



Advertise Date: Friday, August 03, 2018

Lee County Board of County Commissioners  
DIVISION OF PROCUREMENT MANAGEMENT

Invitation to Bid (B)  
Construction

Solicitation No.: **B180438DLK**

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Solicitation Name: **Solid Waste Bio-Solids Composting Facility Canopy Structure Replacements**

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Open Date/Time: **Wednesday, September 05, 2018** Time: **2:30 PM**

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Location: Lee County Procurement Management  
1500 Monroe Street 4th Floor  
Fort Myers, FL 33901

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Procurement Contact: **Diana Khan** Title **Manager**

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Phone: **(239) 533-8881** Email: **dkhan@leegov.com**

Requesting Dept. Solid Waste

**Pre-Bid Conference:**

Type: NON-Mandatory

Date/Time: **8/22/2018 9:00 AM**

Location: Procurement: Public Works Building, 1500 Monroe St 4th Floor, Fort Myers, FL 33901

All solicitation documents are available for download at  
[www.leegov.com/procurement](http://www.leegov.com/procurement)

**Electronic bidding is coming! Visit [www.leegov.com/bid](http://www.leegov.com/bid) to stay informed**



**LEE COUNTY**  
SOUTHWEST FLORIDA

Advertisement Date: **Friday, August 03, 2018**

**Notice to Bidder**

**Invitation to Bid #B180438DLK Solid Waste Bio-Solids Composting Facility Canopy Structure Replacements**

**Invitation to Bid (B) Construction**

Lee County, Florida, is requesting bids from qualified individuals/firms for

**Solid Waste Bio-Solids Composting Facility Canopy Structure Replacements**

Then and there to be publicly opened and read aloud for the purpose of selecting a vendor to furnish all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for Lee County, Florida, in conformance with solicitation documents, which include technical specifications and/or a scope of work.

Those individuals/firms interested in being considered for this solicitation are instructed to submit, in accordance with specifications, their Bids, pertinent to this project prior to

**2:30 PM Wednesday, September 5, 2018**

to the office of **Procurement Management, 1500 Monroe Street, 4<sup>th</sup> Floor, Fort Myers, Florida 33901**. The Invitation to Bid shall be received in a sealed envelope, prior to the time scheduled to receive Bid(s), and shall be clearly marked with the solicitation name, solicitation number, bidder name, and contact information as identified in these solicitation documents.

The Scope of Work/Specifications for this solicitation is available from [www.leegov.com/procurement](http://www.leegov.com/procurement). Bidders who obtain Scope of Work/Specifications from sources other than [www.leegov.com/procurement](http://www.leegov.com/procurement) are cautioned that the solicitation package may be incomplete. The County's official bidders list, addendum(s) and information must be obtained from [www.leegov.com/procurement](http://www.leegov.com/procurement). It is the bidder's responsibility to check for posted information. The County may not accept incomplete Bids.

**A Non-Mandatory Pre-Bid Conference has been scheduled for the following time and location:**

9:00 AM August 22, 2018 1500 Monroe Street, 4<sup>th</sup> FL, Fort Myers FL 33901

for the purpose of discussing the proposed project. Prospective bidders are encouraged to attend. All prospective bidders are encouraged to obtain and review plans, specifications, and scope of work for this bid before the pre-bid conference so that they may be prepared to discuss any question or concerns they have regarding this project. A site visit may follow the pre-bid conference. Questions regarding this solicitation are to be directed, in writing, to the individual listed below using the email address listed below or faxed to (239) 485 8383 during normal working hours.

**Diana Khan** [dkhan@leegov.com](mailto:dkhan@leegov.com)

Sincerely,

Laurie Victory, CPPB  
Procurement Manager

\*[www.leegov.com/procurement](http://www.leegov.com/procurement) is the County's official posting site

**Terms and Conditions**  
**INVITATION TO BID (B)**  
**CONSTRUCTION**

**1** DEFINITIONS

- 1.1 **Addendum/Addenda:** A written change, addition, alteration, correction or revision to a bid, proposal or contract Agreement/Contract. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.
- 1.2 **Approved Alternate:** Solicitation documents may make reference of specific manufacturer(s) or product(s). These references serve only as a recommendation and a guide to minimum quality and performance. The references are not intended to exclude approved alternatives of other manufacturer(s) or product(s).
- 1.3 **Bid/Proposal Package:** A bid/proposal is a document submitted by a vendor in response to some type of solicitation to be used as a basis for negotiations or for entering into a contract.
- 1.4 **Bidder/Responder/Proposer:** One who submits a response to a solicitation.
- 1.5 **County:** Refers to Lee County Board of County Commissioners.
- 1.6 **Due Date and Time/Opening:** Is defined as the date and time upon which a bid or proposal shall be submitted to the Lee County Procurement Management Division. Only bids or proposals received prior to the established date and time will be considered.
- 1.7 **Liquidated Damages:** Damages paid usually in the form of monetary payment, agreed by the parties to a contract which are due and payable as damages by the party who breaches all or part of the contract. May be applied on a daily basis for as long as the breach is in effect.
- 1.8 **Procurement Management:** shall mean the Director of Lee County’s Procurement Management Department or designee.
- 1.9 **Responsible:** A vendor, business entity or individual who is fully capable to meet all of the requirements of the bid/proposal solicitation documents and subsequent contract. Must possess the full capability including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.
- 1.10 **Responsive:** A vendor, business entity or individual who has submitted a bid or request for proposal that fully conforms in all material respects to the bid/proposal solicitation documents and all of its requirements, including all form and substance.
- 1.11 **Solicitation:** An invitation to bid, a request for proposal, invitation to negotiate or any document used to obtain bids or proposals for the purpose of entering into a contract.

**2** ORDER OF PRECEDENCE

- 2.1 In resolving conflicts, errors, and discrepancies, the order of precedence of the bid document is as follows
  - 2.1.1 Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, “Public Business”, Chapter 287 “Procurement of Personal Property and Services.”
  - 2.1.2 Lee County Procurement Management Manual and Ordinances
  - 2.1.3 Change Order
  - 2.1.4 Agreement
  - 2.1.5 Addenda
  - 2.1.6 Special Conditions
  - 2.1.7 General Conditions, if any
  - 2.1.8 Specifications
  - 2.1.9 Supplemental Information
  - 2.1.10 Drawings/Plans, if any
  - 2.1.11 Figure Dimensions, if any
  - 2.1.12 Scale Dimensions (Large Scale Drawings supersede Small Scale Drawings)
  - 2.1.13 Terms and Conditions

**3** RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES

- 3.1 It shall be the responsibility of the bidder to assure compliance with all other federal, state, or county codes, rules, regulations or other requirements, as each may apply. Any involvement with the Lee County shall be in accordance with but not limited to:

- 3.1.1 Lee County Procurement Management Manual
  - 3.1.2 Pursuant to FL § Section 119.071, Public Records, General exemptions from inspection or copying of public records. Sealed bids, proposals or replies received by the agency pursuant to a solicitation are exempt from public records request (s. 119.07(1) and s. 24(a), Art. I, of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals or final replies, whichever is earlier.
  - 3.1.3 FL § 215 regarding scrutinized companies and business operations.
  - 3.1.4 FL § 218 Public Bid Disclosure Act.
  - 3.1.5 Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, “Public Business”, Chapter 287 “Procurement of Personal Property and Services.”
  - 3.1.6 FL § 337.168 Confidentiality of official estimates, identities of potential bidders, and bid analysis and monitoring system.
  - 3.1.7 FL § Section 607.1501(1) states: A foreign corporation may not transact business in the State of Florida until it obtains a certificate of authority from the Department of State.
  - 3.2 **Local Business Tax Account:** As applicable, anyone providing merchandise or services to the public within the jurisdiction of Lee County must obtain a Lee County business tax account to operate unless specifically exempted.
  - 3.3 **License(s):** Bidder should provide, at the time of the opening of the bid, licenses required for this product and/or service.
- 4 BID – PREPARATION OF SUBMITTAL**
- 4.1 **Sealed Bid:** Submission must be in a sealed envelope/box, and the outside of the submission must be marked with the following information (Sealed Bid Label Form is attached for your use):
    - 4.1.1 Marked with the words “Sealed Bid”
    - 4.1.2 Bid Number
    - 4.1.3 Bid Title
    - 4.1.4 Bid Due Date
    - 4.1.5 Name of the firm submitting the bid
    - 4.1.6 Contact e-mail and telephone number
  - 4.2 **Bid submission shall include:**
    - 4.2.1 Provide two (2) hard copies. Mark each: one “Original”, one “Copy”
    - 4.2.2 Provide one (1) electronic CD ROM or flash drive set of the entire submission documents.
    - 4.2.3 Electronic submission document is to be one single Adobe PDF file in the same order as the original hard copy.
    - 4.2.4 Limit the color and number of images to avoid unmanageable file sizes.
    - 4.2.5 Use rewritable CD ROM and do not lock files.
  - 4.3 **Submission Format:**
    - 4.3.1 Required Forms: complete and return **all** required forms. If the form is not applicable please return with “Not Applicable” or “N/A” in large letters across the form.
    - 4.3.2 Failure to submit required or requested information may result in the bidder being found non-responsive.
    - 4.3.3 Execution of Bid: All documents must be properly signed by corporate authorized representative, witnessed, and where applicable corporate and/or notary seals affixed. All Bids shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the bids shall be initialed.
    - 4.3.4 If a cost/bid schedule was provided in Microsoft Excel format, the returned completed schedule should be included as a Microsoft Excel File on the CD ROM or Flash drive.
    - 4.3.5 The submission should not contain links to other web pages.
    - 4.3.6 Include any information requested by the County necessary to analyze your bid, i.e., required submittals, literature, technical data, financial statements.
    - 4.3.7 Bid Security/Bond(s), as applicable (Construction projects)
  - 4.4 **Preparation Cost:** The Bidder is solely responsible for any and all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any bid, or for any travel and per diem costs that are incurred by any Bidder.



- 5 RESPONSES RECEIVED LATE**
- 5.1 It shall be the Bidder's sole responsibility to deliver the bid submission to the Lee County Procurement Management Division prior to or on the time and date stated. All references to date and time herein reference Lee County, FL local time.
- 5.2 Any bids received after the stated time and date will not be considered. The bid shall not be opened at the public opening. Arrangements may be made for the unopened bid to be returned at the bidder's request and expense.
- 5.3 The Lee County Procurement Management Division shall not be responsible for delays caused by the method of delivery such as, but not limited to; internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.
- 6 BIDDER REQUIREMENTS (unless otherwise noted)**
- 6.1 **Responsive and Responsible:** Only bids received from responsive and responsible bidders will be considered. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicates an inability for the bidder to perform.
- 6.1.1 Bids may be declared "non-responsive" due to omissions of "Negligence or Breach of Contract" on the disclosure form. Additionally, bidders may be declared "not responsible" due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the bidder to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.
- 6.1.2 Additional sources may be utilized to determine credit worthiness and ability to perform.
- 6.1.3 Any bidder or sub-contractor that will have access to County facilities or property may be required to be screened to a level that may include, but is not limited to fingerprints, statewide criminal. There may be fees associated with these procedures. These costs are the responsibility of the bidder or sub-contractor.
- 6.2 **BID--Past Performance:** Bidders past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) may be reviewed. Poor or unacceptable past performance may result in bidder disqualification.
- 6.3 Submission packages, unless otherwise noted, will be considered only from bidders normally engaged in the provision of the services specified here in. The bidder shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform satisfactorily, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicated an inability of the bidder to perform.
- 7 PRE-BID CONFERENCE**
- 7.1 A pre-bid conference will be held in the location, date, and time specified on the cover of this solicitation. The cover will also note if the pre-bid conference is Non-Mandatory or Mandatory. All questions and answers are considered informal. All prospective bidders are encouraged to obtain and review the solicitation documents prior to the pre-bid conference so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the procurement staff noted on the first page of the bid document. A formal response will be provided in the form of an addendum (see "County Interpretation/Addendums" for additional information.) A site visit may follow the pre-bid conference, as applicable.
- 7.2 **Non-Mandatory:** Pre-bid conferences are generally non-mandatory, but it is highly recommended that prospective bidders participate.
- 7.3 **Mandatory:** Failure to attend a mandatory pre-bid conference will result in the bid being considered **non-responsive**.
- 8 COUNTY INTERPRETATION/ADDENDUMS**

- 8.1 Each Bidder shall examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be **submitted in writing prior to 5:00 PM at least eight (8) calendar days prior to the date when the submission is due.**
- 8.2 Response(s) will be in the form of an Addendum posted on [www.leegov.com/procurement](http://www.leegov.com/procurement). It is solely the bidder's responsibility to check the website for information. No notifications will be sent by Lee County Procurement Management Division.
- 8.3 All Addenda shall become part of the Contract Documents.
- 8.4 The County shall not be responsible for oral interpretations given by any County employee, representative, or others. Interpretation of the meaning of the plans, specifications or any other contract document, or for correction of any apparent ambiguity, inconsistency or error there in, shall be in writing. Issuance of a written addendum by the County's Procurement Management Division is the only official method whereby interpretation, clarification or additional information can be given.
- 9 QUALITY GUARANTEE/WARRANTY (as applicable)**
- 9.1 Bidder will guarantee their work without disclaimers, unless otherwise specifically approved by the County, for a minimum of twelve (12) months from the date of final completion.
- 9.2 Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of final completion.
- 9.3 Unless otherwise specifically provided in the specifications, the equipment must be warranted for twelve (12) months, shipping, parts and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the County.
- 9.4 If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed, the vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials, if in its judgment the item reflects unsatisfactory workmanship or manufacturing or shipping damage. The vendor shall refund, to the County, any money which has been paid for same.
- 10 SUBSTITUTION(S)/APPROVED ALTERNATE(S)**
- 10.1 Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If a bidder wishes to make a substitution in the specifications, the bidder shall furnish to the County, **no later than ten (10) business days prior to the bid opening date**, the name of the manufacturer, the model number, and other identifying data and information necessary to aid the County in evaluating the substitution. Such information is submitted through the Procurement Management Division. Any such substitution shall be subject to County approval through the issuance of a written addendum by the County's Procurement Management Division. Substitutions shall be approved only if determined by the County to be an **Approved Alternate** to the prescribed specifications.
- 10.2 A bid containing a substitution is subject to disqualification if the substitution is not approved by the County. Items bid must be identified by brand name, number, manufacturer and model, and shall include full descriptive information, brochures, and appropriate attachments. Brand names are used for descriptive purposes only. An **Approved Alternate** product or service may be used.
- 11 NEGOTIATED ITEMS**
- 11.1 Any item not outlined in the Scope of Work/Specifications may be subject to negotiations between the County and the successful bidder.
- 11.2 After award of this bid the County reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion.

- 11.3 At contract renewal time(s) or in the event of significant industry wide market changes, the County may negotiate justified adjustments such as price, terms, etc., if in its sole judgment, the County considers such adjustments to be in their best interest.
- 12 ERRORS, OMISSIONS, CALCULATION ERRORS (as applicable)**
- 12.1 **Calculation Errors:** In the event of multiplication/addition error(s), the unit price shall prevail. Written prices shall prevail over figures where applicable. All bids will be reviewed mathematically and corrected, if necessary, using these standards, prior to further evaluation.
- 13 CONFIDENTIALITY**
- 13.1 Bidders should be aware that all submissions provided are subject to public disclosure and will **not** be afforded confidentiality, unless provided by Chapter 119 FL §.
- 13.2 If information is submitted with a bid that is deemed “Confidential” the bidder must stamp those pages of the submission that are considered confidential. The bidder must provide documentation as to validate why these documents should be declared confidential in accordance with Chapter 119, “Public Records,” exemptions.
- 13.3 Lee County **will not reveal engineering estimates or budget amounts for a project** unless required by grant funding or unless it is in the best interest of the County. According to FL § 337.168: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration.
- 14 BID -- CONFLICT OF INTEREST**
- 14.1 **Business Relationship Disclosure Requirement:** The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statutes. All bidders must disclose with their submission the name of any officer, director or agent who is also an employee of the Lee County or any of its agencies. Further, all bidders must disclose the name of any County employee who owns directly or indirectly, an interest of five percent (5%) or more in the bidder’s firm or any of its branches.
- 15 ANTI-LOBBYING CLAUSE (Cone of Silence)**
- 15.1 Following FL § Section 287.057(23), Upon the issuance of the solicitation, prospective proposers/bidders or any agent, representative or person acting at the request of such proposer/bidder shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any Commissioner, Evaluation Review Committee, agent or employee of the County other than the Procurement Management Director or their designee. This prohibition begins with the issuance of any solicitation, and ends upon execution of the final contract or when the solicitation has been cancelled. **If it is determined that improper communications were conducted, the Bidder/Proposer maybe declared non-responsible.**
- 16 DRUG FREE WORKPLACE**
- 16.1 Lee County Board of County Commissioners encourages Drug Free Workplace programs.
- 17 DISADVANTAGED BUSINESS ENTERPRISE (DBE)**
- 17.1 The County encourages the use of Disadvantaged Business Enterprise Bidder(s) as defined and certified by the State of Florida Department of Transportation (DBE).
- 17.2 As requested in the required forms the Bidder is required to indicate whether they and/or any proposed sub-contractor(s) 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, as defined and certified by the State of Florida Office of Supplier Diversity (Minority), are encouraged to respond.
- 18 ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY**

- 18.1 The bidder agrees to comply, in accordance with FL § 287.134, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- 18.2 The bidder will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The bidder 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, disability or marital status.
- 18.3 The bidder will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The bidder will take such actions in respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.
- 18.4 An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- 19 SUB-CONTRACTOR**
- 19.1 The use of sub-contractors under this solicitation requires prior written authorization from the County representative.
- 20 BID - PROJECT GUIDELINES (as applicable)**
- 20.1 The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall service as a guide to the bidder(s) in conforming to the provision of goods and/or services to be provided pursuant to this Agreement/Contract:
- 20.1.1 No amount of work is guaranteed upon the execution of an Agreement/Contract.
- 20.1.2 Rates and all other negotiated expenses will remain in effect throughout the duration of the Agreement/Contract period.
- 20.1.3 This contract does not entitle any bidder to exclusive rights to County Agreement/Contracts/contracts. The County reserves the right to perform any and all available required work in-house or by any other means it so desires.
- 20.1.4 In reference to vehicle travel, mileage and man-hours spent in travel time, is considered incidental to the work and not an extra compensable expense.
- 20.1.5 Lee County reserves the right to add or delete, at any time, and or all material, tasks or services associated with this Agreement/Contract.
- 20.1.6 Any Single Large Project: The County, in its sole discretion, reserves the right to separately solicit any project that is outside the scope of this solicitation, whether through size, complexity or the dollar value.
- 21 BID – TIEBREAKER**
- 21.1 Whenever two or more Bids, which are equal with respect to price, quality and service, are received for procurement of commodities or contractual services, from Responsive and Responsible Bidders, the following steps shall be taken to establish the Award to the lowest Bidder. This method shall be used for all ties.
- 21.1.1 ~~Step 1 – Local Bidder: Between a Local Bidder, and a non-Local Bidder, a Contract Award, or the first opportunity to negotiate, as applicable, shall be made to the Local Bidder. If local preference is prohibited by the funding source then step 2 will replace step 1. Not Applicable to this project.~~
- 21.1.2 Step 2 - Drug Free Workplace: At the conclusion of step 1, if all is equal, the Bidder with a Drug Free Workplace program shall be given preference over a Bidder with no Drug Free Workplace

program. The Contract Award, or the first opportunity to negotiate, as applicable, shall be made to the Bidder with the Drug Free Workplace program.

21.1.3 **Step 3 - Coin Flip:** At the conclusion of Step 1 and Step 2, if all is equal, the Contract Award, or the first opportunity to negotiate, as applicable, the final outcome shall be determined by the flip of a coin.

21.2 When the tie has been broken pursuant to the above procedures, the Contract Award, or the first opportunity to negotiate, as applicable, shall be furnished to the prevailing Bidder.

21.3 If an Award or negotiation is unsuccessful with the initial Bidder, Award or negotiations may commence with the next highest Bidder, utilizing the tiebreaker steps above to make the determination of next lowest Bidder, if necessary.

## 22 WITHDRAWAL OF BID

22.1 No bid may be withdrawn for a period of **180 calendar days** after the scheduled time for receiving submissions. A bid may be withdrawn prior to the solicitation opening date and time. Withdrawal requests must be made in writing to the Procurement Management Director, who will approve or disapprove the request.

22.2 A bidder may withdraw a submission any time prior to the opening of the solicitation.

22.3 After submissions are opened, but prior to award of the contract by the County Commission, the Procurement Management Director may allow the withdrawal of a bid because of the mistake of the bidder in the preparation of the submission document. In such circumstance, the decision of the Procurement Management Director to allow the submission withdrawal, although discretionary, shall be based upon a finding that the bidder, by clear and convincing evidence, has met each of the following four tests:

22.3.1 The bidder acted in good faith in submitting the bid,

22.3.2 The mistake in bid preparation that was of such magnitude that to enforce compliance by the bidder would cause a severe hardship on the bidder,

22.3.3 The mistake was not the result of gross negligence or willful inattention by the bidder; and

22.3.4 The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the Agreement/Contract.

## 23 PROTEST RIGHTS

23.1 Any bidder that has submitted a formal response to Lee County, and who is adversely affected by an intended decision with respect to the award, has the right to protest an intended decision posted by the County as part of the solicitation process.

23.2 “Decisions” are posted on the Lee County Procurement Management Division website. Bidders are solely responsible to check for information regarding the solicitation. ([www.leegov.com/procurement](http://www.leegov.com/procurement))

23.3 Refer to the “Bid/Proposal Protest Procedure” section of the Lee County “Contracts Manual” for the complete protest process and requirements. The Manual is posted on the Lee County website or may be obtained by contacting the Procurement Management Director.

23.4 In order to preserve the right to protest, a written “**Notice Of Intent To File A Protest**” **must be filed with the Lee County Procurement Management Director by 4:00 PM on the 3<sup>rd</sup> working day after the decision** affecting your rights is posted on the Lee County website.

23.4.1 The notice must clearly state the basis and reasons for the protest.

23.4.2 The notice must be physically received by the Procurement Management Director with-in the required time frame. No additional time will be granted for mailing.

23.5 To secure the right to protest a “**Protest Bond**” and written “**Formal Protest**” document must be filed **within 10 calendar days** after the date of “*Notice of Intent to File a Protest*” is received by the Procurement Management Director.

23.6 **Failure to follow the protest procedures requirement within the time frames as prescribed herein and established by the Lee County Board of County Commissioners, Florida, shall constitute a waiver of the right to protest and bar any resulting claims.**

## 24 AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES



- 24.1 This opportunity is also made available to any government entity. Pursuant to their own governing laws, and subject to the Agreement/Contract of the vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. Lee County Board of County Commissioners will not be financially responsible for the purchases of other entities from this solicitation.

## 25 CONTRACT ADMINISTRATION

### 25.1 Designated Contact:

- 25.1.1 The awarded bidder shall appoint a person(s) to act as a primary contact for all County departments. This person or back-up shall be readily available during normal working hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.
- 25.1.2 Lee County requires the awarded bidder to provide the name of a contact person(s) and phone number(s) which will afford Lee County access 24 hours per day, 365 days per year, of this service in the event of major breakdowns or natural disasters.

### 25.2 BID – Term: (unless otherwise stated in the Scope of Work or Detailed Specifications)

- 25.2.1 Unless otherwise stated in the scope of work, specifications, or special conditions the default **contract term shall be one (1) year with three (3), one (1) year renewals for a total of four (4) years upon mutual written agreement of both parties.**
- 25.2.2 The County reserves the right to renew this Agreement/Contract (or any portion thereof) and to negotiate pricing as a condition for each.
- 25.2.3 The County's performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.

### 25.3 BID – Basis of Award:

- 25.3.1 The bid is awarded under a system of sealed, competitive bidding to the lowest responsive and responsible bidder.
- 25.3.2 In the event the lowest responsive and responsive bid for a project exceeds the available funds the County may negotiate an adjustment of the bid price with the lowest responsive and responsive bidder, in order to bring the total cost of the project within the amount of available funds.
- 25.3.3 The County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof. The County reserves the right to reject any and all bids or to waive any minor irregularity or technicality in the bids received. Award will be made to the lowest responsive and responsive bidder(s) within the category chosen for basis of award.
- 25.3.4 The County reserves the right to award to one or multiple bidders at the discretion of the requesting authority and approval of the Procurement Management Director.

### 25.4 Agreement/Contracts/Contracts:

- 25.4.1 The awarded bidder 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://www.leegov.com/procurement/forms>.

### 25.5 Records:

- 25.5.1 Retention: The bidder shall maintain such financial records and other records as may be prescribed by Lee County or by applicable federal and state laws, rules and regulations. Unless otherwise stated in the specifications, the bidder shall retain these records for a period of five years after final payment, or until they are audited by Lee County, whichever event occurs first.
- 25.5.2 Right to Audit/Disclosure: These records shall be made available during the term of the contract as well as the retention period. These records shall be made readily available to County personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule. Awarded Bidder/Proposer(s) are hereby informed of their requirement to comply with FL §119 specifically to:
- 25.5.2.1 Keep and maintain public records required by the County to perform the service.
- 25.5.2.2 Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided or as otherwise provided by law.

- 25.5.2.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- 25.5.2.4 Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
- 25.5.3 **Public Record: IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, <http://www.leegov.com/publicrecords>.**
- 25.5.4 **Ownership:** It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications and all data prepared or obtained by the successful bidder in connection with its services hereunder, include any documents bearing the professional seal of the successful bidder, and shall be delivered to and become the property of Lee County, prior to final payment to the successful bidder or the termination of the Agreement/Contract. This includes any electronic versions, such as CAD or other computer aided drafting programs.
- 25.6 **Termination:**
- 25.6.1 Any Agreement/Contract 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.
- 25.6.2 The Procurement Management Director may immediately terminate any Agreement/Contract as a result of this solicitation for emergency purposes, as defined by the Lee County Purchasing and Payment Procedures Manual (Purchasing Manual), (also known as Appendix "D" "AC-4-1.pdf".)
- 25.6.3 Any bidder 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 for a waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by the Procurement Management Department.
- 25.6.4 The County reserves the right to terminate award or contract following any of the below for goods or services over \$1,000,000:
- 25.6.4.1 Contractor is found to have submitted a false certification as provided under FL § 287.135 (5);
- 25.6.4.2 Contractor has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (FL §215.473);
- 25.6.4.3 Contractor has engaged in business operations in Cuba or Syria (FL § 215.471);
- 25.6.4.4 Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel. (FL § 215.4725)
- 25.6.4.5 The County reserves the right to review, on a case-by-case basis, and waive this stipulation if it is deemed to advantageous to the County.



- 26.1 Once this contract expires, or final payment has been requested and made, the awarded bidder shall have waived any claims against the County concerning this contract. After that period, the County will consider the bidder to have waived any right to claims against the County concerning this Agreement/Contract.
- 27 LEE COUNTY PAYMENT PROCEDURES**
- 27.1 Unless otherwise noted, all vendors are requested to mail an original invoice to:  
**Lee County Finance Department**  
**Post Office Box 2238**  
**Fort Myers, FL 33902-2238**
- 27.2 All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specifications for this project.
- 27.3 Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, proposer, or bidder for the preparation of these specifications.
- 27.4 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 bidders should include in their bids, all sales or use taxes, which they will pay when making purchases of material or sub-contractor's services.
- 28 SAFETY DATA SHEETS (SDS) (as applicable)**
- 28.1 In accordance with Chapter 443 of the FL §, it is the vendor's responsibility to provide Lee County with Safety Data Sheets on bid materials, as may apply to this procurement.
- 29 DEBRIS DISPOSAL (as applicable)**
- 29.1 Unless otherwise stated, the bidder shall be fully responsible for the lawful removal and disposal of any materials, debris, garbage, vehicles or other such items which would interfere with the undertaking and completion of the project. There shall not be an increase in time or price associated with such removal.
- 30 SHIPPING (as applicable)**
- 30.1 Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the bidder unless otherwise agreed upon in writing prior to service. It shall be the bidders responsibility to make appropriate arrangements, and to coordinate with authorized personnel at the site, for proper acceptance, handling, protection and storage (if available) of equipment and material delivered. All pricing to be F.O.B. destination.
- 30.2 The materials and/or services delivered under the bid 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.
- 31 BOND/SURETY (CONSTRUCTION)**
- 31.1 Bonding/Surety is required for construction projects over \$100,000.00 unless otherwise noted.
- 31.2 **Bid Bond/Security:** The bidder/vendor shall submit **not less than 5% of proposed dollar amount** (including applicable alternates) as bid security. One **ORIGINAL** Bid Bond/Security is to be submitted to the County with Bid Submission. The Bid Security of the bidder/vendor will be retained until the bidder/vendor has executed the contract, whereupon the Bid security may be returned. The bid Security of the bidder/vendor whom the County believes to have a reasonable chance of receiving the award may be retained by the County until the effective date of the Agreement/Contract, whereupon Bid Securities furnished by the bidder/vendor may be returned. The following types of Bid Security are acceptable:
- 31.2.1 **A Certified Check or a Cashier's Check** in the stated dollar amount of not less than 5% of proposed dollar amount. Any Certified Check or Cashier Check submitted in lieu of a Bid Bond Shall be drawn on a solvent bank or trust company, made payable to Lee County Board of County Commissioners and shall have all necessary documentary revenue stamps attached (if required by law); or
- 31.2.2 **A Bid Bond** may be submitted on a Lee County paper Bid Bond Form. Must be signed by all required parties, of not less than 5% of proposed dollar amount (including Alternate(s) as applicable) shall

accompany each submission. The Bid Bond shall be issued by a duly authorized surety authorized to do business and in good standing with the Florida Department of state.

