



PROJECT NO.: CN160111

OPEN DATE: January 25, 2016

AND TIME: 2:30 P.M.

LOCATION: Lee County Procurement
1825 Hendry Street, 3rd FL
Fort Myers, FL 33901

NOTICE OF COMPETITIVE NEGOTIATION

**TITLE:
MATERIAL TESTING SERVICES**

Advertised Date: 1/8/16

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PROCUREMENT MANAGEMENT

ADDRESS

1825 Hendry St 3rd Floor
FORT MYERS, FL 33901

PROCUREMENT CONTACT:

Diana Khan
Procurement Manager
PHONE NO.: (239) 533-5450
EMAIL: dkhan@leegov.com

GENERAL CONDITIONS

Sealed Responses will be received by the DIVISION OF PROCUREMENT MANAGEMENT, until the time and date specified on the cover sheet of this “Notice of Competitive Negotiation”.

Any question regarding this solicitation should be directed to the Procurement Division Contact listed on the cover page of this solicitation, or by calling the Division of Procurement Management at (239) 533-5450.

1. SUBMISSION OF LETTERS OF INTEREST:

- a. All Letters of Interest must be submitted in compliance with the Response Procedure set forth below via email:
 - 1. Letters of Interest must be submitted either by hand delivery to the Procurement Management Office or as a single email attachment (in unzipped Adobe PDF format) sent to ContractsInBox@leegov.com
 - 2. Submission Format:
 - a. Anti Collusion Statement (1 Page)
 - b. Affidavit Certification Immigration Laws (1 Page)
 - c. Response to Criteria (Not to exceed 10 pages)
 - 3. Should not contain links to other Web pages
- b. Letters of Interest must, at a minimum include the following information:
 - 1. Project CN number and Name
 - 2. Consultant’s name and address
 - 3. Proposed responsible office for consultant
 - 4. Contact person, phone and fax number and Email Address
 - 5. Statement regarding qualifications of consultant and/or proposed sub-consultants for the advertised work
 - 6. Proposed key personnel and their proposed roles (do not include resumes)
 - 7. Sub-consultant(s) that may be used for the project
 - 8. Indication as to whether the prime firm and/or sub-consultants are A Disadvantaged Business Enterprise (DBE)
 - 9. The Project Team’s approach to the project.
- c. **RESPONSES RECEIVED LATE:** The delivery of Letter of Interest to Lee County Procurement Management prior to or on the time and date as stated is solely and strictly the responsibility of the Consultant. Lee County Procurement Management shall not be responsible for delays caused by the E-mail System(s), United States Postal Service, Overnight Express Mail Services, or for delays caused by any other occurrence. The County expressly reserves the sole and exclusive right to accept or reject a late Letter of Interest when the lateness is due to matters beyond the control of any third party delivery service. Late Letters of Interest may be returned to the Consultant with the notation: “This Letter of Interest was received after the specified deadline time”.
- d. **COUNTY RESERVES THE RIGHT:** The County reserves the right to exercise its discretion, to waive minor informalities in any response; to reject any or all responses

with or without cause; and/or to accept the response that in its judgment will be in the best interest of the County of Lee.

- e. **EXECUTION OF SOLICITATION:** All responses shall contain the signature of an authorized representative of the vendor in the space provided on the anti-collusion page. All responses shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the response shall be initialed.
- f. **ADDITIONS/REVISIONS/DELETIONS:** Additions, revisions or deletions to the general conditions, specifications that change the intent of the solicitation will cause the solicitation to be non-responsive and the response will not be considered. The Procurement Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the solicitation.

2. **ACCEPTANCE**

The materials and/or services delivered under the solicitation **shall** remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event the materials and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.

3. **RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES**

The awarded vendor shall observe and obey all laws, ordinances, rules, and regulations, of the federal, state, and local government, which may be applicable to the supply of this product or service. The awarded vendor has attested to compliance with the applicable immigration laws of the United States in the attached affidavit. Violations of the immigration laws of the United States shall be grounds for unilateral termination of the awarded agreement.

- a. Local Business Tax – Vendor shall submit within 10 calendar days after request.
- b. Specialty License(s) – Vendor shall possess at the time of the opening of the quote all necessary permits and/or licenses required for the sale of this product and/or service and upon the request of the County will provide copies of licenses and/or permits within 10 calendar days after request.
- c. The geographic preference established in the Local Vendor Preference ordinance is applicable to all Lee County procurement activities unless otherwise specifically noted in the solicitation package. Provided, however, the Local Vendor Preference ordinance is not applicable to procurement activity or solicitations involving Federal Transit Administration grant funds.
- d. Florida Statutes Section 607.1501 (1) states: A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.

4. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail an original invoice to:

Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238

All invoices will be paid as directed by the Lee County payment procedure unless otherwise differently stated in the detailed specification portion of this project.

Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, quoter, or bidder for the preparation of these specifications. Lee County is generally a tax-exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All contractors or quoters should include in their quote all sales or use taxes, which they will pay when making purchases of material or subcontractor's services.

5. **PUBLIC ENTITY CRIME**

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or a public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

6. **MISCELLANEOUS**

If a conflict exists between the General Conditions and the detailed specifications, then the detailed specifications shall prevail.

7. **WAIVER OF CLAIMS**

Once this contract expires, or final payment has been requested and made, the awarded contractor shall have no more than 30 days to present or file any claims against the County concerning this contract. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this agreement.

8. **AUTHORITY TO PIGGYBACK**

It is hereby made a precondition of any proposal and a part of these specifications that the submission of any proposal in response to this request constitutes a proposal made under the same conditions, for the same price, and for the same effective period as this proposal, to any other governmental entity.

9. **COOPERATIVE PURCHASING**

The Lee County Board of County Commissioners participates in cooperative purchasing agreements; it is hereby made a part of this proposal that the submission of any proposal in response to this request constitutes a proposal made under the same conditions, for the

same contract price, to the other governmental entities.

