



Lee County Board of County Commissioners
DIVISION OF PROCUREMENT MANAGEMENT

INFORMAL QUOTE

Quote No.: IFB230198WCD

Quote Name: Lee County Marsh Fence Replacement/Repair-Post Hurricane Ian

Response Deadline
Date/Time: Thursday, April 13, 2023 Time: 2:30 PM

Method of Response:

- **E-Mail** to: wdennard@leegov.com

- **Direct Delivery** to:
Lee County Procurement Management
2115 Second Street, 1st Floor
Fort Myers, FL 33901

All submission documents must be provided to Lee County in one submission package

Contact: Willie Dennard Title Procurement Analyst

Phone: (239) 533-8831 Email: wdennard@leegov.com

Requesting Dept. Parks/Recreation & Sports Infrastructure

Pre-Quote Conference:
Type: No meeting scheduled at this time

FUNDED IN PART OR IN WHOLE BY:
Federal Emergency Management Agency (FEMA)
 Vendors are required to comply in accordance with
 Federal Grant Requirements, 2 CFR part 200,
 terms, conditions, and specifications.

SPECIAL CONDITIONS, SCOPE OF WORK & SPECIFICATIONS

1. TERM

- 1.1. From the Notice to Proceed or the Purchase Order date, whichever applies: 60 calendar days to final completion.
- 1.2. Before starting work, the Vendor shall submit to the requesting department a schedule for project completion.
- 1.3. The Vendor shall start work within fourteen (14) days following Board approval and shall complete the work in the time established in the agreement.

2. BASIS OF AWARD

- 2.1. The basis of award shall be determined by the lowest ***Project Total*** of the most responsive, responsible, and qualified Vendor meeting all bid specifications.

3. PROJECT FUNDING NOTICE

- 3.1. As notice to all Vendors, this project may be funded in whole or in part with Federal and State funds through the Federal Emergency Management Agency (FEMA). The Vendor agrees to abide by and comply with all Federal terms, conditions, provisions, certifications, affidavits, or otherwise as applicable and stated within this solicitation package and further agrees to incorporate all such clauses, provisions, and regulations into any sub-contracted agreements or relationships Vendor creates to support Vendor's services to the County under this Agreement.

4. LOCAL VENDOR PREFERENCE EXCLUSION

- 4.1. The Lee County Local Vendor Preference Ordinance has been waived for this solicitation and all references contained herein and non-applicable to this solicitation and subsequent Agreement and/or Purchase Order.

5. FEMA REIMBURSEMENT

- 5.1. Work completed under this Agreement may be reimbursed by FEMA as a result of an emergency or disaster. The Vendor agrees to abide by and comply with all Federal terms, conditions, provisions, certifications, affidavits, or otherwise as applicable and stated within this solicitation package. Vendors are required to comply in accordance with Federal Grant Requirements, 2 CFR part 200, terms, conditions, and specifications.

6. CONDUCT

- 6.1. Vendor agrees that all of its officers, employees and representatives shall conduct themselves in a professional manner and shall communicate with County employees and members of the public in a civil manner whenever conducting County business. All aspects of Vendor's performance, including complaints received from the public, may impact the County's decision to renew or terminate this Agreement in accordance with the provision contained here. Vendor shall remove or suspend, or further investigate, their employees for any act of violence, sexual harassment, substance abuse, or act of bigotry/prejudice.

7. TERMS & CONDITIONS

- 7.1. The Construction General Conditions & Purchase Order terms and conditions shall apply to this project and can be found at <https://www.leegov.com/procurement/essential-policy-and-procedures1>

8. QUOTE SUBMISSION

- 8.1. Quote submitted by Vendor shall be good for a minimum of ninety (90) days.
 - 8.1.1. Certifications included in this package shall be completed by Vendor and submitted to the County with quote.
 - 8.1.2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
 - 8.1.3. Certification Regarding Lobbying
 - 8.1.4. E-Verify Affidavit

9. INSURANCE REQUIREMENTS

- 9.1. Insurance shall be provided by the awarded Vendor. Prior to execution of the Agreement/Contract a certificate of insurance (COI) complying with the bid documents shall be provided by the bidder/vendor. Minimum insurance requirements may be found at <https://www.leegov.com/procurement/essential-policy-and-procedures1>

10. ADDITIONAL REQUIREMENTS

- 10.1. It shall be the Vendor's responsibility to ensure there is no additional information available regarding this solicitation.

11. SCOPE OF WORK & SPECIFICATIONS

- 11.1. The Lee County Board of County Commissioners (BOCC) desires to obtain services from skilled and qualified Vendor to provide labor and materials as required for the vegetation removal, fence repair and replacement as listed on four (4) listed Lee County properties that sustained damage due to Hurricane Ian.
- 11.2. The Vendor shall remove trees, shrubs, etc., within the four (4) locations listed in the solicitation. Trees, shrubs that have fallen into County property from private parcels shall be cut at the property line. Vendor is only responsible for vegetation within Lee County project boundaries.
- 11.3. The Vendor shall provide the plans, materials, fabrication, labor, supervision, equipment, tools, travel, fuel costs, removal of refuse from Lee County property, site prep, and disposal of refuse necessary to perform the services required in accordance with the proposal documents or as defined prior to repairs by an authorized Lee County representative.
- 11.4. The Vendor shall be solely responsible for examining the area(s) identified on the maps provided in the solicitation document to arrive at an accurate cost determination for the work involved during the time allotted for final completion.
- 11.5. The Vendor shall examine any and all peculiarities and limitations of the spaces available and shall exercise due caution to ensure that all parts of the work are preformed quickly, and that easy accessibility is maintained for maintenance purposes. Before proceeding with the requested work, the Vendor shall check and verify all dimensions and shall assume all responsibility for the fitting of their equipment and materials to other equipment and/or structures.
- 11.6. The Vendor shall use new materials that match existing fence as close as feasible. If it is found that the perimeter fencing area is irreparable, the Vendor shall install pylons and fencing of "like" material as replacement.
- 11.7. If it is found that the perimeter fencing of project area is irreparable, the Vendor is responsible for installing pylons and fencing of "like" materials as replacement.
- 11.8. The Vendor shall remove trees, shrubs, etc., within the project boundaries as needed to repair/replace damage fence.
- 11.9. Damaged to County property (e.g., parking areas, walkways, lawns, and play structures) caused by the Vendor shall be the sole responsibility of the Vendor to repair the damage at no cost to the County.
- 11.10. The Vendor shall exercise care to avoid damaging wetlands adjacent to the project area, including non- nuisance plants, damage to public or private property, roadways, structures, utilities, sprinklers, septic systems, and fencing. Vendor shall replace at not cost to Lee County non-exotic and non- nuisance plants damaged.