31.3 **Payment and Performance Bond:** In accordance with F.S. 255.05 and Lee County Ordinance 95-2-102, a Public Payment and Performance Bond is to be issued in a sum equal to one-hundred (100%) percent of the total awarded contract amount by a surety company considered satisfactory by Lee County and otherwise authorized to transact business in the State of Florida shall be required from the successful bidder/vendor. This shall insure the faithful performance of the obligations imposed by the resulting contract and protect the County from lawsuits for non-payment of debts incurred during the successful bidder/vendor performance under such Contract.

31.3.1 A public Payment and Performance bond must be properly executed, by the Surety Company and successful bidder/vendor, and recorded with the Lee County Clerk of Court, within **seven calendar days** after notification by Lee County of the approval to award the Contract.

31.3.2 A **Clean Irrevocable Letter of Credit or Cash Bond** may be accepted by the County in lieu of the Public Payment and Performance Bond.

31.4 Only Lee County form(s) may be accepted. Forms are available at <https://www.leegov.com/procurement/forms>.

31.5 **Personal Checks are not acceptable to Lee County as a Bid Security.**

31.6 **Surety:** In order to be acceptable to the County, a Surety Company issuing Evidence of Bondability, Bid Guaranty Bonds or 100% Public Payment and Performance Bonds or Letters of Credit called for herein shall meet and comply with the minimum standards set forth in as part of the Contract Documents.

The surety company shall be authorized to do business and in good standing with the Florida Department of State. All such bonds shall be issued or countersigned by a local producing agent who is a Florida resident with satisfactory evidence of its authority to execute the bond being submitted.

## 32 INSURANCE (AS APPLICABLE)

32.1 Insurance shall be provided by the awarded bidder/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.

End of Terms and Conditions Section

## INSURANCE GUIDE

## Lee County Insurance Requirements including Builders Risk

**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:

\$1,000,000 per occurrence  
 \$2,000,000 general aggregate  
 \$1,000,000 products and completed operations  
 \$1,000,000 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:

\$1,000,000 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:

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

- d. **Builders Risk Insurance** - This coverage will be provided by all contractors involved in the construction of a new building, or the improvement, alteration or renovation of an existing structure with project value of \$500,000 or more. This coverage should be considered automatic on projects involving new construction or major additions to existing structures and in addition to the general liability and workers' compensation requirements found in this manual.

*\*The required minimum limit of liability shown in a or 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.
3. Place the project name and number in the Description of Operations box.
4. Insurance carriers providing coverage required herein shall be licensed to conduct business in the State of Florida and shall possess a current A.M. Best’s Financial Strength Rating of B+ Class VII or better.

End of Insurance Guide Section

**SPECIAL CONDITIONS**

These are conditions that are in relation to this solicitation only and have not been included in the County’s standard Terms and Conditions or the Scope of Work.

**1. GENERAL CONDITIONS ITEMS 21**

21. BID – TIEBREAKER

21.1 Whenever two or more Bids, which are equal with respect to price, quality and service, are received for procurement of commodities or contractual services, from Responsive and Responsible Bidders, the following steps shall be taken to establish the Award to the lowest Bidder. This method shall be used for all ties.

21.1.1 ~~Step 1 – Local Bidder: Between a Local Bidder, and a non Local Bidder, a Contract Award, or the first opportunity to negotiate, as applicable, shall be made to the Local Bidder. If local preference is prohibited by the funding source then step 2 will replace step 1. Not~~ **Applicable to this project.**

**2. TERM**

From the Notice to Proceed or the Purchase Order date, whichever applies: **90** calendar days to substantial completion, **120** calendar days to final completion.

**3. LIQUIDATED DAMAGES (CONSTRUCTION)**

In accordance with the terms set forth in the Agreement, for each consecutive calendar day of delay in achieving Substantial Completion as set forth herein, the Contractor shall be liable to the County for liquidated damages. Liquidated damages are based on the entire project amount per calendar day using the table below.

<b>Estimated Project Cost Over</b>	<b>Estimated Project Cost But Less than</b>	<b>Daily Charge Per Calendar Day</b>
\$0.00	\$50,000.00	\$645.00
\$50,000.00	\$250,000.00	\$760.00
\$250,000.00	\$500,000.00	\$970.00
\$500,000.00	\$2,500,000.00	\$1,500.00
\$2,500,000.00	\$5,000,000.00	\$2,400.00
\$5,000,000.00	\$10,000,000.00	\$3,300.00
\$10,000,000.00	\$15,000,000.00	\$4,600.00
\$15,000,000.00	\$20,000,000.00	\$4,300.00
\$20,000,000.00 over		\$5,700.00 plus .00005

**4. AWARD**

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

4.2 The County reserves the right to award to the contractor whose prices, in its sole judgment, are the most realistic in terms of provision of the best services and in the best interest of the County. Additionally, the County reserves the right to reject any and all bids at any time, unconditionally, and without cause. The County reserves the right to reject any bids or portion of the bid with just cause, which shall include, but not be limited to an “unbalanced bid”, to the detriment of the County. An “unbalanced bid” shall include: excessive unit pricing, other unfair pricing for materials or labor, or a disproportionate allocation of cost to the County for the actual construction performed

**5. PERMITS AND ENGINEERING**

- 5.1 It shall be the responsibility of the selected Vendor(s) to obtain and pay for all permits, impact fees, licenses, governmental charges, and/or inspection fees applicable and necessary in order to complete the work contracted through this solicitation.
- 5.2 Permits and licenses of regulatory agencies, which are necessary to be maintained after completion of the guarantee period, shall be secured and paid for by the County.
- 5.3 The Contractor is responsible for engineering in order to begin or complete replacement structures when and as necessary. Such costs shall be included in pricing provided within proposal.
- 5.4 County permit fees and details are available on the agency website here: <https://www.leegov.com/dcd/fees> by selecting “View Community Development Fees”

**6. FEMA REIMBURSEMENT**

- 6.1 Work completed under this Contract is expected to be reimbursed by FEMA as a result of damages caused by Hurricane Irma. As such, clauses, provisions, and conditions contained herein regarding federal funding shall be fully understood by Bidder(s) and shall be followed by all awarded Contractors.

End of Special Conditions Section



## GENERAL CONDITIONS

### 1. Administration

The Consultant is the initial interpreter of the Contract Documents but is not the Judge between the COUNTY and the CONTRACTOR. The COUNTY reserves the right to make final decisions considering the Consultant's recommendations or interpretations of the Contract Documents. The Consultant does not have authority to obligate or commit the COUNTY to fund additional expenditures or approve extensions of time over the approved Contract time or price. However, the CONSULTANT'S interpretation as to the intent of his design shall be final and not subject to interpretation by the COUNTY'S staff.

#### 1.1. Copies of Documents

The COUNTY shall furnish to the CONTRACTOR the number of copies specified in the Supplemental Information of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction which shall be paid by the CONTRACTOR.

#### 1.2. Before Starting Construction

Before undertaking each phase of the Work, the CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. The CONTRACTOR shall promptly report in writing to the OWNER'S REPRESENTATIVE any conflict, error or discrepancy which the CONTRACTOR may discover or other information known to the CONTRACTOR and shall obtain a written interpretation or clarification from the OWNER'S REPRESENTATIVE before proceeding with any Work affected thereby. If the CONTRACTOR performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the OWNER'S REPRESENTATIVE, the CONTRACTOR shall assume responsibility for such performance and shall share in costs associated with correction; however, the CONTRACTOR shall not be liable to the COUNTY for failure to report any conflict, error or discrepancy in the Contract Documents, unless the CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

1.2.1. Within ten calendar days after the Effective Date of the Agreement (unless otherwise specified in the Contract Documents), the CONTRACTOR shall submit to the OWNER'S REPRESENTATIVE for review:

- 1.2.1.1. An estimated progress schedule indicating the starting and completion dates of the various stages of the Work:
- 1.2.1.2. Long lead item(s) shall be identified and scheduled accordingly.
- 1.2.1.3. A preliminary schedule of Shop Drawing submission; and
- 1.2.1.4. A preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction on form No. CMO:013. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by the CONTRACTOR at the time of submission; and specify times for Application for Payment.
- 1.2.1.5. A plan of work for maintenance of traffic, when the Contract Documents require maintenance of traffic.
- 1.2.1.6. For informational purposes, a proposed listing of sub-contractors to be used for the project.



### 1.2.2. **Pre-Construction Conference**

Within fifteen calendar days after the Effective Date of the Agreement, but before the CONTRACTOR starts the Work at the site, a conference attended by the CONTRACTOR, the OWNER'S REPRESENTATIVE, the COUNTY, and Others as appropriate, will be held to discuss the items, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish an understanding among the parties as to the Work.

### 1.2.3 **Finalizing Schedules**

At least ten calendar days before submission of the first Application for payment, a conference attended by the CONTRACTOR, the OWNER'S REPRESENTATIVE, the COUNTY, and Others as appropriate, will be held to finalize the schedules submitted. The finalized progress schedule will be acceptable to the OWNER'S REPRESENTATIVE and the COUNTY as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on the OWNER'S REPRESENTATIVE or the COUNTY responsibility for the progress or scheduling of the Work nor relieve the CONTRACTOR from full responsibility therefor. The finalized schedule of Shop Drawing submissions will be acceptable to the OWNER'S REPRESENTATIVE as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to the OWNER'S REPRESENTATIVE and the COUNTY as to form and substance.

## **Definitions**

The following definition of terms associated with this Contract is provided to establish a common understanding between both parties to this Contract as to the intended usage, application and interpretation of such terms pertaining to this Contract.

*ADDENDUM* means any additional Contract provisions in writing signed and sealed by the CONSULTANT, if applicable, issued by the COUNTY prior to the receipt of Bid which clarify, correct, change or interpret the Bidding Documents or the Contract Documents.

*AGREEMENT* means the written agreement between the COUNTY and the CONTRACTOR covering the Work to be performed; the Agreement is a part of the Contract Documents.

*BIDDER* is any individual, firm, partnership, joint venture, or corporation submitting a bid for this project, acting directly or through an authorized representative.

*BID* is a complete and properly signed proposal to do the Work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents.

*BID BOND* is a security in the form and amount required by the COUNTY pledging that the BIDDER will enter into a Contract with the COUNTY on the terms stated in his Bid.

*BID DOCUMENTS* are the Invitation to Bid, the Notice to Bidders, the Invitation to Bid Terms and Conditions, sample forms, the Bid Proposal Form and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

*CHANGE ORDERS* are written order to the CONTRACTOR signed by the COUNTY, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract price or the Contract Time. The Contract Price and the Contract Time may be changed only by a Change Order.

A Change Order signed by the CONTRACTOR indicates his agreement therewith, including the adjustment in the Contract Price or the Contract Time.

*COMPLETION (FINAL)* means acceptance of the Project by the COUNTY as evidenced by its signature upon a final payment Certification and approval thereof by the Board of County Commissioners or their designee. The final payment Certification shall be signed only after the COUNTY has assured itself by tests, inspections, or otherwise that all of the provisions of the Contract have been carried out as required.

*COMPLETION (SUBSTANTIAL)* shall mean an acceptance of the Work by the COUNTY when construction is sufficiently complete in accordance with the Contract Documents so the COUNTY can occupy or utilize the Work or designated portion thereof for the use for which it is intended. A certificate of occupancy or compliance, when applicable, issued by the Building Official is required concurrent with or prior to issuance of the Certificate of Substantial Completion.

*CONSTRUCTION* is the erection, fabrication, assembly, remodeling, renovation, addition, modification, repair or demolition of any building or structure or any appurtenances connected or attached to such buildings or structures. The term applies but is not limited to the repair, replacement modification or construction of roads, bridges, sidewalks, traffic devices, parking lots, drainage, underground and overhead utilities.

*CONSULTANT* is the person lawfully licensed to practice Architecture or Engineering and registered in the State of Florida, or an entity lawfully practicing Architecture or Engineering, identified as such in the Construction Contract, and is referred to throughout the Contract Documents as if singular in number and masculine in genre. The term CONSULTANT means the Architect or Engineer or his authorized representative.

*CONTRACT DOCUMENTS* consist of the Invitation to Bid, Agreement, General and Special Conditions of the Contract, Specifications, the Plans, Supplemental Information, Addenda issued prior to execution of the Contract, all written modifications issued after execution of the Contract, all provisions required by law to be inserted in this Contract whether actually inserted or not, and a Contract Number issued by the COUNTY.

A *MODIFICATION* is:

- (1) A written Amendment to the Contract.
- (2) A Change Order.
- (3) A written interpretation necessary for the proper execution or progress of the Work issued by the OWNER'S Representative.
- (4) A Field Change Order.
- (5) A Field Directive Change.

*CONTRACT PRICE* means the total monies payable to the CONTRACTOR under the Contract Documents.

*CONTRACT TIME* means the number of Calendar days stated in the Agreement for the purpose of establishing Substantial Completion and Final Completion dates.

*CONTRACTOR* is the person, firm, joint venture, or corporation with whom the COUNTY has contracted and who has the primary responsibility for performance of the work.

*COUNTY* means the Board of County Commissioners of Lee County, Florida, a political subdivision of the State of Florida, its successors and assigns. Also hereinafter referred to as OWNER.

*DAYS* - The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically designated. A calendar day constitutes twenty four hours measured from midnight to the next midnight.

*DEFECTIVE* - An adjective which when modifying the word “Work” refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to the OWNER’S REPRESENTATIVE recommendation of final payment.

*EFFECTIVE DATE OF THE AGREEMENT* means the date on which the agreement is signed and delivered by the latter of the two parties.

*ENGINEER* shall mean the Director of the Lee County Department of Transportation or his designated County Project Manager.

*FIELD CHANGE ORDER* is a written change order requested by the OWNER’S Representative, accepted by the CONTRACTOR, and approved by the PROJECT MANAGER for minor changes in the Work, not involving adjustments in the Contract Sum or an extension of Time, and not inconsistent with the overall intent of the Contract Documents.

*FIELD DIRECTIVE CHANGE* - A written directive to the CONTRACT, issued on or after the effective date of the Agreement ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as defined elsewhere in these documents. A Field Directive Change may not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Field Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or the Contract Time.

*FINAL ACCEPTANCE* means acceptance of the Work by the COUNTY upon the expiration of the warranty period as stated in the Contract Documents.

*MATERIALS* - Anything used in the process of, but not limited to, constructing, demolishing, renovating or remodeling of any building, structure, road, bridge, recreational facility, transportation element and utility or any addition thereto utilized for this project.

*NOTICE* means written notice. Notice shall be served upon the CONTRACTOR either personally or by leaving the said Notice at his residence or with his agency in charge of the Work, or addressed to the CONTRACTOR at the residence or place of business stated in the Bid Proposal and deposited in a postpaid wrapper in any United States Mailbox.

*NOTICE TO PROCEED* is a written instrument issued by the COUNTY to the CONTRACTOR, authorizing the CONTRACTOR to commence Work on the Project. The NOTICE TO PROCEED shall include the effective date of Commencement.

*NOTICE OF AWARD* means the written Notice given by the COUNTY to the successful Bidder.

*NOTICE OF TERMINATION* is a written instrument issued in accordance with the Contract Documents by the COUNTY to the CONTRACTOR or by the CONTRACTOR to the COUNTY notifying the receiving party that the Contract is being terminated. The NOTICE shall clearly identify the effective date the Contract is to be terminated.

*OWNER'S REPRESENTATIVE* is the CONSULTANT contracted by the COUNTY for Professional Services during the construction phase of this project or a qualified person authorized as his official representative, or in the absence of such a contract, the project Manager will be considered the OWNER'S REPRESENTATIVE for the purpose of this Contract Document. The OWNER'S REPRESENTATIVE is not authorized to issue change orders to the contract sum, contract time or scope of work without express approval of the Board of County Commissioners.

*PLANS AND/OR DRAWINGS* are a graphic representation of the arrangement of the materials or parts of the construction of the project and are a portion of the Contract Documents.

*PROCUREMENT MANAGEMENT* shall mean the Director of Lee County's Procurement Management Department or designee.

*PROJECT* shall mean the entire improvement of which this contract forms a part.

*PROJECT MANAGER* is an employee of the Department or the COUNTY which requested the Contract and is a designee authorized by or for that Department who is the representative of the Board of County Commissioners in matters concerning the contractor of this project. The project manager will act as the OWNER'S REPRESENTATIVE in the absence of a contract with a CONSULTANT. The PROJECT MANAGER is not authorized to issue changes to the Contract Sum, Contract Time, or Scope of Work without express approval by the Department Director, County Manager, or Board of County Commissioners.

The PROJECT MANAGER, within the authority conferred by the Board of County Commissioners, acting as the COUNTY'S designated representative shall initiate written Change Orders, and notification to the CONTRACTOR of any and all changes approved by the COUNTY in the CONTRACTOR'S (1) compensation (2) time and/or schedule of service delivery; (3) any Amendment (s) or other change(s) relative to the WORK and ADDITIONAL SERVICES pursuant to this Contract, or AMENDMENTS, or CHANGE ORDERS pertaining thereto. Following COUNTY approval, the Project Manager shall coordinate assurance of any such documents. The PROJECT MANAGER or his designee shall be responsible for acting on the COUNTY'S behalf to administer, coordinate, interpret and otherwise manage the contractual provisions and requirements set forth in this Contract, or any AMENDMENT(S), or CHANGE ORDER(S) issued there under.

*SPECIFICATIONS* are written documents organized into divisions, sections, and articles which provide detailed instructions to the CONTRACTOR pertaining, but not limited to, materials, style, workmanship, fabrication, dimensions, colors, warranties, finishes, quality, manufacturer, grade and operational data of all components to be provided by the CONTRACTOR and incorporated into the Project.

*SUB-CONTRACTOR* is a person, firm, partnership, corporation, or entity who has a direct contract with the CONTRACTOR to perform any of the Work at the site. The term Sub-contractor does not include

those whose sole purpose is that of a supplier of materials. A supplier of materials shall be classified as a Sub-contractor if it enters into any agreement, whether written or verbal, for the installation of said materials. The term Sub-contractor means a Sub-contractor or its authorized representative.

*SUPPLIER* - A manufacturer, fabricator, distributor, materialmen or vendor.

*SURETY* is the surety company or individual that is bound by Contract bond with and for the CONTRACTOR who is primarily liable, and is responsible for CONTRACTOR'S acceptable performance of the Project and payment of all debts pertaining to the Contract Documents in accordance with Section 255.05, Florida Statutes.

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

*WORK* is the construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

## **2. Starting the Work**

Written Notice to Proceed is contingent upon and will be done subsequent to the CONTRACTOR fully satisfying the COUNTY'S stated insurance and Bond submittal requirements. Until the CONTRACTOR receives the COUNTY'S written Notice to Proceed, the CONTRACTOR is advised that the COUNTY will not be liable for any expenses which the CONTRACTOR may incur relative to this Contract before the written Notice to Proceed is issued.

- 2.1. The Contract time shall commence to run from the date specified in the "Notice to Proceed".
- 2.2. The CONTRACTOR is required, before commencing the Work, to deliver to the COUNTY the Public Payment and Performance Bond issued by a surety insurer authorized to do business in the State of Florida as Surety. The Bond must state the name and principal business address of both the principal and the Surety and must contain a description of the project sufficient to identify it and post in conspicuous place at the project site.
- 2.3. The COUNTY will forward to the CONTRACTOR a Notice of Commencement along with a copy of the recorded Public Payment and Performance Bond with instructions to post in a conspicuous spot on the project site.

## **3. Interpretation Intent, Amending and Reuse of Contract Documents**

It is the intent of the Specifications and Plans to describe a complete Project to be constructed in accordance with the Contract Documents.

- 3.1 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If the CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall immediately call it to the attention of the OWNER'S REPRESENTATIVE in writing before proceeding with the Work affected thereby.
- 3.2 Any Work that may be reasonably inferred from the specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for.

3.3 Work, materials or equipment described in words which have a well-known technical or trade meaning, shall be deemed to refer to such recognized standards.

3.4 In resolving conflicts, errors, and discrepancies, the order of precedence of the Contract Document is as follows:

- (1) Change Order
- (2) Agreement
- (3) Addenda
- (4) Special Conditions
- (5) General Conditions
- (6) Specifications
- (7) Supplemental Information
- (8) Drawings
- (9) Figure Dimensions
- (10) Scale Dimensions (Large Scale Drawings supersede Small Scale Drawings)
- (11) Terms and Conditions

3.5 Amending and Supplementing Contract Documents

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

3.5.1 A formal Written Amendment,

3.5.2 A Change Order.

3.5.3 A Field Directive Change.

The Contract Price and the Contract Time may only be changed by a Change Order or Written Amendment.

3.6 In addition, the requirements of the Contract Documents may be supplemented and minor variations and deviations of the Work may be authorized, in one or more of the following ways:

3.6.1 A Field Change Order,

3.6.2 The OWNER'S REPRESENTATIVE approval of a Shop Drawing or sample, or

3.6.3 The OWNER'S REPRESENTATIVE written interpretation or clarification.

3.7 Reuse of Documents

Neither the CONTRACTOR nor any SUB-CONTRACTOR or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with the COUNTY shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of the CONSULTANT; and they shall not reuse any of them on extensions of the Project or any other project without written consent of the COUNTY or their CONSULTANT and the specific written verification or adaptation by the CONSULTANT.

#### **4 Availability of Lands**

The COUNTY will furnish, as indicated in the Contract Documents and not later than the date when needed by the CONTRACTOR, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of the CONTRACTOR. Easements for



permanent structures or permanent changes in existing facilities will be obtained by the COUNTY unless otherwise specified in the Contract Documents. If the CONTRACTOR believes that any delay in the COUNTY'S furnishing these lands or easements entitles him to an extension of the Contract Time, he may make a claim therefore. The CONTRACTOR will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment unless designated otherwise. The OWNER'S REPRESENTATIVE will, upon request, furnish to the CONTRACTOR copies of all available boundary and topographic surveys as required and sub-surface tests. The CONTRACTOR shall be responsible for staging and storing equipment or materials. All parcels utilized for staging shall be secured. All parcels utilized for staging will be kept in a neat and orderly fashion and then restored to the landowner's satisfaction upon terminating the use of the staging area or improved as noted in the plans. The CONTRACTOR shall maintain on the job site written proof of authorization for the use of any private land. The COUNTY does not condone trespass on private property and will hold the CONTRACTOR liable for any such trespass. Right-of-way maps, if available, of the lands upon which the improvements will be made shall be provided upon request from the OWNER'S REPRESENTATIVE. The CONTRACTOR may use these lands for work associated with this contract only. The CONTRACTOR shall verify the availability of these lands with the Lee County D.O.T. project manager prior to the issuance of the notice to proceed.

#### 4.1 Physical Conditions

Explorations and Reports: Reference is made to the Supplemental Information for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by the CONSULTANT and/or the COUNTY in preparation of the Contract Documents. These reports are not part of the contract Documents. The CONTRACTOR may rely upon the accuracy of the technical data contained in such reports but not upon the non-technical data, interpretations or opinions contained therein for the completeness or accuracy thereof for the CONTRACTOR'S purposes of preparing or submitting a bid. Except as indicated in the immediately preceding sentence, the CONTRACTOR shall have full responsibility with respect to subsurface conditions at the site. The technical data which will be made available only at the CONTRACTOR'S request may not be sufficient for construction purposes. Additional investigations may be necessary for the purposes of carrying out the construction project.

4.2 Existing Structures: Reference is made to the Supplemental Information for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the site that have been utilized by the CONSULTANT and/or the COUNTY in preparation of the Contract Documents. The CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings but not for the completeness thereof for the purposes of preparing or submitting a bid. Except as indicated in the immediately preceding sentence, the CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.

4.3 Unless otherwise stated, the CONTRACTOR shall be fully responsible for the removal of any materials, debris, garbage, vehicles or other such items which would interfere with the undertaking and completion of the project. By submission of a bid, the CONTRACTOR assumes full responsibility for the expenses associated with such removal. There shall not be an increase in time or price associated with such removal.

4.4 Report of Differing Conditions: If the CONTRACTOR believes that:

4.4.1.1 Any technical data on which the CONTRACTOR is entitled to is inaccurate, or

4.4.1.2 Any physical condition uncovered or revealed at the site differs materially from that indicated, reflected or referred to in the Contract Documents.

4.4.1.3 The CONTRACTOR shall, promptly after becoming aware thereof and before performing



any Work in connection therewith (except in an emergency as permitted) notify the OWNER'S REPRESENTATIVE in writing about the inaccuracy or difference.

- 4.5 OWNER'S REPRESENTATIVE Review: The OWNER'S REPRESENTATIVE will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise the COUNTY in writing (with a copy to the CONTRACTOR) of the OWNER'S REPRESENTATIVE'S findings and conclusions.
- 4.6 Possible Document Change: If the OWNER'S REPRESENTATIVE and the COUNTY conclude that there is a material error in the Contract Documents and a change in the Contract Documents is required, a Field Directive Change, a Field Change or a Change Order will be issued as to reflect and document the consequences of the inaccuracy or difference.
- 4.7 Possible Price and Time Adjustments: In each case of a material error in the Contract Documents, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such inaccuracy or difference.
- 4.8 Physical Conditions - Underground Facilities
- Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to the COUNTY or the CONSULTANT by the owners of such Underground facilities or by others. Unless it is otherwise expressly provided in the Supplemental Information:
- 4.8.1 The CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof and for repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price. The CONSULTANT and COUNTY shall not be responsible for the accuracy or completeness of any such information or data.
- 4.9 Not Shown or Indicated: If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which the CONTRACTOR could not reasonably have been expected to be aware of, the CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted) identify the owner of such Underground Facility and give written notice thereof to that owner and to the OWNER'S REPRESENTATIVE. The OWNER'S REPRESENTATIVE will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and with the COUNTY'S approval, the Contract Documents will be amended or supplemented to the extent necessary. During such time, the CONTRACTOR shall be responsible for the safety and protection of such Underground Facility. The CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and which the CONTRACTOR could not reasonably have been expected to be aware of. Locations of existing underground utilities are not field confirmed. In the case of a conflict between this or any other utility and proposed improvements, it shall be the CONTRACTOR'S duty to coordinate with all utility company relocation activities whether shown or not shown in the plans. Coordination is to include efforts by the CONTRACTOR to minimize time lost due to unexpected utility relocation or modifications.

#### 4.10 Reference Points

The COUNTY shall provide engineering surveys to establish reference points, as specified in the Supplemental Information, for construction which in the judgment of the COUNTY and the CONSULTANT are necessary to enable CONTRACTOR to proceed with the Work. The CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the Technical Specifications), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of the COUNTY. The CONTRACTOR shall report to the OWNER'S REPRESENTATIVE whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

### 5 Bonds and Insurance

#### 5.1 Public Payment and Performance Bond

The CONTRACTOR will execute the Public Payment and Performance Bonds included herein as security for the faithful performance and payment of all his obligations under the Contract Documents.

5.2 This Bond shall be in amounts at least equal to the Contract Price and in such form and with such securities as are acceptable to the COUNTY. Prior to execution of the Contract Documents, the COUNTY may require the CONTRACTOR to furnish such other bonds, in such form and with such sureties as it may require. If such bonds are required by written instructions given prior to opening of Bids, the Premiums shall be paid by the CONTRACTOR. If the Contract is increased by a Change Order, it shall be the CONTRACTOR'S responsibility to insure that the Public Payment and Performance Bond be amended accordingly and a copy of the amendment forwarded to PROCUREMENT MANAGEMENT.

5.3 If the surety on any bond furnished by the CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements imposed by the Contract Documents, the CONTRACTOR shall within five calendar days thereafter substitute another Bond and Surety, both of which shall be acceptable to the COUNTY.

5.4 If the CONTRACTOR cannot obtain another bond and surety within five calendar days the COUNTY will accept and the CONTRACTOR shall submit an irrevocable letter of credit drawn on a Lee County, Florida bank until the bond and surety can be obtained.

### 6 Qualifications of Surety Companies

In order to be acceptable to the COUNTY, a surety company issuing Bid Guaranty Bonds or 100% Public Payment and Performance Bonds, called for in these specifications, shall meet and comply with the following minimum standards:

#### 6.1 General

All Sureties for Lee County projects must be authorized to do business in the State of Florida and shall comply with the provisions of Florida Statute 255.05.

6.2 Attorneys-in-Fact who sign bid bonds or Public Payment and Performance Bonds for Lee County projects must file with such bond a certified copy of their Power of Attorney to sign such bond.

6.3 Agents of surety companies must list their name, address, and telephone number on all bonds.

6.4 The life of all bonds provided to Lee County shall extend twelve months beyond the date of final payment and shall contain a waiver of alteration to the terms of the Contract, extensions of time and/or forbearance on the part of the COUNTY.