10. **COUNTY RESERVES THE RIGHT**

a) **Any Single Large Project**

The County, in its sole discretion, reserves the right to separately quote any project that is outside the scope of this solicitation, whether through size, complexity, or dollar value.

b) **Disadvantaged Business Enterprises (DBE's)**

The County, in its sole discretion, reserves the right to purchase any of the items in this solicitation from a Disadvantaged Business Enterprise vendor if the prices are determined to be in the best interest of the County, to assist the County in the fulfillment of any of the County's grant commitments to federal or state agencies.

The County further reserves the right to purchase any of the items in this solicitation from DBE's to fulfill the County's stated policy toward DBE's.

c) **Anti-Discrimination**

The vendor for itself, its successors in interest, and assignees, as part of the consideration there of covenant and agree that:

In the furnishing of services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, handicap or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The vendor will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, handicap or marital status. Such action shall include, but not be limited to, acts of employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Vendor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.

Vendor will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the vendor shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance. The vendor shall maintain and make available relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.

Where any information required of the vendor is in the exclusive possession of another who fails or refuses to furnish this information, the vendor shall so certify to the County its effort made toward obtaining said information. The vendor shall remain obligated

under this paragraph until the expiration of three (3) years after the termination of this contract.

In the event of breach of any of the above anti-discrimination covenants, the County shall have the right to impose sanctions as it may determine to be appropriate, including withholding payment to the vendor or canceling, terminating, or suspending this contract, in whole or in part.

Additionally, the vendor may be declared ineligible for further County contracts by rule, regulation or order of the Board of County Commissioners of Lee County, or as otherwise provided by law.

The vendor will send to each union, or representative of workers with which the vendor has a collective bargaining agreement or other contract of understanding, a notice informing the labor union of worker's representative of the vendor's commitments under this assurance, and shall post copies of the notice in conspicuous places available to the employees and the applicants for employment.

The vendor will include the provisions of this section in every subcontract under this contract to ensure its provisions will be binding upon each subcontractor. The vendor will take such actions with respect to any subcontractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

11. **DRUG FREE WORKPLACE**

Whenever two or more proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statutes 287.087.

12. **AUDITABLE RECORDS**

The awarded vendor shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting methods, and Lee County reserves the right to determine the record-keeping method required in the event of non-conformity. These records shall be maintained for two years after completion of the project and shall be readily available to County personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

14. **REQUIRED SUBMITTALS**

Any submittals requested should be returned with the solicitation response. This information may be accepted after opening, but no later than 10 calendar days after request.

15. **TERMINATION**

Any agreement as a result of this solicitation may be terminated by either party giving thirty (30) calendar days advance written notice. The County reserves the right to accept or not accept a termination notice submitted by the vendor, and no such termination notice submitted by the

vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.

The Procurement Management Director may immediately terminate any agreement as a result of this solicitation for emergency purposes, as defined by the Lee County Purchasing and Payment Procedure Manual.

Any vendor who has voluntarily withdrawn from a solicitation without the County's mutual consent during the contract period shall be barred from further County procurement for a period of 180 days. The vendor may apply to the Board of Lee County Commissioners for waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by Procurement Management.

16. **CONFIDENTIALITY**

Vendors should be aware that all submittals (including financial statements) provided with a solicitation are subject to public disclosure and will **not** be afforded confidentiality.

17. **ANTI-LOBBYING CLAUSE**

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Lee County Government, Lee County staff members, nor any members of the Qualification/Evaluation Review Committee are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on *formal notice* that they are ***not*** to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County for negotiations. Any such lobbying activities may cause immediate disqualification for this project.

18. **INSURANCE (AS APPLICABLE)**

Insurance shall be provided, per the attached insurance guide. Upon request, an insurance certificate complying with the attached guide may be required prior to award.

19. **CONFLICT OF INTEREST**

All firms are hereby placed on formal notice that per Section 3 of Lee County Ordinance No. 92-22:

The County is prohibited from soliciting a professional services firm to perform project design and/or construction services if the firm has or had been retained to perform the project feasibility or study analysis.

And:

A professional services firm who has performed or participated in the project feasibility planning, study analysis, development of a program for future implementation or drafting of solicitation documents directly related to this County project, as the primary contractor/consultant or a

prominent member of the team, cannot be selected or retained, as the primary contractor/consultant or a named member of the contracting/consulting team, to perform project design, engineering, or construction services for subsequent phases or scopes of work for this project. Pursuant to FS. S. 287.057(17) the firm will be deemed to have a prohibited conflict of interest that creates an unfair competitive advantage.

Should your response be found in violation of the above stated provisions; the County will consider this previous involvement in the project to be a conflict of interest, which will be cause for immediate disqualification of the submittal from consideration for this project.

20. **PROTEST RIGHTS**

As a bidder/proposer in the formal solicitation process you have a right to protest an intended decision posted by the County as part of the solicitation process. “Decisions” are posted on the Lee County Procurement website and include, notices of bid award, notices reflecting an interim decision by an evaluation committee to short list the submittals, and recommendations of the committee to the Board for award of a contract. You are responsible to check for information regarding the solicitation on this website. The process and procedure applicable to pursuing a bid/proposal protest are found in the Lee County Procurement Code/Manual posted on the Lee County website. In order to preserve your right to protest, you must file a written *Notice of Intent to File a Protest* with the Lee County Procurement Management Director by close of business (5pm) on the 3rd day after the decision affecting your rights is posted on the Lee County website. The notice must clearly state the basis and reasons for the protest. The written Notice of Intent to File a Protest must be physically received by the Procurement Management Division within the required time frame; no additional time is granted for mailing. To secure your right to protest, you will also be required to post a Protest Bond and file a written Formal Protest document within 10 calendar days after the date the Notice of Intent to File a Protest is received by Procurement Management.

FAILURE TO FOLLOW THE BID/PROPOSAL PROTEST PROCEDURE REQUIREMENTS ESTABLISHED BY THE LEE COUNTY, FLORIDA, BOARD OF COUNTY COMMISSIONERS AS SET FORTH IN THE PROCUREMENT CODE/MANUAL CONSTITUTES A WAIVER OF YOUR RIGHT TO PROTEST AND TO PURSUE ANY RESULTING CLAIMS.