- 11.11. The Vendor shall be required to obtain access to and across all properties needed for the debris and vegetation removal, as well as properties necessary for the storage of equipment, and temporary stockpiling of removed debris and vegetation.
- 11.12. The Vendor shall not use wetlands for parking, equipment storage, or staging areas.
- 11.13. The Vendor shall conduct all work with adequate safety precautions so as not to present undue hazards to the public or to workers on site.

12. PRE-BID / SITE VISIT

- 12.1. A pre-bid will not be held for this project. However, this does not relieve Vendor from completing all due diligence necessary to obtain details required to provide adequate and sufficient pricing and address their questions or concerns regarding the project. Vendors are responsible for examining the area(s) identified on the maps provided by the department to arrive at an accurate cost determination for the work involved in this solicitation.
- 12.2. Vendors with questions shall submit questions in writing within eight (8) days prior to the bid opening to the contact listed on the front page of this document. Vendor is advised not to discuss the project in great detail with personnel on the job site while reviewing the damaged areas in accordance with this solicitation. Only information issued by the Procurement Management office through written addendum shall be considered binding. All other information shall be received at the risk of the Vendor. All addendum(s) shall be posted and obtained from www.lee.gov/procurement . It is solely the Vendor's responsibility to check the website for updates and/or posted addendums. No notifications will be sent by Lee County Procurement Management Division.

13. PRICING:

- 13.1. Vendor shall provide actual price to County for the items specified on the Bid Proposal form included with this solicitation. Vendor is required to bid on all line items to be considered eligible for award. Failure to bid all line items will deem your company as non-responsive. Vendor is required to bid all groups.
- 13.2. The Vendor may utilize existing and/or remaining material found on site as feasible and appropriate. All work and materials whether pre-existing or new shall be completed to meet applicable and appropriate building, manufacture, and warranty (if any) regulations.
- 13.3. All materials necessary to complete repair and/or replacement of damaged fencing to include, but not be limited to posts, terminal posts, attachments, and rails will not be paid for separately, but shall be included in the contract price.
- 13.4. The excavation and back fill of post holes will not be paid for separately but shall be included in the contract price.
- 13.5. The Vendor will be responsible for the proper offsite disposal of all fencing material collected during this project. The removal of refuse from Lee County property, site preparation, and disposal of refuse necessary to perform the services required will not be paid for separately but shall be included in the contract price.
- 13.6. The Vendor is hereby informed and shall understand that at some locations shrubs, brush, weeds, and other vegetation may be encountered that must be removed in order to make the necessary repairs. The clearing of shrubs, brush, weeds, and other vegetation shall be considered incidental with no additional compensation provided. All work shall be done in a neat and workmanlike manner and to the satisfaction of the County.

14. PROJECT LOCATIONS

- 14.1. Damage does not span the entirety of each site listed in the solicitation, County staff has performed post site assessments as indicated in the solicitation documents.

14.2. County locations known to have received damage and expected to receive repairs under this contract are listed below:









15. Fencing Type, A and B (see attachment) located on pages 23 – 27.

End of Scope of Work and Specifications Section

**SUPPLEMENTAL CONDITIONS AND CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS**

1. FEDERAL FUNDING

- 1.1 When property or services are procured using funds derived from a Federal grant or Agreement whether direct to the County or “pass-through” from another entity, the County is required to and will follow the Federal procurement standards in the “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, 2 C.F.R. Part 200, Sections 200.317 through 200.327.
- 1.2 CONTRACTOR, further referred to as CONSULTANT/CONTRACTOR/VENDOR within this section, shall work with the County under this Agreement to assure that it will comply with the following statutes and regulations to the extent applicable:
- (1) 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Appendix II
 - (2) The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
 - (3) Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
 - (4) 31 CFR Part 25 Rules and Procedures for Funds Transfers

Contract Cost and Price: For every procurement in excess of the Simplified Acquisition Threshold, including contract modifications, the County shall perform a cost or price analysis in connection with every procurement subject to Federal procurement guidelines, which shall include an independent estimate of cost prior to issuing bids or proposals. For proposals where price is not considered in the award, profit shall be negotiated as a separate element of the price. In determining whether profit is fair and reasonable, the County shall consider the complexity of work, the risk to be borne by the contractor, the contractor’s investment, the amount of subcontracting necessary, the quality of the contractor’s record and past performance, and industry profit rates for the surrounding geographical area. “Cost Plus Percentage” methods for determining profit may not be used.

2. EQUAL EMPLOYMENT OPPORTUNITY

2.1. During the performance of this contract, the contractor agrees as follows:

- 2.1.1. The CONSULTANT/CONTRACTOR/VENDOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONSULTANT/CONTRACTOR/VENDOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT/CONTRACTOR/VENDOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2.1.2. The CONSULTANT/CONTRACTOR/VENDOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT/CONTRACTOR/VENDOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 2.1.3. The CONSULTANT/CONTRACTOR/VENDOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about,

discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONSULTANT/CONTRACTOR/VENDOR's legal duty to furnish information.

- 2.1.4. The CONSULTANT/CONTRACTOR/VENDOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONSULTANT/CONTRACTOR/VENDOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 2.1.5. The CONSULTANT/CONTRACTOR/VENDOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 2.1.6. The CONSULTANT/CONTRACTOR/VENDOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 2.1.7. In the event of the CONSULTANT/CONTRACTOR/VENDOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONSULTANT/CONTRACTOR/VENDOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 2.1.8. The CONSULTANT/CONTRACTOR/VENDOR will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-CONSULTANT/CONTRACTOR/VENDOR. The CONSULTANT/CONTRACTOR/VENDOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the CONSULTANT/CONTRACTOR/VENDOR becomes involved in, or is threatened with, litigation with a sub-CONSULTANT/CONTRACTOR/VENDOR as a result of such direction, the CONSULTANT/CONTRACTOR/VENDOR may request the United States to enter into such litigation to protect the interests of the United States.

3. MAINTENANCE OF RECORDS/ACCESS TO RECORDS

- 3.1. The CONSULTANT/CONTRACTOR/VENDOR will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this agreement. Said records and documentation will be retained by the CONSULTANT/CONTRACTOR/VENDOR for a minimum of five (5) years from the date of termination of this agreement, or for such period is required by law.
- 3.2. CONSULTANT/CONTRACTOR/VENDOR shall provide, when requested, access by the County, Federal granting agency, the Comptroller General of the United States, or any of their duly authorized representatives to

any books, documents, papers, and records of the CONSULTANT/CONTRACTOR/VENDOR which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- 3.3. CONSULTANT/CONTRACTOR/VENDOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 3.4. CONSULTANT/CONTRACTOR/VENDOR agrees to provide the GRANT AGENCY Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.
- 3.5. CONSULTANT/CONTRACTOR/VENDOR shall retain all records associated with this solicitation and any agreements that are created in response to the solicitation for a period of no less than five (5) years after final payments and all other pending matters are closed.
- 3.6. The County and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the County deems necessary during the period of this agreement, and during the period as set forth in the paragraphs above; provided, however, such activities shall be conducted only during normal business hours of the CONSULTANT/CONTRACTOR/VENDOR and at the expense of the County.