6.5 To be acceptable to the OWNER on projects not in excess of \$500,000.00, Surety shall comply

with these minimum provisions of State Statute 287.0935 as follows:

- 6.5.1 Surety must have twice the minimum surplus and capital required by Florida Insurance Code at the time of bid solicitation.
- 6.5.2 Surety must be in compliance with all provisions of the Florida Insurance Code and hold a currently valid certificate of authority issued by the United States Department of the Treasury under SS.31 U.S.C. 9404-9308.
- 6.5.3 Sureties on projects in excess of \$500,000.00 shall comply with the above minimum provisions as well as being rated thru A.M. Best Company and shall comply with the following provisions:
  - 6.5.4 The Surety shall be rated as “A-“ or better as to General Policyholders Rating and Class VII or better as to financial category by the most current Best’s Key Rating Guide, published by A.M. Best Company.
  - 6.5.5 Surety must have fulfilled all of its obligations on all other bonds previously given to the COUNTY.
  - 6.5.6 Surety must have a minimum underwriting limitation of \$5,000,000 published in the latest edition of the Federal Register for Federal Bonds (U.S. Dept. of Treasury).
- 6.6 Letter of Credit
 

At any time during the life of the letter of credit, should the rating of financial institution fall below both of the minimum ratings as indicated in the Contract Documents, or should the financial institution become insolvent, the CONTRACTOR must, within five calendar days after notification by the COUNTY:

  - 6.6.1 Replace the existing letter of credit with a replacement letter of credit from a financial institution with either of the minimum ratings as specified in the Contract Documents, or
  - 6.6.2 Have the existing letter of credit confirmed by a financial institution with either of the minimum ratings as specified in the Contract Documents.
  - 6.6.3 At the COUNTY’S option, the letter of credit may be replaced by a Public Payment and Performance Bond in accordance with the COUNTY’S existing bond policies.
- 6.7 Failure to comply with this provision may result in any or all of the following actions by the COUNTY:
  - 6.7.1 Suspension of the CONTRACTOR’S right to pull building permits and schedule inspections;
  - 6.7.2 A stop work order; and/or Revocation of the Land Development Permit.
- 6.8 Financial Institutions/Letters of Credit
 

In order to be acceptable to the COUNTY, a financial institution issuing 100% Letters of Credit, called for in these specifications, shall meet and comply with the following minimum standards:

  - 6.8.1 General
 

The face of the letter of credit must be in a format utilizing Lee County Standard Form and indicate the following:

    - 6.8.1.1 The letter of credit is “clean” and “irrevocable”;
    - 6.8.1.2 An exact expiration date. The life of all letters of credit provided to Lee County shall extend twelve months beyond the date of final payment;
    - 6.8.1.3 Statement of the purpose or project for which the letter of credit is issued;
    - 6.8.1.4 A specific amount of the letter of credit, in U.S. dollars;
    - 6.8.1.5 The method of disbursement of draws against the letter of credit;
    - 6.8.1.6 The street address where draws against the letter of credit may be made; and
    - 6.8.1.7 Venue in Lee County.

6.8.1.8 Verification of the status or certification of any financial institution may be made with:

Department of Insurance and Treasurer  
Bureau of Collateral Securities  
200 East Gaines Street  
Tallahassee, FL 32377-0345  
Phone (850) 922-3167

Or

Lee County Procurement Management  
1500 Monroe Street, 4<sup>th</sup> Floor  
Fort Myers, FL 33901  
Phone (239) 533-8881

Or

Lee County Risk Management  
2115 Second Street  
Fort Myers, FL 33901  
Phone (239) 533-2221

6.8.1.9 At the time of issuance of the letter of credit, the financial institution must have a minimum “peer group” rating of 50 in the latest Sheshunoff Quarterly Listing or a minimum rating of 125 in the latest IDC Bank Financial Quarterly Listing.

6.8.1.10 Letters of Credit from financial institutions which do not meet either of the minimum ratings indicated above must be confirmed by a financial institution with either of the minimum ratings indicated above.

6.8.1.11 All financial institutions which issue or confirm any Letter of Credit must be authorized by the Secretary of State to do business in the State of Florida, shall show proof of same upon request by COUNTY staff, and agree to venue in Lee County.

6.8.1.12 In addition to the institutions meeting the aforementioned requirements, the Federal Home Loan Bank of Atlanta is authorized to issue and confirm letters of credit which are in accordance with the provisions above and all subsequent sub-paragraphs.

6.8.1.13 These actions shall be in effect until a satisfactory replacement bond or letter of credit is accepted by the COUNTY. The CONTRACTOR agreement shall so provide for replacement or confirmation in accordance with this policy.

## **7 Contractor’s Liability Insurance**

7.1 The CONTRACTOR will purchase and maintain such insurance as will protect him from claims under Worker’s Compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees including claims insured by usual personal injury, sickness and disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property including loss of use

resulting there from any or all of which may arise out of or result from the CONTRACTOR'S operations under the Contract Documents, whether such operations be by himself or any Sub-contractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall be written for no less than the limits of liability specified in the Contract Documents or required by law, whichever is greater, and shall include contractual liability insurance. As a prerequisite to the COUNTY signing the Contract, the CONTRACTOR will file with the COUNTY certificates of such insurance, acceptable to the COUNTY; these certificates shall contain a provision for cancellation.

## 7.2 Insurance Requirements

7.2.1 Before final execution of the Agreement and until acceptance of the Work by the COUNTY, the CONTRACTOR shall procure and maintain insurance of the types and the limits specified by the Insurance Guide included in the Solicitation.

7.2.2 All CONTRACTOR'S Certificates of Insurance must be approved by the Lee County Risk Manager (or designee) before the final execution of the agreement by the COUNTY.

7.2.3 An Insurance Certificate shall be required from the successful BIDDER. Such form must be properly executed and submitted by an authorized representative of the insurance company and successful BIDDER within seven calendar days after notification by Lee County of the Board of County Commissioners' approval to award the contract. Such certificate of insurance state that the coverage is primary, and shall be in the types and amounts stated in the Contract Documents. Certificate should include producers' phone number and reference the name of the project.

## 8 Contractor's Responsibilities

### 8.2 Supervision and Superintendence

8.1.1 The CONTRACTOR will supervise and direct the Work efficiently. He will be solely responsible for the means, methods, techniques, sequences, safety, and procedure of construction, unless otherwise specified. The CONTRACTOR will be responsible to see that the finished Work complies with the Contract Documents.

8.1.2 The CONTRACTOR will keep on the site at all times when work is being performed, a competent, resident superintendent who shall not be replaced without prior written notice to the OWNER'S REPRESENTATIVE. The superintendent will be the CONTRACTOR'S representative at the site and shall have authority to act on behalf of the CONTRACTOR. All communications given to the superintendent shall be binding as if given to the CONTRACTOR.

## 9 Labor Material and Equipment

9.1 The CONTRACTOR will provide competent, suitable, qualified personnel to lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

9.2 The CONTRACTOR will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, heat, light, telephone, water and sanitary facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work unless otherwise specified. All materials and equipment such as concrete pipe, inlets, manhole covers, etc., furnished by the CONTRACTOR shall be made by the same manufacturer, e.g., all pipe by one company, all inlets by one company, etc.

9.3 All materials and equipment will be new except as otherwise provided in the Contract Documents. If required by the OWNER'S REPRESENTATIVE, the CONTRACTOR will furnish satisfactory



evidence as to the kind and quality of materials and equipment furnished.

- 9.4 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricator or processors except as otherwise provided in the Contract Documents.
- 9.5 In instances where the act is applicable due to the nature of the bid matter with which this bid package is concerned, all material, equipment, etc., as proposed and offered by CONTRACTOR must meet and conform to all O.S.H.A. requirements; the CONTRACTOR'S signature upon the bid proposal form being by this reference considered a certification of such fact.

## **10 Adjusting the Progress Schedule**

- 10.1 The CONTRACTOR shall submit to the OWNER'S REPRESENTATIVE for acceptance of adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the Contract Documents applicable thereto. The COUNTY reserves the right to reject the progress schedule from the CONTRACTOR which in its judgment does not appear to devote sufficient resources of manpower to enable the timely completion of the project. If the COUNTY requests the progress schedule to be adjusted, the CONTRACTOR shall do so and perform the work according to the adjusted schedule at no additional cost to the COUNTY.

## **11 Substitute Materials or Equipment**

- 11.1 If it is indicated in the specifications that the CONTRACTOR may furnish or use a substitute that is equal to any material or equipment specified, and if the CONTRACTOR wishes to furnish or use a proposed substitute, he will, within thirty calendar days after the award of the Contract, make written application to the OWNER'S REPRESENTATIVE for approval of such a substitute, certifying in writing that the proposed substitute will perform adequately the duties imposed by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. No substitute shall be ordered or installed without the written approval of the COUNTY who shall be the judge of quality. Whether or not the COUNTY accepts a proposed substitute, the CONTRACTOR shall reimburse the COUNTY for any charges or cost for evaluating any proposed substitute.

## **12 Concerning Sub-contractors**

- 12.1 The CONTRACTOR will be fully responsible for all acts and omissions of his SUB-CONTRACTORS and of persons directly or indirectly employed by them and of persons for whose acts they may be liable to the same extent that they are employed by him. Nothing in the Contract Documents shall create any contractual relationship between any SUB-CONTRACTOR and the COUNTY. The COUNTY may, upon request, furnish to any SUB-CONTRACTOR, to the extent practicable, evidence of amounts paid to the CONTRACTOR on account of specific Work done.
- 12.2 The divisions and sections of the specifications and the identifications of any Drawings shall not control the CONTRACTOR in dividing the Work among SUB-CONTRACTORS or delineating the Work to be performed by any specific trade.
- 12.3 The CONTRACTOR agrees to bind specifically every SUB-CONTRACTOR to the applicable terms and conditions of these Contract Documents for the benefit of the COUNTY.
- 12.4 All Work performed for the CONTRACTOR by a SUB-CONTRACTOR shall be pursuant to an appropriate agreement between the CONTRACTOR and the SUB-CONTRACTOR which shall

contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or perils covered by insurance, except such rights as they may have to the proceeds of such insurance held by the COUNTY as trustee.

### **13 Patent Fees and Royalties**

- 13.1 The costs involved in fees, royalties, or claims for any patented invention, article, process or method that may be used upon, or in a manner connected with the work under this contract, shall be paid by the CONTRACTOR. The CONTRACTOR and his sureties, together with his officers, agents, and employees, shall protect and hold the COUNTY harmless against any and all demands made for such fees or claims brought or made by holder of any invention or patent. Before final payment is made on the account of this Contract, the CONTRACTOR shall, if requested by the COUNTY, furnish acceptable proof of a proper release from all such fees or claims.
- 13.2 Should the CONTRACTOR, his agent, employee, or any of them be enjoined from furnishing or using any invention, article, material or plans supplied or required to be supplied or used under this contract, the CONTRACTOR shall promptly pay such royalties and secure the requisite licenses; or, subject to acceptance by the COUNTY, substitute other articles, materials or appliances in lieu thereof which are of equal efficiency, quality, finish, suitability and market value to those planned or required under the contract. Descriptive information of these substitutions shall be submitted to the OWNER'S REPRESENTATIVE for determination of general conformance to the design concept and the construction contract. Should the COUNTY elect to use the substitution, the CONTRACTOR agrees to pay such royalties and secure such valid licenses as may be requisite for the COUNTY, his officers, agents, and employees, or any of them, to use such invention, article, material, or appliance without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof.

### **14 Permits**

- 14.1 Unless otherwise specified herein, the CONTRACTOR will secure and pay for all permits, impact fees, and licenses and will pay all governmental charges and inspections' fees necessary for the prosecution of the Work which are applicable at the time of his bid. The CONTRACTOR will also pay all public utility charges and connection fees except as provided for in the Contract Documents. Permits and licenses of regulatory agencies which are necessary to be maintained after completion of the guarantee period shall be secured and paid for by the COUNTY.
- 14.2 Pursuant to the requirements of F.S. 218.80, the following County permits and fees are required to be obtained and paid for by the CONTRACTOR.
- 14.2.1 Hendry County Building Permit
- 14.3 This is a disclosure of permits and fees, required by Lee County, for this project and does not relieve the contractor of its responsibility to obtain and pay for permits required by other governmental entities as specified elsewhere in this document.
- 14.4 The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at a variance therewith, he will give the OWNER'S REPRESENTATIVE prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice to the OWNER'S REPRESENTATIVE, he will bear all cost arising therefrom; however, it shall not be his primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.



**15 Licenses**

15.1 The CONTRACTOR must be properly licensed, within the jurisdiction where the project is to be constructed, to perform the work specified in the Scope of Work at the time of bid submittal.

**16 Use of Premises**

16.1 The CONTRACTOR will confine his equipment, the storage of materials and equipment, and the operations of his workmen to the areas permitted by law, ordinances, permits or the requirements of the Contract Documents and shall not unreasonably encumber the premises with materials or equipment.

**17 Record Drawings**

17.1 The CONTRACTOR will keep one record copy of all Specifications, Drawings, Addenda, Modifications and Shop Drawings at the site in good order, and annotated to show all changes made during the construction process or addition and exact location of underground or otherwise concealed components such as, but not limited to, plumbing, air conditioning, electric, culverts, drainage structures, water main, force mains, service lines, wiring, traffic loops, pond or ditch bottoms and banks, signal poles, signs, and conduit which were not installed exactly as shown on the contract drawings. These shall be available to the OWNER'S REPRESENTATIVE and shall be verified by the OWNER'S REPRESENTATIVE at 30%, 60%, and 100% completion of the Project. The CONTRACTOR shall submit to the OWNER'S REPRESENTATIVE one complete set of all recorded changes made during Construction entitled "As-Built", and dated. Submittals shall be made in accordance with the above and shall be submitted at the time of substantial completion.

17.2 The sum of \$5,000.00 shall be withheld from the final payment until written acceptance or all of the Record Drawings by the OWNER'S REPRESENTATIVE has occurred.

17.3 Certified "as-built" information, which the CONTRACTOR must show on marked-up copies of the design drawings, prints, and other materials as specified above shall include both authorized and unauthorized changes to horizontal pavement dimensions, finish pavement grades, finish dimensions, elevations and alignment of the items noted in Article 17.1, and any modifications to material types from that specified in the bid plans and specifications. As a prerequisite to any payments, the CONTRACTOR shall make available to the Engineer all "as-built" information pertinent to the design drawings each month prior to his submission of a monthly application for payment. The CONTRACTOR shall also obtain "as-built" cross-sections of the roadway, ditches, channels, and other drainage ways as shown in the Contract Documents at intervals not to exceed 100 ft. The CONTRACTOR shall set benchmarks on or within 100 ft. of each control structure constructed as part of this project. A complete description including elevation and location of each control structure benchmark shall be provided to the Engineer as part of the "as-built" information. The elevation shall be clearly and permanently indicated on each benchmark.

17.4 "As-built" dimensions and elevations shall be obtained by a Professional Land Surveyor registered in the State of Florida pursuant to Chapter 472, Florida Statutes. The "as-built" drawings shall be signed and sealed by the CONTRACTOR'S Professional Land Surveyor in accordance with Section 472.025, Florida Statutes.

17.5 All pertinent surveyors' field survey notes containing the "as-built" data shall be sealed and submitted to the Engineer for review and acceptance prior to authorization of the final payment.

17.6 "As-built" data shall be secured and the accuracy of measurements shall be 0.01 ft.

17.7 All sub-surface improvements considered part of the Work as shown in the Contract Documents shall be "as-built" by the CONTRACTOR prior to backfilling.

17.8 A final bench level circuit shall be secured indicating accuracy of vertical closure and a copy of these field notes shall be submitted to the Engineer before final acceptance of the project.

17.9 The CONTRACTOR shall annotate and show all "as-built" information on 11" x 17" prints of

the bid plans during the course of the construction process. Upon completion of all contract work, but prior to authorization of the final payment by the Engineer, the CONTRACTOR shall deliver one (1) set of such annotated, in neat draftsman-like manner, "as-built" 11" x 17" prints to the Engineer for approval. Upon approval of such "as-built" plans, the CONTRACTOR shall forthwith provide two (2) sets of these drawings containing all "as-built" information, a CD of the "as-built" electronic files in AutoCAD or MicroStation format and data which have been sealed by a Professional Land Surveyor by the CONTRACTOR at the CONTRACTOR'S cost and forthwith become the property of the COUNTY.

- 17.10 The cost of preparing, maintaining, and providing "as-built" plans and documents as specified in this Article must be included in the Lump Sum payment for mobilization for each part of the Bid Schedule providing for Mobilization.
- 17.11 Shop drawing submittals processed by the Engineer shall not be construed as Change Orders; the purpose of a shop drawing is to demonstrate to the Engineer that the CONTRACTOR understands the design concept, and that his understanding is demonstrated by indicating the equipment and material to be furnished and installed. Corrections or changes indicated by the Engineer in the shop drawings do not constitute authorization to perform extra work.
- 17.12 The review of shop drawings and schedules shall be considered general and shall not be construed as permitting any departures from the contract requirements. The design drawings and contract specifications shall take precedence over the shop drawings in the event of deviations, discrepancy, or conflict.

## **18 Safety and Protection**

- 18.1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to:
- 18.1.1 All employees on the Project and other persons who may be affected thereby;
- 18.1.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and
- 18.1.3 Other property at the site or adjacent thereto including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 18.1.4 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection and, in addition, he will comply with all applicable recommendations of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc.; "Roadway and Traffic Design Standards" latest edition published by the Florida Department of Transportation, specifically Index 600-650; and Occupational Safety and Health Administration published by the United States Department of Labor. He will notify owners of adjacent utilities when prosecution of the Work may affect them. All damage, injury or loss to any property caused directly or indirectly, in whole or in part by the CONTRACTOR, any SUB-CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable will be remedied by the CONTRACTOR; except any damage or loss attributable to the fault of the Drawings or the Specifications or to the acts or omissions of the COUNTY, and not attributable, directly or indirectly, in whole or in part, to the fault of negligence of the CONTRACTOR.

- 18.1.5 The CONTRACTOR will designate a member of his organization whose responsibility will be to plan for the prevention of accidents at the site. This person shall be the CONTRACTOR'S Superintendent unless otherwise designated in writing by the CONTRACTOR to the OWNER'S REPRESENTATIVE.

## 19 Emergencies

- 19.1 In emergencies affecting the safety of persons, the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the COUNTY, is obligated to act at his discretion to prevent threatened damage, injury or loss. He will give the OWNER'S REPRESENTATIVE prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby. If the COUNTY and the OWNER'S REPRESENTATIVE determine that a change to the Contract Documents is required because of the action taken in response to an emergency, a Field Directive Change or Change Order shall thereupon be issued covering the changes and deviations involved.

## 20 Shop Drawings and Samples

- 20.1 After checking and verifying all field measurements, the CONTRACTOR will submit to the OWNER'S REPRESENTATIVE for approval, in accordance with the acceptable schedule of Shop Drawing submission, five copies (or at the option of the OWNER'S REPRESENTATIVE, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR and identified as the OWNER'S REPRESENTATIVE may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the OWNER'S REPRESENTATIVE to review the information as required.
- 20.2 The CONTRACTOR will also submit to the OWNER'S REPRESENTATIVE for approval with such promptness as to cause no delay in the Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent numbers and the use for which intended.
- 20.3 At the time of each submission, the CONTRACTOR will in writing call the OWNER'S REPRESENTATIVE'S attention to any deviations that the Shop Drawing or sample may have from the requirements of the Contract Documents and, in addition, shall cause a specific notation to be made on each shop drawing submitted for review and approval of each such variation.
- 20.4 The OWNER'S REPRESENTATIVE will review and approve with reasonable promptness Shop Drawings and Samples, but its review and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. The CONTRACTOR will make any corrections required by the OWNER'S REPRESENTATIVE and will return the required number of corrected copies of Shop Drawings and re-submit new samples until approved. All cost incurred by the COUNTY for the review of a shop drawing in excess of two reviews shall be the CONTRACTORS responsibility. The CONTRACTOR'S stamp of approval on any Shop Drawing or sample shall constitute a representation to the OWNER'S REPRESENTATIVE that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Document.
- 20.5 No work requiring a Shop Drawing or sample submissions shall be commenced until the submission has been approved by the OWNER'S REPRESENTATIVE. Any related Work performed prior to review and approval by the COUNTY of the pertinent submission will be the sole expense and responsibility of the CONTRACTOR. A copy of each approved Shop Drawing

and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the OWNER'S REPRESENTATIVE.

- 20.6 The OWNER'S REPRESENTATIVE approval of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents, unless the CONTRACTOR has in writing called the OWNER'S REPRESENTATIVE attention to such deviation at the time of submission and the COUNTY and the OWNER'S REPRESENTATIVE have given written approval to the specific deviation; nor shall any approval by the OWNER'S REPRESENTATIVE relieve the CONTRACTOR from responsibility for errors or omissions in the Shop Drawings.

20.6.1 The CONTRACTOR shall, upon completion of the work, furnish to the Engineer two (2) complete sets of prints, neatly bound together, and in good condition, of all the CONTRACTOR'S, Subcontractors' and manufacturers' drawings as finally checked and reviewed by the Engineer with all modifications accepted by the Engineer subsequent thereto, showing the work as actually completed. Such "as-built" information for bridges, culverts, and similar structures shall also be provided by the CONTRACTOR.

## 21 Indemnification

21.1 The CONTRACTOR shall indemnify, save harmless and defend the COUNTY and all of its officers, agents, consultants and employees from and against all losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recoverable against it or them by reason of any act or omission of the CONTRACTOR, his agent, consultants, employees, sub-contractors etc., in the execution of the work or in consequence of any negligence or carelessness in guarding the same and agrees to assume any related cost.

21.2 The CONTRACTOR shall assume all risk and bear any loss or injury to property or persons occasioned by neglect or accident during the progress of work until the same shall have been completed and accepted. The CONTRACTOR agrees to repair, restore or rebuild any damages he causes to any property of the COUNTY. He shall also assume all blame or loss by reason of neglect or violation of any state or federal law or municipal rule, regulation or order. The CONTRACTOR shall give to the proper authorities all required notices relating to the work, obtain all official permits and licenses and pay all proper fees. He shall repair any damage that may have occurred to any adjoining building, structure, utility or private property in the course of this work.

## 22 Cleaning Up

22.1 The CONTRACTOR will keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work; at the completion of the Work he will remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and will leave the site clean and ready for occupancy by the COUNTY. The CONTRACTOR will restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

22.2 If the CONTRACTOR fails to clean up as provided in the Contract Documents, the COUNTY may do so and the cost thereof shall be deducted from the final retainage due the CONTRACTOR.

## 23 Continuing the Work

23.1 The CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes and disagreements with the COUNTY. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted (The COUNTY May Stop Work) or as the CONTRACTOR and the COUNTY may otherwise agree in writing.



## **24 Anti-Discrimination**

- 24.1 The CONTRACTOR for itself, its successors in interest, and assignees, as part of the consideration thereof covenant and agree that:
- 24.2 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.
- 24.3 The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The CONTRACTOR will make affirmative efforts to insure 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 apprenticeships.
- 24.4 CONTRACTOR agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.
- 24.5 CONTRACTOR will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the CONTRACTOR 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 CONTRACTOR shall maintain and make available relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.
- 24.6 Where any information required of the CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the COUNTY its efforts made toward obtaining said information. The CONTRACTOR shall remain obligated under this paragraph until the expiration of three years after the termination of this CONTRACT.
- 24.7 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 CONTRACTOR or canceling, terminating or suspending this CONTRACT, in whole or in part.
- 24.8 Additionally, the CONTRACTOR 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.
- 24.9 The CONTRACTOR will send to each labor union, or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other contract of understanding, a notice informing the labor union or worker's representative of the CONTRACTOR'S commitments under this assurance, and shall post copies of the notice in conspicuous places available to the employees and the applicants for employment.
- 24.10 The CONTRACTOR will include the provisions in every sub-contract under this contract to insure its provisions will be binding upon each Sub-contractor. The CONTRACTOR will take such action with respect to any Sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

## **25 Work by Others**

- 25.1 The COUNTY may perform additional Work related to the Project by itself, or it may let other direct contracts which shall contain General Conditions similar to these.
- 25.2 The CONTRACTOR will afford the other Contractors who are parties to such direct contracts (or the COUNTY, if it is performing the additional Work itself), reasonable opportunity for the

introduction and storage of materials and equipment and the execution of the Work, and shall properly connect and coordinate his work with theirs. Should the Contract entail relocation of facilities not a part of this Contract, the CONTRACTOR will coordinate and cooperate with the applicable entity responsible for this portion of the Work.

- 25.3 Water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cableways, signals, and all other utility appurtenances within the limits of the proposed construction which are to be relocated or adjusted are to be moved by the owners at their expense, unless otherwise provided in the Contract. It is understood and agreed that the CONTRACTOR has considered in his bid all of the permanent and temporary utility appurtenances in their present or relocated positions as shown on the plans and that no additional compensation will be allowed for any delays, inconveniences, or damage sustained to him due to any interference from the said utility appurtenances or the operation of moving them. If any part of the CONTRACTOR'S work depends (for proper execution) upon the Work of any such other Contractor (or the COUNTY), the CONTRACTOR will inspect and promptly report to the OWNER'S REPRESENTATIVE in writing, any defects, deficiencies or delays in such Work that render it unsuitable for such proper execution and results. His failure to report shall constitute an acceptance of the Work, except as to defects, deficiencies and delays which may appear in the other Work after the execution of his Work.
- 25.4 The CONTRACTOR will do all cutting, fitting and patching of his Work, which is consistent with the Contract Documents that may be required to make its several parts come together properly and fit it to receive or be received by such other Work. The CONTRACTOR will not endanger any Work of others by cutting, excavating or otherwise altering such other Work and will only cut or alter such other work with the written consent of the OWNER'S REPRESENTATIVE.
- 25.5 If the performance of additional Work by other Contractors or the COUNTY is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional Work.
- 25.6 The CONTRACTOR shall be responsible for coordination with all activities with adjacent projects.

## **26 Owner's Representative Status During Construction**

- 26.1 County's Representatives
- 26.1.1 The COUNTY shall issue all communications to the CONTRACTOR through the OWNER'S REPRESENTATIVE.
- 26.2 Clarifications and Interpretations
- 26.2.1 The OWNER'S REPRESENTATIVE will issue with reasonable promptness, through the COUNTY, such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as the COUNTY may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree to the amount or extent thereof, the CONTRACTOR may make a claim.
- 26.3 Authorized Variations in Work
- 26.3.1 The OWNER'S REPRESENTATIVE may authorize, with prior approval from the COUNTY minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may



be accomplished by a Field Change Order and the CONTRACTOR shall perform the Work involved promptly. If the CONTRACTOR believes that a Field Change Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, the CONTRACTOR may make a claim.

## **27 Changes in Work**

- 27.1 Without invalidating the Agreement, the COUNTY may unilaterally and at any time or from time to time order additions, deletions or revisions in the Work; these will be authorized by Change Orders or Field Directive Change. Upon receipt of a Change Order or Field Directive Change, the CONTRACTOR will proceed with the Work involved.
- 27.2 All such Work shall be executed under the applicable conditions of the Contract Documents.
- 27.3 If any Change Order or Field Directive Change causes an increase or decrease in the Contract Price or any extension or shortening of the Contract Time, an equitable adjustment will be made.
- 27.4 Additional Work performed by the CONTRACTOR without written authorization of a change in the form of an approved Change Order will not entitle him to an increase in the Contract Price or any extension of the Contract Time, except in the case of an emergency.
- 27.5 It is the CONTRACTOR'S responsibility to notify the Surety of any changes affecting the general scope of the Work or change of the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly. The Surety's Acceptance must be submitted to the OWNER'S REPRESENTATIVE, by the CONTRACTOR, within ten calendar days of the initiation of the change.

## **28 Change of Contract Price**

- 28.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without change in the Contract Price.
- 28.2 The Contract Price may only be changed by a Change Order. Any claim for an increase or decrease in the Contract Price shall be in writing and delivered to the OWNER'S REPRESENTATIVE within fifteen calendar days of the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty calendar days after such occurrence (unless COUNTY allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the CONTRACTOR'S written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance. All claims for adjustment in the Contract Price shall be reviewed by the OWNER'S REPRESENTATIVE. Any change in the Contract Price shall be incorporated in a Change Order and approved by the COUNTY. No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.
- 28.3 Where the Work involved is covered by unit prices contained in the Contract Documents or subsequently agreed upon, by application of unit prices to the quantities of the items involved.
- 28.4 By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
- 28.5 By cost of the Work and mutually acceptable fixed amount for overhead and profit agreed upon by the parties.
- 28.6 If none of the above methods is agreed upon, the value shall be determined by the COUNTY on the basis of cost of the Work and a percentage for overhead and profit. Cost shall only

include labor (payroll, payroll taxes, fringe benefits, worker's compensation, etc.), materials, equipment, and other incidentals directly related to the Work involved.

- 28.7 In such cases the CONTRACTOR will submit in the form prescribed by the COUNTY an itemized cost breakdown together with supporting data. The amount of credit to be allowed by the CONTRACTOR to the COUNTY for any such change which results in a net decrease in cost will be the amount of the actual net decrease as determined by the COUNTY. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net decrease, if any.

## 29 Cash Allowance

- 29.1 It is understood that the CONTRACTOR has included in the Contract Price any allowances so named in the Contract Documents and shall cause the Work so covered to be done by such materialmen, suppliers, or SUB-CONTRACTORS and for such sums within the limit of the allowances as the COUNTY may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. The CONTRACTOR agrees that the original Contract Price includes such sums as he deems proper for cost and profit on account of cash allowances. No demand for an additional sum for overhead or profit in connection therewith will be allowed.

### 29.2 Unit Price Work

29.2.1 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price.

29.2.2 Each unit price will be deemed to include an amount considered by the CONTRACTOR to be adequate to cover the CONTRACTOR'S overhead and profit for each separately identified item.