21. **CONTRACTOR/SUB-CONTRACTOR RELATIONSHIP**

The prime contractor on a project may not also be listed as a sub-contractor to another firm submitting a proposal for the same solicitation. Should this occur, all responses from the involved/named firms will be considered non-compliant and rejected for award. Sub-contractors may be listed on multiple proposals for the same solicitation.

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY PROJECT ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.

The undersigned acknowledges receipt of Addenda numbers: _____

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED VENDOR HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS RESPONSE WITH OTHER VENDORS AND HAS NOT COLLUDED WITH ANY OTHER VENDOR OR PARTIES TO A RESPONSE WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS.

FIRM NAME _____

BY (Printed): _____

BY (Signature): _____

TITLE: _____

FEDERAL ID # OR S.S.# _____

ADDRESS: _____

PHONE NO.: _____

FAX NO.: _____

CELLULAR PHONE/PAGER NO.: _____

DUNS #: _____

LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER: _____

E-MAIL ADDRESS: _____

DISADVANTAGED BUSINESS ENTERPRISE (DBE): _____ Yes _____ No

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR
MATERIALS TESTING SERVICES**

SCOPE

Lee County Board of County Commissioners anticipates seeking professional consultant services to provide miscellaneous professional testing services for the project known as Materials Testing Services to include but not limited to: field and laboratory tests, evaluations and reports relating to soils and materials at various construction sites in Lee County for projects undertaken by various County departments, such as, but not limited to: the Departments of Transportation, Human Services, Lee County Utilities, Lee County Solid Waste, Natural Resources Management, and Facilities Construction & Management.

Consideration will be given to only those firms that are qualified pursuant to law.

Proposer is required to indicate whether the Firm and/or any proposed sub-consultants are Disadvantaged Business Enterprises (DBE). Lee County encourages the utilization and participation of DBEs in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms are encouraged to respond.

SELECTION PROCEDURE:

The selection of the Consultant will be made in accordance with Lee County Procurement Policy and Chapter 287.055 Florida Statutes. Some or all of the responding firms may be requested to provide telephone interviews or written or oral technical proposals (or both), for the ranking process. After ranking of the consultants by the Board of County Commissioners, the contract fee will be negotiated in accordance with Section 287.055, Florida Statutes.

NOTE: Proposed short-list and final selection meeting dates are posted on the Procurement Management web page at www.leegov.com/procurement .

TERM OF AWARD

If awarded, the terms of this solicitation shall be in effect for two years

MAJOR BREAKDOWNS/NATURAL DISASTERS

Lee County requires that the awarded vendor provide the name of a contact person and phone number which will afford Lee County access twenty-four hours per day, 365 days per year, of this product or service in the event of major breakdowns or natural disasters.

Lee County reserves the right to purchase the product or service listed in this quotation elsewhere in an emergency situation.

DESIGNATED CONTACT

The awarded vendor shall appoint a person or persons to act as a primary contact for all County departments. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

The attached document, Affidavit Certification Immigration Laws, is required and should be submitted with your solicitation package. It must be signed and notarized. Failure to include this affidavit with your response will delay the consideration and review of your submission; and could result in your response being disqualified.

AGREEMENTS/CONTRACTS

The awarded vendor will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <http://sp.leegov.com/procurement/forms>

PROJECT GUIDELINES AND CRITERIA

The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and/or Requirements which shall serve as a guide to the CONSULTANT in performing the professional services and work to be provided pursuant to this Agreement:

This is a “Master” contract, which is not for any specific project. Work will be negotiated, authorized, scheduled, funded, and accounted for by the issuance of Supplemental Task Authorizations, by the requesting department, division or other governmental entity.

Any governmental entity may utilize the provisions of this contract for their specific needs.

No amount of work is guaranteed upon the execution of a Professional Services Agreement.

Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the contract period, including the renewal.

This contract does not entitle any firm to exclusive rights to County contracts. The County reserves the right to perform any and all available required work in-house or by any other means it so desires.

In reference to Exhibit B of the Professional Service Agreement, vehicle travel mileage is considered incidental to the work and not an extra expense. Also, man-hours spent in travel time to and from work or the job site(s), are not compensable.

County reserves the right to add or delete, at any time, any or all tasks or services associated with this agreement

Cost Proposal Worksheet: to be used when performing work for Lee County.

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

Lee County shall consider the employment by any Consultant 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 cancellation of the contract by Lee County.

EVALUATION CRITERIA:

The firms offering the best interview/presentation, in the opinion of the County, will be awarded a contract. Only the firms achieving a minimum of 50 points will be invited to participate in an interview/presentation after submission of responses. The County reserves the right to invite firms scoring less than 50 points for a interview/presentation should the committee feel it necessary to do so.

Firms must comply with the minimum requirement stated above, under submission of letters of interest (page 1), with no more than 10 pages to comply with the criteria listed herein.

In addition to the requested information listed under Submission of Letters of Interest, Section b, firms should address the following in their submittal:

CRITERIA 1: EXPERIENCE (Maximum Points: 40)

Provide a narrative of your firm's experience to perform each task associated with this solicitation. Provide the number and types of similar projects completed in the last five years, with a minimum of three government/political subdivisions related to the various tasks. If you are not responding with experience on all tasks please state so and the reason why.

CRITERIA 2: APPROACH (Maximum Points: 20)

In a concise statement, explain how your firm intends to generally approach the anticipated types of projects.

CRITERIA 3: KEY PERSONNEL (Maximum Points: 40)

Provide the number of full time staff, titles, experience, qualifications and educational background for the principal and staff responsible for each Task listed on the Lee County account.

Indicate which staff will be assigned to the listed tasks and explain how their backgrounds make them qualified to work on those tasks.

Lee County Proposed Scope of Services
For
MATERIALS TESTING SERVICES

Major/Minor Work

Section 1. GENERAL SCOPE STATEMENT

The Consultant shall provide and perform the following professional services which shall constitute the GENERAL SCOPE of the BASIC SERVICES under the covenants, terms and provisions of this PROFESSIONAL SERVICES AGREEMENT:

The professional services to be provided include field and laboratory tests, material evaluation and related reports involving soils and construction materials such as portland cement concrete, asphaltic concrete, etc., at various construction sites in Lee County for projects undertaken by various County departments.

