply with any other provision of the Contract Documents, County may correct and remedy any such deficiency to the extent necessary to complete corrective and remedial action. County may exclude Contractor from all or part of the site, take possession of all or part of the Work, Contractor's tools, construction equipment and machinery at the site or for which County has paid Contractor but which are stored elsewhere. All direct and indirect costs of County in exercising such rights and remedies will be charged against Contractor in an amount approved as to reasonableness by Engineer and a Change Order will be issued incorporating the necessary revisions.
- 9.3.2 If within three (3) years after the date of completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to County and in accordance with County's written instructions, either correct such defective Work or if it has been rejected by County, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instruction, County may have the defective Work corrected or removed and all direct, indirect and consequential costs of such removal and replacement will be paid by Contractor.

ARTICLE 10. SUSPENSION OR TERMINATION OF WORK

- 10.1 County reserves the right to suspend the Work, or any portion thereof, at any time without cause for a period not to exceed ninety (90) days by written notice to Contractor, which will fix the date on which Work will be resumed. Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if Contractor makes an approved claim therefore.
- 10.1.1 If Work is suspended by County for a period that exceeds ninety (90) days; or if Work is suspended by an order of court or other public authority; or if County fails to pay Contractor, then Contractor may, upon seven (7) days written notice to County, terminate the Contract and recover payment for all Work executed.
- 10.1.2 In lieu of terminating the Contract, if the Engineer has failed to act on any Application for Payment or County has failed to make any payment as aforesaid, Contractor may, upon seven (7) days written notice to County, stop the Work until payment of all amounts then due have been received.
- 10.2 County reserves the right, after giving seven (7) days written notice, to terminate this Contract if:
- 10.2.1 Contractor persistently fails to perform the Work in accordance with the Contract Documents;
- 10.2.2 Contractor disregards laws or regulations of any public body having jurisdiction;
- 10.2.3 Contractor commences a voluntary case under any chapter of the Bankruptcy Code or any similar action by filing a petition under any other federal or state law relating to bankruptcy or insolvency;
- 10.2.4 Contractor has a petition filed against them under any chapter of the Bankruptcy Code or similar relief under any other federal or state law;
- 10.3 County may exclude Contractor from the site and take possession of the Work and of all Contractor's tools, construction equipment and machinery at the site and use same to the full extent they could be used (without liability to Contractor for trespass or conversion); incorporate in the Work all materials and equipment stored at the site or for which County has paid Contractor but which are stored elsewhere, and finish the Work as County may deem expedient.
- 10.3.1 Contractor shall not be entitled to receive any further payment beyond an amount equal to the value of material and equipment not incorporated in the Work, but delivered and suitably stored, less the aggregate of payments previously made.

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

ARTICLE 11. CONTRACT CLAIMS & DISPUTES

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

ARTICLE 12. RESIDENT PROJECT REPRESENTATIVE - DUTIES, RESPONSIBILITIES

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

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

- 12.2.11 Consider and evaluate Contractor's suggestions or modifications in drawings or Contract Documents and report them with recommendations to County.
- 12.2.12 Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and sample submissions, reproductions of original Contract Documents including all Addenda, Change Orders, field orders, additional drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports and other project related documents.
- 12.2.13 Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions; list of visiting officials and representatives or manufacturers, fabricators, Suppliers and distributors; daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to County.
- 12.2.14 Record names, addresses and telephone numbers of all Contractors, Subcontractors and major Suppliers of materials and equipment.
- 12.2.15 Furnish Engineer periodic reports as required of progress of the Work and Contractor's compliance with the approved progress schedule and schedule of shop drawing submissions.
- 12.2.16 Consult with Engineer in advance of scheduling major tests, inspections or start of important phases of the Work.
- 12.2.17 Report immediately the occurrence of any accident.
- 12.2.18 Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to Engineer, noting particularly their relation to the Schedule of Values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
- 12.2.19 During the course of the Work, verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed, and deliver this material to County for his review prior to final acceptance of the Work.
- 12.2.20 Before Engineer issues a certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.

12.2.21 Conduct final inspection in the company of County and/or Engineer and Contractor and prepare a Punch List of items to be completed or corrected. Reference Florida Statutes § 218.735(7).