29.2.3 The unit price of an item of Unit Price Work shall be subject to revaluation and adjustment under the following conditions:

29.2.3.1 If the total cost of a particular item of Unit Price Work amounts to 5% or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by the CONTRACTOR differs by more than 15% from the estimated quantity of such item indicated in the Agreement; and,

29.2.3.2 If there is no corresponding adjustment with respect to any other item of Work; and

29.2.3.3 If the CONTRACTOR believes that it has incurred additional expense as a result thereof; or

29.2.3.4 If the COUNTY believes that the quantity variation entitles it to an adjustment in the unit price, either the COUNTY or the CONTRACTOR may make a claim for an adjustment in the Contract Price if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

## 30 Change of Contract Time

- 30.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be in writing and delivered to the OWNER'S REPRESENTATIVE

within fifteen calendar days of the occurrence of the event giving rise to the claim and stating general nature of the claim. Notice of the extent of the claim with supporting data (analysis and documentation) shall be delivered within sixty calendar days after such occurrence (unless the OWNER'S REPRESENTATIVE allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the CONTRACTOR'S written statement that the adjustment claimed is the entire adjustment to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event. If adverse weather conditions are the basis for a claim for additional time, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction. No claim by the CONTRACTOR under this provision shall be allowed unless the CONTRACTOR has given the notice and the analysis and documentation required in this paragraph. All claims for adjustment in the Contract Time shall be determined by the OWNER'S REPRESENTATIVE. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

- 30.2 The COUNTY shall not be responsible for any delay in the completion of the project where the delay is beyond the control or without fault or negligence on behalf of the COUNTY. The COUNTY shall not be held accountable for extra compensation or an extension of time due to default by the CONTRACTOR, SUB-CONTRACTORS, or suppliers in the furnishing of labor or materials for the project, or having to replace defective materials.
- 30.3 The CONTRACTOR shall be entitled to a claim for an extension of time when a delay or hindrance is caused by an act of God, or any act or omission on the part of the COUNTY, provided the CONTRACTOR gives notice to the OWNER'S REPRESENTATIVE within fifteen calendar days of the occurrence of the event giving rise to the claim and having stated the general nature of the claim. The CONTRACTOR'S sole remedy shall be an extension of Contract Time.
- 30.4 No extension of Contract Time or increases in Contract Price shall be granted for any delay caused either by (1) inadequate crewing, default or bankruptcy of lower tier contract, slow submittals, etc., or (2) by severe though not unusual weather conditions (other than hurricanes and tornadoes) or (3) any delay impacting a portion of the Work within the available total float or slack time and not necessarily preventing completion of the Work within the Contract Time unless otherwise agreed to by the COUNTY in its sole discretion or (4) for any delay which is caused by the CONTRACTOR having to replace defective material or equipment or (5) delays attributable to the lack of performance by Sub-contractors regardless of the reasons.
- 30.5 All time limits stated in the Contract Documents are of the essence of the Agreement. Shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court cost) for delay by either party.

### **31 Warranty and Guarantee: Acceptance of Defective Work**

#### **31.1 Warranty and Guarantee**

31.1.1 The CONTRACTOR warrants and guarantees to the COUNTY that all materials and equipment will be new unless otherwise specified and that all Work will be of good quality, free from faults or defects and in accordance with the requirements of the Contract Documents and any inspections, test or approvals referred to in this Article. All unsatisfactory Work, all faulty Work, and all Work not conforming to the requirements of the Contract Documents or such inspections, tests or approvals shall be considered defective. Prompt notice of all defects shall be given to the CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided herein. Contractor is to assign any and all warranties

or guarantees on equipment, materials, etc. to the COUNTY.

## 31.2 Tests and Inspections

- 31.2.1 If the Contract Documents, laws, ordinances, rules, regulations or order of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the OWNER'S REPRESENTATIVE forty-eight (48) hours' notice of readiness therefore. The CONTRACTOR will furnish the OWNER'S REPRESENTATIVE with the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organizations as may be required by law or the Contract Documents. If any such Work required to be inspected, tested or approved is covered without written approval of the OWNER'S REPRESENTATIVE, it shall, if requested by the OWNER'S REPRESENTATIVE, be uncovered for observation at the CONTRACTOR'S expense. The cost of all such inspections, tests and approvals shall be borne by the CONTRACTOR unless otherwise provided.
- 31.2.2 Project field testing of materials required by the specifications or the OWNER'S REPRESENTATIVE shall be provided by and at the expense of the COUNTY. The CONTRACTOR shall coordinate and schedule the required testing. The Contractor shall pay for all retests when the initial test result reveals that the materials failed to meet the requirements of the specifications. The CONTRACTOR shall notify the OWNER'S REPRESENTATIVE twenty-four (24) hours prior to conducting any test so the OWNER's REPRESENTATIVE may be present.
- 31.2.3 The OWNER'S REPRESENTATIVE shall have the right to require all materials to be submitted to tests prior to incorporation in the Work. In some instances, it may be expedient to perform these tests at the source of supply, and for this reason, it is required that the CONTRACTOR furnish the OWNER'S REPRESENTATIVE with the information concerning the location of his source before incorporating material into the Work. This does not in any way obligate the OWNER'S REPRESENTATIVE to perform tests for acceptance of material and does not relieve the CONTRACTOR of his responsibility to furnish satisfactory material. The CONTRACTOR shall furnish manufacturer's certificates of compliance with these specifications covering manufactured items incorporated in the Work.
- 31.2.4 Neither observations by the OWNER'S REPRESENTATIVE, nor inspections, tests or approvals by persons other than the CONTRACTOR shall relieve the CONTRACTOR from his obligations to perform the Work in accordance with the requirements of the Contract Documents.
- 31.2.5 Testing/Permits: The CONTRACTOR shall be responsible for performing any testing and the cost for all items that may be required as part of the NPDES, FDEP, USACOE and SFWMD permits.

## 32 Close Out Procedure

### 32.1 General Operating/Maintenance Instructions & Manuals

- 32.1.1 The CONTRACTOR shall organize maintenance operating manual information into four suitable sets of manageable size, and bind into individual binders properly identified and indexed (thumb-tabbed). Emergency instructions, spare parts listing, warranties, wiring diagrams, recommended "turn around" cycles, inspection procedures, shop drawings, product data, and similar acceptable information shall be included. The CONTRACTOR shall bind each manual of each set in a heavy duty, 3-ring vinyl covered binder, and include pocket folders for folded sheet information.

Mark identification on both front and spine of each binder.

- 32.1.2 Arrange for each installer of work requiring continuing maintenance (by the OWNER) or operation, to meet with the OWNER'S personnel, at the project site, to provide basic instructions needed for proper operation and maintenance of the entire work. Include instructions by manufacturer's representatives where installers are not expert in the required procedures. Review maintenance manuals, record documentation, tools, spare parts and materials, lubricants, fuels, identification system, control sequences, hazards, cleaning and similar procedures and facilities. For operational equipment, demonstrate start-up, shut-down, emergency operations, noise and vibration adjustments, safety, economy/efficiency adjustments, and similar operations. Review maintenance and operations in relation with applicable guaranties, warranties, agreements to maintain, bonds, and similar continuing commitments.

### **33 Access to the Work**

- 33.1 The COUNTY and the OWNER'S REPRESENTATIVE shall at all times have access to the Work. The CONTRACTOR shall provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof by others.

### **34 Uncovering the Work**

- 34.1 If any work has been covered which the OWNER'S REPRESENTATIVE has not specifically requested to observe prior to its being covered, or if the OWNER'S REPRESENTATIVE considers it necessary or advisable that covered Work be inspected or tested by others, the CONTRACTOR, at the OWNER'S REPRESENTATIVE'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the OWNER'S REPRESENTATIVE may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the CONTRACTOR will bear all the expense of such uncovering, exposure, observation, inspection and testing, and of satisfactory reconstruction. If, however, such Work is not found to be defective, the CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction, if he makes a claim therefore.

### **35 County May Stop Work**

- 35.1 If the Work is defective, if the CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, or if the CONTRACTOR fails to make prompt payments to SUB-CONTRACTORS for labor, materials or equipment: the COUNTY may order the CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the COUNTY to stop the work shall not give rise to any duty on the part of the COUNTY to exercise this right for the benefit of the CONTRACTOR or any other party.
- 35.2 Notwithstanding Paragraph 35.1, the COUNTY may also issue a Stop Work Order for the following reasons:
- 35.2.1 Insufficient Maintenance of Traffic practices.
  - 35.2.2 Failure to comply with permits regarding pollution control.
  - 35.2.3 Insufficient construction materials or methods.
  - 35.2.4 Failure to provide a safe working environment in accordance with the US Department of Labor Occupational Safety and Health Administration (OSHA).

- 35.3 Upon notice of the Stop Work Order, the CONTRACTOR shall cease all contracted work



except for the activities required to correct the problem and as directed by the COUNTY.

- 35.4 If the CONTRACTOR fails to correct the problem causing the Stop Work Order and there is immediate threat to the public's health, safety, or environmental protection, the COUNTY may perform any remedial activities necessary to protect the public and environment. Any costs incurred by the County in the performance of this work shall be deducted from monies due the Contractor or paid by the Contractor to the County.
- 35.5 No increase in the Contract Price or extension of the Contract Time will be granted for any delays or loss of time due to a Stop Work Order.

### **36 Correction or Removal of Defective Work**

- 36.1 If required by the OWNER'S REPRESENTATIVE prior to approval of final payment, the CONTRACTOR will, promptly, without cost to the COUNTY and as specified by the OWNER'S REPRESENTATIVE, either correct any defective Work whether or not fabricated, installed or completed or, if the Work has been rejected by the OWNER'S REPRESENTATIVE, remove it from the site and replace it with non-defective Work. If the CONTRACTOR does not correct such defective Work or remove and replace such rejected Work within ten calendar days, all as specified in a written notice from the OWNER'S REPRESENTATIVE, the OWNER'S REPRESENTATIVE may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect costs of such correction or removal and replacement shall be paid by the CONTRACTOR. The CONTRACTOR will also bear the expense of making good all Work of others destroyed or damaged by his correction, removal or replacement of his defective Work.

### **37 One Year Correction Period**

- 37.1 If, after the approval of the final payment and prior to the expiration of one year after the date of Final Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, the CONTRACTOR will promptly, without cost to the COUNTY, and in accordance with the OWNER'S REPRESENTATIVE'S written instructions, either correct such defective Work or, if it has been rejected by the OWNER'S REPRESENTATIVE, remove it from the site and replace it with non-defective Work. If, within seven calendar days, the CONTRACTOR does not comply with the terms of such instructions, the Bonding Company shall be notified of default and requested to make repairs or replacement, the COUNTY may have the defective Work corrected or the rejected Work removed and replaced. All direct and indirect costs of such removal and replacement shall be paid by the CONTRACTOR.

### **38 Acceptance of Defective Work**

- 38.1 If, instead of requiring correction or removal and replacement of defective Work, the COUNTY prefers to accept it, the COUNTY may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order shall be issued incorporating the appropriate revisions to the Contract Documents including an appropriate reduction in the Contract Price. If the acceptance occurs after approval of the final payment, an appropriate amount shall be paid by the CONTRACTOR to the COUNTY.

### **39 Neglected Work By Contractor**

- 39.1 If the CONTRACTOR should neglect to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, the COUNTY may, after three calendar days written notice to the CONTRACTOR and without prejudice to any other remedy it may have, make good such deficiency and the cost thereof shall be charged against



the CONTRACTOR. A Change Order shall be issued incorporating the appropriate revision to the Contract Documents including an appropriate reduction in the Contract Price. If the payments then or thereafter due the CONTRACTOR are not sufficient to cover such amount, the CONTRACTOR shall pay the difference to the COUNTY.

#### **40 Payment and Completion**

##### **40.1 Schedule of Values**

40.1.1 Within ten (10) calendar days after the effective date of the Agreement, the CONTRACTOR must submit a schedule of values of the Work including quantities and unit prices totaling to the Contract Price. This schedule shall be satisfactory in form and substance to the COUNTY and shall subdivide the Work into sufficient detail to serve as the basis for progress payments during construction. Upon approval of the schedule of values by the OWNER'S REPRESENTATIVE, it shall be incorporated into the Estimate and Requisition for Payment prescribed by the COUNTY. Unit Price Contracts shall have the bid proposal prices incorporated into the Estimate and Requisition for Payment.

##### **40.2 Application for Progress Payment**

40.2.1 Bid proposal units and unit prices shall serve as the basis for progress payments during construction. The bid proposal process shall be incorporated into the Estimate and Requisition for Payment Form No. CSD:505(4) prescribed by the COUNTY.

40.2.2 Not more often than once a month, nor less often than specified in the approved payment schedule, and on a date established at the Project Pre-Construction Conference, the CONTRACTOR will submit to the OWNER'S REPRESENTATIVE for review the Estimate and Requisition for Payment form filled out and signed by the CONTRACTOR covering the Work completed as of the date of the Application and supported by such data as the OWNER'S REPRESENTATIVE may reasonably require. Also, if payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such supporting data, satisfactory to the OWNER'S REPRESENTATIVE, as will establish the COUNTY'S title to the material and equipment and protect its interest therein, including applicable insurance. All progress payments will be subject to the retainage percentage specified in the Contract Documents. Such retainage shall be paid and will be issued in the final payment after acceptance by the COUNTY of the Work.

#### **41 Contractor's Warranty of Title**

41.1 The CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an application for progress payment, whether incorporated in the Project or not, will be passed to the COUNTY prior to the next making of application for progress payment, free and clear of all liens, claims, security interest and encumbrances; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the site or furnishing materials and equipment for the Project subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

#### **42 Approval of Payments**

42.1 The OWNER'S REPRESENTATIVE will, within ten calendar days after receipt of each

Application for Payment, either indicate his approval of payment and deliver the application to the COUNTY or return the Application to the CONTRACTOR indicating in writing the reason for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and re-submit the Application. The COUNTY will, within five calendar days after receipt of each approved application for payment, either indicate their approval of payment, and within fifteen calendar days pay the CONTRACTOR the amount approved, or return the application to the CONTRACTOR thru the OWNER'S REPRESENTATIVE indicating in writing the reason for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the application to the OWNER'S REPRESENTATIVE.

- 42.2 The OWNER'S REPRESENTATIVE'S approval of any payment requested in an Application for Payment shall constitute a representation by him to the COUNTY, based on the OWNER'S REPRESENTATIVE'S on-site observations of the Work in progress and on his review of the Application for Payment and the supporting data that the CONTRACTOR is entitled to payment of the amount approved.
- 42.3 The OWNER'S REPRESENTATIVE'S approval of final payment shall constitute an additional representation by him to the COUNTY that the conditions precedent to the CONTRACTOR'S being entitled to final payment as set forth have been fulfilled.
- 42.4 The OWNER'S REPRESENTATIVE may refuse to approve the whole or any part of any payment if in his opinion; he is unable to make such representations to the COUNTY. He may then refuse to approve any such payment because of subsequently discovered evidence or the results of subsequent inspections or test, nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the COUNTY from loss because:
- 42.4.1 The Work is defective;
  - 42.4.2 A portion of such payment is the subject of a dispute or claim that has been filed;
  - 42.4.3 The Contract Price has been reduced because of Modifications;
  - 42.4.4 The COUNTY has been required to correct defective Work or complete the Work, or of unsatisfactory prosecution of the Work, including failure to clean up as required.

#### **43 Substantial Completion**

- 43.1 Prior to final payment, the CONTRACTOR shall, in writing to the OWNER'S REPRESENTATIVE, certify that the entire Project is substantially complete and request that the OWNER'S REPRESENTATIVE issue a Certificate of Substantial Completion. Within fourteen calendar days thereafter, the OWNER'S REPRESENTATIVE and the CONTRACTOR will make an inspection of the Project to determine the status of completion. If the COUNTY does not consider the Project substantially complete, it will notify the CONTRACTOR in writing giving the reasons therefore. If the COUNTY considers the Project substantially complete, a Certificate of Substantial Completion will be issued. This certificate shall fix the date of Substantial Completion and the responsibilities between the COUNTY and the CONTRACTOR for maintenance, heat and utilities. The Certificate of Substantial Completion will also include a punch list of items to be completed or corrected, said time to be within the Contract Time. The COUNTY shall have the right to exclude the CONTRACTOR from the Project after the date of Substantial Completion but the COUNTY will allow the CONTRACTOR reasonable access to complete items on the punch list.

#### **44 Partial Utilization**

- 44.1 Prior to final payment, the OWNER'S REPRESENTATIVE may request the CONTRACTOR to permit the use of a specified part of the Project which the COUNTY believes it may use without significant interference with construction of the other parts of the Project. If the

CONTRACTOR agrees, he will certify to the OWNER'S REPRESENTATIVE that said part of the Project is substantially complete and request the OWNER'S REPRESENTATIVE to issue a Certificate of Substantial Completion for that part of the Project. Within fourteen calendar days thereafter, the OWNER'S REPRESENTATIVE and the CONTRACTOR will make an inspection of that part of the Project to determine its status of completion. If the COUNTY considers that part of the Project to be substantially complete, the OWNER'S REPRESENTATIVE will deliver to the CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Project, and listing the punch list of items to be completed or corrected before final payment and fixing the responsibility between the COUNTY and the CONTRACTOR for maintenance, heat and utilities as to that part of the Project. The COUNTY shall have the right to exclude the CONTRACTOR from any part of the Project which is so certified to be substantially complete but the COUNTY will allow the CONTRACTOR reasonable access to complete or correct items on the punch list.

#### **45 Final Inspection**

- 45.1 Upon written notice from the CONTRACTOR that the Project is complete, the OWNER'S REPRESENTATIVE will make a final inspection with the CONTRACTOR and will notify the CONTRACTOR in writing of any particulars which this inspection reveals that the Work is defective. The CONTRACTOR shall immediately make such corrections as are necessary to remedy the defects within a reasonable time.

#### **46 Final Inspection for Payment**

- 46.1 After the CONTRACTOR has completed any such corrections to the satisfaction of the OWNER'S REPRESENTATIVE and delivered all maintenance and operating instructions, schedules, guarantees, bonds, Certificates of Inspection and other documents as required by the Contract Documents, he may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by legally effective final releases or waivers of liens from the CONTRACTOR and all SUB-CONTRACTORS which performed services for the CONTRACTOR pursuant to the Contract Documents and the consent of surety, if applicable to final payment.

#### **47 Approval of Final Payment**

- 47.1 If, on the basis of its observations and review of the Work during construction, its final inspection and its review of the final Estimate and Requisition for Payment, all as required by the Contract Documents, the OWNER'S REPRESENTATIVE is satisfied that the Work has been completed and the CONTRACTOR has fulfilled all of his obligations under the Contract Documents, it will, within ten calendar days after receipt of the final Application for Payment, indicate in writing its approval of payment and deliver the application to the COUNTY. Otherwise, it will return the Application to the CONTRACTOR, indicating in writing its reason for refusing to approve final payment, in which case the CONTRACTOR will make the necessary corrections and re-submit the Application. The COUNTY will, within fifteen calendar days after receipt of approved application for final payment, either indicate their approval of the estimate and requisition application for payment and within fifteen calendar days pay the CONTRACTOR the amount approved by the COUNTY and issue a Certificate of Final Completion or return the application thru the OWNER'S REPRESENTATIVE indicating in writing the reason for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the application to the OWNER'S REPRESENTATIVE.
- 47.2 If, after substantial Completion of the Work, final completion is materially delayed through no

fault of the CONTRACTOR, and the OWNER'S REPRESENTATIVE so confirms, the COUNTY shall and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the CONTRACTOR to the OWNER'S REPRESENTATIVE, prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

- 47.3 If liquidated damages are to be deducted from the final payment, the COUNTY shall so notify the CONTRACTOR in writing at least seven calendar days prior to the COUNTY'S submittal to Finance.
- 47.4 The Contractor will be required to submit with his final payment documents a DBE Participation Certification, indicating all DBE sub-contractor(s) and amount(s) utilized for the project.
- 47.5 If the CONTRACTOR did not utilize the DBE firm(s) listed on the Bid Proposal, a letter of justification, as to why shall be submitted along with the DBE Participation Certification.
- 47.6 At the final completion of the construction project if the county project manager experienced problems with the CONTRACTOR the project manager will prepare a Contractor Performance Evaluation, and forward to the Contractor for review, comment and signature.
- 47.7 Upon receipt of the Contractor Performance Evaluation the CONTRACTOR will have seven calendar days, from the date received, to review, comment, sign and return back to the project manager. If the evaluation has not been received back from the CONTRACTOR within the seven calendar days, the COUNTY will assume the CONTRACTOR fully agrees with and has no comments to the evaluation. The evaluation will then be placed on file with Lee County Procurement Management.

#### **48 Contractor's Continuing Obligation**

- 48.1 The CONTRACTOR'S obligation to perform the Work and complete the Project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by the COUNTY, the issuance of the Certificates of Completion, any payment by the COUNTY to the CONTRACTOR under the Contract Documents, any use or occupancy of the Project or any part thereof by the COUNTY, any act of acceptance by the COUNTY, any failure to do so, nor any correction of defective Work by the COUNTY shall constitute an acceptance of Work not in accordance with the Contract Documents.

#### **49 Waiver of Claims**

- 49.1 The making and acceptance of final payment shall constitute:
- 49.1.1 A waiver of all claims by the COUNTY against the CONTRACTOR other than those arising from unsettled liens, from defective Work appearing after final payment or from failure to comply with the requirements of the Contract Documents, or from the terms of any special guarantees specified therein, and,
- 49.1.2 A waiver of all claims by the CONTRACTOR against the COUNTY other than those previously made in writing and still unsettled.

#### **50 Suspension of Work and Termination**

- 50.1 County May Suspend Work
- 50.1.1 The COUNTY may at any time and without cause suspend the Work or any portion thereof for a period of not more than ninety calendar days by notice in writing to the

CONTRACTOR. The COUNTY shall fix the date on which Work shall be resumed and the CONTRACTOR will resume the Work on the date so fixed. The CONTRACTOR will be allowed an increase in the Contract Price, an extension of the Contract Time or both, if such increases are justified and directly attributable to any COUNTY suspension and if he makes a claim thereof.

## **51 County May Terminate**

- 51.1 If the CONTRACTOR is adjudged bankrupt or insolvent, if he makes a general assignment for the benefit of his creditors, if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, if he files a petition to take advantage of any debtor's act or reorganizes under the bankruptcy or similar laws, if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, if he repeatedly fails to make prompt payments to SUB-CONTRACTORS for labor, materials or equipment, if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, if he disregards the authority of the OWNER'S REPRESENTATIVE, or if he otherwise substantially violates any provisions of the Contract Documents, then the COUNTY may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety seven (7) calendar days' written notice, terminate the services of the CONTRACTOR and take possession of the Project and all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR and finish the Work by whatever method the COUNTY may deem expedient or arrange with the Surety to complete the project. The CONTRACTOR, if notified by the COUNTY to do so, shall promptly remove any part of his equipment and supplies from the property of the COUNTY; failing, the COUNTY shall have the right to remove such equipment and supplies at the expense of the CONTRACTOR.
- 51.2 In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect cost of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such cost exceeds such unpaid balance, the CONTRACTOR will pay the difference to the COUNTY. Such cost incurred by the COUNTY will be determined by the COUNTY and incorporated in a Change Order.
- 51.3 Where the CONTRACTOR'S services have been so terminated by the COUNTY, said termination shall not affect any rights of the COUNTY against the CONTRACTOR then existing or which may thereafter accrue.
- 51.4 If so terminated, any retention or payment of monies by the COUNTY due the CONTRACTOR will not release the CONTRACTOR from liability accruing under this Contract.
- 51.5 If after notice of termination of the CONTRACTOR'S right to proceed under the provisions of this clause, it is determined for any reason that the CONTRACTOR was not in default under the provisions or that the delay was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued.
- 51.6 Upon thirty (30) calendar days' written notice to the CONTRACTOR, the COUNTY may without cause and without prejudice to any other right or remedy elect to abandon the Project and terminate the Agreement. In such case the CONTRACTOR shall be paid for all Work executed and any expense sustained plus a reasonable profit.

## **52 Contractor May Stop Work or Terminate The Contract**

- 52.1 If through no fault of the CONTRACTOR, or a Sub-contractor, or their agents or employees or any other persons performing portions of the Work under Contract with the CONTRACTOR, the WORK is suspended for a period of more than ninety calendar days by the COUNTY or under an order of court or other public authority, or the OWNER'S



REPRESENTATIVE has not issued a certificate for payment and has not notified the CONTRACTOR of the reason for withholding certification or because the COUNTY has not made payment on a certificate for payment within the time stated in the Contract Documents, then the CONTRACTOR may, upon seven calendar days written notice to the COUNTY and the OWNER'S REPRESENTATIVE, terminate the Agreement and recover from the COUNTY payment for all Work executed and proven loss with respect to materials, equipment, tools and construction equipment and machinery, including reasonable overhead, profit and damages.

- 52.2 In addition and in lieu of terminating the Agreement, if the OWNER'S REPRESENTATIVE has failed to act on an application for payment or the COUNTY has failed to make any payment as aforesaid, the CONTRACTOR may upon seven calendar days written notice to the COUNTY and the OWNER'S REPRESENTATIVE stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve the CONTRACTOR of the obligation to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with the COUNTY.

## 53 Miscellaneous

### 53.1 General

53.1.1 All Specifications, Drawings and copies thereof furnished by the COUNTY, to the CONTRACTOR, shall remain the COUNTY'S property. They shall not be used on another Project.

53.1.2 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warrants, guarantees and obligations imposed upon the CONTRACTOR and the rights and remedies available to the COUNTY thereunder shall be in addition to and not a limitation of any otherwise imposed or available by law, by special guarantee or other provisions of the Contract Documents.

53.1.3 Should the COUNTY or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission or act of the other or any of his employees, agents, or others for whose acts he is legally liable, claim should be made in writing to the other party within seven calendar days of the first observance of such injury or damage.

53.1.4 The Contract Documents shall be governed by the laws of the State of Florida, the County of Lee, and the municipality in which the project is being done.

- 53.2 Right-of-Way Station Boards: The CONTRACTOR must establish and maintain throughout construction the right-of-way station boards at every even station within ten (10) days after the Notice to Proceed to assist and expedite construction and utility coordination. No additional compensation or separate pay item will be made for this work.

- 53.3 Abbreviations: Reference in the technical specifications to the specifications or requirements of technical societies, associated organization, or bodies shall mean their most current specifications. These groups are identified in the technical specifications.

- 53.4 Use of Public Streets: The use of public streets and roads shall be such as to minimize any inconvenience to the public and to other traffic. Any earth or other excavation materials spilled from trucks shall be removed by the CONTRACTOR and the streets and roads shall be cleaned by the CONTRACTOR to the satisfaction of the COUNTY.

- 53.5 Damage to Existing Property, Structures and Utilities: The CONTRACTOR shall be held responsible for and shall repair all damage to pavement beyond the limits of the contract or outside the right-of-way. Also, the CONTRACTOR shall repair if damaged buildings, telephone or other cables, poles, signs, mailboxes, irrigation piping, water pipes, sanitary pipes, or other structures which may be encountered, whether or not they are shown on the Drawings.

Information shown on the Drawings as to the location of existing utilities has been prepared from the most reliable data available to the Engineer. However, this information is not guaranteed, and it shall be the CONTRACTOR'S responsibility to determine the location, character, and depth of any existing utilities. The CONTRACTOR shall assist the utility companies, by every means possible, to determine said locations. The CONTRACTOR shall exercise extreme caution to eliminate any possibility of any damage to utilities resulting from his activities.

- 53.5.1 At least two (2) business days prior to excavating any section of the Work, the CONTRACTOR shall call the utility companies noted on the plans and inform them that Work on the specific section is about to commence and request that they field locate their underground utilities.
- 53.5.2 When proceeding with the Work, the CONTRACTOR shall exercise due caution to protect all underground and overhead utilities and existing structures from damage. In keeping with the Trench Safety Act, the CONTRACTOR shall provide all sheeting, shoring, and bracing that may be required to properly protect adjacent property, structures and people. The CONTRACTOR shall repair, to the satisfaction of the OWNER, any surface or subsurface Improvement damaged during the course of the Work (unless such improvement is shown to be abandoned or removed) whether or not such improvement is shown on the Drawing. Should any utilities be encountered that are not shown on the Drawing, the CONTRACTOR shall immediately notify the OWNER'S REPRESENTATIVE and shall take all due caution necessary to protect the utility.
- 53.6 Adjustment of Grades: Adjustments of grades shown on Drawings may be necessary to conform to actual field conditions or to maintain cover under proposed future grades. Such adjustments shall be considered part of the job conditions and no extra compensation will be allowed for such changes, except where specifically otherwise noted in the plans or specifications. Such adjustments must be approved by the OWNER'S REPRESENTATIVE prior to being made.
- 53.7 Existing Drainage: Existing drainage shall be maintained at all times and drainage under construction shall be left open so as not to cause flooding due to blockage. Any damage to construction caused by this requirement shall be the responsibility of the CONTRACTOR.
- 53.8 Reference to Other Specifications
  - 53.8.1 Reference to FDOT Specifications shall mean the State of Florida Department of Transportation Standard Specifications for Road and Bridge Construction dated July 2016 and supplements thereto unless specifically stated otherwise in the Contract Documents. Where an FDOT Specification section cites or contains references to other sections, they shall also be included as though cited herein. Where FDOT Specifications refer to the "Engineer", "Engineer of Test" or "Division of Test", it shall be understood to mean the OWNER'S REPRESENTATIVE or his designee. Where FDOT Specifications refer to the "Department", it shall mean the Department of Transportation of Lee County, Florida.
  - 53.8.2 In case of conflict between the referenced FDOT Specifications and the Contract Documents, the Contract Documents shall govern.
  - 53.8.3 Reference to AASHTO and ASTM are to the latest editions of published text of the American Association of Highway and Transportation Officials and the American Society for Testing and Materials, respectively.
- 53.9 Shoring
  - 53.9.1 Unless trench banks are cut back on a stable slope, sheet and brace trenches shall be used as necessary to prevent caving or sliding, to provide protection for workmen and

the pipe, and to protect adjacent structures and facilities. The CONTRACTOR shall not brace sheeting against the pipe, but shall brace it so that no concentrated loads of horizontal thrust are transmitted to the pipe. If portable metal box is used for bracing the slopes, the CONTRACTOR shall take care not to disturb the pipe when the box is removed.