All tests and services shall be performed in accordance with established professional standards for such tests and services. In the case of contracted construction projects, all such tests and services shall be conducted in full accordance with the requirements set forth in the applicable construction contract documents.

The following are standard abbreviations for this agreement:

ASTM	American Society for Testing and Materials
FDOT	Florida Department of Transportation
FM	Florida Methods as outlined in the "Manual of Florida Sampling and Testing Methods: of the FDOT
LBR	Limerock Bearing Ratio
D ₅₀	Median diameter of samples
AASHTO	American Association of State Highway and Transportation Officials
OSHA	Occupational Safety and Health Administration

Required Submittal:

Consultants responding to this solicitation should include current license(s) for the task(s) under which they desire to perform work at the time of contract award.

Section 2. TASKS

Pursuant to the GENERAL SCOPE of the BASIC SERVICES stated hereinabove, the CONSULTANT shall perform all services and/or work necessary to complete the following task(s) and/or provide the following item(s) which are enumerated to correspond to the task(s) and/or item(s) set forth in EXHIBIT "B" entitled "COMPENSATION AND METHOD OF PAYMENT."

TASK 1.00 FIELD INVESTIGATION (ROADWAY):

The geotechnical investigation for roadways shall be conducted according to the Florida Department of Transportation current Soils and Foundations Procedures Manual, the Federal Highway Administration's Checklist and Guidelines for Review of Geotechnical Reports and Preliminary Plans and Specifications, related directives, referenced standards and specifications, and/or as directed in writing by the COUNTY's designated Project Manager.

- 1.01. Mobilization of all equipment required for the operation of an individual field drilling or penetrometer rig under the following conditions:

- 1.01.1 Site accessible to truck-mounted drilling equipment.
- 1.01.2 Site only accessible to all-terrain vehicle and/or extensive clearing required.
- 1.01.3 Testing to take place over water requiring use of a barge.
- 1.02. Auger borings or soundings including water table readings.
- 1.03. Standard Penetration Test (SPT) borings per ASTM 141586 including water table readings, sealing and grouting of bore holes in accordance with state and local laws.
 - 1.03.1 0' to 25' depth
 - 1.03.2 26' to 50' depth
 - 1.03.3 51' to 75' depth
 - 1.03.4 76' to 100' depth
 - 1.03.5 101' to 125' depth
- 1.04. Cone Penetrometer Test (CPT) borings per ASTM D 3441 including water table readings.
- 1.05. Field Vane Shear Tests per ASTM D 2573.
- 1.06. Dilatometer test.
- 1.07. Thin-walled tube samples per ASTM D 1587.
- 1.08. Rock cores (NS double barrel).
- 1.09. Permits for test borings or other work items.
- 1.10. Field Permeability Tests.
- 1.11 Double ring infiltration tests per ASTM D 3385.
- 1.12. Percolation tests.
- 1.13. Muck probing (two-man crew with equipment).
- 1.14. Pavement cores in asphaltic concrete.
- 1.15. Pavement cores in portland cement concrete.
- 1.16. Provide survey services to locate and determine position and elevations of field testing locations (three-man crew with equipment).
- 1.17. Engineering support required in conjunction with determination of piezometric head of artesian aquifers if encountered.
- 1.18. Obtaining environmental corrosion samples of soil and water testing.
- 1.19. Obtain samples to determine D_{50} .
- 1.20. Install monitoring wells at COUNTY's direction.
- 1.21. Install or remove casings.
- 1.22. Miscellaneous drilling services not covered elsewhere.

1.23. Maintenance of Traffic.

1.23.1 Plan of Operation and required signage.

1.23.2 Flag Person.

1.24. Plugging/sealing of existing water wells in accordance with state and local laws.

1.24.1 Providing all necessary labor and equipment.

1.24.2 Providing cement and all other necessary materials and incidentals.

1.25. Preparation of Engineering Report containing soil boring data, test reports, soil classifications, recommendations as may be appropriate or as directed by the COUNTY.

1.26 Collect a sample of water from mid-depth of a water body either in a silt plume (construction-related or other) or upstream of a construction site (for background turbidity evaluation). Determine its turbidity in Nephelometric Turbidity Units (NTU's) as specified by the EPA for the NPDES and NPDWR monitoring programs, prepare a report including any of all of the following (specific to project):

Construction Permit number, date and time of sampling and analysis, sampling test equipment used and procedures, location of sampling sites (including a small map if necessary), background NTU's (if required), site weather conditions, air temperature, wind speed and direction, current direction, tide stage (ebb, flood or slack), depth of water at sample site and depth of sample (to nearest 0.1'), type of construction in the area and written observations of other site conditions of environmental concern (such as turbidity plumes unrelated to the project or manatee sightings). This task includes the provision of a boat and the required equipment to take and analyze the samples. The report must be signed and sealed by a currently registered Professional Engineer. Results include comparison of findings with established limits and shall be telephoned or faxed to the County as soon as available. Samples must be analyzed within 24 hours of taking. Up to 3 copies of an original, sealed written report must be received by the County within 5 working days. Payment for each authorized visit to the site under this task includes the taking (including provision of boat) and analysis of two samples, including transportation of technician and of the samples, and the reports.