12.2.22 Verify that all items on final list have been completed or corrected and make recommendations to County concerning acceptance.

12.3 Except upon written instructions of Engineer, Resident Project Representative:

12.3.1 Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment;

12.3.2 Shall not exceed limitations on Engineer's authority as set forth in the Contract Documents;

12.3.3 Shall not undertake any of the responsibilities of Contractor, Subcontractors or Contractor's superintendent, or expedite the Work;

12.3.4 Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents;

12.3.5 Shall not advise on or issue directions as to safety precautions and programs in connection with the Work;

12.3.6 Shall not authorize County to occupy the project in whole or in part; and

12.3.7 Shall not participate in specialized field or laboratory tests.

ARTICLE 13. APPRENTICES

13.1 If successful Contractor employs apprentices, he shall be governed and comply with the provisions of Fla.Stat. § 446.011.

NOTE: The form of all submittals, notices, Change Orders and other documents permitted or required to be used or transmitted under the Contract shall be determined by the County. Standard County forms shall be utilized.

END OF SECTION E

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

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

ARTICLE 1. WORK

CONTRACTOR shall furnish all labor, materials, supplies, and other items required to complete the Work for **IFB #14-2265-OV, Fiber Optic Cable, Conduit and Pull Box Installation and Interconnection at the Bradenton Area Convention Center** in strict accordance with Contract Documents and any duly authorized subsequent Addenda thereto, all of which are made a part hereof.

ARTICLE 2. COMPENSATION

As compensation to CONTRACTOR, COUNTY shall pay and CONTRACTOR will accept as full consideration for the performance of all Work required by **IFB#14-2265-OV, Fiber Optic Cable, Conduit and Pull Box Installation and Interconnection at the Bradenton Area Convention Center**, subject to additions and deductions as provided therein, the sum of **\$insert Award amount including contingency dollars** based on a completion time of **180** calendar days.

ARTICLE 3. LIQUIDATED DAMAGES

Time is of the essence in this CONTRACT. As of the date of this CONTRACT, the damages that will be suffered by COUNTY in the event of CONTRACTOR'S failure to timely complete the Work are impossible to determine. In lieu thereof, it is agreed that if CONTRACTOR fails to achieve Final Completion of the Work within **180** calendar days of issuance of the Notice to Proceed (accounting, however, for any extensions of time

granted pursuant to approved Change Orders), CONTRACTOR shall pay to COUNTY, as liquidated damages (and not as a penalty), the sum of \$1,074.00 per calendar day for each day beyond 180 days until CONTRACTOR achieves Final Completion. COUNTY shall have the option of withholding said liquidated damages from any pay application(s) thereafter submitted by CONTRACTOR. Alternatively, CONTRACTOR shall immediately pay said sums to COUNTY upon COUNTY'S demand for same.

ARTICLE 4. ENGINEER

The COUNTY of MANATEE, Information Technology Department , is responsible as COUNTY and designed this Project and is responsible for technical/engineering reviews and decisions.

All communications involving this Project will be addressed to: Mr. Bill Kersey, Network Infrastructure Manager. All invoicing will be addressed to the attention of: Mr. Bill Kersey.

Mr. Bill Kersey, Infrastructure Manger
Information Technology Department
1112 Manatee Avenue West, 7th Floor
Bradenton, FL 34205

**ARTICLE 5. CONTRACTOR'S
REPRESENTATIONS**

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

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

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

ARTICLE 6. CONTRACT DOCUMENTS

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

- 6.1 This CONTRACT and Bid Document **14-2265-OV**
- 6.2 Invitation for Bid #14-2265-OV, in its entirety
- 6.3 Public Construction Bond Form and Insurance Certificate(s)
- 6.4 Drawings/Plans (not attached)
- 6.5 Addendum number insert Addendum # to insert Addendum # inclusive
- 6.6 CONTRACTOR'S Bid Form
- 6.7 Reports
- 6.8 The following, which may be delivered or issued after the Effective Date of the CONTRACT and are not attached hereto: all written Change Orders and other documents amending, modifying, or supplementing the Contract Documents.