- 53.9.2 The CONTRACTOR must comply with the Trench Safety Act, Florida Statutes Sections 553.60 – 553.64. Cost of compliance is not a separate pay item. Costs shall be included in the cost of pipe placement.
- 53.10 Dewatering: Dewatering of excavations, trenches, structures and utilities may be required. The CONTRACTOR shall be responsible for obtaining water use permits for dewatering operations, as necessary, from the South Florida Water Management District. No separate payment will be made for dewatering operations or procurement of dewatering permits. Costs shall be included in the cost of items as included in the Bid Form.
- 53.11 Excess Excavated Material: Unless otherwise specified, all excavated material in excess of the needs for backfill and area fill shall become the property of the CONTRACTOR, and the CONTRACTOR shall remove same from the project.
- 53.12 Asphalt Paving Conference: A pre-paving conference shall be held prior to any asphalt placement. The conference is intended to closely coordinate the CONTRACTOR'S plant and site personnel with the COUNTY'S plant and field inspectors and establish expected quality assurance procedures. The CONTRACTOR shall not perform any paving prior to this conference.
- 53.13 Rock Excavation: All excavations for the installation of pipes, structures, foundations, or other contract items shall be unclassified and no additional or separate payment for rock excavation shall be provided nor shall additional or separate payment be made for backfill required to compensate for excavated rock material that cannot be reused as backfill.
- 53.14 Permits
- 53.14.1 Copies of permits for this project other than for dewatering or NPDES will be provided by the COUNTY.
- 53.14.2 The CONTRACTOR shall abide by all conditions, statutes, and regulations issued by the jurisdiction authorities, boards and agencies of the COUNTY, State and Federal Governments. The CONTRACTOR shall be fully responsible for the execution and adherence to all directives, instructions, conditions, issuance of notices, special conditions, and limiting conditions contained in permits specifically issued for this project and which pertain to or affect the construction phase of this project. Except as may be provided elsewhere in these documents, the cost of materials, supplies, labor testing, permit fees and other direct or indirect expenses required to abide by or execute conditions of the permits shall be paid for by the CONTRACTOR. There is no direct or specific payment item in the bid for cost due to compliance with said permits. The CONTRACTOR'S reimbursement for said costs shall be distributed within the various items of work and materials associated with the construction of the project.
- 53.15 Field Office: CONTRACTOR is not required to provide a field office within the project limits as long as CONTRACTOR has a field office within Lee, Collier or Charlotte County prior to bidding. If CONTRACTOR does not have an established office within Lee, Collier or Charlotte County, then the CONTRACTOR shall provide and staff a field office within the project limits for the entire project duration, per FDOT requirements. This item shall be compensated under the mobilization item and no separate payment will be made. The CONTRACTOR shall coordinate the location of this field office with the Lee County Project Manager prior to the issuance of the Notice to Proceed.

## 54 Computation of Time

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

## 55 Maintenance of Records

- 55.1 The CONTRACTOR shall keep adequate records and supporting documents applicable to this contractual matter. Said records and documentation will be retained by the CONTRACTOR for a minimum of five years from the date of termination of this Contract. The COUNTY and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the COUNTY deems necessary during the period of this Contract and during the period of five years thereafter; provided, however, such activity shall be conducted only during normal business hours. The COUNTY, during the period of time expressed by the preceding sentence, shall also have the right to obtain a copy of, and otherwise inspect, any audit made at the direction of the CONTRACTOR as concerns the aforesaid records and documentation.

- 55.2 Vendor specifically acknowledges its obligations to comply with §119.0701, F.S., with regard to public records, and shall:

- 55.2.1 keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;

- 55.2.2 provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

- 55.2.3 ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

- 55.2.4 meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

- 55.3 **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, <http://www.leegov.com/publicrecords>.**

## 56 Federal Requirements

- 56.1 In the event this Contract is paid in whole or in part from any Federal Governmental agency or source, the specific terms, regulations and requirements governing the disbursement of these funds are incorporated by reference and made a part of this Contract as if attached hereto and become a part of this clause.

End of General Conditions Section

## **SCOPE OF WORK AND SPECIFICATIONS**

### **1. GENERAL SCOPE OF WORK**

1.1 Lee County Board of County Commissioners seek to contract with a qualified Contractor to provide necessary construction services to replace three membrane roof metal building structures, foundation rehabilitation, and connections, certification of foundation and structures once completed. The Contractor will be responsible for all associated miscellaneous work, restoration and cleanup of the site.

End of Scope of Work and Specifications Section



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

### **1.0 FEDERAL FUNDING:**

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. Sections 200.213 and 200.317 through 200.326.

Contract Cost and Price: For every procurement in excess of \$100,000, including contract modifications or change orders greater than \$100,000, 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 bourn 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.

### **2.0 EQUAL EMPLOYMENT OPPORTUNITY:**

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

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor 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 contractor 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.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The contractor 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 contractor's legal duty to furnish information.
- d. The contractor 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 contractor'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.

- e. The contractor 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.
- f. The contractor 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.
- g. In the event of the contractor'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 contractor 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.
- h. The contractor 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 subcontractor or vendor. The contractor 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 contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

### **3.0 MAINTENANCE OF RECORDS:**

- a. The Contractor 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 Contractor for a minimum of five (5) years from the date of termination of this agreement, or for such period is required by law.
- b. Contractor 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 contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- c. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- d. Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.
- e. Contractor 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.
- f. 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 Contractor and at the expense of the County.

**4.0 PURPOSE:**

The requirements under this solicitation may be funded in whole or in part with federal funds and as such, is subject to federal requirements including, but no limited to, those set forth in 2 C.F.R. Part 200, Appendix II and as otherwise may be listed below.

**5.0 SUBCONTRACTS**

The selected firm must require compliance with all federal requirements listed below of all subcontractors performing work the value of which is in excess of \$10,000, by including these federal requirements in all contracts with subcontractors.

**6.0 CONFLICT OF INTEREST:**

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 contractors or parties to subcontracts.

**7.0 APPLICABLE FEDERAL REQUIREMENTS – 2 C.F.R Part 200, APPENDIX II:**

Remedies. Unless otherwise provided by the Contract, all claims, counter-claims, disputes and other matters in question between the County and the Contractor arising out of or relating to the Service Provider 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.

**8.0 CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT**

The successful firm awarded a contract in excess of \$100,000 agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act as amended. Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

## **10.0 SUSPENSION AND DEBARMENT**

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 contractor is required to verify that none of the contractor, 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).

The contractor 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.

This certification is a material representation of fact relied upon by the awarded contractor. If it is later determined that the contractor 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.

## **11.0 BYRD ANTI-LOBBYING AMENDMENT**

Contractors 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.

## **12.0 RECOVERED MATERIALS**

Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

## **13.0 DHS SEAL, LOGO, AND FLAGS**

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

## **14.0 COMPLIANCE WITH FEDERAL LAW, REGULATIONS, and EXECUTIVE ORDERS**

This is an acknowledgment that FEMA financial assistance will be used only to fund the services provided under this solicitation. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

## **15.0 NO OBLIGATION BY THE FEDERAL GOVERNMENT**

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

**16.0 FRAUD and FALSE OR FRAUDULENT OR RELATED ACTS**

The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this solicitation.

**17.0 OTHER REMEDIES AND RIGHTS:**

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 Contractor, 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 Contractor.

**18.0 EMPLOYMENT ELIGIBILITY VERIFICATION SYSTEM (E-VERIFY):**

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) 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.

**Vendors/bidders are required to enroll in the E-Verify program and provide acceptable evidence of their enrollment, at the time of the submission of the vendor's/bidder's proposal.**

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. **Vendors are also required to provide the Lee County Purchasing Department an executed affidavit certifying they shall comply with the E-Verify Program. The affidavit is attached to the solicitation documents. If the Bidder/Vendor does not comply with providing both the acceptable E-Verify evidence and the executed affidavit the bidder's / vendor's proposal may be deemed non-responsive.**

Subcontractor requirement: Vendors shall require all subcontracted vendors to flow down the requirement to use E-Verify to subcontractors.

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

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

**19.0 TERMINATION FOR CAUSE AND/OR CONVENIENCE:**

The County, by written notice to the Contractor, may terminate this Agreement with or without cause, 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 Contractor will not incur any new obligations for the terminated portion of the Agreement after the Contractor has received notification of termination.

If the Agreement is terminated before performance is completed, the Contractor 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 Contractor.



**20.0 ENERGY POLICY AND CONSERVATION ACT**

Contractor 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).

**21.0 REMEDIES**

In the event the Contractor 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 Contractor and upon the Contractor's failure to cure within those fifteen (15) calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:

- Withhold or suspend payment of all or any part of a request for payment.
- Require that the Contractor refund to the County any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

Exercise any corrective or remedial actions, to include but not be limited to:

- Requesting additional information from the Contractor to determine the reasons for or the extent of non-compliance or lack of performance;
- Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected;
- Advising the Contractor to suspend, discontinue or refrain from incurring costs for any activities in question; or
- Requiring the Contractor to reimburse the County for the amount of costs incurred for any items determined to be ineligible.

**22.0 SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:**

- (1) Place qualified small and minority businesses and women's business enterprises on solicitation lists.
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- (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.
- (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.
- (5) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the five previous affirmative steps.

**23.0 COPELAND "ANTI-KICKBACK" ACT:**

22.403–2 Copeland Act - The Copeland (Anti-Kickback) Act (18 U.S.C. 874 and 40 U.S.C. 3145) makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part the United States, to give up any part of the compensation to which that

person is entitled under a contract of employment. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week.

The Contractor shall comply with the requirements of: 29 CFR Part 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES.

#### **24.0 REGULATIONS GOVERNING CONTRACTORS AND SUBCONTRACTORS**

In general, the Secretary of Labor shall prescribe reasonable regulations for contractors and subcontractors engaged in constructing, carrying out, completing, or repairing public buildings, public works, or buildings or works that at least partly are financed by a loan or grant from the Federal Government. The regulations shall include a provision that each contractor and subcontractor each week must furnish a statement on the wages paid each employee during the prior week.

#### **25.0 DAVIS-BACON ACT:**

The Davis-Bacon Act (40 U.S.C. 3141et seq.) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works within the United States.

No laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. (Ref. 48CFR Ch. 1 (10-1-16 Edition, Section 52.222-6 Construction Wage Rate Requirements.

Prevailing wage rates shall be pursuant with the United States Department of Labor Wage and Hour Division and in accordance with the year the services are provided.

#### **26.0 All contracts awarded by a recipient shall contain the following provisions as applicable.**

**Notice: Awarded Bidder(s)/Vendor(s) and all associated contractor(s) are also considered recipients and therefore, the following provisions must be included in all contract provisions; inclusive those of the subcontractor(s) when and where applicable.**

**End of Supplemental Conditions**

## FORMS DESCRIPTION & INSTRUCTIONS

### INVITATION TO BID

This table provides a brief list, description, and instructions regarding the standard requested forms that should be submitted with all bids or proposals. This is not intended to be an all-inclusive list of forms required for your submission, but rather a guide to assist in completion of the County's standard forms. Bidders/Proposers should utilize the Lee County Document Management Form for a complete list of all forms required for project submission.

<b>Form #</b>	<b>Title/Description</b>
<b>1</b>	<p><b><i>Solicitation Response Form</i></b></p> <p>All signatures must be by a corporate authorized representative, witnessed, and corporate and/or notary seal (as applicable.) The corporate or mailing address must match the company information as it is listed with the Florida Department of State Division of Corporations. Attach a copy of the web-page(s) from <a href="http://www.sunbiz.org">http://www.sunbiz.org</a> as certification of this required information. Sample attached for your reference.</p> <p>Verify that all Addenda and tax identification number have been provided.</p>
<b>1a</b>	<p><b><i>Bid/Proposal Form</i></b></p> <p>This form is used to provide itemization of project cost. A more detailed "schedule of values" may be requested by the County.</p>
<b>*</b>	<p><b><i>Business Relationship Disclosure Requirement</i></b></p> <p>Sections 112.313(3) and 112.313(7), F.S., prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. If this <b><u>disclosure is applicable, the Bidder must request the form entitled "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS"</u></b> (Required by § 112.313(12)(b), F.S.) to be completed and <b><u>returned with the Solicitation Response</u></b>. <b>It is the Bidder's responsibility to request the form and disclose this relationship; failure to do so may result in being declared non-responsive.</b></p> <p>NOTICE: UNDER THE PROVISIONS OF § 112.317, F.S., A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR, AND MAY BE PUNISHED BY, ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.00.</p>
<b>2</b>	<p><b><i>Affidavit Certification Immigration Laws</i></b></p> <p>Submission of this form constitutes acknowledgement that the Bidder is in compliance in regard to all applicable immigration laws.</p>
<b>3</b>	<p><b><i>Reference Survey</i></b></p> <p>Provide this form to reference respondents. <b><u>For Bids, this form will be requested from the apparent low Bidder prior to the award. (not required to submit with bid)</u></b></p> <ol style="list-style-type: none"> <li>1. <b>Section 1:</b> Bidder/Proposer to complete with <u>reference respondent's</u> information prior to providing to them for their response. (This is <b>not</b> the Bidder/Proposer's information.)</li> <li>2. <b>Section 2:</b> Enter the name of the Bidder/Proposer; provide the project information in which the reference respondent is to provide a response.</li> <li>3. The <u>reference respondent</u> should complete "<b>Section 3.</b>"</li> <li>4. <b>Section 4:</b> The reference respondent to print and sign name</li> <li>5. <b>Three (3) Reference responses</b> are to be provided upon request.</li> <li>6. Failure to obtain reference surveys may make your company non-responsive.</li> </ol>

**4** *Negligence or Breach of Contract Disclosure Form*

The form may be used to disclose negligence or breach of contract litigation that your company may have been a part of over the past ten (10) years. You may need to duplicate this form to list all history. If the Bidder has more than ten (10) lawsuits, you may narrow them to litigation of the company or subsidiary submitting the Solicitation Response. Include, at a minimum, litigation for similar projects completed in the State of Florida. Final outcome should include in whose favor the litigation was settled and whether a monetary amount was awarded. The settlement amount may remain anonymous.

If you have **no litigation**, enter **“None”** in the first **“type of incident”** block of the form. Please do not write N/A on this form.

**5** *Sub-Contractor List*

To be completed and returned when sub-contractors are to be utilized and are known at the time of the submission.

**6** *Public Entity Crime Form*

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 on 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 Work 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 thirty-six (36) months from the date of being placed on the convicted vendor list.

**7** *Trench Safety*

Typically required in construction projects where trench excavations are in excess of 5 feet deep per Florida Trench Safety Act (90-96, Laws of Florida)

**8** *Bid Bond*

Guarantee to County that Bidder/Proposer will take on job if selected.

**9** *No Lobbying Certification and Disclosure Form LLL***10** *Affidavit – Immigration Law-E-Verify***\*** *Bid/Proposal Label*

Self-explanatory. Please affix to the outside of the sealed submission documents.

**\*** *Include any licenses or certifications requested*

Local Business Tax Account (as applicable) issued by City and/or County entity. This is necessary for all Florida vendors.

It is the Bidder’s responsibility to ensure the Solicitation Response is mailed or delivered in time to be received no later than the specified opening date and time. (If Solicitation is not received prior to the deadline, it cannot be considered or accepted)



LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM

Date Submitted: \_\_\_\_\_ Deadline Date: 9/5/2018

SOLICITATION IDENTIFICATION: B180438DLK

SOLICITATION NAME: Solid Waste Bio-Solids Composting Facility Canopy Structure Replacements

COMPANY NAME: \_\_\_\_\_

NAME & TITLE: (TYPED OR PRINTED) \_\_\_\_\_

BUSINESS ADDRESS: (PHYSICAL) \_\_\_\_\_

CORPORATE OR MAILING ADDRESS: \_\_\_\_\_

[ ] SAME AS PHYSICAL

ADDRESS MUST MATCH SUNBIZ.ORG

E-MAIL ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ FAX \_\_\_\_\_

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

By responding to this sealed solicitation, the Bidder/Proposer makes all representations required by the instructions and further warrants and represents that: Bidder/Proposer has examined copies of all the solicitation documents and of the following addenda:

No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_
No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_

Tax Payer Identification Number: \_\_\_\_\_

(1) Employer Identification Number -OR- (2) Social Security Number:

\*\* Lee County collects your social security number for tax reporting purposes only

Please submit a copy of your registration from the website www.sunbiz.org establishing your firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the Florida Department of State, Division of Corporations. (a sample is attached for your reference)

1 Collusion Statement: Lee County, Florida The undersigned, as Bidder/Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby bid/propose and agree to furnish this service according to the requirements set out in the solicitation documents, specifications or scope of work for said service for the prices as listed on the county provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

2 Scrutinized Companies Certification: Section 287.135, FL §, "Prohibition against contracting with scrutinized companies." Prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Scrutinized Companies that Boycott Israel List, have been engaged in a boycott of Israel, or been engaged in business operations in Cuba or Syria. The County reserves the right to review, on a case-by-case basis, and waive this stipulation if it is deemed to advantageous to the County.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above is in compliance with Section 287.135, FL §. I understand that submission of a false certification may subject company to contract termination, civil penalties, attorney's fees, and/or costs.



**Form#1 – Solicitation Form, Page 2**

**3 Business Relationship Disclosure Requirement:** Sections 112.313(3) and 112.313(7), FL §, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL §, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

**If this disclosure is applicable request form "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), FL § (1983)) to be completed and returned with solicitation response. It is the bidder/proposer's responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.**

**Business Relationship Applicable (request form)**       **Business Relationship NOT Applicable**

**4** Disadvantaged Business Enterprise (DBE) bidder/proposer? If yes, please attach a current certificate. Yes      No

**ALL SUBMISSIONS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE BIDDER/PROPOSER, WITNESSED AND SEALED (AS APPLICABLE)**

\_\_\_\_\_  
Company Name (Name printed or typed)



(Affix Corporate Seal, as applicable)

\_\_\_\_\_  
Authorized Representative Name (printed or typed)

\_\_\_\_\_  
Authorized Representative's Title (printed or typed)

\_\_\_\_\_  
Witnessed/Attested by: (Witness/Secretary name and title printed or typed)

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Witness/Secretary Signature

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the submission being declared non-responsive by the County.

## Detail by Entity Name

### Florida Profit Corporation

Bill's Widget Corporation

### Filing Information

Document Number 655555  
 FE/EIN Number 5111111111  
 Date Filed 09/22/1980  
 State FL  
 Status ACTIVE  
 Last Event AMENDED AND RESTATED ARTICLES  
 Event Date Filed 07/25/2006  
 Event Effective Date NONE

### Principal Address

555 N Main Street  
Your Town, USA 99999

Changed 02/11/2012

Verify either Principal or Mailing address is on Form 1

### Mailing Address

555 N Main Street  
MYour Town, USA 99999

Changed 02/11/2012

### Registered Agent Name & Address

My Registered Agent  
111 Registration Road  
Registration, USA99999

Name Changed:12/14/2006

Address Changed: 12/14/2006

### Officer/Director Detail

#### Name & Address

Title P

President, First  
555 AVENUE  
Anytown, USA99999

Title V

President, Second  
555 AVENUE  
Anytown, USA99999

#### IMPORTANT:

For corporations, ALL documents must be signed by the president of the company or an authorized individual. For any individual other than the president, we will need one of the following to confirm their authority to sign:

1. a corporate resolution by the Board of Directors, or
2. an extract of minutes, or
3. an extract of Vote by the Board of Directors

If the company's articles of incorporation identify additional positions that have the power to bind the corporation, we will accept the articles of incorporation with verification from the president that a certain individual serves in that role (e.g., the president confirms that John Doe is the CEO, and the articles of incorporation provide that the CEO has the power to bind the company).

With respect to an LLC, the authority to bind a limited liability company is controlled by Florida statutes. Managers or managing members have inherent authority to bind an LLC.

If the president of a corporation or a manager/managing member of an LLC delegates their authority, such delegation must be sent to us on company letterhead with the President's or manager's/managing member's original, wet signature.

v01/03/2018

STATE OF FLORIDA

SECRET

REGISTRATION DIVISION





**AFFIDAVIT CERTIFICATION IMMIGRATION LAWS**

SOLICITATION NO.: B180438DLK SOLICITATION NAME: Solid Waste Bio-Solids Composting Facility Canopy Structure Replacements

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/PROPOSER 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

**REFERENCE SURVEY**

Solicitation # B180438DLK

**Solid Waste Bio-Solids Composting Facility Canopy Structure Replacements**

Section 1	Reference Respondent Information	<b>Please return completed form to:</b>	
<b>FROM:</b>	_____	<b>Bidder/Proposer:</b>	
<b>COMPANY:</b>	_____	<b>Due Date:</b>	
<b>PHONE #:</b>	_____	<b>Total # Pages: 1</b>	
<b>FAX #:</b>	_____	<b>Phone #:</b>	<b>Fax #:</b>
<b>EMAIL:</b>	_____	<b>Bidder/Proposer E-Mail:</b>	

Section 2	Enter Bidder/Proposer Information , as applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)		
Bidder/Proposer Name:	_____		
Reference Project Name:	Project Address:	Project Cost:	
Summarize Scope:			

**You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.**

Section 3		Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?		
2. Were any problems encountered with the company's work performance?		
3. Were any change orders or contract amendments issued, other than owner initiated?		
4. Was the job completed on time?		
5. Was the job completed within budget?		
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)		
7. If the opportunity were to present itself, would you rehire this company?		
8. Please provide any additional comments pertinent to this company and the work performed for you:		

Section 4	
Reference Name (Print)	<b>Please submit non-Lee County employees as references</b>
Reference Signature	





## ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

Please fill in the form below. Provide each incident in regard to alleged negligence or breach of contract that has occurred over the past 10 years.  
Please complete in chronological order with the most recent incident on starting on page 1.

**Company Name:** \_\_\_\_\_

Type of Incident <i>Alleged Negligence or Breach of Contract</i>	Incident Date And Date Filed	Plaintiff <i>(Who took action against your company)</i>	Case Number	Court <i>County/State</i>	Project	Claim Reason <i>(initial circumstances)</i>	Final Outcome <i>(who prevailed)</i>

Make as many copies of this sheet as necessary in order to **provide a 10 year history** of the requested information. If there is no action pending or action taken in the last 10 years, complete the **company name and write "NONE" in the first "Type of Incident" box** of this page and return with your submission package. This form should also include the primary partners listed in your submission. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous. **Please do not modify this form (expansion of spacing allowed) or submit your own variation.**

Page Number: \_\_\_\_\_ Of \_\_\_\_\_ Total pages

Update the page number to reflect the current page and the total number of pages. Example: Page 3, of 5 total submitted pages of this form.



This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to \_\_\_\_\_  
(Print name of the public entity)

by \_\_\_\_\_  
(Print individual's name and title)

for \_\_\_\_\_  
(Print name of entity submitting sworn statement)

whose business address is \_\_\_\_\_

(If applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:  
1. A predecessor or successor of a person convicted of a public entity crime:  
or:  
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length Agreement/Contract, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. (Please indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

*Public Entity Crime Form*

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_

(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_  
(NOTARY PUBLIC)

My Commission Expires: \_\_\_\_\_

Form 7: Trench Safety (Required for Construction Projects Only)

**TRENCH SAFETY**

Contractor/Vendor acknowledges that included in the appropriate solicitation items of the solicitation and in the Total solicitation price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The contractor/vendor further identifies the costs of such compliance to be summarized below:

Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
.....				
A. _____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____
D. _____	_____	_____	_____	_____
TOTAL \$ _____				

If applicable, the contractor/vendor certifies that all trench excavation done within his control in excess of five (5') feet in depth shall be in accordance with the Florida Department of Transportation's Special Provisions Article 125-1 and Sub-article 125-4.1 (TRENCH EXCAVATION SAFETY SYSTEM AND SHORING, SPECIAL-TRENCH EXCAVATION).

Failure to complete the above may result in the solicitation being declared non-responsive.

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Company Name)*

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_ *(name and title of corporate officer)* of \_\_\_\_\_ *(name of corporation)*, a \_\_\_\_\_ *(state or place of incorporation)* corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ *(type of identification)* as identification.

\_\_\_\_\_  
*(signature line for notary public)*

\_\_\_\_\_  
*(name of notary typed, printed or stamped)*

\_\_\_\_\_  
*(title or rank)*

\_\_\_\_\_  
*(serial number, if any)*

My commission expires:  
\_\_\_\_\_



BID BOND

Complete EITHER Lee County Paper Bid Bond OR provide cashier's check

KNOW ALL MEN BY THESE PRESENTS, that we

\_\_\_\_\_ as Principal, and  
(BIDDER'S Name)

\_\_\_\_\_ a Corporation licensed to do  
(Surety's Name)

business under the laws of the State of Florida as a Surety, are held and firmly bound unto LEE COUNTY BOARD OF COUNTY COMMISSIONERS, LEE COUNTY, FLORIDA, a Political Subdivision of the State of Florida,

in the SUM OF \_\_\_\_\_  
for the payment whereof, well and truly to be made, we bind ourselves, our heirs, successors, personal representatives and assigns, jointly and severally, firmly, by these presents.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

WHEREAS, said Principal is herewith submitting a Bid/Proposal for the construction of:  
**Solid Waste Bio-Solids Composting Facility Canopy Structure Replacements**

NOW, THEREFORE, the condition of the above obligation is such that if said Principal shall be awarded the Contract upon said Bid/Proposal within the specified time and shall enter into a written Contract, satisfactory in form, provide an acceptable Public Payment & Performance Bond from a Surety acceptable to the COUNTY and provide other Insurance as may be required to the COUNTY within seven (7) calendar days after the written Notice of Award date, or within such extended period as the COUNTY may grant, then this obligation shall be null and void; otherwise said Principal and Surety shall pay to said COUNTY in money the difference between the amount of the Bid of said Principal and the amount for which said COUNTY may legally contract with another party to perform said work, if the latter amount be in excess of the former, together with any expenses and reasonable attorney's fees incurred by said COUNTY if suit be brought here on, but in no event shall said Surety's liability exceed the penal sum hereof plus such expenses and attorney's fees. For purposes of unsuccessful bid protests filed by the Principal herein, this obligation shall bind the Surety to pay costs and damages associated with the bid protest or delays to the project upon a finding from the Board of County Commissioners for Lee County that the bid protest was frivolous and/or lacked merit. The liability of the Surety shall not exceed the penal sum of the bid bond.

Witness as to Principal:

\_\_\_\_\_ (SEAL)  
(Principal)

(By)

\_\_\_\_\_  
Printed Name

Witness as to Surety:

\_\_\_\_\_ (SEAL)  
(Surety's Name)

\_\_\_\_\_  
(By-As Attorney-in-Fact, Surety)

Affix Corporate Seals and attach proper Power of Attorney for Surety.

*Form 9: No Lobbying Certification and Disclosure Form LLL*

# DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB  
4040-0013

<b>1. * Type of Federal Action:</b> <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	<b>2. * Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. * Report Type:</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text"/> Zip <input type="text"/> Congressional District, if known: <input type="text"/>		
<b>5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:</b>   		
<b>6. * Federal Department/Agency:</b> <input type="text"/>	<b>7. * Federal Program Name/Description:</b> <input type="text"/> CFDA Number, if applicable: <input type="text"/>	
<b>8. Federal Action Number, if known:</b> <input type="text"/>	<b>9. Award Amount, if known:</b> \$ <input type="text"/>	
<b>10. a. Name and Address of Lobbying Registrant:</b> Prefix <input type="text"/> * First Name <input type="text"/> Middle Name <input type="text"/> * Last Name <input type="text"/> Suffix <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text"/> Zip <input type="text"/>		
<b>b. Individual Performing Services</b> (including address if different from No. 10a) Prefix <input type="text"/> * First Name <input type="text"/> Middle Name <input type="text"/> * Last Name <input type="text"/> Suffix <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text"/> Zip <input type="text"/>		
<b>11.</b> 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 tier 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: <input type="text"/> * Name: Prefix <input type="text"/> * First Name <input type="text"/> Middle Name <input type="text"/> * Last Name <input type="text"/> Suffix <input type="text"/> Title: <input type="text"/> Telephone No.: <input type="text"/> Date: <input type="text"/>		
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

**Form 10: Affidavit-Immigration Law-E-Verify**

**Attachment: Immigration Law Affidavit Certification**

This Affidavit is required and should be signed by an authorized principal of the firm, notarized and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the vendor's/bidder's proposal. 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. **Failure to include this Affidavit and acceptable evidence of enrollment in the E-Verify program, may deem the Vendor / Bidder's proposal as non-responsive.**

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 the time of submission of the Vendor's / Bidder's proposal.

Company Name \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_ who has produced \_\_\_\_\_ as identification.  
(Print or Type Name) (Type of Identification and Number)

\_\_\_\_\_  
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.