4. DHS SEAL, LOGO, AND FLAGS

- 4.1. The CONSULTANT/CONTRACTOR/VENDOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific GRANT AGENCY pre-approval.

5. LOCAL VENDOR PREFERENCE EXCLUSION:

- 5.1. Local Vendor Preference Ordinance has been waived for this service/purchase request and any and all references contained herein are non-applicable to this request and subsequent contract and/or purchase order(s).

6. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, and EXECUTIVE ORDERS

- 6.1. This is an acknowledgment that GRANT AGENCY financial assistance will be used only to fund the services requested. The CONSULTANT/CONTRACTOR/VENDOR will comply with all applicable federal law, regulations, executive orders, GRANT AGENCY policies, procedures, and directives.

7. NO OBLIGATION BY THE FEDERAL GOVERNMENT

- 7.1. The Federal Government is not a party to this solicitation and is not subject to any obligations or liabilities to the non-Federal entity, CONSULTANT/CONTRACTOR/VENDOR, or any other party pertaining to any matter resulting from the Solicitation.

8. FRAUD and FALSE OR FRAUDULENT OR RELATED ACTS

- 8.1. The CONSULTANT/CONTRACTOR/VENDOR acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the CONSULTANT/CONTRACTOR/VENDORS actions pertaining to this solicitation.

9. SUBCONTRACTS

- 9.1. The selected firm must require compliance with all federal requirements of all sub-CONSULTANT/CONTRACTOR/VENDORS performing work for Prime

CONSULTANT/CONTRACTOR/VENDOR under this Agreement, by including these federal requirements in all contracts with sub-CONSULTANT/CONTRACTOR/VENDORS.

10. CONFLICT OF INTEREST

10.1. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officers, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from CONSULTANT/CONTRACTOR/VENDORS or parties to subcontracts.

11. EMPLOYMENT ELIGIBILITY VERIFICATION SYSTEM (E-VERIFY)

11.1. Statutes and Executive Orders require employers to abide by the Immigration laws of the United States and to employ only individuals who are eligible to work in the United States. The Employment Eligibility Verification System (E-Verify) operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) to provides an internet-based means of verifying employment eligibility of workers in the united States; it is not a substitute for any other employment eligibility verification requirements.

11.2. Sub-CONSULTANT/CONTRACTOR/VENDOR requirement: Vendors shall require all subcontracted vendors to flow down the requirement to use E-Verify to sub-CONSULTANT/CONTRACTOR/VENDORS.

11.3. It shall be the vendor's responsibility to familiarize themselves with all rules and regulations governing this program.

11.4. For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/E-Verify>.

12. ENERGY POLICY AND CONSERVATION ACT

12.1. CONSULTANT/CONTRACTOR/VENDOR must follow any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

13. SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

13.1. CONSULTANT/CONTRACTOR/VENDOR must take all necessary steps identified in 2 C.F.R. 321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

13.1.1 Place qualified small and minority businesses and women's business enterprises on solicitation lists.

13.1.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

13.1.3 Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

13.1.4 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.

- 13.1.5 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises.
- 13.1.6 Requiring the prime CONSULTANT/CONTRACTOR/VENDOR, if subcontracts are to be let, to take the five previous affirmative steps.

14. DOMESTIC PREFERENCES FOR PROCUREMENT (2 C.F.R. § 200.322)

14.1. As appropriate and to the greatest extent consistent with law, state and non-state entities should, to the greatest extent practicable under its GRANT AGENCY award, provide a preference for the purchase of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. 2 C.F.R. § 200.322 also provides specific definitions for “Produced in the United States” and “manufactured products” that states should review.

15. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS OR SERVICES (2 C.F.R. § 200.216)

15.1. 2 C.F.R. § 200.216 prohibits state and non-state entities from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system as identified in Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. See Prohibitions on Expending GRANT AGENCY Award Funds for Covered Telecommunications Equipment or Services-Interim Policy for additional information.

16. TERMINATION FOR CAUSE AND/OR CONVENIENCE

16.1. The County, by written notice to the CONSULTANT/CONTRACTOR/VENDOR, may terminate this Agreement with or without cause (for convenience), in whole or in part, when the County determines in its sole discretion that it is in the County’s best interest to do so. In the event of termination, the CONSULTANT/CONTRACTOR/VENDOR will not incur any new obligations for the terminated portion of the Agreement after the CONSULTANT/CONTRACTOR/VENDOR has received notification of termination.

16.2. If the Agreement is terminated before performance is completed, the CONSULTANT/CONTRACTOR/VENDOR shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount that is the same percentage of the Agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the County and shall be turned over promptly by the CONSULTANT/CONTRACTOR/VENDOR.

17. SUSPENSION AND DEBARMENT

17.1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONSULTANT/CONTRACTOR/VENDOR is required to verify that none of the CONSULTANT/CONTRACTOR/VENDOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates

(defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. §180.935).

- 17.2. The CONSULTANT/CONTRACTOR/VENDOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 17.3. This certification is a material representation of fact relied upon by the awarded CONSULTANT/CONTRACTOR/VENDOR. If it is later determined that the CONSULTANT/CONTRACTOR/VENDOR did not comply with 2 C.F.R. pt.180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Lee County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 17.4. The CONSULTANT/CONTRACTOR/VENDOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

18. RECOVERED MATERIALS

- 18.1. In the performance of this contract, the CONSULTANT/CONTRACTOR/VENDOR shall make maximum use of products containing recovered material that are EPA-designated items unless the product cannot be acquired:
 - Competitively within a timeframe providing for compliance with the contract performance schedule;
 - Meeting contract performance requirements; or
 - At a reasonable price.
- 18.2. Information about this requirement is available EPA'S Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/> The list of EPA- designate items is available at <http://www.epa.gov/cpg/products/htm>

19. REMEDIES

- 19.1. In the event the CONSULTANT/CONTRACTOR/VENDOR fails to satisfactorily perform or has failed to adhere to the terms and conditions under this Agreement, the County may, upon fifteen (15) calendar days written notice to the CONSULTANT/CONTRACTOR/VENDOR and upon the CONSULTANT/CONTRACTOR/VENDOR's failure to cure within those fifteen (15) calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:
 - 19.1.1. Withhold or suspend payment of all or any part of a request for payment.
 - 19.1.2. Require that the CONSULTANT/CONTRACTOR/VENDOR refund to the County any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
 - 19.1.3. Exercise any corrective or remedial actions, to include but not be limited to:
 - 19.1.4. Requesting additional information from the CONSULTANT/CONTRACTOR/VENDOR to determine the reasons for or the extent of non-compliance or lack of performance;
 - 19.1.5. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected;
 - 19.1.6. Advising the CONSULTANT/CONTRACTOR/VENDOR to suspend, discontinue or refrain from incurring costs for any activities in question; or

19.1.7. Requiring the CONSULTANT/CONTRACTOR/VENDOR to reimburse the County for the amount of costs incurred for any items determined to be ineligible.