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

ARTICLE 7. DISPUTE RESOLUTION

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

ARTICLE 8. NO WAIVER

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

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

ARTICLE 9. NO THIRD-PARTY BENEFICIARIES

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

ARTICLE 10. GOVERNING LAW, JURISDICTION AND VENUE

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

ARTICLE 11. FORCE MAJEURE

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

ARTICLE 12. MISCELLANEOUS

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

CONTRACT
IFB #14-2265-OV

IN WITNESS WHEREOF, the parties hereto have caused this **CONTRACT IFB #14-2265-OV** to be duly executed by their authorized representatives.

CONTRACTOR

By: _____

Print Name & Title of Signer

Date: _____

COUNTY OF MANATEE, FLORIDA

By: _____

Melissa M. Wendel, CPPO
Purchasing Official

Date: _____

**MANATEE COUNTY GOVERNMENT
PUBLIC CONSTRUCTION BOND**

Bond No. _____
(Enter bond number)

BY THIS BOND, We _____, located at _____, as
(Name of Contractor) (Address)

Principal and _____, a corporation, whose address is
(Name of Surety)

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

WHEREAS, the Contractor has entered into Contract No. #14-2265-OV with the County for the project titled Fiber Optic Cable, Conduit and Pull Box Installation and Interconnection at the Bradenton Area Convention Center, with conditions and provisions as are further described in the aforementioned Contract, which Contract is by reference made a part hereof for the purposes of explaining this bond.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs Contract No. #14-2265-OV, between Principal and County for construction of

Fiber Optic Cable, Conduit and Pull Box Installation and Interconnection at the Bradenton Area Convention Center, the Contract being made a part of this bond by reference, at

(Title of Project)

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

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

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

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

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

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

DATED ON _____.

CONTRACTOR AS PRINCIPAL

SURETY

Company Name

Company Name

Signature

Signature

Print Name & Title

Print Name & Title

(Corporate Seal)

(Corporate Seal)

AGENT or BROKER

Company Name

Address

Telephone

Licensed Florida Insurance Agent? Yes No

License #: _____

State of: _____

County of: _____

City of: _____

**BID FORM
(Submit in Triplicate)**

Section 00300 / IFB #14-2265-OV

INSTALLATION OF FIBER OPTIC, CABLE, CONDUIT SYSTEM, PULL BOXES, BRADENTON AREA CONVENTION CENTER					
ITEM NO.	DESCRIPTION	U/M	QTY	UNIT PRICE	EXTENDED PRICE
1	Mobilization / Demobilization	LS	1		
2	Maintenance of Traffic	LS	1	\$	\$
3	Draka Part #(F-MDS1JKT-12-ES-012-E3) 12-Count Cable	FT	5000	\$	\$
4	Draka Part #(F-MDS1JKT-12-ES-024-E3) 24 - Count Cable	FT	5000	\$	\$
5	Draka Park # (F-MDS1JKT-12-ES-144-E3) 144-Count Cable	FT	5000	\$	\$
6	2" HDPE (Orange) conduit / Installation by Directional Bore (2", with pullback)	FT	5000	\$	\$
7	Conduit Fittings	LS	1	\$	\$
8	Pull Box - 2 Ft Wide X 3 Ft Long by 3 Ft Deep	EA	10	\$	\$
9	Splice Box - 3 Ft Wide X 5 Ft Long x 3 Ft Deep	EA	10	\$	\$
10	2" Dura-line FuturePath HDPE Innerduct W/7 Microducts	LS	1	\$	\$
11	Wallbox Stainless Steel (18" X 18" X 12") No Locking	EA	10	\$	\$
12	Place Detectable Mule Tape	FT	5000	\$	\$
13	Proof / Rod Conduit up to 2" With Pull Line Left in Place	FT	5000	\$	\$