*Sealed Bid Label*

**Cut along the outer border and affix this label to your sealed solicitation envelope to identify it as a "Sealed Bid".**

<b>SEALED BID DOCUMENTS • DO NOT OPEN</b>	
BID No.:	B180438DLK
BID TITLE:	<b>Solid Waste Bio-Solids Composting Facility Canopy Structure Replacements</b>
DATE DUE:	<b>Wednesday, September 5, 2018</b>
TIME DUE:	<b>Prior to: 2:30 PM</b>
SUBMITTED BY:	_____ (Name of Company)
e-mail address	Telephone
<b>DELIVER TO:</b>	Lee County Procurement Management 1500 Monroe 4 <sup>th</sup> Floor Fort Myers FL 33901
<i>Note: submissions received after the time and date above will not be accepted.</i>	



Lee County Procurement Management  
1500 Monroe Street, 4<sup>th</sup> Floor  
Fort Myers, FL 33901  
(239) 533-8881  
[www.leegov.com/procurement](http://www.leegov.com/procurement)

**PLEASE PRINT CLEARLY**

**Issued for Bid Specifications**

**Solid Waste Biosolids Composting Facility  
Canopy Structures Construction  
Lee County, Florida**

**July 2018**

CDM Smith Project No.:  
55618-222946





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END OF SECTION

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SECTION 01010  
SUMMARY OF WORK

PART 1 GENERAL

1.01 LOCATION OF WORK

- A. The work of this Contract is located at Solid Waste Biosolids Composting Facility located at 5500 Church Road, Felda, Florida 33930. The facility is owned and operated by Lee County Solid Waste.

1.02 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required and design, fabricate, deliver to project site, and erect the three pre-engineered fabric structures as specified herein.
- B. The Work includes, but is not necessarily limited to, the following:
  - 1. Three new buildings to replace Buildings 1, 2 and 9. See Figure 1.
  - 2. Perform all associated testing, miscellaneous work, restoration and cleanup.

1.03 WORK SEQUENCE

- A. All work to be done under this Contract shall be done with minimum inconvenience to the Solid Waste Operations and the existing electrical, stormwater, potable water, reclaimed water, and sewerage systems. The Contractor shall coordinate his work with the Owner and Engineer such that the existing facilities are maintained to the maximum extent possible.
- B. Accommodate the Owner's use of the premises during the construction period; coordinate the construction schedule and operations with the Owner.

1.04 GENERAL CONSTRUCTION CONSTRAINTS

- A. No building or structure, or any part thereof, shall be demolished until an application has been filed with the Building Inspector and a permit issued. The fee for this permit shall be the Contractor's responsibility.
- B. Contractor shall not interfere with the operation of the Solid Waste Biosolids Composting Facility or adjacent facilities during the demolition. Contractor shall stay within his work zone and laydown area and be aware of operations and safely transition around the site when out of the work zone.
- C. The Contractor shall be responsible for coordinating the Work in any manner which will ensure project completion within the Contract Times, consistent with the constraints described herein, and all other requirements of the Contract Documents.

1.05 CONTRACTOR'S USE OF PREMISES

- A. Contractor shall have complete and exclusive use of the work zone for the performance of the Work.

- B. Contractor shall limit the use of the premises for his/her Work and for storage to allow for:
  - 1. Work by other contractors
  - 2. Owner occupancy
- C. Coordinate use of premises with Owner.
- D. Contractor shall assume full responsibility for security of all his/her and his/her subcontractors' materials and equipment stored on the site.
- E. If directed by the Owner or Engineer, move any stored items which interfere with operations of Owner or other contractors.
- F. Obtain and pay for use of additional storage or work areas if needed to perform the Work.

#### 1.06 OWNER OCCUPANCY

- A. Owner will occupy premises during performance of the work for the conduct of his/her normal operations. Coordinate all construction operations with Owner and Engineer to minimize conflict and to facilitate Owner usage.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01025  
MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 SCOPE

- A. This section includes specification for the measurement and payment of the various elements of the Work; with provisions applicable to lump sum prices, unit prices, and allowances, if applicable.
- B. In the case of conflict between this section and the measurement methods specified in the individual technical sections, the measurement methods in the technical specifications shall govern.
- C. The Contractor shall receive no payment for any portion of the work until it is installed. The only exception to this is payment for stored materials on site if the Contract provides for the payment of stored materials. Partial payment may be requested for items partially installed.

1.02 RELATED WORK

- A. Schedule of Values is included in Section 01370
- B. Applications for Payment are included in Section 01152
- C. General Conditions

1.03 LUMP SUM ITEMS

- A. Lump Sum measurement will be for the entire item, unit of work, structure, or combination thereof, as specified and as indicated in the Bid Form. Measurement and payment for all bid items indicated as Lump Sums shall include the cost of all labor, materials and equipment necessary to furnish, install, clean, test, and place each bid item into operation; including permitting, general conditions, overhead and profit.
- B. Progress payments will be based on the Schedule of Values prepared by the Contractor and approved by the Engineer and Owner before acceptance of the first Application for Payment.
- C. In order for the Contractor to request progress payments against Lump Sum items, Contractor shall provide a disaggregation or breakdown in sufficient measurable detail that is acceptable to the Engineer.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 LUMP SUM ITEMS

- A. Measurement: Shall be in accordance with the accepted Schedule of Values.

- B. Payment: Progress payments shall be based on the actual percentage of Work satisfactorily completed during the progress payment period in accordance with the approved Schedule of Values. Final Payment shall be the balance of the stated Lump Sum as adjusted by approved Change Orders.

END OF SECTION



SECTION 01038  
REQUESTS FOR INFORMATION

PART 1 GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

- A. This section specifies the general methods and requirements of Requests for Information (RFIs).

1.02 RELATED WORK

- A. Additional requirements may be specified in the General Conditions.
- B. Submittals are included in Section 01300.
- C. Project Record Documents are included in Section 01720.

1.03 REQUESTS FOR INFORMATION

- A. When the Contractor believes that additional information or clarification of a contract requirement is needed, it may initiate a Request for Information
- B. RFIs may relate to Technical matters or Administrative matters. The RFI process shall be limited to the clarification of technical and/or administrative matters. While the response to an RFI might lead to a change in the contract scope, cost or time, RFIs are not a substitute to the notification requirements stipulated in the General Conditions.
- C. A response to an RFI may authorize minor changes to the contract consistent with the terms of the contract related to the responsibilities and limitations of authority of the Engineer.
- D. A response to an RFI is not an authorization to perform any additional work that would require that change order or written amendment to the contract. If the Contractor believes the response an RFI requires a change to the contract, Contractor shall promptly provide written notice to the Owner and Engineer in accordance with the General Conditions.
- E. RFIs are not a substitute for the Submittals process specified elsewhere.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 ORIGINATION

- A. The Contactor shall originate RFIs using the form appended to this section.
  - 1. RFIs shall be numbered consecutively. In the event that an answered RFI results in a follow-up inquiry, the follow-up shall maintain the same number as the original, appended with a suffix.
  - 2. Include Specification section(s), drawing(s), or detail(s) for which information is requested.

3. Attach drawings, sketches, photographs or other relevant information.
4. If the question concerns an interpretation of the Contract Documents, enter the Contractor's interpretation.
5. Indicate the date by which the Contractor requests a reply.
6. Sign the upper portion of the form.

- B. RFIs may not be submitted by subcontractors or suppliers. When a subcontractor or supplier generates a request for information or clarification to the Contractor, Contractor shall incorporate such requests into the required format, assign the next number, and sign.
- C. Contractor shall maintain a log of all RFIs including the date originated, date delivered, and date answered.

### 3.02 PROCESSING

- A. Contractor shall submit all RFIs to the Engineer for processing.
- B. Technical RFIs will generally be reviewed and answered by the respective discipline engineer or architect.
- C. Administrative RFIs will generally be reviewed and answered by the Engineer in consultation with the Owner.
- D. The Engineer will generally respond to RFIs within seven calendar days of receipt – depending on the complexity of the inquiry.

### 3.03 RESPONSES

- A. If the RFI contains sufficient clarity, the Engineer will insert a response in the lower portion of the RFI form, sign and date the response; and, return the completed form to the Contractor.
- B. If the RFI does not contain sufficient clarity, the Engineer may request additional information from the Contractor.
- C. Engineer will distribute copies to the Owner and project files.
- D. Engineer will maintain a log of all RFIs including the date received and date returned to Contractor.

### 3.04 RECORD INFORMATION

- A. Contractor shall include all clarifications obtained through the RFI process into the record information in accordance with Section 01720.

END OF SECTION

(Standard RFI Form Follows)

## Request for Information

<b>Project Name:</b>		
<b>Owner's Project No.:</b>	<b>CDM Smith Project No.:</b>	
<b>Contractor:</b>	<b>RFI No.:</b>	
	<b>Date:</b>	
<b>Subject:</b>		
<b>Spec Section:</b>	<b>Drawing:</b>	<b>Detail:</b>

<b>QUESTION:</b>	
<p><b>If the above question concerns an interpretation of the Contract Documents, the Contractor's interpretation is:</b></p>	
<b>Please Respond by This Date:</b>	
<b>Submitted by Contractor:</b>	<b>Date:</b>
<b>Received by (CDM Smith):</b>	<b>Date:</b>

<b>RESPONSE:</b>	
<b>By:</b>	<b>Date:</b>
<b>Distribution:</b> Contractor, Owner, File, Field, RFI Notebook	

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SECTION 01046  
CONTROL OF WORK

PART 1 GENERAL

1.01 PRIVATE LAND

- A. Do not enter or occupy private land outside of easements, except by permission of the land owner.

1.02 PIPE LOCATIONS

- A. Locate pipelines substantially as indicated on the Drawings. The Engineer reserves the right to make such modifications in locations as may be found desirable to avoid interference with existing structures or for other reasons. Where fittings are noted on the Drawings, such notation is for the Contractor's convenience and does not relieve him from laying and jointing different or additional items where required.

1.03 OPEN EXCAVATIONS

- A. Adequately safeguard all open excavations by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons and damage to property. Provide suitable and safe bridges and other crossings for accommodating travel by plant staff and workmen. Remove bridges provided for access during construction when no longer required. The length or size of excavation will be controlled by the particular surrounding conditions, but shall always be confined to the limits prescribed by the Engineer. If the excavation becomes a hazard, or if it excessively restricts traffic at any point, the Engineer may require special construction procedures such as limiting the length of the open trench, prohibiting stacking excavated material in the street and requiring that the trench shall not remain open overnight.
- B. Take precautions to prevent injury due to open trenches. Provide adequate light at all trenches, excavated material, equipment, or other obstacles which could be dangerous to the public at night.

1.04 TEST PITS

- A. Excavate test pits, at the direction of the Engineer, to locate underground pipelines or structures in advance of the construction. Backfill test pits immediately after their purpose has been satisfied and restore and maintain the surface in a manner satisfactory to the Engineer.

1.05 MAINTENANCE OF TRAFFIC

- A. Unless permission to close a street is received in writing from the proper authority, place all Detours around construction will be subject to the approval of the Owner and the Engineer. Where detours are permitted, provide all necessary barricades and signs as required to divert the flow of traffic. Expedite construction operations while traffic is detoured. Periods when traffic is being detoured will be strictly controlled by the Owner.
- B. Take precautions to prevent injury due to open trenches. Night watchmen may be required where special hazards exist.

1.06 CARE AND PROTECTION OF PROPERTY

- A. Be responsible for the preservation of all public and private property and use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the Contractor, restore such property to a condition similar or equal to that existing before the damage was done, or make good the damage in other manner acceptable to the Engineer.

1.07 PROTECTION AND RELOCATION OF EXISTING STRUCTURES AND UTILITIES

- A. Assume full responsibility for the protection of all buildings, structures, and utilities, public or private, including poles, signs, services to buildings, utilities in the street, gas pipes, water pipes, hydrants, sewers, drains and electric and telephone cables, whether or not they are shown on the Drawings. Carefully support and protect all such structures and utilities from injury of any kind. Immediately repair any damage resulting from the construction operations.
- B. Assistance will be given the Contractor in determining the location of existing services. The Contractor, however, shall bear full responsibility for obtaining all locations of underground structures and utilities (including existing water services, drain lines and sewers). Maintain services to buildings and pay costs or charges resulting from damage thereto.
- C. Notify all utility companies in writing at least 72 hours (excluding Saturdays, Sundays and Legal holidays) before excavating in any public way. Notify Sunshine One at least 72 hours prior to start of work.

1.08 WATER FOR CONSTRUCTION PURPOSES

- A. The express approval of the Owner shall be obtained before potable water is used. Waste of water shall be sufficient cause for withdrawing the privilege of unrestricted use. Hydrants shall only be operated under the supervision of the Owner's personnel.

1.09 CLEANUP AND DISPOSAL OF EXCESS MATERIAL

- A. During the course of the work, keep the site of operations as clean and neat as possible. Dispose of all residue resulting from the construction work and, at the conclusion of the work, remove and haul away any surplus excavation, broken pavement, lumber, equipment, temporary structures and any other refuse remaining from the construction operations and leave the entire site of the work in a neat and orderly condition.
- B. In order to prevent environmental pollution arising from the construction activities related to the performance of this Contract, comply with all applicable Federal, State and local laws and regulations concerning waste material disposal, as well as the specific requirements stated in this section and in other related sections.
- C. Disposal of excess excavated material in wetlands, stream corridors and plains is strictly prohibited even if the permission of the property owner is obtained. Any violation of this restriction by the Contractor or any person employed by him will be brought to the immediate attention of the responsible regulatory agencies, with a request that appropriate action be taken against the offending parties. The Contractor will be required to remove the fill and restore the area impacted at no increase in the Contract Price.



PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

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SECTION 01100  
SPECIAL PROJECT PROCEDURES

PART 1 GENERAL

1.01 SITE CONDITIONS

- A. Several areas of the site will be used for active operations during the construction under this contract. All construction must be coordinated with the Operator at the Biosolids Composting Facility and accomplished in a logical order to maintain operations and to allow construction to be completed within the Contract Times. Contractor shall also coordinate his activities with the other contractors, if any, to allow orderly and timely completion of the Work.
- B. When access through construction areas must be interrupted due to Contractor's operations, Contractor shall provide alternate acceptable access for operation personnel or other contractors.
- C. Contractor shall coordinate his activities in the interface or common areas with other contractors who are working on site and the Owner's operation personnel.
- D. Various interconnections within the site may require temporary partial power shutdowns. Contractor shall make every effort necessary to minimize the shutdown time and shall coordinate with Owner and Engineer and operating personnel.
- E. Within the Schedule developed in accordance with Section 01310 of the Contract Documents, the Contractor shall identify all periods of time during which existing facilities shall be taken out of service, either temporarily or permanently.

1.02 OPERATING AND MAINTENANCE DATA

- A. Operating and maintenance data covering all equipment furnished under Division 13 shall be delivered directly to the Office of CDM Smith, 101 Southhall Lane, Suite 200, Maitland, FL 32751. Data shall be prepared and submitted in full conformance with Section 01730. Final approved copies of operating and maintenance data shall have been delivered to the Engineer prior to scheduling the instruction period with the Owner.

1.03 RELOCATIONS

- A. Be responsible for the relocation of structures, including but not limited to light poles, signs, sign poles, fences, piping, conduits and drains that interfere with the positioning of the work as set out on the Drawings. The cost of all such relocations shall be included in the bid for the project and shall not result in any additional cost to the Owner.

1.04 EXISTING UTILITY PROTECTION

- A. Existing utilities are shown in their approximate locations. Locate and protect all utilities whether shown on Drawings or not.
- B. Contact Solid Waste Operations and utility companies at least 72 hours before starting construction so maintenance personnel can locate and protect facilities, if required by the utility company.

1.05 ARCHEOLOGICAL FINDS

- A. Notwithstanding anything to the contrary herein, in the event any archeological artifacts within the project are discovered during the course of the work, the Owner shall have and retain all right, title, and interest to such artifacts and shall have the further right, during the course of the Contract, to examine or cause to have examined, the site of the work for any such artifacts and to perform or have performed archeological excavations and all other related work to explore for, discover, recover and remove such artifacts from the site of the work. In the event the work or archeological examination and related work delays the Contractor's work, he/she shall be entitled to an extension of time to complete the work equal to the number of days he/she is thus delayed. Such delay shall be considered an excusable delay as defined in the supplementary conditions.

1.06 HURRICANE PREPAREDNESS PLAN

- A. Within 30 days of the date of Notice of Award, submit to the Engineer, for approval, a Hurricane Preparedness Plan. The Plan shall describe in detail the necessary measures which the Contractor will perform, at no additional costs to the Owner, in case of a hurricane warning. Revise Plan as required by the Engineer.
- B. In the event of inclement weather, the Contractor shall protect the Work and materials from damage or injury from the weather. If, in the opinion of the Engineer, any portion of the Work or materials has been damaged by reason of failure on the part of the Contractor to so protect the Work, such Work and materials shall be removed and replaced with new materials and Work to the satisfaction of the Engineer.

1.07 EMERGENCY PHONE NUMBERS AND ACCIDENT REPORTS

- A. Emergency phone numbers (fire, medical, police) shall be posted at the Contractor's phone and its location known to all.
- B. Accidents shall be reported immediately to the Engineer by messenger or phone.
- C. All accidents shall be documented and a fully detailed written report submitted to the Engineer after each accident.

1.08 TRAFFIC CONTROL

- A. The Contractor shall ensure that vehicular flow is maintained in a safe manner and that he shall adhere to all state and local requirements for maintenance of traffic, safety precautions, and lighting. Should the Owner request the preparation and submittal of a traffic maintenance and/or safety plan, the Contractor will do so, at no additional cost to the Owner, within 21 days of receipt of the request.

1.09 WORK ADJACENT TO UTILITY POWER FACILITIES

- A. It is the full and complete responsibility of the Contractor to determine the exact location of all overhead and underground power transmission and distribution facilities in the area of the Works whether or not they are indicated on the Drawings.

1.10 WORK ADJACENT TO TELEPHONE COMPANY OR TELECOMMUNICATIONS  
FACILITIES

- A. It is the full and complete responsibility of the Contractor to determine the exact location of all overhead and underground telecommunications facilities in the area of the Works whether or not they are indicated on the Drawings.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

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SECTION 01110  
ENVIRONMENTAL PROTECTION PROCEDURES

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials and equipment and perform all work required for the prevention of environmental pollution in conformance with applicable laws and regulations, during and as the result of construction operations under this Contract. For the purpose of this section, environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic and/or recreational purposes.
- B. The control of environmental pollution requires consideration of air, water and land, and involves management of noise and solid waste, as well as other pollutants.
- C. Schedule and conduct all work in a manner that will minimize the erosion of soils in the area of the work. Provide erosion control measures such as diversion channels, sedimentation or filtration systems, berms, staked hay bales, seeding, mulching or other special surface treatments as are required to prevent silting and muddying of streams, rivers, impoundments, lakes, etc. All erosion control measures shall be in place in an area prior to any construction activity in that area.
- D. This section is intended to ensure that construction is achieved with a minimum of disturbance to the existing ecological balance between a water resource and its surroundings. These are general guidelines. It is the Contractor's responsibility to determine the specific construction techniques to meet these guidelines.
- E. All phases of sedimentation and erosion control shall comply with and be subject to the approval of the Florida Department of Environmental Protection.

1.02 APPLICABLE REGULATIONS

- A. Comply with all applicable Federal, State and local laws and regulations concerning environmental pollution control and abatement.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 EROSION CONTROL

- A. Provide positive means of erosion control such as shallow ditches around construction to carry off surface water. Erosion control measures, such as siltation basins, hay check dams, mulching, jute netting and other equivalent techniques, shall be used as appropriate. Flow of surface water into excavated areas shall be prevented. Ditches around construction area shall also be used to carry away water resulting from dewatering of excavated areas. At the completion of the work, ditches shall be backfilled and the ground surface restored to original condition.

- B. Sufficient precautions shall be taken during construction to minimize the run-off of polluting substances such as silt, clay, fuels, oils, bitumen, calcium chloride, or other polluting materials harmful to humans, fish, or other life, into the supplies and surface waters of the State. Control measures must be adequate to assure that turbidity in the receiving water will not be increased more than 10 nephelometric turbidity units (NTU), or as otherwise required by the State or other controlling body, in water used for public water supply or fish unless limits have been established for the particular water. In surface water used for other purposes, the turbidity must not exceed 25 NTU unless otherwise permitted. Special precautions shall be taken in the use of construction equipment to prevent operations which promote erosion.

### 3.02 PROTECTION OF STREAMS AND SURFACE WATERS

- A. Take all precautions to prevent, or reduce to a minimum, any damage to any stream or surface water from pollution by debris, sediment or other material, or from the manipulation of equipment and/or materials in or near such streams. Water that has been used for washing or processing, that contains oils or sediments that will reduce the quality of the water in the stream, shall not be directly returned to the stream. Divert such waters through a settling basin or filter before being directed into streams or surface waters.
- B. Do not discharge water from dewatering operations directly into any live or intermittent stream, channel, wetlands, surface water or any storm sewer. Water from dewatering operations shall be treated by filtration, settling basins, or other approved method to reduce the amount of sediment contained in the water to allowable levels.
- C. Take all preventative measures to avoid spillage of petroleum products and other pollutants. In the event of any spillage, prompt remedial action shall be taken in accordance with a contingency action plan approved by the Florida Department of Environmental Protection. Submit two copies of approved contingency plans to the Engineer.

### 3.03 PROTECTION OF LAND RESOURCES

- A. Restore land resources within the project boundaries and outside the limits of permanent work to a condition, after completion of construction to be pre-construction conditions. Confine all construction activities to areas shown on the Drawings.

### 3.04 NOISE CONTROL

- A. Make every effort to minimize noises caused by the construction operations. Equipment shall be equipped with silencers or mufflers designed to operate with the least possible noise in compliance with Federal and State regulations.
- B. All equipment to be furnished under this Contract, unless specified otherwise in the technical specifications, shall be designed to ensure that the sound pressure level does not exceed 85 decibels over a frequency range of 37.8 to 9600 cycles per second at a distance of three feet from any portion of the equipment, under any load condition, when tested using standard equipment and methods. Noise levels shall include the noise from the motor. Data on noise levels shall be included with the shop drawing submittal.

END OF SECTION

SECTION 01152  
APPLICATION FOR PAYMENT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Submit Applications for Payment to the Engineer in accordance with the schedule established by Conditions of the Contract and Agreement between Owner and Contractor.
- B. The accepted Schedule of Values, Section 01370, shall be used as the basis for the Contractor's Application for Payment.

1.02 RELATED WORK

- A. Agreement between Owner and Contractor is included in the front-end documents.
- B. Standard General Conditions of the Construction Contract are included in the front-end documents.
- C. Schedule of Values are included in Section 01370.
- D. Construction Photographs are included in Section 01380.
- E. Contract Closeout is included in Section 01700.
- F. Project Record Documents are included in Section 01720.

1.03 SUBMITTALS

- A. Submit, in accordance with Section 01300, applications typed on forms provided by the Owner, Application for Payment, with itemized data typed on 8-1/2-in by 11-in or 8-1/2-in by 14-in white paper continuation sheets.
- B. Provide itemized data on continuation sheet.
  - 1. Format, schedules, line items and values: Those of the Schedule of Values accepted by the Engineer.
- C. Provide construction photographs in accordance with Section 01380.

1.04 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

- A. Application Form
  - 1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
  - 2. Fill in summary of dollar values to agree with respective totals indicated on continuation sheets.
  - 3. Execute certification with signature of a responsible officer of Contract firm.

B. Continuation Sheets

1. Fill in total list of all scheduled component items of Work, with item number and scheduled dollar value for each item.
2. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored.
  - a. Round off values to nearest dollar, or as specified for Schedule of Values.
3. List each Change Order executed prior to date of submission, at the end of the continuation sheets.
  - a. List by Change Order Number and description, as for an original component item of work.
4. To receive approval for payment on component material stored on site, submit copies of the original paid invoices with the application for payment.

1.05 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

- A. When the Owner or the Engineer requires substantiating data, submit suitable information, with a cover letter identifying.
  1. Project
  2. Application number and date
  3. Detailed list of enclosures
  4. For stored products:
    - a. Item number and identification as shown on application
    - b. Description of specific material
- B. Submit one copy of data and cover letter for each copy of application.
- C. As a prerequisite for payment, submit a "Surety Acknowledgement of Payment Request" letter showing amount of progress payment which the Contractor is requesting.
- D. Contractor shall also attach a "Partial Release of Lien" from each subcontractor and supplier to each application for payment.
- E. Maintain an updated set of drawings to be used as record drawings in accordance with Section 01700. As a prerequisite for monthly progress payments, exhibit the updated record drawings for review by the Owner and the Engineer.

1.06 PREPARATION OF APPLICATION FOR FINAL PAYMENT

- A. Fill in Application form as specified for progress payments.
- B. Use continuation sheet for presenting the final statement of accounting as specified in Section 01700.
- C. Submit all Project Record Documents in accordance with Section 01720.

1.07 SUBMITTAL PROCEDURE

- A. Submit Applications for Payment to the Engineer at the times stipulated in the Agreement.
- B. Number: Five copies of each Application.
- C. When the Engineer finds Application properly completed and correct, he/she will transmit certificate for payment to Owner, with copy to Contractor.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

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SECTION 01200  
PROJECT MEETINGS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The Engineer shall schedule and administer pre-construction meeting, periodic progress meetings and specially called meetings throughout progress of the work.
  - 1. Prepare agenda for meetings
  - 2. Make physical arrangements for meetings
  - 3. Preside at meetings
  - 4. Record the minutes; include significant proceedings and decisions
  - 5. Reproduce and distribute copies of minutes within 15 working days after each meeting:
    - a. To participants in the meeting
    - b. To parties affected by decisions made at the meeting
- B. Representatives of Contractors, subcontractors and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.
- C. Attend meetings to ascertain that work is expedited consistent with Contract Documents and construction schedules.

1.02 RELATED REQUIREMENTS

- A. Construction Schedules are included in Section 01310.
- B. Shop Drawings, Working Drawings and Samples are included in Section 01300.
- C. Project Record Documents are included in Section 01720.

1.03 PRE-CONSTRUCTION MEETING

- A. Schedule a preconstruction meeting no later than 15 days after date of Notice to Proceed.
- B. Location: A central site, convenient for all parties, designated by the Owner.
- C. Attendance
  - 1. Owner's Representative
  - 2. Engineer and his/her professional consultants
  - 3. Resident Project Representative
  - 4. Contractor's Superintendent



5. Major Subcontractors
6. Major suppliers
7. Utilities
8. Others as appropriate

D. Suggested Agenda

1. Distribution and discussion of:
  - a. List of major subcontractors and suppliers
  - b. Projected Construction Schedules
2. Critical work sequencing
3. Major equipment deliveries and priorities
4. Project Coordination
  - a. Designation of responsible personnel
5. Procedures and processing of:
  - a. Field decisions
  - b. Proposal requests
  - c. Submittals
  - d. Change Orders
  - e. Applications for Payment
6. Adequacy of distribution of Contract Documents
7. Procedures for maintaining Record Documents
8. Use of premises:
  - a. Office, work and storage areas
  - b. Owner's requirements
9. Construction facilities, controls and construction aids
10. Temporary utilities
11. Housekeeping procedures

1.04 PROGRESS MEETINGS

- A. Schedule regular periodic meetings. The progress meetings will be held every 30 days with the first meeting 30 days after the pre-construction meeting or 30 days after the date of Notice to Proceed.
- B. Hold called meetings as required by progress of the work.
- C. Location of the meetings: Project field office of Contractor or Engineer.

D. Attendance

1. Engineer and his/her professional consultants as needed
2. Subcontractors as appropriate to the agenda
3. Suppliers as appropriate to the agenda
4. Others as appropriate

E. Suggested Agenda

1. Review, approval of minutes of previous meeting
  2. Review of work progress since previous meeting
  3. Field observations, problems and conflicts
  4. Problems which impede Construction Schedule
  5. Review of off-site fabrication, delivery schedules
  6. Corrective measures and procedures to regain projected schedule
  7. Revisions to Construction Schedule
  8. Progress, schedule, during succeeding work period
  9. Coordination of schedules
  10. Review submittal schedules; expedite as required
  11. Maintenance of quality standards
  12. Pending changes and substitutions
  13. Review proposed changes for:
    - a. Effect on Construction Schedule and on completion date
    - b. Effect on other contracts of the project
  14. Other business
  15. Construction schedule
  16. Critical/long lead items
- F. Attend progress meetings and is to study previous meeting minutes and current agenda items, in order to be prepared to discuss pertinent topics such as deliveries of materials and equipment, progress of the work, etc.
- G. Provide a current submittal log at each progress meeting in accordance with Section 01300.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01300  
SUBMITTALS

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. This section includes the requirements for compiling, processing and transmitting submittals required for execution of the project.
- B. Submittals are categorized into two types: Action Submittals and Informational Submittals, as follows:
  - 1. Action Submittal: Written and graphic information submitted by the Contractor that requires the Engineer's approval. The following are examples of action submittals:
    - a. Shop Drawings (including working drawings and product data)
    - b. Samples
    - c. Operation & Maintenance Manuals
    - d. Site Usage Plan (Contractor's staging - including trailer siting and material laydown area)
    - e. Schedule of Values
    - f. Payment Application format
  - 2. Informational Submittal: Information submitted by the Contractor that does not require the Engineer's approval. The following are examples of informational submittals:
    - a. Shop Drawing Schedule
    - b. Construction Schedule
    - c. Statements of Qualifications
    - d. Health and Safety Plans
    - e. Construction Photography and Videography
    - f. Work Plans
    - g. Maintenance of Traffic Plans
    - h. Outage Requests
    - i. Proposed Testing Procedures
    - j. Test Records and Reports
    - k. Vendor Training Outlines/Plans
    - l. Test and Start-Up Reports
    - m. Certifications
    - n. Record Drawings
    - o. Record Shop Drawings
    - p. Submittals required by laws, regulations and governing agencies
    - q. Submittals required by funding agencies
    - r. Other requirements found within the technical specifications
    - s. Warranties and Bonds
    - t. As-Built Surveys
    - u. Contract Close-out Documents

1.02 RELATED WORK

- A. Additional requirements may be specified in the General Conditions for the Contract.