20. OTHER REMEDIES AND RIGHTS

- 20.1. Pursuing any of the above remedies will not keep the County from pursuing any other rights or remedies, which may be otherwise available under law or in equity. If the County waives any right or remedy in this Agreement or fails to insist on strict performance by the CONSULTANT/CONTRACTOR/VENDOR, it will not affect, extend or waive any other right or remedy of the County, or affect the later exercise of the same right or remedy by the County for any other default by the CONSULTANT/CONTRACTOR/VENDOR.
- 20.2. Unless otherwise provided by the Contract, all claims, counterclaims, disputes and other matters in question between the County and the CONSULTANT/CONTRACTOR/VENDOR arising out of or relating to the Agreement between the parties, or the breach of it, that cannot be resolved by and between the parties after conferring in good faith, will be decided by a court of competent jurisdiction pursuant to Florida law. If such dispute is in state court, venue shall be in the Twentieth Judicial Circuit Court in and for Lee County, Florida. If in federal court, venue shall be in the U.S. District Court for the Middle District of Florida, Ft. Myers Division.

21. CONTRACT WORK HOURS & SAFETY STANDARDS (40 U.S.C. 3701-3708)

- 21.1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 21.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- 21.3. Withholding for unpaid wages and liquidated damages. The State of Florida Division of Emergency Management shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- 21.4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

22. CLEAN AIR ACT

- 22.1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 22.2. The contractor agrees to report each violation to the GRANT AGENCY and the Regional Office of the Environmental Protection Agency and understands and agrees that the GRANT AGENCY and the Regional Office of the Environmental Protection Agency will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 22.3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by GRANT AGENCY.

23. FEDERAL WATER POLLUTION CONTROL ACT

- 23.1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 23.2. The contractor agrees to report each violation to the GRANT AGENCY and the Regional Office of the Environmental Protection Agency and understands and agrees that the GRANT AGENCY and the Regional Office of the Environmental Protection Agency will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 23.3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by GRANT AGENCY.

24. BYRD ANTI-LOBBYING AMENDMENT

- 24.1. CONSULTANT/CONTRACTOR/VENDORS who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

25. CHANGES

- 25.1. Modifications to alter the method, price, or schedule of the work for any reason shall be completed following the terms and provisions of the associated contract documents. No changes to the contract documents or the performance provided shall be made unless the same are in writing and signed by both the CONSULTANT/CONTRACTOR/VENDOR and the County.

26. COPYRIGHT AND DATA RIGHTS

- 26.1. CONSULTANT/CONTRACTOR/VENDOR grant to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the CONSULTANT/CONTRACTOR/VENDOR will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. 102, for example, any written

reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the CONSULTANT/CONTRACTOR/VENDOR will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

End of Supplemental Conditions

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

CONSULTANT/CONTRACTOR/VENDOR Covered Transactions

- (1) The prospective CONSULTANT/CONTRACTOR/VENDOR, _____ of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

CONSULTANT/CONTRACTOR/VENDOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor/Consultant, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor/Consultant's Authorized Official

Name & Title of Contractor/Consultant's Authorized Official

Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
4040-0013

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name: _____ * Street 1: _____ Street 2: _____ * City: _____ State: _____ Zip: _____ Congressional District, if known: _____		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: _____ _____ _____		
6. * Federal Department/Agency: _____	7. * Federal Program Name/Description: _____ CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant: Prefix: _____ * First Name: _____ Middle Name: _____ * Last Name: _____ Suffix: _____ * Street 1: _____ Street 2: _____ * City: _____ State: _____ Zip: _____		
b. Individual Performing Services (including address if different from No. 10a) Prefix: _____ * First Name: _____ Middle Name: _____ * Last Name: _____ Suffix: _____ * Street 1: _____ Street 2: _____ * City: _____ State: _____ Zip: _____		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the ter above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. * Signature: _____ * Name: Prefix: _____ * First Name: _____ Middle Name: _____ * Last Name: _____ Suffix: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-87)

Attachment: Immigration Law Affidavit Certification

This Affidavit is required and should be signed by an authorized principal of the firm, notarized and submitted with County Procurements where applicable. Further, Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, upon request by County personnel. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company.

Lee County will not intentionally award County contracts to any vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

Lee County may consider the employment by any vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by Lee County.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at any time upon request by the County.

Company Name _____

Print Name _____ Title _____

Signature _____ Date _____

State of _____

County of _____

The foregoing instrument was signed and acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, 20__ by

_____ who has produced _____ as identification.
(Print or Type Name) (Type of Identification)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of these Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.



PROCUREMENT MANAGEMENT DEPARTMENT
BID/PROPOSAL FORM

COMPANY NAME: _____

SOLICITATION: IFB230198WCD – Fencing – Lee County Marsh Fence Replacement/Repair

This page serves as a header/placeholder only. Please refer to the Excel document provided with the solicitation for the complete Bid Schedule. The Excel document contains formulas for convenience; however, it is the Vendor’s responsibility to verify all pricing and calculations are CORRECT. Lee County is not responsible for errors in formulas or calculations contained within Excel document(s).

REMINDER: In the event there is a discrepancy between the total quoted amount, or the extended amounts and the unit prices quoted, the unit prices will prevail, and the corrected sum will be considered the quoted price.

The COUNTY will only accept bids submitted on bid forms provided by the COUNTY. Bids submitted on other forms, other than those provided by the COUNTY, will deem Bidder as non-responsive and ineligible for award.

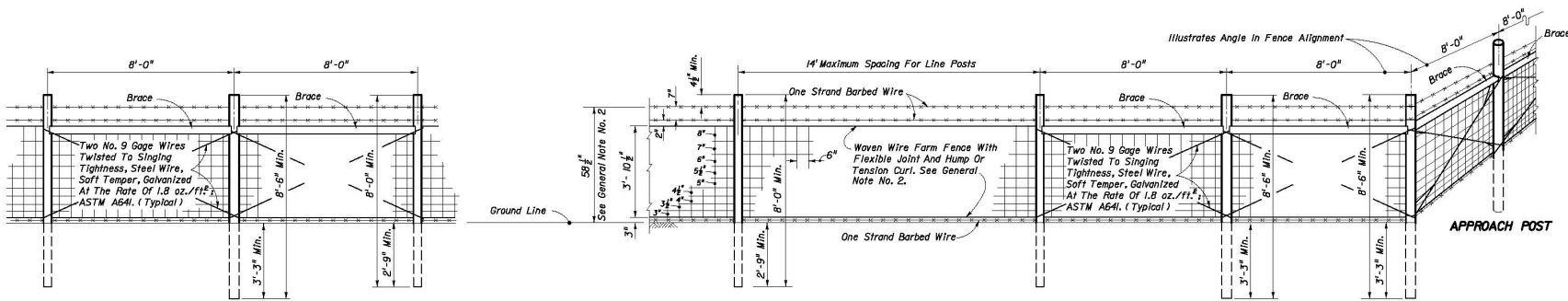
Bidders may not adjust or modify data provided within the Bid Schedule. Bids received with modified data may deem the Bidder as non-responsive and ineligible for award.