1.27 Same responsibilities as in Task 1.26. Payment is to be per sample.

TASK 2.00 LABORATORY TESTING (ROADWAY):

The laboratory testing shall be carried out according to the designated procedures or directives. The laboratory testing for roadway may include:

2.01. Grain size analyses conducted according to FM 1-T88 and related standards.

2.02. Atterburg limits conducted according to FM 1-T89 and FM 1-T90 and related standards.

2.03. Moisture content tests conducted according to FM 1-T265 and related standards.

- 2.04. Organic content by loss on ignition tests conducted according to FM 1-T267 and related standards.
- 2.05. Amount of material in soils finer than the U.S. No. 200 Sieve.
- 2.06. Specific gravity tests conducted according to FM 1-T100 and related standards.
- 2.07. LBR tests conducted according to FM 5-515 and related standards using a minimum of four (4) molds (including Modified Proctor).
- 2.08. Consolidation tests conducted according to FM 1-T216 and directions from the COUNTY's designated Project Manager.
- 2.09. Triaxial compression tests conducted according to FM 1-T234 and directions from the COUNTY's designated Project Manager.
- 2.10. Unconfined compression tests conducted according to ASTM D 2166 and directions from the COUNTY's designated Project Manager.
- 2.11. Corrosion classifications tests conducted according to COUNTY directives and the following:
 - 2.11.1. pH tests conducted according to ASTM D 1293 (water) and ASTM G51 (soil).
 - 2.11.2. Resistivity tests conducted according to ASTM D 1125 (water) and ASTM G 57 (soil).
 - 2.11.3. Chloride content tests conducted according to ASTM D 512.
 - 2.11.4. Sulphate content tests conducted according to ASTM D 4130.
- 2.12. pH tests conducted according to ASTM E 70.
- 2.13. Sieve analyses (3) for ^D50 determinations conducted according to FM 1-T88.

TASK 3.00 **CONSTRUCTION QUALITY CONTROL**

The CONSULTANT shall perform activities during the pre- construction and/or construction phases as required by the COUNTY. All activities shall be coordinated with the COUNTY's designated representatives. Activities may include:

- 3.01. Analysis of pile driving dynamics based on data supplied by the CONTRACTOR employing the wave equation analysis. The computer program used shall be approved in advance by the COUNTY. The CONSULTANT shall provide graphs of the following: 1) ultimate soil resistance as a function of the number of blows per foot and 2) maximum pile tensile and compression stresses as a function of blows per foot.
- 3.02. Conducting and reporting pile drilled shaft load test (up to 200 tons) by standard methods as approved by the COUNTY (ASTM 1143 & ASTM 3385).
- 3.03. Conducting and reporting pile/drilled shaft load test (up to 200 tons) by quick-load methods as approved by the COUNTY (ASTM 1143 & ASTM 3385).

- 3.04. Performing pile driving analysis utilizing dynamic measurement devices as approved by the COUNTY.
- 3.05 Analysis and reporting of pile load test data.
- 3.06. Monitoring of settlement platform installation.
- 3.07. Monitoring, performing analysis and reporting settlement platform data.
- 3.08. Installation of piezometers.
- 3.09. Monitoring, analyzing and reporting of piezometers data.
- 3.10. Installation of slope inclinometer casing.
- 3.11. Monitoring, analyzing and reporting of slope inclinometer data.
- 3.12. Monitoring of geotextile/geogrid installation.
- 3.13. Monitoring of sand drain/wick drain installation.
- 3.14. Monitoring of other specialized geotechnical methods and/or equipment during construction phase.
- 3.15. Service as technical expert in the investigation and analysis of unforeseen geotechnical problems during the construction phase.

TASK 4.00 BITUMINOUS:

The CONSULTANT shall provide upon written authorization qualified assistance to the COUNTY in the inspection, sampling, testing, and reporting of data for bituminous construction materials. All activities will conform to the FDOT Standard Specifications for Road and Bridge Construction, the Project Special Provisions, Standard Indices, and the referenced standards. The services include:

- 4.01. Straightedge measurements on completed surface courses.
- 4.02. Coring, markings and retention of asphaltic concrete pavement samples and determination of thickness, type and condition of pavement.
- 4.03. Sampling of bituminous material according to FM 1-T040.
- 4.04. Sampling of bituminous paving mixtures according to FM 1-T168.
- 4.05. Deliverance of marked core samples and bituminous samples to the location directed by the COUNTY.
- 4.06. Inspection of bituminous concrete production plants to issue compliance with approved specifications, standard operating procedures and/or quality control plans.

TASK 5.00 AGGREGATE AND BASE MATERIAL SOURCES:

The CONSULTANT shall provide upon written authorization, qualified assistance to the COUNTY in the inspection, sampling, testing and reporting of data for aggregate and base material sources. All activities shall conform to the FDOT Standard Specifications for Road and Bridge Construction, Standard Indices, the FDOT Standard Operating Procedure for Evaluation, Approval, and Control of Mineral Aggregate Sources, the FDOT Standard Operating Procedure of Quality Assurance on Mineral Aggregate Sources, and the referenced standards. The services include:

- 5.01. Inspection of quality control procedures according to the Standard Operating Procedure at fine aggregate, coarse aggregate and base material sources.
- 5.02. Taking samples according to FM 1-T002 at fine aggregate, coarse aggregate and base material sources.
- 5.03. Classification of soils according to AASHTO M 145 using applicable related standards.
- 5.04. Moisture-density relation tests according to FM 5-521 (Modified Proctor Test).
- 5.05. Moisture-density relation tests according to FM 5-525 (Standard Proctor Test).
- 5.06. Carbonate content and organic matter in limerock tests according to FM 5-514.
- 5.07. Organic impurities in sands (colorimetric) according to FM 1-T021.
- 5.08. Resistance to abrasion by use of Los Angeles Machine according to FM 1-T096.

TASK 6.00 ROADWAY EMBANKMENT AND BACKFILL MATERIALS:

The CONSULTANT shall provide upon written authorization, qualified assistance to the COUNTY in the inspection, sampling, testing and reporting of data for roadway embankment and backfill materials. All activities shall conform to the FDOT Standard Specifications for Road and Bridge Construction, the Project Special Provisions, Standard Indices, the FDOT Field Sampling and Testing Guide and the referenced standards. The services shall include:

- 6.01. Inspection of embankment fill materials.
- 6.02. Inspection of subgrade and stabilized subgrade materials.
- 6.03. Inspection of base and stabilized base materials.
- 6.04. Sampling of materials in Sections 6.01, 6.02 and 6.03 according to FM 1-T002 and FM 5-504, as applicable.
- 6.05. Determination of in-place density by nuclear method according to FM 1-T238.
- 6.06. In-place density when full-time technician is on project site.