- B. Additional submittal requirements may be specified in the respective technical Specification Sections.
- C. Operation and Maintenance manuals are included in Section 01730
- D. Contract closeout submittals are included in Section 01700
- E. Warranties and Bonds are included in Section 01740
- F. Construction Photos are included in Section 01380
- G. Applications for Payment are included in Section 01152
- H. Construction Schedules are included in Section 01310
- I. Project Record Documents are included in Section 01720
- J. Requests for Information are included in Section 01038

### 1.03 CONTRACTOR'S RESPONSIBILITIES

- A. All submittals shall be clearly identified as follows:
  - 1. Date of Submission
  - 2. Project Number
  - 3. Project Name
  - 4. Contractor Identification
    - a. Contractor
    - b. Supplier
    - c. Manufacturer
    - d. Manufacturer or supplier representative
  - 5. Identification of the Product
  - 6. Reference to Contract Drawing
  - 7. Reference to specification section number, page and paragraph(s)
  - 8. Reference to applicable standards, such as ASTM or Federal Standards numbers
  - 9. Indication of Contractor's approval
  - 10. Contractor's Certification statement
  - 11. Identification of deviations from the Contract Documents, if any
  - 12. Reference to previous submittal (for resubmittals)
  - 13. Made in America (when required by the Contract)

- B. Submittals shall be clear and legible, and of sufficient size for legibility and clarity of the presented data.
- C. Submittal Log. Maintain a log of all submittals. The submittal log shall be kept accurate and up to date and submitted to the Owner on a weekly basis. This log should include the following items (as applicable):
  - 1. Description
  - 2. Submittal Number
  - 3. Date transmitted to the Engineer
  - 4. Date returned to Contractor (from Engineer)
  - 5. Status of Submittal (Approved/Not Approved/etc.)
  - 6. Date of Resubmittal to Engineer and Return from Engineer (if applicable and repeat as necessary)
  - 7. Date material released for fabrication
  - 8. Projected (or actual) delivery date
- D. Numbering System. Utilize the following submittal identification numbering system:
  - 1. The first character shall be a D, S, M or I which represents Shop Drawing (including working drawings and product data), Sample, Manual (Operating & Maintenance) or Informational, respectively.
  - 2. The next five digits shall be the applicable Section Number.
  - 3. The next three digits shall be the sequential number of each separate item or drawing submitted under each Specification Section, in the chronological order submitted, starting at 001.
  - 4. The last character shall be a letter, A to Z, indicating the submission (or resubmission) of the same submittal, i.e., "A" = 1st submission, "B" = 2nd submission, "C" = 3rd submission, etc. A typical submittal number would be as follows:
    - a. D-03300-008-B
    - b. D = Shop Drawing 03300 = section for Concrete
    - c. 008 = the eighth different submittal under this section
    - d. B = the second submission (first resubmission) of that particular shop drawing
- E. Variances
  - 1. Notify the Engineer in writing, at the time of submittal, of any deviations in the submittals from the requirements of the Contract Documents.
  - 2. Notify the Engineer in writing, at the time of re-submittal (resubmission), of all deviations from previous submissions of that particular shop drawing, except those deviations which are the specific result of prior comments from the Engineer.

F. Action Submittals

1. Shop Drawings, Working Drawings, Product Data and Samples.
  - a. Shop Drawings
    - 1) Shop drawings as defined in the General Conditions, and as specified in individual sections may include, but are not necessarily limited to, custom prepared data such as fabrication and erection/installation (working) drawings, scheduled information, setting diagrams, actual shop work manufacturing instructions, custom templates, valve schedules, wiring diagrams, coordination drawings, equipment inspection and test reports, and performance curves and certifications, as applicable to the work.
    - 2) Contractor shall verify all field measurements, field construction criteria, materials, dimensions, catalog numbers and similar data, and coordinate each item with other related shop drawings and the Contract requirements.
    - 3) All details on shop drawings shall clearly show the relation of the various parts to the main members and lines of the structure and where correct fabrication of the work depends upon field measurements, such measurements shall be made and noted on the drawings before being submitted.
    - 4) All shop drawings submitted by subcontractors and vendors shall be reviewed by the Contractor. Contractor shall confirm, materials, dimensions, catalog numbers, technical data and performance criteria; and shall coordinate with other related shop drawings and the Contract requirements. In addition, Contractor shall confirm existing field conditions and dimensions and assure that the submittal is coordinated and compatible with existing conditions. Submittals directly from subcontractors or vendors will not be accepted by the Engineer.
    - 5) The Contractor shall be responsible the accuracy of the subcontractor's or vendor's submittal; and, for their submission in a timely manner to support the requirements of the Contractor's construction schedule. Shop drawings found to be inaccurate or otherwise in error shall be returned to the subcontractor or vendor to correct, before submission to the Engineer. All shop Drawings shall be approved by the Contractor.
    - 6) Delays to construction due to the untimely submission of submittals will constitute inexcusable delays, for which Contactor shall not be eligible for additional cost nor additional contract time. Inexcusable delays consist of any delay within the Contactor's control.
    - 7) Submittals for equipment specified under Division 13 shall include a listing of installations where identical or similar equipment manufactured by that manufacturer has been installed and in operation for a period of at least five years.
  - b. Working Drawings
    - 1) Detailed installation drawings (sewers, equipment, piping, electrical conduits and controls, HVAC work, and plumbing, etc.) shall be prepared and submitted for review and approval by the Engineer prior to installing such work. Installation drawings shall be to-scale and shall be fully dimensioned.
    - 2) Piping working drawings shall show the laying dimensions of all pipes, fittings, valves, as well as the equipment to which it is being connected. In addition, all pipe supports shall be shown.
    - 3) Equipment working drawings shall show all equipment dimensions, anchor bolts, support pads, piping connections and electrical connections. In addition, show clearances required around such equipment for maintenance of the equipment.



- 4) Electrical working drawings shall show conduits, junction boxes, disconnects, control devices, lighting fixtures, support details, control panels, lighting and power panels, and Motor Control Centers. Coordinate all locations with the Contract Documents and the Contractor's other working drawings.
  - c. Product Data
    - 1) Product data, as specified in individual Specification Sections, include, but are not limited to, the manufacturer's standard prepared data for manufactured products (catalog data), such as the product specifications, installation instructions, availability of colors and patterns, rough-in diagrams and templates, product photographs (or diagrams), wiring diagrams, performance curves, quality control inspection and reports, certifications of compliance (as specified or otherwise required), mill reports, product operating and maintenance instructions, recommended spare parts and product warranties, as applicable.
  - d. Samples
    - 1) Furnish, samples required by the Contract Documents for the Engineer's approval. Samples shall be delivered to the Engineer as specified or directed. Unless specified otherwise, provide at least two samples of each required item. Materials or equipment for which samples are required shall not be used in the work unless and until approved by the Engineer.
    - 2) Samples specified in individual Specification Sections, include, but are not limited to: physical examples of the work (such as sections of manufactured or fabricated work), small cuts or containers of materials, complete units of repetitively-used products, color/texture/pattern swatches and range sets, specimens for coordination of visual effect, graphic symbols, and other specified units of work.
    - 3) Approval of a sample shall be only for the characteristics or use named in such approval and shall not be construed to change or modify and Contract Requirements.
    - 4) Approved samples not destroyed in testing shall be sent to the Engineer or stored at the site of the work. Approved samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the approved samples. Samples which fail testing or are not approved will be returned to the Contractor at his expense, if so requested at time of submission.
  - e. Professional Engineer (P.E.) Certification Form
    - 1) If specifically required in any of the technical Specification Sections, submit a Professional Engineer (P.E.) Certification for each item required, using the form appended to this section.
2. Contractor's Certification
    - a. Each shop drawing, working drawings, product data, and sample shall have affixed to it the following Certification Statement:
      - 1) "Certification Statement: by this submittal, I hereby represent that I have determined and verified all field measurements, field construction criteria, materials, dimensions, catalog numbers and similar data and I have checked and coordinated each item with other applicable approved shop drawings and all Contract requirements."
    - b. Shop drawings, working drawings, and product data sheets 11-in x 17-in and smaller shall be bound together in an orderly fashion and bear the above Certification Statement on the cover sheet. The transmittal cover sheet for each identified shop

drawing shall fully describe the packaged data and include a listing of all items within the package.

3. The review and approval of shop drawings, working drawings, product data, or samples by the Engineer shall not relieve the Contractor from the responsibility for the fulfillment of the terms of the Contract. All risks of error and omission are assumed by the Contractor and the Engineer will have no responsibility therefor.
4. Project work, materials, fabrication, and installation shall conform to approved shop drawings (including working drawings and product data) and applicable samples.
5. No portion of the work requiring a shop drawing (including working drawings and product data) or sample shall be started, nor shall any materials be fabricated or installed before approval of such item. Procurement, fabrication, delivery or installation of products or materials that do not conform to approved shop drawings shall be at the Contractor's risk. Furthermore, such products or materials delivered or installed without approved shop drawings, or in non-conformance with the approved shop drawings will not be eligible for progress payment until such time as the product or material is approved or brought into compliance with approved shop drawings. Neither the Owner nor Engineer will be liable for any expense or delay due to corrections or remedies required to accomplish conformity.
6. Operation and Maintenance Data
  - a. Operation and maintenance data shall be submitted in assembled manuals as specified. Such manuals shall include detailed instructions for Owner personnel on safe operation procedures, controls, start-up, shut-down, emergency procedures, storage, protection, lubrication, testing, trouble-shooting, adjustments, repair procedures, and other maintenance requirements.
7. Schedule of Values
  - 1) On projects consisting of lump sums (in whole or in part) submit a proposed schedule of values providing a breakdown of lump sum items in to reasonably small components – generally disaggregated by building, area, and/or discipline. The purpose of the schedule of values is for processing partial payment applications. If requested by the Engineer, provide sufficient substantiation for all or some items as necessary to determine the proposed schedule of values is a reasonable representation of the true cost breakdown of the Work. The schedule of values shall not be unbalanced to achieve early payment or over-payment in excess of the value of work or any other mis-distribution of the costs. If, in the opinion of the Engineer, the schedule of values is unbalanced, Contractor shall reallocate components to achieve a balanced schedule acceptable to Engineer.
8. Payment Application Format
  - 1) If an application form is included in the Contract Documents, use that form unless otherwise approved by the Engineer and Owner. If an application form is not included in the Contract Documents, Contractor may propose a form for approval.

9. Site Usage
  - a. Submit a proposed site staging plan, including but not limited to the location of office trailers, storage trailers and material laydown. Such plan shall be a graphic presentation (drawing) of the proposed locations; and, shall include on-site traffic modifications, and temporary utilities, as may be applicable.

G. Informational Submittals

1. Shop Drawing Schedule
  - a. Prepare and submit a schedule indicating when shop drawings are required to be submitted to support the as-planned construction schedule. The submittal schedule shall allow sufficient time for preparation and submittal, review and approval, and fabrication and delivery to support the construction schedule.
2. Construction Schedule
  - a. Prepare and submit construction schedules and monthly status reports as specified.
3. Statements of Qualifications
  - a. Provide evidence of qualification, certification, or registration, as required in the Contract Documents, to verify qualifications of licensed land surveyor, professional engineer, materials testing laboratory, specialty subcontractor, technical specialist, consultant, specialty installer, and other professionals.
  - b. Health and Safety Plans
    - 1) When specified, prepare and submit a general company Health and Safety Plan (HSP), modified or supplemented to include job-specific considerations.
4. Construction Photography and Videography
  - a. Provide weekly construction photographs and videography as specified – including but not limited to preconstruction photographs and/or video, monthly progress photos and/or video and post-construction photographs and/or video.
5. Work Plans
  - a. Prepare and submit copies of all work plans needed to demonstrate to the Owner that Contractor has adequately thought-out the means and methods of construction and their interface with existing facilities.
6. Outage Requests
  - a. Provide sufficient notification of any outages required (electrical, flow processes, etc.) as may be required to tie-in new work into existing facilities. Unless specified otherwise elsewhere, a minimum of seven calendar days' notice shall be provided.
7. Proposed Testing Procedures
  - a. Prepare and submit testing procedures it proposes to use to perform testing required by the various technical specifications.
8. Test Records and Reports
  - a. Provide copies of all test records and reports as specified in the various technical specifications.

9. Vendor Training Outlines/Plans
  - a. At least two weeks before scheduled training of Owner's personnel, provide lesson plans for vendor training in accordance with the specification for O&M manuals.
10. Test and Start-up Reports
  - a. Manufacture shall perform all pre-start-up installation inspection, calibrations, alignments, and performance testing as specified in the respective Specification Section. Provide copies of all such test and start-up reports.
11. Certifications
  - a. Provide various certifications as required by the technical specifications. Such certifications shall be signed by an officer (of the firm) or other individual authorized to sign documents on behalf of that entity.
  - b. Certifications may include, but are not limited to:
    - 1) Welding certifications and welders qualifications
    - 2) Certifications of Installation, Testing and Training for all equipment
    - 3) Material Testing reports furnished by an independent testing firm
    - 4) Certifications from manufacturer(s) for specified factory testing
    - 5) Certifications required to indicate compliance with any sustainability or LEEDS accreditation requirements indicated in the Contract Documents
12. Record Drawings
  - a. No later than Substantial Completion, submit a record of all changes during construction not already incorporated into drawings – in accordance with specification on Project Record Documents.
13. Other requirements of the technical Specification Sections
  - a. Comply with all other requirements of the technical specifications.
14. Warranties and Bonds
  - a. Assemble a booklet or binder of all warranties and bonds as specified in the various technical specifications and in accordance with the specification on Warranties and Bonds; and provide two originals to the Engineer.
15. As-Built Surveys
  - a. Engage the services of a licensed land surveyor in accordance with the Project Controls (Surveying) specification. Prior to Final Completion, provide an as-built survey of the constructed facility, as specified.
16. Contract Close-Out Documents
  - a. Submit Contract documentation as indicated in the specification for Contract Close-out.

## PART 2 PRODUCTS (NOT USED)

## PART 3 EXECUTION

### 3.01 SUBMITTAL SCHEDULE

- A. Provide an initial submittal schedule at the pre-construction meeting for review by Owner and Engineer. Incorporate comments from Owner or Engineer into a revised submittal schedule.

- B. Maintain the submittal schedule and provide sufficient copies for review by Owner and Engineer. An up-to-date submittal schedule shall be provided at each project progress meeting.

### 3.02 TRANSMITTALS

- A. Prepare separate transmittal sheets for each submittal. Each transmittal sheet shall include at least the following: the Contractor's name and address, Owner's name, project name, project number, submittal number, description of submittal and number of copies submitted.
- B. Submittals shall be transmitted or delivered directly to the office of the Engineer, as indicated in the Contact Documents or as otherwise directed by the Engineer.
- C. Provide copies of transmittals forms or cover letters (without attachments) directly to the Resident Project Representative.

### 3.03 PROCEDURES

#### A. Action Submittals

##### 1. Contractor's Responsibilities

- a. Coordination of Submittal Times: Prepare and transmit each submittal sufficiently in advance of performing the related work or other applicable activities, or within the time specified in the individual work of other related sections, so that the installation will not be delayed by processing times including disapproval and resubmittal (if required). Coordinate with other submittals, testing, purchasing, fabrication, delivery and similar sequenced activities. Extensions to the Contract Time will not be approved for the Contractor's failure to transmit submittals sufficiently in advance of the Work.
- b. The submittals of all shop drawings (including working drawings and product data) shall be sufficiently in advance of construction requirements to allow for possible need of re-submittals, including the specified review time for the Engineer.
- c. No less than 30 calendar days will be required for Engineer's review time for shop drawings and O&M manuals involving only one engineering discipline. No less than 45 calendar days will be required for Engineer's review time for shop drawings and O&M manuals that require review by more than one engineering discipline. Resubmittals will be subject to the same review time.
- d. Submittals of operation and maintenance data shall be provided within 30 days of approval of the related shop drawing(s).
- e. Before submission to the Engineer, review shop drawings as follows:
  - 1) Make corrections and add field measurements, as required
  - 2) Use any color for its notations except red (reserved for the Engineer's notations) and black (to be able to distinguish notations on black and white documents)
  - 3) Identify and describe each and every deviation or variation from Contract documents or from previous submissions, except those specifically resulting from a comment from the Engineer on a previous submission.
  - 4) Include the required Contractor's Certification statement
  - 5) Provide field measurements (as needed)
  - 6) Coordinate with other submittals
  - 7) Indicate relationships to other features of the Work
  - 8) Highlight information applicable to the Work and/or delete information not applicable to the Work
- f. Submit the following number of copies:

- 1) Shop Drawings (including working drawings and product data) – Submit no fewer than six, and no more than nine; five of which will be retained by the Engineer.
  - 2) Samples – three copies
  - 3) Site Usage Plan – three copies
  - 4) Schedule of Values – four copies
  - 5) Payment Application format – four copies
  - g. If Contractor considers any correction indicated on the shop drawings to constitute a change to the Contract Documents, provide written notice thereof to the Engineer immediately; and do not release for manufacture before such notice has been received by the Engineer.
  - h. When the shop drawings have been completed to the satisfaction of the Engineer, carry out the construction in accordance therewith; and make no further changes therein except upon written instructions from the Engineer.
2. Engineer's Responsibilities
- a. Engineer will not review shop drawings (including working drawings and product data) that do not include the Contractor's approval stamp and required certification statement. Such submittals will be returned to the Contractor, without action, for correction.
  - b. Partial shop drawings (including working drawings and product data) will not be reviewed. If, in the opinion of the Engineer, a submittal is incomplete, that submittal will be returned to the Contractor for completion. Such submittals may be returned with comments from Engineer indicating the deficiencies requiring correction.
  - c. If shop drawings (including working drawings and product data) meet the submittal requirements, Engineer will forward copies to appropriate reviewer(s). Otherwise, noncompliant submittals will be returned to the Contractor without action - with the Engineer retaining one copy.
  - d. Submittals which are transmitted in accordance with the specified requirements will be reviewed by the Engineer within the time specified herein. The time for review will commence upon receipt of submittal by Engineer.
3. Review of Shop Drawings (Including Working Drawings and Product Data) and Samples
- a. The review of shop drawings, working drawings, data and samples will be for general conformance with the design concept and Contract Documents. They shall not be construed:
    - 1) As permitting any departure from the Contract requirements
    - 2) As relieving the Contractor of responsibility for any errors, including details, dimensions, and materials
    - 3) As approving departures from details furnished by the Engineer, except as otherwise provided herein
  - b. The Contractor remains responsible for details and accuracy, for coordinating the work with all other associated work and trades, for selecting fabrication processes, for techniques of assembly, and for performing work in a safe manner.
  - c. If the shop drawings (including working drawings and product data) or samples as submitted describe variations and indicate a deviation from the Contract requirements that, in the opinion of the Engineer are in the interest of the Owner and are so minor as not to involve a change in Contract Price or Contract Time, the Engineer may return the reviewed drawings without noting an exception.
  - d. Only the Engineer will utilize the color "RED" in marking submittals.
  - e. Shop drawings will be returned to the Contractor with one of the following codes.

- 1) "APPROVED" – This code is assigned when there are no notations or comments on the submittal. When returned under this code the Contractor may release the equipment and/or material for manufacture.
  - 2) "APPROVED AS NOTED" - This code is assigned when a confirmation of the notations and comments IS NOT required by the Contractor. The Contractor may release the equipment or material for manufacture; however, all notations and comments must be incorporated into the final product.
  - 3) "APPROVED AS NOTED/CONFIRM" - This combination of codes is assigned when a confirmation of the notations and comments is required by the Contractor. The Contractor may release the equipment or material for manufacture; however, all notations and comments must be incorporated into the final product. This confirmation shall specifically address each omission and nonconforming item that was noted. Confirmation is to be received by the Engineer within 15 calendar days of the date of the Engineer's transmittal requiring the confirmation.
  - 4) "APPROVED AS NOTED/RESUBMIT" - This combination of codes is assigned when notations and comments are extensive enough to require a resubmittal of the entire package. This resubmittal is to address all comments, omissions and non-conforming items that were noted. Resubmittal is to be received by the Engineer within 30 calendar days of the date of the Engineer's transmittal requiring the resubmittal.
  - 5) "NOT APPROVED" – This code is assigned when the submittal does not meet the intent of the contract documents. The Contractor must resubmit the entire package revised to bring the submittal into conformance. It may be necessary to resubmit using a different manufacturer/vendor to meet the requirements of the contract documents.
  - 6) "COMMENTS ATTACHED" – This code is assigned where there are comments attached to the returned submittal, which provide additional data to aid the Contractor.
  - 7) "RECEIPT ACKNOWLEDGED (Not subject to Engineer's Approval)" – This code is assigned to acknowledge receipt of a submittal that is not subject to the Engineer's approval, and is being filed for informational purposes only. This code is generally used in acknowledging receipt of means and methods of construction work plans, and health and safety plans.
- f. Repetitive Reviews: Shop drawings, O&M manuals and other submittals will be reviewed no more than twice at the Owner's expense. All subsequent reviews will be performed at the Contractor's expense. Reimburse the Owner for all costs invoiced by Engineer for the third and subsequent reviews.
4. Electronic Transmission
- a. Action Submittals may be transmitted by electronic means provided the following conditions are met:
    - 1) The above-specified transmittal form is included.
    - 2) All other requirements specified above have been met including, but not limited to, coordination by the Contractor, review and approval by the Contractor, and the Contractor's Certification.
    - 3) The submittal contains no pages or sheets large than 11 x 17 inches.
    - 4) With the exception of the transmittal sheet, the entire submittal is included in a single file.
    - 5) The electronic files are PDF format (with printing enabled).
    - 6) In addition, transmit two hard-copy (paper) originals to the Engineer.

- 7) The Engineer's review time will commence upon receipt of the hard copies of the submittal.
- 8) For Submittals that require certification, corporate seal, or professional embossment (i.e., P.E.s, Surveyors, etc.) transmit at least two hard-copy originals to the Engineer. In addition, provide additional photocopied or scanned copies, as specified above, showing the required certification, corporate seal, or professional seal.

B. Informational Submittals

1. Contractor's Responsibilities
  - a. Number of copies: Submit three copies, unless otherwise indicated in individual Specification Sections
  - b. Refer to individual technical Specification Sections for specific submittal requirements.
2. Engineer's Responsibilities
  - a. The Engineer will review each informational submittal within 15 days. If the informational submittal complies with the Contract requirements, Engineer will file for the project record and transmit a copy to the Owner. Engineer may elect not to respond to Contractor regarding informational submittals meeting the Contract requirements.
  - b. If an informational submittal does not comply with the Contract requirements, Engineer will respond accordingly to the Contractor within 15 days. Thereafter, the Contractor shall perform the required corrective action, including retesting, if needed, until the submittal, in the opinion of the Engineer, is in conformance with the Contract Documents.
3. Electronic Transmission
  - a. Informational submittals may be transmitted by electronic means providing all of the following conditions are met:
    - 1) The above-specified transmittal form is included.
    - 2) The submittal contains no pages or sheets large than 11 x 17 inches.
    - 3) With the exception of the transmittal sheet, the entire submittal is included in a single file.
    - 4) The electronic files are PDF format (with printing enabled).
    - 5) For Submittals that require certification, corporate seal, or professional embossment (i.e., P.E.s, Surveyors, etc.) transmit two hard-copy originals to the Engineer.

END OF SECTION

(P.E. Certification Form Follows)



P.E. CERTIFICATION FORM

The undersigned hereby certifies that he/she is a professional engineer registered in the State of Florida and that he/she has been employed by

\_\_\_\_\_ to design  
(Company Name)

\_\_\_\_\_  
(Insert P.E. Responsibilities)

In accordance with Specification Section \_\_\_\_\_ for the

\_\_\_\_\_.  
(Name of Project)

The undersigned further certifies that he/she has performed the said design in conformance with all applicable local, state and federal codes, rules and regulations; and, that his/her signature and P.E. stamp have been affixed to all calculations and drawings used in, and resulting from, the design.

The undersigned hereby agrees to make all original design drawings and calculations available to the

\_\_\_\_\_  
(Insert Name of Owner)

or Owner's representative within seven days following written request therefor by the Owner.

\_\_\_\_\_  
P.E. Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
P.E. Registration Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

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SECTION 01310  
CONSTRUCTION SCHEDULING

PART 1 GENERAL

1.01 PROGRAM DESCRIPTION

- A. A Critical Path Method (CPM) construction schedule shall be used to control the Work and to provide a basis for determining job progress. The construction schedule shall be prepared and maintained by the Contractor. All work shall be done in accordance with the established CPM schedule. The Contractor and all subcontractors shall cooperate fully in developing the construction schedule and in executing the work in accordance with the CPM schedule.
- B. The construction schedule shall consist of a computerized CPM network (diagram of activities) presented in a time-scaled graphic (print-out) with reports, as specified herein.

1.02 QUALIFICATIONS

- A. The Contractor shall have the capability of preparing and utilizing the specified CPM schedule, or engage the services of a specialized scheduling professional to do so.

1.03 SUBMITTALS

- A. Contractor shall submit Baseline (also known as "as-planned") CPM schedule, revisions, and Monthly Status Reports, all including graphics, reports, narratives, and an as-built schedule, as specified herein.

PART 2 PRODUCTS

2.01 SOFTWARE

- A. Unless otherwise approved by the Engineer, the computer-based schedule shall be generated using Oracle-Primavera Contractor, or P6 Professional Project Management Software.

2.02 NETWORK REQUIREMENTS

- A. Each schedule submittal shall contain the following identifying information:
  1. Project Title, Owner's Contract Number, and the Engineer Project Number
  2. Contractor's Name
  3. All Contract Milestones, as specified
  4. The Project Calendar(s) (including work week and holidays)
  5. Type of Submittal (e.g., Baseline or Monthly Status Report)
  6. A Summary Contract Milestones
  7. Data Date and Run (print) Date

- B. The network of activities shall show the order and inter-dependence of activities; and, show the sequence in which the work is to be accomplished, as planned by the Contractor. The basic concept of a network analysis diagram shall be followed to show how each activity is dependent on preceding activities (predecessors) and following activities (successors).
- C. Detailed network activities shall include, but are not limited to:
  - 1. Mobilization activities
  - 2. Procurement activities (submittals, review and approval, fabrication, and delivery)
  - 3. Permitting and regulatory activities
  - 4. Right-of-way activities (including utility agreements that require others to relocate existing utilities that affect the project)
  - 5. Construction activities (including demolition, rehabilitation, new construction and testing)
  - 6. Maintenance of existing facilities
  - 7. Test and start-up activities (including testing, start-up, training, performance testing, and commissioning),
  - 8. Contract milestones (fixed and floating),
  - 9. Specified sequences, outages and coordination activities
  - 10. Any other activities needed to properly identify the scope of work and contract requirements
- D. All activities shall be sufficiently identified and/or described so that the scope of work of each activity is clear. All work tasks shall be broken down into appropriate scopes and durations to facilitate monitoring progress. Unless otherwise approved by the Engineer, no activities shall have durations of more than one month; except for off-site activities such as procurement and delivery of materials and equipment - or administrative or management activities that span the project duration that do not reflect earned progress.
- E. Network activities shall be organized (grouped) by phases (or stages), physical areas, buildings, elevations, or other portions of the project.
- F. Separate network activities shall be provided for each significant identifiable function in each trade area in each facility. Separate network activities shall be provided for subcontractors.
- G. The number of network activities, sufficiency of description, and level of breakdown shall be subject to the Engineer's review and approval to confirm conformance with the specified requirements.
- H. The format of the schedule network graphic shall be a time-scaled logic diagram - with a list of network activities and the specified data fields presented adjacent to the graphic display.
- I. The following general requirements also apply to the network diagram.

1. The Critical Path (the sequence of project network activities that add up to the longest overall duration and thereby determines the shortest time possible to complete the project) shall be identified - preferably in 'red'.
  2. Unless otherwise approved by the Engineer the Contractor's work schedule shall be based on 'normal work week' as defined in the Contract Documents – (typically 40 hours per week, consisting of five 8-hour days).
  3. The graphics shall indicate the calendar(s) on which activity durations are based (i.e., 5-day workweek or 7 calendar day week). When multiple calendars or work weeks are used, the graphics shall clearly indicate which calendars are used where.
  4. The project calendar shall include exclusions for holidays observed by the Contractor and those indicated in the Contract Documents.
- J. Each network activity shall have the following information (fields) listed alongside the activity on the graphic display.
1. Activity ID – a manually assigned designation (numeric or alphanumeric). The Contractor should use a logical approach to assigning identification to network activities to facilitate grouping (sorting) of activities.
  2. Activity Description
  3. Original Duration – including allowances for adverse weather interruptions – normal for the project location. Normal weather shall mean seasonally average weather conditions, as recorded by NOAA.
  4. Percent complete – the Contractor's estimated percent complete for each network activity as of the data date for the respective report.
  5. Remaining Duration - a calculated value based on Original Duration of each network activity and the estimated percent of completion for each activity.
  6. Early Start Date
  7. Early Finish Date
  8. Late Start Date
  9. Latest Finish Date
  10. Total Float

## 2.03 SUBMITTAL REQUIREMENTS

- A. Each schedule submittal shall include the following elements:
1. Graphics – unless otherwise approved by the Engineer, the network graphics shall be printed on 24-inch by 36-inch sheets; including a list of activities and the specified data fields.
  2. Narrative

- a. The Narrative shall consist of a written report by the Contractor providing an overview of the schedule – specific to each submittal.
- b. The Narrative for the Baseline Schedule shall:
  - 1) Explain key activities and assumptions on which the schedule is based;
  - 2) Describe the Critical Path;
  - 3) Discuss key deliveries that might adversely affect the project schedule; and,
  - 4) Explain the Contractor's approach to adverse weather interruptions – normal for the project location. Normal weather shall mean seasonally average weather conditions, as recorded by NOAA.
- c. The Narratives provided with Monthly Status Reports (updates) shall also identify:
  - 1) Any changes the Contractor has made to the CPM logic (including any added, modified or deleted activities,
  - 2) Any delays that have been encountered, and
  - 3) Remedial actions or recovery steps the Contractor will employ to arrest and/or recover from such delays.