PLEASE ENSURE you have provided a printed copy of the Bid Schedule with your hard copy submission packages and provided the excel version with your digital submission package.

Authorized Representative Name (Print Name)

Authorized Representative Signature

Date

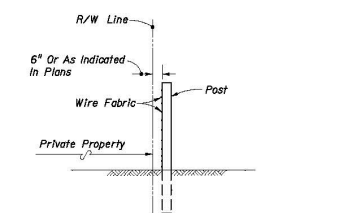


LINE POST PULL POST LINE POST LINE POST LINE POST APPROACH POST CORNER OR END POST

Note: Timber Post Illustrated.

GENERAL NOTES

- This fence to be provided generally in rural areas. For supplemental information see Section 550 of the FDOT Specifications.
- Fabric shall be woven wire, either galvanized steel, meeting the requirements of ASTM A165, No. 9 Farm, Design Number 1047-6-9, with Class 3 zinc coating, or aluminum coated steel, meeting the requirements of ASTM A584, No. 9 Farm, Design Number 1047-6-9, with a minimum coating weight of 0.40 oz./ft.². For additional information see payment note below.
- Fence shall be installed with wire side to private property except on horizontal curves greater than 3° the fence shall be installed so as to pull against all posts.
- Posts may be either timber, steel, recycled plastic or concrete. Unless a specific post material is called for in the plans, the Contractor may elect to use either a single material or a combination of timber, steel, recycled plastic or concrete materials. Line posts of one material may be used with corner, pull and end post assemblies of a different material. Line posts of only one optional material and pull post assemblies of only one optional material will be permitted between corner and end post assemblies. Within individual corner and end post assemblies only one optional material will be permitted.
- Timber posts shall meet the material requirements of Specification Section 954. Timber line posts are to be minimum 4" diameter. Timber corner, pull, approach and end posts are to be a minimum 5" diameter. Timber braces are to be minimum 4" diameter.
 - Staples for line posts to be 1 1/2" minimum lengths for approach, corner and end posts 1 1/2" minimum lengths. At approach, corner and pull posts, staple every line wire. At line posts, staple every line wire in top half and alternate line wires in bottom half. Staples shall be driven diagonally across the line wire with the points in separate grains.
 - Connections between timber posts and braces to be provided by dowels as shown in fastener details.
 - Wire to be wrapped and lited, as shown in the splice details, at the following locations:
 - All end posts, (b) Corner post, including the assemblies at vertical breaks of 15° or more and (c) Pull posts where the wire is not spliced and pulled through the assembly; see General Note 18.
- Steel posts and braces shall be standard steel posts, galvanized at the rate of 2 oz./ft.², together with necessary hardware and wire clamps and meeting the following requirements:
 - Line posts: 8' long, 1.33 lbs./ft., roll formed studling anchor plate attached (23 In.²).
 - Approach posts: 2 1/2' x 2 1/2' x 3/4" angles, 8' long, fabricated for attaching brace; with necessary hardware, clamps, etc.
 - Pull, end and corner posts: 2 1/2' x 2 1/2' x 3/4" angles, 8' long, fabricated for attaching brace; with necessary hardware, clamps, etc.
 - Braces: 2" x 2" x 1/4" angles with necessary hardware and fabricated for attaching to post.
 - The pull, corner, approach and end posts are to be set in concrete as per detail. (Also see Note No. 15)
- Recycled plastic posts shall meet the material requirements of specification Section 572 and be one of the products included on the Qualified Products List current at the time of installation. Plastic posts shall have a minimum section of 4" round or 4" square. Plastic posts shall not be used as corner, pull, end or approach posts unless such use is specifically detailed in the plans. Plastic posts can be set by either digging and tamped backfill or by driving into full depth preformed holes 1/8" to 3/8" smaller than cross section of post. Staples for fabric and barbed wire connection to plastic line posts shall be the same size, count and location as that for timber posts.
- The Contractor, at his option, may use any suitable precast or prestressed concrete posts; however, approval by the Engineer, of posts shown on this index, will be required prior to construction of the fence. Precast posts shall be Class I concrete. Prestressed posts shall be Class III concrete. Lengths of concrete post to be as indicated for timber posts.
- Aluminum post, braces and accessory framing hardware shall not be used unless the plans specifically detail their application or the Engineer specifically approves their incorporation in fence construction or repair. Aluminum framed gates are permitted as described in General Note 19.
- The woven wire shall be attached to steel and concrete posts by a minimum of five tie wires. The single wire ties shall be applied to the top, bottom and three intermittent line wires. The ends of each tie wire shall have a minimum of two tight turns around the line wire. Tie wires shall be steel wire not less than 0.200" diameter, zinc coating Class 3, soft temper, in accordance with ASTM A641.
- Steel Barbed Wire can be either of the following types:
 - Type I: This type shall conform to the requirements of ASTM A121, with two strands of 12 1/2 gage wire; four-point bars, wire size 14 gage, twisted around both line wires and, Class 3 coating.
 - Type II: This type same as Type I except the two strand wires are twisted in alternating directions between consecutive bars.
 Aluminum Barbed Wire shall be fabricated of two strands of 0.110-inch wire with 0.08-inch diameter four-point bars spaced at approximately 5 1/2", and at a maximum spacing of 6". The wire for the strands and for the bars shall be of ASTM B211M Alloy 5052-H38 or equal.
- The woven wire shall be stretched only until one-half the tension curl has been pulled out of the line wires.
- Posts to be set by driving or digging. If by digging, the posts shall be set at the center of the hole and the soil tamped securely on all sides.
- Longer posts than those indicated above may be required by the plans or for deeper installations.
- Concrete bases for angular steel posts (pull, corner, end and approach) shall be Class I as specified in Section 347. Materials for Class I concrete may be proportioned by volume and/or by weight.
- Pull post assemblies shall be installed at approximately 330' centers except that this maximum interval may be reduced by the Engineer on curves where the radius is less than 3'.
- Corner post assemblies are to be installed at all horizontal and vertical breaks in fence of 15° or more.
- A maximum length of 1320' of wire may be installed as a unit. For pulls through a pull post assembly the fabric shall be spliced by crimping sleeves only. Pulls through a corner post assembly will not be permitted.
- Unless otherwise called for in the plans gates shall be commercially available metal swing gates assembled and installed in accordance with the manufacturer's specifications as approved by the Engineer. Chain link swing gates in accordance with Index No. 802 may be substituted for metal swing gates as approved by the Engineer. Gate size is full opening width whether single leaf or double leaves. Payment for gates shall include the gate, single or double, all necessary hardware for installation and any additional length and/or size for posts at the opening. Gates shall be paid for under the contract unit price for Fence Gates, EA.
- For construction purposes, assemblies are defined as follows: End post assemblies shall consist of: one end post, one approach post, two braces, four diagonal tension wires and all necessary fittings and hardware. Pull post assemblies shall consist of: one pull post, two braces, four diagonal tension wires and necessary fittings and hardware. Corner post assemblies shall consist of: one corner post, two approach posts, four braces, eight diagonal tension wires and all necessary fittings and hardware.
- All posts, braces, tension wires, fabric, tie wires, Class I concrete, and all miscellaneous fittings and hardware to be included in the cost for Fencing, LF. Fencing shall be inclusive of the lengths of pull, end and corner post assemblies, but exclusive of gate widths.