TASK 7.00 PORTLAND CEMENT CONCRETE (PLANT):

The CONSULTANT shall provide upon written authorization, qualified assistance to the COUNTY in the inspection, sampling, testing, and reporting data for portland cement concrete plant. All activities shall conform to the FDOT Standard Specifications for Road and Bridge Construction, the Project Special Provisions, the FDOT Field Sampling and Testing Guide, Standard Indices, FDOT Standard Operating Procedures, and the referenced standards. The services shall include:

- 7.01. Inspection of cement concrete production plants to insure compliance with approved specifications, standard operating procedures and/or quality control plans.

TASK 8.00 PORTLAND CEMENT CONCRETE (PROJECT SITE):

The CONSULTANT shall provide upon written authorization, qualified assistance to the COUNTY in the inspection, sampling, testing and reporting of data for portland cement concrete (project site). All activities shall conform to the FDOT Standard Specification for Road and Bridge Construction, the Project Special Provisions, the FDOT Standard Operating Procedure, and the referenced standards. The services shall include:

- 8.01. Sampling of aggregate according to FM 1-T002.
- 8.02. Sampling and testing of water for use in cement concrete according to FM 1-T026 and FM 5-506.
- 8.03. Sampling of cement.
- 8.04. Sampling of flyash according to FM 3-C311.
- 8.05. Sampling of fresh cement concrete according to FM 1-T141.
- 8.06. Sampling of fresh concrete from revolving drum truck mixers or agitators according to FM 5-501.
- 8.07. Making and curing concrete test specimens according to FM 1-T023.
- 8.08. Obtaining drilled cores of concrete according to FM 1-T024.
- 8.09. Slump test of cement concrete according to FM 1-T-119.
- 8.10. Air content test of freshly mixed concrete according to FM 1-T196.
- 8.11. Weight per cubic foot, yield, and air content (gravimetric) tests of concrete according to FM 1-T121.
- 8.12. Temperature measurement of concrete.
- 8.13. Compressive strength tests of cylindrical concrete specimens according to FM 1-T022 including labor.
- 8.14. Standard concrete cylinder preparation, curing and testing.

- 8.15. Concrete Beam Tests (set of 3)
- 8.16. Compressive strength of molded masonry mortar cylinders and cubes (ASTM C780.A7).
- 8.17. Sampling and testing grout (ASTM C1019).
- 8.18. Sampling and testing concrete masonry units (ASTM C140).
 - 8.18.1 Compressive strength and measurement of dimensions.
 - 8.18.2 Absorption.
- 8.19. Compressive strength of masonry prisms (ASTME 447).

TASK 9.00 PRECAST OR PRESTRESSED CONCRETE PRODUCTS:

The CONSULTANT shall provide upon written authorization, qualified assistance to the COUNTY in the inspection, sampling, testing and reporting of data for precast concrete products. All activities shall conform to the FDOT Standard Specifications for Road and Bridge Construction, the Project Special Provision, Standard Indices, approved shop drawings, the FDOT Standard Operating Procedure for the inspection of precast drainage structures and referenced standards. The service shall include:

- 9.01. Inspection of precast or prestressed concrete products operations to ensure compliance with the Quality Control Plan and/or Standard Operating Procedure.
- 9.02. Inspection of three edge bearing acceptance tests in accordance with FM 3-C497.
- 9.03. Making and curing concrete test specimens according to FM 1-T023.
- 9.04. Inspection of the obtaining of drilled cores or sawed beams of concrete according to FM 1-T024.
- 9.05. Testing drilled cores or sawed beams of concrete according to FM 1-T024, FM 1-T026, FM 1-T148 and FM1-T231.
- 9.06. Testing concrete pipe sections according to FM 3-C497.
- 9.07. Compressive strength tests of cylindrical concrete specimens according to FM 1-T022.
- 9.08. Sampling of aggregate according to FM 1-T002.
- 9.09. Specific gravity and absorption tests for fine aggregate according to FM 1-T084.
- 9.10. Specific gravity and absorption tests for course aggregate according to FM 1-T085.
- 9.11. Performance of absorption test on drilled cores according to FM 3-C497.
- 9.12. Inspection and stamping of precast or prestressed concrete products complying with all relevant standards.

9.13. Provide a minimum of 600 s.f. field office at the precast yard including all equipment, material and utilities.

9.13.1. Set up and removal of field office.

9.13.2. Maintain field office for duration of activity.

TASK 10.00 MISCELLANEOUS MATERIALS:

The CONSULTANT shall provide upon written authorization, qualified assistance to the COUNTY in the inspection, sampling, testing, and reporting of data for miscellaneous materials. All activities shall conform to the FDOT Standard Specifications for Road and Bridge Construction, the Project Special Provisions, Standard Indices, approved shop drawings, Standard Operating Procedures, and referenced standards. The services shall consist of providing qualified personnel for inspection of materials and manufacture of miscellaneous products for COUNTY use to ensure compliance with COUNTY specifications, standards and procedures. The services shall include:

10.01. TIMBER PRODUCTS:

Tests and inspections will be performed according to Southern Pine Inspection Board Standards.

- a. Inspection for cracks, splits, knots and size before treatment and application of hammer as required.
- b. Inspection for penetration and retention of treating solution.
- c. Verification of assay and penetration and retention of treating solution.
- d. Application of hammer mark to acceptable units.
- e. Collection and verification of certification of assay reports and tank readings.
- f. Obtaining pertinent project numbers.

10.02. CORRUGATED METAL PIPE:

- a. Inspection of manufacturing procedure.
- b. Inspection of rivet spacing.
- c. Inspection of depth of corrugation.
- d. Inspection of asphalt coating thickness.
- e. Inspection of gauge thickness and internal diameter.
- f. Verification of certification of chemical analyses.
- g. Obtaining copies of all analyses and certifications.

- h. Ascertaining the pertinent project number.

10.03. SIGNS:

- a. Inspection of all materials.
- b. Inspection of fabrication process.
- c. Inspection of welds.
- d. Verification of material certifications.
- e. Inspection of signs for compliance with approved shop drawings and the Manual on Uniform Traffic Control Devices.

10.04. MISCELLANEOUS SERVICES AND TESTS:

- a. The COUNTY may, from time to time, require additional miscellaneous tests and/or services. Such services shall be determined on a case-by-case basis as to scope, number and test standard.