Bidder: _____

Authorized Signature: _____

**BID FORM
(Submit in Triplicate)**

Section 00300 / IFB #14-2265-OV

INSTALLATION OF FIBER OPTIC, CABLE, CONDUIT SYSTEM, PULL BOXES, BRADENTON AREA CONVENTION CENTER					
ITEM NO.	DESCRIPTION	U/M	QTY	UNIT PRICE	EXTENDED PRICE
14	Proof / Rod Conduit up to 4" With Pull Line Left in Place	FT	5000	\$	\$
15	Place Warning Tape	FT	5000	\$	\$
16	Asphalt Cut and Patch (Square Foot)	SQ. YD.	100	\$	\$
17	Remove Concrete up to 4" Thickness (Per Square Foot)	SQ. YD.	100	\$	\$
18	Place Concrete up to 4" Thickness (Per Square Foot)	SQ YD.	100	\$	\$
19	Route Engineering and Permitting for Placement of Fiber Optic	LS	1	\$	\$
20	Engineering and As-Builts for Placement of Fiber Optic	LS	1	\$	\$
21	Miscellaneous Work and Cleanup	LS	1	\$	\$
	TOTAL BASE BID - BASED ON A COMPLETION TIME OF 180 CALENDAR DAYS			\$	\$
22	CONTRACT CONTINGENCY (Used only with County Approval)			10% of Total Base Bid	\$
	GRAND TOTAL - BASED ON A COMPLETION TIME OF 180 CALENDAR DAYS				\$

Bidder: _____

Authorized Signature: _____

BID FORM
(Submit in triplicate)

**For: IFB#14-2265-OV, Fiber Optic, Conduit and Pull Box Installation and
Interconnection at the Bradenton Area Convention Center**

Total Offer: \$ _____
Based on a completion time of 180 calendar days

Only one (1) schedule for completion of the Work shall be considered. Only one Award shall be made.

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

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

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

Bidder's Name: _____

Mailing Address: _____

Telephone: () _____ Fax: () _____

Email Address: _____

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

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

Authorized Signature(s): _____

Name and Title of Above Signer(s): _____

Date: _____

MAILING LABEL

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

MAILING LABEL TO AFFIX TO OUTSIDE OF SEALED BID PACKAGE:

SEALED BID - DO NOT OPEN

SUCCESSFUL BIDDER:

SEALED BID NO: IFB #14-2265-OV

**BID TITLE: Fiber Optic Cable, Conduit and Pull Box Installation
and Interconnection at the Bradenton Area Convention Center**

DUE DATE/TIME: _____ @ _____

FORM A
BIDDER'S QUESTIONNAIRE
(Submit in Triplicate)

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

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID

1. Contact Information:

License #: _____

License Issued to: _____

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

Company Name: _____

Physical Address: _____

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

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

Email address: _____

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

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

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

For how many years? _____

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

Is this firm in bankruptcy? _____

BIDDER: _____

6. Provide / attach a description of your business, background and size. Include a statement of qualifications that includes your business' professional credentials and experience in providing the service required in this Invitation for Bid. A minimum of five (5) projects shall be provided where this specific type of Work was performed.

7. Provide documentation that the Bidder and / or Subcontractor has performed Fiber Optical Cable, Conduit and Pullbox Installation and Interconnection for a minimum of three (3) years and the Bidder and / or Subcontractor performing the work is trained and certified by the manufacturer in the Draka JETnet Fiber Optic Installation.

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

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

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

BIDDER: _____

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

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

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

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

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

Surety's Name: _____

Address: _____

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

Agent's Name: _____

Address: _____

Phone: _____

Email: _____

BIDDER: _____

FORM B
PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

**SWORN STATEMENT PURSUANT TO ARTICLE V,
MANATEE COUNTY PURCHASING ORDINANCE**

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

This sworn statement is submitted to the Manatee County Board of County Commissioners by

_____ [Print individual's name and title]

_____ for _____ [print name of entity submitting sworn statement]

whose business address is _____

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

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

- (1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
- (2) been convicted of an agreement or collusion among Bidders or prospective Bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
- (3) been convicted of a violation of an environmental law that, in the sole opinion of County's Purchasing Official, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
- (4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or
- (5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such an entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

(Continued)

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

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

[Signature]