FENCE POSITION AT LOCATIONS WITHOUT FRONTAGE ROADS
(REFER TO DETAIL PLANS FOR FENCE POSITION AT LOCATIONS WITH FRONTAGE ROADS)

DESIGN NOTE

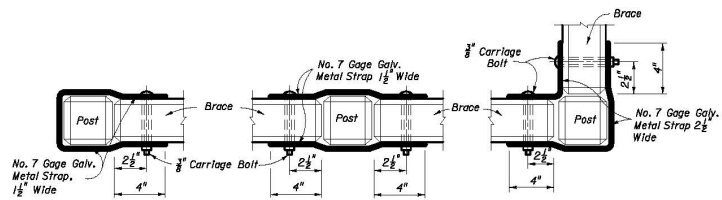
This index details fencing that is constructed with farm fabric #6's (41" nominal) in height and with specific ground clearance and specific barbed wire spacings. For fencing of different height or installation details, the fence shall be fully detailed in the Contract plans.



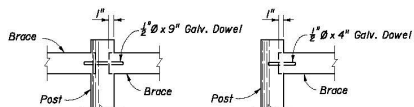
2008 FDOT Design Standards

FENCE TYPE A

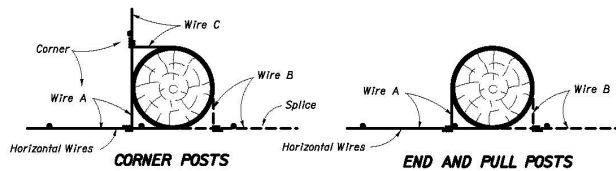
Last Revision	Sheet No.
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Index No.	
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**BRACE AND POST BRACE TO BRACE ON LINE BRACE TO BRACE AT CORNER
FASTENER FOR CONCRETE POST AND BRACES**

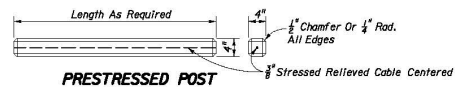


FASTENER FOR TIMBER POST AND BRACE

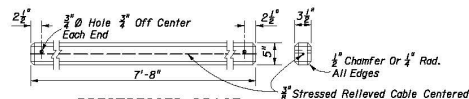


Each horizontal wire to be wrapped around corner, end and pull posts and tied to same wire. See General Notes 5 and 17. Timber post illustrated. These methods also apply to steel and concrete post illustrations.

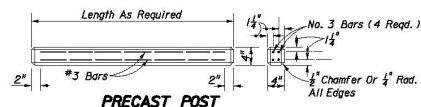
SPLICES



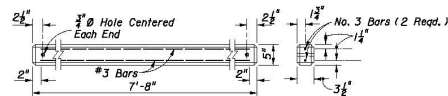
PRESTRESSED POST



PRESTRESSED BRACE

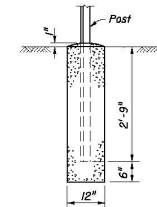


PRECAST POST



PRECAST BRACE

ALTERNATE CONCRETE POSTS AND BRACES



(Pull, Corner, End And Approach Posts)