TASK 11.00 LABORATORY TESTING OF CONSTRUCTION MATERIALS:

The CONSULTANT shall provide upon written authorization qualified assistance to the COUNTY in the testing and reporting of data for laboratory testing of construction materials. All testing must conform to the referenced specification or standard unless approved in advance by the COUNTY. The services shall provide:

- 11.01. Determination of amount of aggregate material finer than 0.075 mm.
- 11.02. Unit weight and voids in aggregate (FM 1-T019).
- 11.03. Organic impurities in sand for concrete (FM 1-T021).
- 11.04. Sieve analysis of fine and coarse aggregates (FM 1-T027).
- 11.05. Mechanical analysis of extracted aggregate and quantitative extraction of bitumen from bituminous paving mixtures (FM 1-T030 and FM 1-T164).
- 11.06. Specific gravity and absorption of fine aggregate (FM 1-T084).
- 11.07. Specific gravity and absorption of coarse aggregate (FM 1-T085).
- 11.08. Los Angeles abrasion test (FM 1-T096).
- 11.09. Soundness of aggregate (FM 1-T104).
- 11.10. Reducing field samples of aggregate testing size (FM 1-T248).

- 11.11. Total moisture content of aggregate by drying (FM 1-T248).
- 11.12. Carbonates and organic matter in limerock (FM 5-514).
- 11.13. Degradation of limerock screenings (FM 5-512).
- 11.14. Resistance to plastic flow of bituminous mixtures using Marshall apparatus (FM 1-T245).
- 11.15. Resistance to plastic flow of field produced mixtures using Marshall apparatus (FM 1-T245).
- 11.16. Bulk specific gravity of compacted bituminous mixtures (FM 1-T166).
- 11.17. Compressive strength of cylindrical concrete specimens (FM 1-T022).
- 11.18. Dry preparation of disturbed soil and aggregate samples for test (FM 1-T087).
- 11.19. Particle size analysis of soils (FM 1-T088).
- 11.20. Liquid limit of soils (FM 1-T089).
- 11.21. Plastic limit and plasticity index of soils (FM 1-T090).
- 11.22. Specific gravity of soils (FM 1-T100).
- 11.23. Wet preparation of disturbed soil sample for test (FM 1-T146).
- 11.24. Permeability of granular soils (constant-head) (FM 1-T215).
- 11.25. Consolidation of soils (FM 1-T216).
- 11.26. Triaxial compression tests (FM 1-T234).
- 11.27. Moisture content of soils (FM 1-T265).
- 11.28. Determination of organic content by ignition loss (FM 1-T267).
- 11.29. Coefficient of permeability (falling head) (FM 5-513).
- 11.30. Moisture-density relations using 10 lb. hammer and 18 in. drop (FM 5-521).
- 11.31. Moisture-density relations using 5.5 lb. hammer and 12 in. drop (FM 5-525).
- 11.32. Electrical conductivity and resistivity of water (FM 3-D1125).
- 11.33. pH of water (ASTM D 1293).
- 11.34. Chloride ion in soils (ASTM D 512).
- 11.35. Sulfates in soils (ASTM D 4130).

TASK 12.00 ASBESTOS TESTING AND SURVEYS

The CONSULTANT shall provide upon written authorization qualified assistance to the COUNTY in the inspection, sampling, testing and reporting of data for suspected asbestos containing materials. Testing and survey activities shall conform to EPA and State of Florida standards where applicable and shall be performed by a EPA Certified Facility Inspector or Management Planner, or Florida Registered Asbestos Consultant. The Laboratory Accreditation Program (NVLAP). When requested, survey reports addressing temporary fiber control measures and ultimate remediation procedures shall be signed and sealed by a Florida Registered Asbestos Consultant. Testing and survey activities may include:

- 12.01 Meeting with County personnel to determine project scope, schedule, time constraints and other requirements; research of existing records and plans; and facility survey activities including visual inspection to identify areas of suspected asbestos containing materials, assessment of their physical condition, and materials sampling from homogeneous materials.
- 12.02 Bulk sample analysis of suspected asbestos containing materials by EPA Method 600/R-93/116.
- 12.03 Report preparation including findings regarding the type, estimated percentage, general location and approximate quantities of asbestos present, and recommendations for temporary fiber control measures and ultimate remediation procedures, if requested.
- 12.04 The County reserves the right to request a quote from the awarded contractors/consultants for an abatement/remediation of the asbestos found on-site and detailed in the resulting report.
- 12.05 Proof of the appropriate licensing to abate/remediate asbestos will be required prior to the issuance of a purchase order to perform this work.

TASK 13.00 RADON HAZARD

The CONSULTANT shall provide upon written authorization qualified assistance to the COUNTY in the inspection, sampling, testing, and reporting of data for radon hazard in accordance with EPA and State of Florida Health and Rehabilitative Services. All measurements shall be taken by a Florida Certified Measurement Specialist. All devices shall be EPA listed and laboratory analysis performed by an EPA proficient laboratory.

- 13.01 Meeting with County personnel to determine project scope, schedule, time constraints and other requirements; research of existing records and plans; and facility survey activities including visual inspection to identify areas of suspected radon hazard, assessment of their physical condition, and materials sampling.
- 13.02 Sample analysis will be in accordance with USEPA and State of Florida, Health and Rehabilitative Services.
- 13.03 Report preparation regarding radon content will be in picocuries per liter and recommendations for remediation procedures, if requested.

TASK 14.00 LEAD HAZARD (potential exists in several major categories)

The CONSULTANT shall provide upon written authorization qualified assistance to the COUNTY in the inspection, sampling, testing, and reporting of data for lead hazard in accordance with EPA and State of Florida Health and Rehabilitative Services.