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 2014 by _____

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

Notary Public Signature My commission expires _____

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

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

FORM C
SWORN STATEMENT
THE FLORIDA TRENCH SAFETY ACT

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

1. This Sworn Statement is submitted with IFB No. 14-2265-OV
2. This Sworn Statement is submitted by _____ whose business address is _____ and, if applicable, its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of _____ the individual signing this sworn statement _____.
3. Name of individual signing this Sworn Statement is: _____, Whose relationship to the above entity is: _____.
4. The Trench Safety Standards that will be in effect during the construction of this Project shall include, but are not limited to: Laws of Florida, Chapters 90-96, TRENCH SAFETY ACT, and OSHA RULES AND REGULATIONS 29 CFR 1926.650 Subpart P, effective October 1, 1990.
5. The undersigned assures that the entity will comply with the applicable Trench Safety Standards and agrees to indemnify and hold harmless County and County representative, and any of their agents or employees from any claims arising from the failure to comply with said standard.
6. The undersigned has appropriated the following costs for compliance with the applicable standards:

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

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

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

 (AUTHORIZED SIGNATURE / TITLE)

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

Notary Public, State of Florida: _____

My commission expires: _____



R. B. "Chips" Shore

CLERK OF THE CIRCUIT COURT AND COMPTROLLER OF MANATEE COUNTY

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

E PAYABLES APPLICATION

Company
name _____

Contact
person _____

Phone
number _____

Email
Address _____

FINANCE USE ONLY

Open orders: YES or NO

PEID _____

CREATE DATE _____

CONFIRMED WITH _____

Name and phone number

IFAS _____

BANK _____

INITIALS _____

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

Revised: June 26, 2013

"Pride in Service with a Vision to the Future"

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

ATTACHMENT "1"

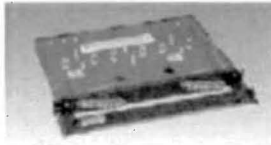
CommScope 600G2-1-U-IP-FX

Product Specifications



600G2-1-U-IP-FX
Material ID: 760055475

G2 1U Fixed Adapter Panel Shelf



CHARACTERISTICS

Dimensions

Depth	355.6 mm 14.0 in
Height	44.45 mm 1.75 in
Width	482.6 mm 19.0 in
Weight	3.3 kg 7.2 lb

General Specifications

Brand	SYSTEMAX®
Product Type	Adapter panel shelf
Rack Units	1
Shelf Movement	Fixed
Application	Accepts three 1000-type adapter panels or InstaPATCH® Plus DM2 modules Accepts two RoloSplices with three trays each

Regulatory Compliance/Certifications

Agency
RoHS 2002/95/EC
ISO 9001:2000

Classification
Compliant
Compliant



SYSTEMAX®
SOLUTIONS
www.commscope.com


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All trademarks identified by ® or ™ are registered trademarks or trademarks, respectively, of CommScope.
All specifications are subject to change. See www.commscope.com for the most current information.

page 1 of 1
3/12/2010

ATTACHMENT "2"
Disk Marker

DISK MARKER DETAILS

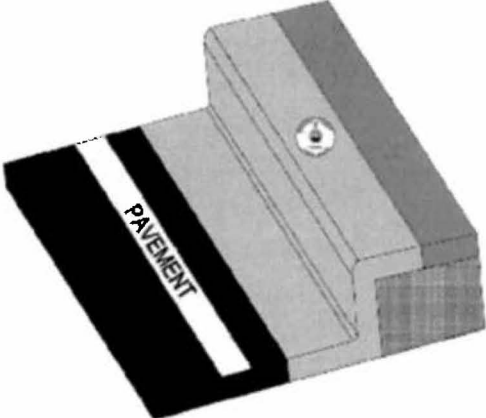
DETAIL "A"
TOP VIEW




DISK MARKER DETAIL

DETAIL "B"
TOP VIEW

NOTE: TO BE PLACE ON TOP OF STREET CURBING WITH EPOXY GLUE
TO BE INSTALLED ON ALL HARD SURFACE PAVEMENTS



**DISK MARKER
DETAIL INSTALLATION**



DATE	
DESIGNED BY	
DRAWN BY	
CHECKED BY	
IN CHARGE	
BY	
DATE	
SCALE	
ORIGIN	
VECTAL	
SHEET	OF
SHEET # Mark Detail	

ATTACHMENT "3"

Installation Detail of Locate Terminal Inside Handhole