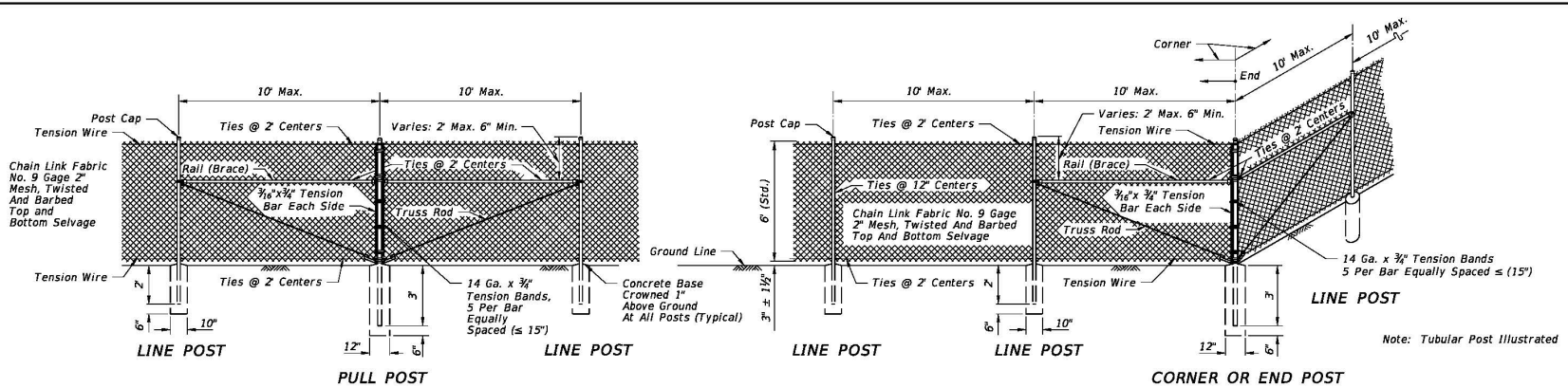
CONCRETE BASE FOR ANGULAR STEEL POST



2008 FDOT Design Standards

FENCE TYPE A

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GENERAL NOTES

- This fence to be used generally in urban areas.
- For supplemental information refer to Section 550 of FDOT Standard Specifications.
- Chain link fabric, post, truss rods, tension wires, tie wires, stretcher bars, gates and all miscellaneous fittings and hardware shall meet the requirements of AASHTO and ASTM signify current reference.
- Fence Component Options:
 - A. Line post options:
 - Galvanized steel pipe, Schedule 40- 1 1/2" nominal dia. zinc galvanized at the rate of 1.8 oz./ft². ASTM A53 Table 2 (Grade A or B), ASTM F1083, and AASHTO M111.
 - Aluminum coated steel pipe: ASTM A53, Table 2 (Grade A or B); Schedule 40- 1 1/2" nominal dia., 1.90" OD; coated at the rate 0.40 oz./ft².; AASHTO M111.
 - Aluminum alloy pipe- 2" nominal dia.: ASTM B241 or B221, Alloy 6063, T6.
 - Steel H-Beam- 1 1/2" x 1 1/2". Zinc Galv. 1.8 oz./ft².; AASHTO M111 and Detail.
 - Aluminum alloy H-Beam- 1 1/2" x 1 1/2" Detail.
 - Steel C- 1 1/2" x 1 1/2". Galv.: 1.8 oz./ft. zinc: AASHTO M111; OR , 0.9 oz./ft². zinc-5% aluminum-mischmetal: ASTM F1043 and Detail.
 - Resistance welded steel pipe; 50,000 psi min. yield strength ASTM A569/A569M, A653/A653M or undepleted stock of discontinued A446/A446M base materials; ASTM F669 Group IV (Alternative Design); fence industry 2" OD, 1 1/2" NPS, 1.900" dec. equiv., 0.120" min. wall thick. and min. wt. 2.28 lb./ft.; with ASTM F1043 metric equivalent internal coating Types A, B, C or D and external coating Types A, B, or C; the chromate conversion coating of external Type B shall have a thickness of 15ug/in². min. and the polymer film topcoat shall have a thickness of 0.0003" min.; internal and external coatings are not restricted to the combinations of Table 2, ASTM F1043.
 - B. Corner, end, and pull post options:
 - Galvanized steel pipe, Schedule 40- 2" nominal dia. zinc galvanized at the rate of 1.8 oz./ft².; ASTM A53 Table X 2, ASTM F1083, and AASHTO M111.
 - Aluminum coated steel pipe: ASTM A53 steel, X 2 Tables; Schedule 40; 2" nominal dia., 2.375" OD; coated at the rate 0.40 oz./ft².; AASHTO M111.
 - Aluminum alloy pipe- 2 1/2" nominal dia.: ASTM B241 or B221, Alloy 6063,T6.
 - Resistance welded steel pipe; 50,000 psi min. yield strength ASTM A569/A569M, A653/A653M or undepleted stock of discontinued A446/A446M base materials; ASTM F669 Group IV (Alternative Design); fence industry 2 1/2" OD, 2" NPS, 2.375" dec. equiv., 0.130" min. wall thick. and min. wt. 3.117 lb./ft.; with ASTM F1043 metric equivalent internal coating Types A, B, C or D and external coating Types A, B, or C; the chromate conversion coating of external Type B shall have a thickness of 15ug/in². min. and the polymer film topcoat shall have a thickness of 0.0003" min.; internal and external coatings are not restricted to the combinations of Table 2, ASTM F1043.
- C. Rail options:
 - Galvanized steel pipe, Schedule 40- 1 1/2" nominal dia. zinc galvanized at the rate of 1.8 oz./ft².; ASTM A53 Table X 2, ASTM F1083, and AASHTO M111.
 - Aluminum coated steel pipe; ASTM A53 steel, X 2 Tables Schedule 40; 1 1/2" nominal dia., 1.660" OD; coated at the rate 0.40 oz./ft².; AASHTO M111.
 - Aluminum alloy pipe- 1 1/2" nominal dia.: ASTM B241 or B221, Alloy 6063, T6.
 - Resistance welded steel pipe; 50,000 psi min. yield strength ASTM A569/A569M, A653/A653M or undepleted stock of discontinued A446/A446M base materials; ASTM F669 Group IV (Alternative Design); fence industry 1 1/2" OD, 1 1/2" NPS, 1.660" dec. equiv., 0.111" min. wall thick. and min. wt. 1.836 lb./ft.; with ASTM F1043 metric equivalent internal coating Types A, B, C or D and external coating Types A, B, or C; the chromate conversion coating of external Type B shall have a thickness of 15ug/in². min. and the polymer film topcoat shall have a thickness of 0.0003" min.; internal and external coatings are not restricted to the combinations of Table 2, ASTM F1043.
- D. Chain link fabric options (2" mesh with twisted and barbed top and bottom for all options except as described in Note No. 10):
 - AASHTO M181 Type I - Zinc Coated Steel, No. 9 gage (coated wire diameter), coated at the rate of 1.8 oz./ft². (M181 Class D 2.0 oz./ft². modified to 1.8 oz./ft².).
 - AASHTO M181 Type II -Aluminum Coated Steel, No. 9 gage (coated wire diameter), coated at the rate of 0.40 oz./ft².
 - AASHTO M181 Type IV- Polyvinyl Chloride (PVC) Coated Steel, No. 9 guage (coated core wire diameter), core wire-zinc coated steel. PVC coating: M181 Class A (either extruded or extruded and bonded) or Class B (bonded). See table right. Unless the plans call for M181 standard colors medium green, dark green or black the coating color shall be soft gray matching that of No. 36622 of Federal Standard 595a.
- E. Tension wire options:
 - Steel wire No. 7 gage zinc galvanized at the rate of 1.2 oz./ft².; AASHTO M181.
 - Aluminum alloy wire with a diameter of 0.1875" or larger conforming to the requirements of ASTM B211, Alloy 5056 Temper H38, or, Alclad Alloy 5056 Temper H192.
 - Aluminum coated steel wire No.7 gage coated at the rate of 0.040 oz./ft².; AASHTO M181.
- F. Tie wire and hog ring options:
 - Steel wire No.9 gage zinc galvanized at the rate of 1.2 oz./ft².
 - Aluminum alloy wire with a diameter of 0.1443" or larger conforming to the requirements of ASTM B211, Alloy 5056 Temper H38, or, Alclad Alloy 5056 Temper H192.
 - Aluminum coated steel wire No. 7 gage coated at the rate of 0.040 oz./ft².

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GENERAL NOTES CONTINUED

5. Unless a specific material is called for in the plans the Contractor may elect to use either a single type of material or a combination of material types from the component options listed in note 4. Combinations of optional materials are restricted as follows:
 - (a) Only one fabric optional material will be permitted between corner and/or end post assemblies.
 - (b) Only one line post optional material will be permitted between corner and/or end post assemblies.
 - (c) Pull post assemblies shall be optional materials identical to either the line post optional material or the corner and end post assembly optional material; but, pull post assemblies shall be the same optional material between any set of corner and/or end post assemblies.
6. Concrete for bases shall be Class NS concrete as specified in Section 347 of the Standard Specifications or a packaged, dry material meeting the requirements of a concrete under ASTM C-307. Materials for Class NS concrete may be proportioned by volume and/or by weight.
7. Line post shall be 8'-6" long (Standard). Line post are to be set in concrete as described above or by the following methods:
 - (a) In accordance with special details and/or as specifically described in the contract plans and specifications.
 - (b) In accordance with ASTM F567 Subsections 5.4 through 5.10 as approved by the Engineer. Line post installed in accordance with Section 5.8 shall be 9'-6" long.
 - (c) Post mounted on concrete structure or solid rock shall be mounted in accordance with the base plate detail "Fence Mounting On Concrete Endwalls And Retaining Wall", Sheet 3; or, by embedment in accordance with ASTM F567 Subsection 5.5.