- 14.01 Meeting with County personnel to determine project scope, schedule, time constraints and other requirements, research of existing records and plans, and survey activities including visual inspection to identify areas of suspect lead containing materials, assessment of their physical condition, and materials sampling from homogenous materials.
- 14.02 Laboratory analysis of suspect lead containing materials.
- 14.03 Laboratory analysis of lead in drinking water.
- 14.04 Report preparation including findings about the general location of lead containing materials.
- 14.05 Lead Risk Assessment (done at time of lead inspection), to include detailed correction requirements (Control Plan and Lab costs included in cost); Lead Abatement using lead safe work practices.
- 14.06 Lead Clearance (to include all lab cost).
- 14.07 The County reserves the right to request a quote from the awarded contractors/consultants for an abatement/remediation of the lead found on-site and detailed in the resulting report.
- 14.08 Proof of the appropriate certification to abate/remediate lead will be required prior to the issuance of a purchase order to perform this work.

Department of Human Services Housing Services - **ONLY**

The Lee County Department of Human Services (DHS) administers housing programs for eligible households in Lee County. Work done on housing units constructed before 1978 requires compliance with U.S. Department of Housing and Urban Development requirements. Location and property information will be provided as affected units are identified. Houses are generally less than 2,000 square feet and will be located throughout Lee County. DHS is seeking line item pricing from qualified vendors for the following services:

- 14.09 Inspection. An inspection to determine the presence of lead must be completed prior to any DHS work commencing.
- 14.10 Lead Assessment. Either at the same inspection visit or in a subsequent visit, a full assessment must be completed using an XRF machine. Upon completion, the assessment must result in a detailed report of occurrence of lead and corrective actions, remediation, and/or abatement of lead.
- 14.11 Lead Clearance. The clearance testing and reporting must be done after any discovered lead has been corrected, remediated, and/or abated by a qualified contractor. Upon completion, the clearance test must result in a report indicating the level of lead found during the clearance test.
- 14.12 Lead Abatement. Abatement of lead in residential structures shall be determined after the completion of the Lead Assessment. DHS will utilize the recommendations for corrective actions, remediation, and/or abatement of lead resulting from the Lead Assessment to create and distribute a scope of work to the abatement contractor. Upon completion of the abatement work, a Lead Clearance test will be conducted. If the structure does not pass the clearance test, the Lead Abatement contractor must correct the faulty area, clean, and prepare the area for retesting. The cost of a second or any subsequent clearance test will be the

responsibility of the Lead Abatement contractor. Contractors responding to the Lead Abatement alternate item must provide certification of qualification to abate lead to be considered in this solicitation.

TASK 15.00 INDOOR AIR QUALITY

The CONSULTANT shall provide upon written authorization qualified assistance to the COUNTY in the inspection, sampling, testing, and reporting of data for indoor air quality consisting of a broad spectrum of potential problem sources. All activities shall conform to all current and existing OSHA regulations.

- 15.01 Initial Assessment and Consultation. Items under this task would include a visual survey of the facility, interview of building occupants, search of records and historical data, preliminary assessment and recommendations for further evaluations.
- 15.02 Detailed Evaluation Sampling and Testing. Based on the results obtained during Task 15.01, perform a detailed evaluation of the indoor air quality including air sampling and laboratory analyses, HVAC system checks and balance, toxicity related evaluations and preparation of a detailed report summarizing observations, findings and work items required under this task, fees will be developed and negotiated with the County on a project by project basis.

Standard Insurance Requirements

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors’ interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

- \$500,000 per occurrence
 - \$1,000,000 general aggregate
 - \$500,000 products and completed operations
 - \$500,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

- \$500,000 combined single limit (CSL)

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida’s approval of such exemption. Employers’ liability will have minimum limits of:

- \$100,000 per accident
 - \$100,000 disease limit
 - \$500,000 disease – policy limit

- d. **Errors and Omissions** - Coverage shall include professional liability insurance, to cover claims arising out of negligent acts, errors or omissions of professional advice or other professional services.

- \$1,000,000 combined single limit (CSL) of BI and PD

*The required minimum limit of liability shown in a and b may be provided in the form of “Excess Insurance” or “Commercial Umbrella Policies.” In which case, a “Following Form Endorsement” will be required on the “Excess Insurance Policy” or “Commercial Umbrella Policy.”

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- a. **The certificate holder shall read as follows:**

**Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902**

- b. *“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials”* will be named as an **"Additional Insured"** on the **General Liability policy, including Products and Completed Operations coverage.**

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: _____ PROJECT NAME: _____

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS 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 CONTRACTOR 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 CANCELLATION OF THE CONTRACT BY LEE COUNTY.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature Title Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____ 20____, by _____ who has produced (Print or Type Name) _____ as identification. (Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

LEE COUNTY PROCUREMENT MANAGEMENT - BIDDERS CHECK LIST

IMPORTANT: Please check off each of the following items as the necessary action is completed:

- 1. The Solicitation has been signed and with corporate seal (if applicable).
- 2. The Solicitation prices offered have been reviewed (if applicable).
- 3. The price extensions and totals have been checked (if applicable).
- 4. Substantial and final completion days inserted (if applicable).
- 5. The original (must be manually signed) and 1 hard copy original and others as specified of the Solicitation has been submitted.
- 6. Two (2) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
- 7. All modifications have been acknowledged in the space provided.
- 8. All addendums issued, if any, have been acknowledged in the space provided.
- 9. Licenses (if applicable) have been inserted.
- 10. Erasures or other changes made to the Solicitation document have been initialed by the person signing the Solicitation.
- 11. Contractor's Qualification Questionnaire and Lee County Contractor History (if applicable).
- 12. DBE Participation form completed and/or signed or good faith documentation.
- 13. Bid Bond and/or certified Check, (if required) have been submitted with the Solicitation in amounts indicated.
- 14. Any Delivery information required is included.
- 15. Affidavit Certification Immigration Signed and Notarized
- 16. Local Bidder Preference Affidavit (if applicable)
- 17. The mailing envelope has been addressed to:
ADDRESS
Lee County Procurement Mgmt.
1825 Hendry St 3rd Floor
Ft. Myers, FL 33901
- 18. The mailing envelope **MUST** be sealed and marked with:
Solicitation Number
Opening Date and/or Receiving Date
- 19. The Solicitation will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise Solicitation cannot be considered or accepted.)

****This form is not required to be returned with your solicitation, but used as a tool when responding to the solicitation.**