End, pull and corner post assemblies shall be in concrete as detailed above for all soil conditions other than solid rock. Post within assemblies that are located on concrete structures or solid rock shall be set by base plate or by embedment as prescribed under (b) above for line post.

Line and assembly post set in concrete bases shall be set an additional 3" in depth for each 1' of fence height greater than 6'.
8. Pull post shall be used at breaks in vertical grades of 15° or more, or at approximately 350' centers except that this maximum interval may be reduced by the Engineer on curves where the curve is greater than 3'.
9. Corner post are to be installed at all horizontal breaks in fence at 15° or more and as required at vertical breaks over 15° as determined by the Engineer.
10. When fence has an installed top of fabric height less than 6' knuckled top and bottom selvages shall be used unless the plans specifically identify locations for twisted selva fabrics.
11. Unless sliding gates or special gates are called for in the plans, all gates shall be chain link swing gates meeting the material requirements described and as approved by the Engineer. Payment shall include the gates, single or double, all necessary hardware for installation and any additional length and/or size for posts at the opening. Gates shall be paid for under the contract unit price for Fence Gates, EA.
12. For construction purposes corner post assemblies shall consist of one corner post, two braces, two truss rods, and all necessary fittings and hardware as detailed. End post assemblies shall consist of one end post, one brace, one truss rod and all necessary fittings and hardware as detailed.
13. All post, tension wires, chain link fabric, tie wires, Class NS concrete, and all miscellaneous fittings and hardware to be included in the cost for Fencing, LF.

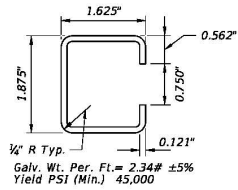
TYPE IV VINYL COATED FABRIC								
AASHTO M181 Table 4 Redefined As Follows								
Specified Diameter Of Metallic Coated Core Wire		Minimum Weight Of Zinc Coating		PVC Thickness Range				
				M181 Class A (Extruded Or Bonded Coating)		M181 Class B (Bonded Coating)		
in.	mm	gage	oz./ft ²	g/m ²	in.	mm	in.	mm
0.148	3.77	9	0.30	92	0.015 to 0.025	0.38 to 0.64	0.006 to 0.010	0.15 to 0.25

DESIGN NOTE

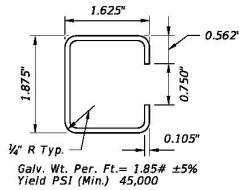
This index details fencing that is constructed with chain link fabric 6' (nominal) in height and with specific ground clearance. For fencing of different height or installation details, the fence shall be fully detailed in the Contract plans.

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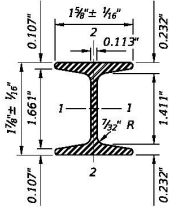


STANDARD WALL



THINWALL

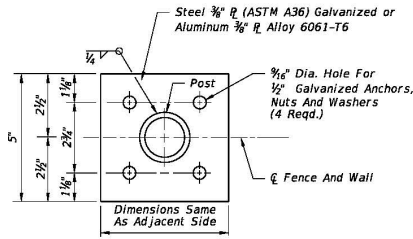
OPTIONAL "C" LINE POST



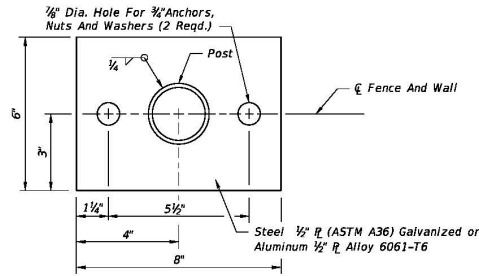
	STEEL	ALUMINUM
Area (Sq. In.)	724	724
Weight (Lb./Ft.)	2.72 ± 5% (Galv.)	0.91 ± 5%
Surface Area (SF/Ft.)	0.776	0.776
Tensile Strength (psi Min.)	80,000	30,000
Yielding Point (psi Min.)	48,000	25,000

	Axes		Axes	
	1-1	2-2	1-1	2-2
Moment Of Inertia	0.428	0.101	0.428	0.101
Section Modulus	0.456	0.124	0.456	0.124
Rad. Of Gyration	0.779	0.373	0.779	0.373

OPTIONAL 1 7/8" x 1 5/8" H-BEAM LINE POST

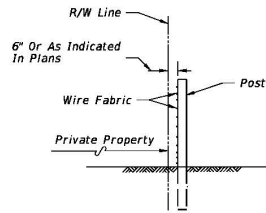


**TOP VIEW
FOUR ANCHOR PLATE OPTION**

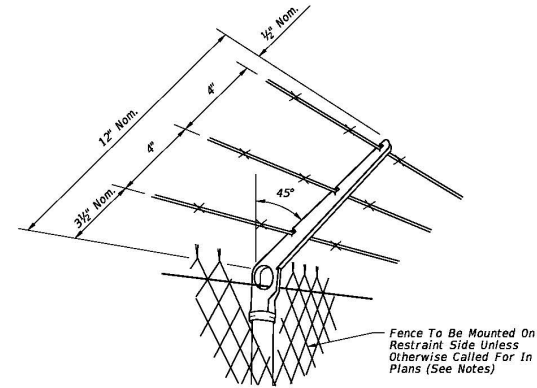


**TOP VIEW
TWO ANCHOR PLATE OPTION**

FENCE MOUNTING ON CONCRETE ENDWALL AND RETAINING WALLS



FENCE POSITION AT LOCATIONS WITHOUT FRONTAGE ROADS
(REFER TO DETAIL PLANS FOR FENCE POSITION AT LOCATIONS WITH FRONTAGE ROADS)



NOTES

- Attachments to be used only when called for in the plans. Attachments to extend in direction of restraint. Unless otherwise called for in plans, direction of restraint will be as follows:
- Outward on limited access right of way line.
 - Outward on controlled access right of way line.
 - Outward from utilities and hazardous facilities located within highway right of way.
 - Outward from lateral ditches, outfalls, retention basins, canals, borrow areas and similar support facilities.
 - Inward on pedestrian ways.
- The cap-arm shall be designed to provide a drive fit over the top of posts and to exclude moisture in posts with tubular sections.

BARB WIRE ATTACHMENT

BASE PLATE AND ANCHOR NOTES:

- Base plate identical for line, pull, end and corner posts and shall be considered an integral part of the respective posts for basis of payment.
- Post to be plumbed by grout shim under base plate.
- Anchors (Galvanized Steel):**
 12" Cast In Place, 10 1/2" Embedment:
 Headed Bolts, U-Bolts or Cluster Plates.
 8" Adhesive Anchors, 6" Min. Embedment.*
 *Adhesive anchors shall be headless anchor bolts set in drilled holes with an Adhesive Material System in accordance with Specification Sections 416 and 937; drilled holes shall be 1/8" larger in diameter than the anchor bolt.
 Expansion Bolts Not Permitted.

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