## B. Reports

1. The following reports are required to be submitted with Baseline Schedule, when a major revision is made to the schedule, and when requested by the Engineer.
  - a. Activity – a report listing all network activities, sorted by activity ID
  - b. Early Start – a report listing all network activities, sorted by Early Start date
  - c. Total Float – a report listing all network activities, sorted by Total Float (ascending from low to high).
  - d. Predecessor/Successor – a report of all activities, sorted by Activity ID that lists all predecessor and successor activities for each network activity.

## 2.04 ACCEPTABILITY

- A. The Contractor shall submit the CPM schedule submittals, as specified, and resubmit as needed, until they are in compliance with Contract requirements.
- B. The Engineer's review of the Contractor's construction schedule submittals will only be for conformance with the Contract requirements – including but not limited to contract time and work sequences specified in the contract documents. The Engineer's review of the schedule shall not include the Contractor's means and methods of construction or safety. The Engineer's concurrence, acceptance, or approval of the Contractor's schedule submittals will not relieve the Contractor from responsibility for complying with the Contract Scope, Contract Time or any other contract requirement. Any indication of concurrence, acceptance, or approval of the Contractor's schedule will only indicate a general conformance with the Contract Requirements.
- C. Engineer's review of the Contractor's construction schedule submittals shall not relieve the Contractor from responsibility for any deviations from the Contract Documents unless the Contractor has in writing called Engineer's attention to such deviations at the time of submission and Engineer has given written concurrence to the specific deviations, nor shall any concurrence by the Engineer relieve Contractor from responsibility for errors and omissions in the submittals. Concurrence of the CPM Activity Network by the Engineer is advisory only and shall not relieve the Contractor of responsibility for accomplishing the Work within the Contract completion date(s).

- D. Concurrence, acceptance, or approval of the Contractor's CPM schedule by the Engineer in no way makes the Engineer an insurer of the CPM schedule's success, nor liable for time or cost overruns resulting therefrom.
- E. Failure to include any element of work required for the performance of this Contract will not excuse the Contractor from completing all Work required within the Contract completion date(s), notwithstanding the review of the network by the Engineer.
- F. CPM schedules that contain activities with negative float, or which extend beyond the contract completion date, will not be acceptable.
- G. Except where earlier completions are specified, CPM schedules which show completion of all work prior to the contract completion date may be indicated; however, in no event shall they constitute a basis for claim for delay by the Contractor.

### PART 3 EXECUTION

#### 3.01 IMPLEMENTATION SCHEDULE

##### A. Baseline (as-planned) Schedule

- 1. With 15 days of the Notice to Proceed the Contractor shall submit a Baseline Schedule. Resubmit the Baseline Schedule, as required until it is deemed acceptable as stated in paragraph 2.04, above.
- 2. Upon concurrence, acceptance, or approval of the Contractor's initial Baseline Schedule, stated as of the Notice to Proceed date, it shall be recognized as the basis against which the Contractor's progress shall be measured.

##### B. Monthly Status Reports

- 1. Monthly Status Reports shall include updated graphics and a narrative. In addition, if requested by the Engineer, Contractor shall provide copies of one or more of the standard reports listed in 2.03.B.
- 2. Once the initial Baseline Schedule is complete, Monthly Status Reports shall be based on the Baseline Schedule.

##### C. As-Built Schedule

- 1. Upon achieving Substantial Completion, the Contractor shall submit an as-built schedule, showing all activities from the Notice to Proceed through Substantial Completion. In addition, provide the reports listed in 2.03.B. A Narrative is not required.

#### 3.02 DELIVERABLES

- A. Unless approved otherwise by the Engineer, all schedule submittals shall be printed in color on sheets 11-in by 17-in and may be divided into as many separate sheets as required.
- B. Baseline Schedule: Submit three hard (paper) copies, one electronic copy (PDF), and a copy of the program files to the Engineer.

- C. Monthly Status Reports: Submit three copies and one electronic copy on CD to the Engineer; and if requested, an electronic copy of the program files for the respective update.
- D. As-Built Schedule: Submit one hard copy; one electronic (PDF), and, if requested, an electronic copy of the program files.

### 3.03 PROGRESS REPORTING

- A. Progress under the approved CPM schedule shall be reported monthly by the Contractor by submitting a Monthly Status Report. Unless otherwise approved by the Engineer, not less than seven days prior to the due date of the Monthly Status Report, the Contractor shall meet with the Engineer's representative to jointly evaluate the status of each network activity. Each activity shall be updated to reflect the actual progress (percent complete) and the actual dates activities were started and completed, as applicable.
- B. The Monthly Status Report shall include an update of the computer-generated network graphics and a Narrative report. The Narrative shall include:
  - 1. A description of the progress during the reporting period in terms of completed activities
  - 2. A summary of the Critical Path
  - 3. An description or explanation of each delays to network activities
  - 4. A description of problem areas, current and anticipated delaying factors and their anticipated effect on the performance of other activities and completion dates
  - 5. An explanation of corrective action taken or proposed.
  - 6. This report, as well as the CPM Status Report, will be discussed at each progress meeting.

### 3.04 RESPONSIBILITY FOR SCHEDULE COMPLIANCE

- A. Whenever it becomes apparent from the current CPM schedule and CPM Status Report that delays to the critical path have resulted and the contract completion date will not be met, or when so directed by the Engineer, take some or all of the following actions at no additional cost to the Owner. Submit to the Engineer for approval, a written statement of the steps intended to take to remove or arrest the delay to the critical path in the approved schedule.
  - 1. Increase construction manpower in such quantities and crafts,
  - 2. Increase the number of working hours per shift, shifts per day, working days per week,
  - 3. Increase the amount of construction equipment, and/or
  - 4. Reschedule activities to maximize the concurrence of activities and comply with the revised schedule.
- B. If when so requested by the Engineer, failure to submit a written statement of the steps intended to take or should fail to take such steps as approved by the Engineer, the Engineer may direct the Contractor to increase the level of effort in man-power (trades), equipment and work schedule (overtime, weekend and holiday work, etc) to be employed by the Contractor in order



to remove or arrest the delay to the critical path in the approved schedule and the Contractor shall promptly provide such level of effort at no additional cost to the Owner.

### 3.05 ADJUSTMENT OF CONTRACT SCHEDULE AND COMPLETION TIME

- A. If the Contractor wants or needs to make changes in his/her execution of the construction schedule that would affect the approved CPM schedule, he/she shall notify the Engineer in writing stating what changes are proposed and the reasons for the changes. If the Engineer approves such changes, the Contractor shall revise and submit a revised schedule for approval - without additional cost to the Owner. The CPM schedule shall be adjusted by the Contractor only after prior approval of his/her proposed changes. Adjustments may consist of changing portions of the activity sequence, activity durations, division of approved activities, or other adjustments as may be approved by the Engineer; however, the addition of extraneous, non-working activities and activities that add unapproved restraints to the CPM schedule will not be allowed.
- B. Shop drawings that are not approved on the first submittal will require the addition of network activities for the resubmittals.
- C. Equipment that does not pass the specified tests will require the addition of network activities for the retesting.
- D. The contract completion time will be adjusted only for causes specified in this Contract. In the event the Contractor requests an extension of any contract completion date, he/she shall furnish such justification and supporting evidence as the Engineer may deem necessary to determine whether the Contractor is entitled to an extension of time under the provisions of this Contract. After receipt of such justification and supporting evidence, the Engineer shall perform an assessment or evaluation of the appropriate change in contract time based upon the currently approved CPM schedule and on all data relevant to the extension. Inexcusable delays (attributable to the Contractor) and non-critical delays (delays to activities which, according to the CPM schedule, do not affect any contract completion date shown by the Critical Path) shall not be the basis for a change in contract time. The Engineer will provide a written recommendation to the Owner based on its assessment, with a copy to the Contractor. The Contractor shall not change any fixed contract milestones or required completion dates without the approval of the Owner, evidenced by the execution of a contract change order. However, the Contractor should make note of such requests for changes in contract time in the narrative of monthly schedule status reports.
- E. Each request for change in any contract completion date shall be submitted by the Contractor to the Engineer in accordance with the notification requirements stipulated in the form of contract or general conditions. No time extension will be granted for requests that are not submitted in accordance with the Contract requirements.
- F. Total float in the approved CPM network belongs to the project; i.e., either the Owner or Contractor may take advantage of available total float on a first-come, first-served basis. Therefore, without obligation to extend either the overall completion date, or any intermediate completion dates set out in the CPM network, the Owner may initiate changes to the work or delay work that absorb available total float existing at the time of the change or delay. Owner initiated changes or delays that affect the Critical Path on the approved CPM network shall be the sole grounds for extending (or contracting) contract completion dates or fixed milestones.

END OF SECTION

SECTION 01370  
SCHEDULE OF VALUES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Submit a Schedule of Values allocated to the various portions of the work, within 14 days after the issuance of Notice to Proceed.
- B. Upon request of the Engineer, support the values with data which will substantiate their correctness.
- C. The accepted Schedule of Values shall be used only as the basis for the Contractor's Applications for Payment.

1.02 RELATED REQUIREMENTS

- A. Standard General Conditions of the Construction Contract are included in Division 0.
- B. Application for Payment is included in Section 01152.

1.03 FORM AND CONTENT OF SCHEDULE OF VALUES

- A. Type schedule on an 8-1/2-in by 11-in or 8-1/2-in by 14-in white paper furnished by the Owner; Contractor's standard forms and automated printout will be considered for approval by the Engineer upon Contractor's request. Identify schedule with:
  - 1. Title of Project and Location
  - 2. Engineer and Project Number
  - 3. Name and Address of Contractor
  - 4. Contract Designation
  - 5. Date of Submission
- B. Schedule shall list the installed value of the component parts of the work in sufficient detail to serve as a basis for computing values for progress payments during construction.
- C. Identify each line item with the number and title of the respective major section of the specifications.
- D. For each major line item list sub-values of major products or operations under the item.
- E. For the various portions of the work:
  - 1. Each item shall include a directly proportional amount of the Contractor's overhead and profit.

2. For items on which progress payments will be requested for stored materials, break down the value into:
  - a. The cost of the materials, delivered and unloaded, with taxes paid. Paid invoices are required for materials upon request by the Engineer
  - b. The total installed value

F. The sum of all values listed in the schedule shall equal the total Contract Sum.

G. Allowance Items

1. Allowance items shall be shown as part of the Schedule of Values so that the sum of all values equals the total Contract Sum.
2. Each Allowance Item shall have an individual major line item in the Schedule of Values.
3. As individual work authorizations are authorized by the Owner or Owner's representative, the respective work for that individual work authorization under that specific Allowance Item shall be broken out as a minor line item under that Allowance Item.

1.04 SUBSCHEDULE OF UNIT MATERIAL VALUES

A. Submit a sub-schedule of unit costs and quantities for:

1. Products on which progress payments will be requested for stored products.

B. The form of submittal shall parallel that of the Schedule of Values, with each item identified the same as the line item in the Schedule of Values.

C. The unit quantity for bulk materials shall include an allowance for normal waste.

D. The unit values for the materials shall be broken down into:

1. Cost of the material, delivered and unloaded at the site, with taxes paid.
2. Copies of invoices for component material shall be included with the payment request in which the material first appears.
3. Paid invoices shall be provided with the second payment request in which the material appears or no payment shall be allowed and/or may be deleted from the request.

E. The installed unit value multiplied by the quantity listed shall equal the cost of that item in the Schedule of Values.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01380  
PHOTOGRAPHIC DOCUMENTATION

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required to document pre-existing conditions, progress during construction, and post-construction conditions.
- B. Engage or employ a competent photographer to perform digital photography and to prepare deliverables (photographic prints and/or digital files).

1.02 RELATED WORK

- A. Application for Payments are included in Section 01152.
- B. Informational Submittals are included in Section 01300.

1.03 SUBMITTALS

- A. Submit the following as specified under PART 3 - EXECUTION:
  - 1. Ground Level Photographs:
    - a. Pre-construction
    - b. Monthly Progress

PART 2 PRODUCTS

2.01 USE OF PHOTOGRAPHS

- A. Work produced under this Specification shall be considered “work made for hire” under the Copyright Act. The Owner shall be the copyright owner of all aspects, elements and components. The Contractor transfers, assigns and conveys exclusive copyright ownership in and to such materials to the Owner free and clear of any liens, claims and encumbrances. The agreements between the Contractor and photographer (when applicable) shall contain a provision containing these requirements.
- B. All photographs, aerials, prints, digital files, and CDs or DVDs resulting from work under this Contract shall become the property of the Owner and may be used in whole or in part and in such manner or for such purpose as the Owner may desire without any additional compensation to the Contractor or photographer.
- C. Neither the Contractor nor the photographer shall retain any rights pertaining to the photographs, aerials, prints, digital files, and CDs or DVDs nor shall they reproduce or otherwise publish or disseminate any of the media resulting under this Contract without prior written approval of the Owner.

2.02 TECHNIQUE

- A. Factual presentation

- B. Correct exposure and focus:
  - 1. High resolution and sharpness
  - 2. Maximum depth-of-field
  - 3. Minimum distortion

## 2.03 FORMAT OF PHOTOGRAPHIC DELIVERABLES

- A. All photographic documentation shall be taken using digital cameras (i.e., electronic photo-detectors to capture an image rather than exposure on photographic film) with a resolution of not less than **8** megapixels.
  - 1. The Engineer reserves the right to reject the construction photographs because of poor quality, poor lighting, poor focusing, or any other deficiency. Any photographs rejected by the Engineer shall be retaken at no cost to the Owner.
  - 2. Digital photographic files (or their metadata) shall not be altered except for the annotation or superposition of the specified identifying data.
  - 3. Digital photographic files shall be provided in \*.JPG format unless otherwise approved by the Engineer.
- B. Digital photographic files shall be named in a manner to indicate the date and content of the digital photograph. Each digital photograph shall be edited to include the following information:
  - 1. Project Number
  - 2. Contractor
  - 3. Identify of photographer (if other than the Contractor)
  - 4. Description of view (including stationing for pipeline projects)
  - 5. Direction of view
  - 6. Date
- C. Digital files shall be delivered on a USB flash drive.

## PART 3 EXECUTION

### 3.01 PRE-CONSTRUCTION PHOTOGRAPHS

- A. Prior to commencing any work at the project site(s), take photos of all work areas to indicated pre-existing conditions. The appropriate number of photos depends on nature and size of the project. The Contractor should understand that the purpose of documenting pre-existing conditions is to facilitate resolution of alleged or apparent damage caused by the Contractor. Therefore, is it in the best interest of the Contractor to take plenty of pre-existing condition photos of the entire project site and any adjacent areas that might be disturbed during construction. In the absence of exculpatory documentation, the Contractor will be deemed to have caused the damage and will be required to repair or replace to the satisfaction of the Owner or respective property owner.

3.02 CONSTRUCTION PROGRESS PHOTOGRAPHS

- A. Construction progress photos shall be taken no less than monthly to document construction progress (interior and exterior, as applicable). Progress photos shall commence when the Contractor mobilizes; and shall continue until Final Acceptance, unless otherwise approved by the Owner.
  - 1. On a monthly basis, coinciding with end of each month (unless otherwise approved by the Owner), submit the following:
    - a.
    - b. **One** digital file of each of the progress photos depicting various work progress (ten different views) on USB flash drive.

END OF SECTION

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SECTION 01500  
TEMPORARY FACILITIES

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, equipment, materials, and incidentals necessary and provide separate temporary facilities for the Contractor's use, as specified herein and as shown on the drawings.
- B. Operate and maintain temporary facilities for the duration of the project and as directed by the Engineer. All cost and use charges for temporary facilities shall be included in the Contract Price.

1.02 RELATED WORK

- A. Control of Work is included in Section 01046
- B. Special Project Procedures is included in Section 01100

1.03 SUBMITTALS

- A. Submit shop drawings and product data, in accordance with Section 01300, showing materials of construction and details of installation for:
  - 1. Site Plan: Show the proposed locations for temporary facilities including offices, temporary utilities, storage containers/buildings, vehicle access and parking areas, material laydown and staging areas, temporary fencing, and other security measures.
  - 2. Temporary Fence: Layout drawings which indicate dimensions, access to fire hydrants, gate locations and opening sizes, and other site specific requirements.
- B. Submittals shall be received by the Engineer no later than the date of the Preconstruction Meeting.

1.04 QUALITY ASSURANCE

- A. Temporary facilities shall comply with all applicable state and local ordinances, codes and regulations.
- B. Coordinate with authorities having jurisdiction to inspect (and test if required) temporary facilities.
- C. Obtain all required permits for temporary facilities.

1.05 DEFINITIONS

- A. Duration of the project: The period of time from the date of the Notice to Proceed to the date of Final Completion, inclusive.

## PART 2 PRODUCTS

### 2.01 MATERIALS

- A. Temporary Fence: Fabric shall be No. 9 gauge galvanized wire woven in 2-in diamond mesh with top and bottom twisted selvage. Intermediate and terminal posts shall be galvanized steel H or pipe, minimum 2-3/8-in OD line posts, 2-7/8-in OD corner and pull posts, and 1-5/8-in OD top rails.

### 2.02 EQUIPMENT

- A. Fire Extinguishers: Provide portable, UL-rated with class and extinguishing agent required by locations and classes of fire exposure. Provide at least one for each trailer/office.
- B. Temporary Heat: Provide vented, self-contained, liquid propane gas or fuel oil heaters with individual space thermostatic control. Equipment shall be listed and labeled for type of fuel consumed and marked for intended use.

## PART 3 EXECUTION

### 3.01 CONTRACTOR'S FIELD OFFICE

- A. Provide a temporary field office(s) for the Contractor's use for the duration of the project. An authorized representative of the Contractor shall be present at all times while the Work is in progress. Instructions received at the Contractors field office from the Engineer shall be considered delivered to the Contractor.
- B. Locate field office(s) in accordance with approved shop drawings and as directed by the Owner.
- C. Establish and occupy field office within 30 days of the Notice to Proceed, unless otherwise approved by the Engineer or Owner.

### 3.02 TEMPORARY POWER AND LIGHT

- A. Contractor shall furnish temporary light and power, including 220 Volt service for welding, complete with wiring, lamps and similar equipment as required to adequately light all work areas and with sufficient power capacity to meet the project needs. Make all necessary arrangements with the local electric company for temporary electric service and pay all expenses in connection therewith.
- B. Provide connections to existing facilities sized to provide service required for power and lighting. Contractor shall pay the costs of power used.
- C. Provide properly configured NEMA polarized outlets to prevent insertion of 110-120 Volt plugs into higher voltage outlets. For connection of power tools and equipment, provide outlets equipped with ground-fault circuit interrupters, reset button and pilot light.
- D. Provide grounded extension cords. Use heavy duty cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if more than one length is required.

- E. Provide general service incandescent lamps as required for adequate illumination. Provide guard cages or tempered glass enclosures where exposed to breakage. Provide exterior fixtures where exposed to moisture.

### 3.03 TEMPORARY AIR, STEAM, AND WATER

- A. Provide all air, steam and water, including temporary piping and appurtenances required for cleaning and testing pipelines and equipment. Remove temporary piping and appurtenances upon approval of equipment being tested.

### 3.04 SANITARY FACILITIES

- A. Provide self-contained, single occupant toilet units of the chemical, aerated recirculation, or combustion type, properly vented and fully enclosed in a fiberglass or other approved non-absorbent shell.

### 3.05 CONSTRUCTION AIDS

- A. Provide temporary elevators, hoists, cranes, scaffolding and platforms as necessary to perform the Work. Provide temporary stairs where ladders are not adequate. Protect permanent stairs from damage from construction operations.

### 3.06 VEHICLE ACCESS AND PARKING

- A. Provide temporary access roads, parking areas, traffic control devices and staging areas as approved by the Engineer and Owner.

### 3.07 TEMPORARY FENCE

- A. Provide temporary fence as shown on the Drawings, as specified herein, and as the Contractor requires for site security.
  - 1. Provide 6-ft high chain link fence with at least two vehicles and two pedestrian access gates. Gates shall be equipped with locking hardware and padlocks. Furnish two sets of keys to Engineer and Owner. Coordinate with local first responders for access during non-work hours.
  - 2. Fence installation shall comply with ASTM F567. Post spacing shall not exceed 8-ft on center. Posts shall be set plumb in concrete footings.
  - 3. Perform daily inspections of fence and immediately repair or replace damaged or compromised sections and as directed by the Engineer.

### 3.08 WASTE MANAGEMENT

- A. Provide covered dumpster, minimum 4-cubic yards, dedicated for field office waste. Provide separate covered dumpster of adequate size for construction debris. Empty dumpsters on a regular basis and as directed by the Engineer. Dumpsters shall not exceed their capacities at any time.

3.09 REMOVAL AND RESTORATION

- A. Remove each temporary facility complete when need for its service has ended and as approved by the Engineer. Coordinate removal of temporary facilities with authorities having jurisdiction.
- B. Restore all improvements damaged by the installation, operation, and removal of the temporary facilities. Obtain prior approval from Owner and Engineer for restoration work. Comply with the restoration requirements of Section 01046.

END OF SECTION

SECTION 01650  
PERMITS AND FEES

PART 1 GENERAL

1.01 GENERAL REQUIREMENTS

- A. The Contractor shall obtain and pay for any and all permits and licenses required to complete the project except for those permits obtained by Owner as listed below.
- B. Schedule all inspections and obtain all written approvals of the agencies required by the permits and licenses.
- C. Comply with all construction related conditions specified in each of the permits and licenses.

1.02 PERMITS

- A. The Contractor will obtain and pay for the permits listed below:
  - 1. Hendry County – Building Permits with electrical sub permit.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION



SECTION 01700  
CONTRACT CLOSEOUT

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. This section specifies administrative, verification and procedural requirements for project closeout, including but not limited to:
  - 1. Final cleaning (Section 01710).
  - 2. Project Record Documents (Section 01720).
  - 3. Spare parts and maintenance materials (spare paint, lubricants, and special tools) (applicable Sections in Division 13).
  - 4. Warranties, guarantees, and bonds (Section 01740) and applicable Sections in Technical Division 13.
  - 5. Reconciliation of final accounting, final change order, final payment application (Section 01152 and General Conditions) and Contractor's releases.
  - 6. As-built construction schedule (Section 01310).
  - 7. Permit close-outs including Certificate of Occupancy or Certificate of Completion.

1.02 RELATED WORK

- A. Operation and Maintenance (O&M) data and manuals (Section 01730) and applicable Sections in Technical Divisions.

1.03 CLOSEOUT PROCEDURES

- A. Provide all deliverables as specified, prior to submitting the final payment application.
- B. Provide submittals to Engineer that are required by governing or other authorities having applicable jurisdiction including but not limited to permit close out information, certificates of occupancy, etc.
- C. Submit Application for Final Payment identifying total adjusted Contract Sum, previous payments and sum remaining due, following submittal and approval of Record Documents and Record Drawings.
- D. Submit Contractor's Final Release and Release of Liens with final payment application.

1.04 FINAL CLEANING

- A. Contractor to complete final cleaning prior to submittal of the final application for payment.
- B. Contractor to comply with requirements as specified in Section 01710.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION



SECTION 01710  
CLEANING

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Execute cleaning, during progress of the work, and at completion of the work, as required by General Conditions.

1.02 RELATED WORK

- A. Each section: Cleaning for specific products or work.

1.03 DISPOSAL AND CLEANING

- A. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations and anti-pollution laws.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.
- B. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.
- C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 EXECUTION

3.01 DURING CONSTRUCTION

- A. Execute periodic cleaning to keep the work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.
- B. Provide on-site containers for the collection of waste materials, debris and rubbish.
- C. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site. The storage of removed items on the site will not be allowed for more than 30 days from time of removal.

3.02 FINAL CLEANING

- A. Employ skilled workmen for final cleaning.
- B. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.

- C. Prior to final completion, or Owner occupancy, conduct an inspection of sight-exposed interior and exterior surfaces and all work areas, to verify that the entire work is clean.
- D. Except as otherwise indicated or requested by the Engineer, remove temporary protection devices and facilities which were installed during the course of the work to protect previously completed work during the remainder of the construction project.
- E. Where extra materials of value remaining after completion of the associated work have become the Owner's property, dispose or store at the site, as directed by the Engineer.

END OF SECTION

SECTION 01720  
PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 SCOPE

- A. The Contractor shall keep and maintain, at the job site, a copy of contract documents, marked up to indicate all changes made during the course of a project, as specified herein.

1.02 RELATED REQUIREMENTS

- A. Contract Closeout submittals are included in Section 01700.
- B. Warranties and Bonds are included in Section 01740.
- C. As-built construction schedules are included in Section 01310.

1.03 REQUIREMENTS INCLUDED

- A. Contractor shall maintain a record copy of the following documents, marked up to indicate all changes made during the course of a project:
  - 1. Contract Specifications
- B. Contractor shall assemble copies of the following documents for turnover to the Engineer at the end of the project, as specified.
  - 1. Field Orders, Change Orders, Design Modifications, and RFIs
  - 2. Permits and permit close-outs (final approvals)
  - 3. Certificates of Compliance for materials and equipment

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 MAINTENANCE OF RECORD DOCUMENTS AND SAMPLES

- A. Store documents and samples in Contractor's field office apart from documents used for construction.
  - 1. Provide files and racks for storage of the record documents.
  - 2. Provide locked cabinet(s) or secure storage space for storage of samples.
- B. File documents and samples in accordance with Construction Specifications Institute (CSI) format.
- C. Maintain documents in a clean, dry, legible, condition and in good order. Do not use record documents for construction purposes.

- D. Make documents and sample available for inspection by the Engineer or Owner at all times.

### 3.02 MARKING METHOD

- A. Use the color Red (indelible ink) to record information on the Specifications.
- B. Label each document "PROJECT RECORD" in neat large printed letters.
- C. Unless otherwise specified elsewhere, notations shall be affixed to hardcopies of documents.
- D. Record information contemporaneously with construction progress.

### 3.03 RECORD INFORMATION COMPILATION

- A. Do not conceal any work until the required information is acquired.
- B. Changes made by Field Order, Change Order, design modification, and RFI.
- C. Details not indicated on the original Contract Specifications.

### 3.04 SUBMITTAL

- A. Upon substantial completion of the WORK and prior to final acceptance, the Contractor shall finalize and deliver a complete set of Record Documents to the Engineer conforming to the construction records of the Contractor. The set of documents shall consist of corrected and annotated documents.
- B. The information submitted by the Contractor into the Record Documents will be assumed to be correct, and the Contractor shall be responsible for the accuracy of such information, and shall bear the costs resulting from the correction of incorrect data.
- C. Delivery of Record Documents to the Engineer will be a prerequisite to Final payment.
- D. The Contractor shall maintain a copy of all books, records, and documents pertinent to the performance under this Agreement for a period of five years following completion of the contract.

END OF SECTION

SECTION 01730  
OPERATION AND MAINTENANCE DATA

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. This section includes procedural requirements for compiling and submitting operation and maintenance data required to complete the project.

1.02 RELATED WORK

- A. Submittals are included in Section 01300.
- B. Contract Closeout is included in Section 01700.
- C. Warranties and Bonds are included in Section 01740.

1.03 OPERATING MANUALS

- A. Provide specific operation and maintenance instructions for all electrical, mechanical, and instrumentation & controls equipment furnished under various technical specifications sections.
- B. Separate manuals shall be provided for each type of equipment, or each section number. Each manual shall contain the following:

1. Format and Materials

a. Binders:

- 1) Commercial quality three ring binders with durable and cleanable plastic covers
- 2) Maximum ring width capacity: 3 inches
- 3) When multiple binders are used, correlate the data into related consistent groupings/volumes.

b. Identification: Identify each volume on the cover and spine with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS". Include the following:

- 1) Title of Project.
- 2) Identify the general subject matter covered in the manual.
- 3) Identify structure(s) and/or location(s), of the equipment provided.
- 4) Specification section number.

c. 20 lb loose leaf paper, with hole reinforcement

d. Page size: 8-1/2 inches by 11 inches

e. Provide heavy-duty fly leaves (section separators), matching the table of contents, for each separate product, each piece of operating equipment, and organizational sections of the manual.

f. Provide reinforced punched binder tab; bind in with text.

g. Reduce larger drawings and fold to the size of text pages - but not larger than 11 inches x 17 inches - or provide a suitable clear plastic pocket (with drawing identification) for such folded drawings/diagrams.

2. Contents:

- a. A table of contents/Index, divided into section reflective of the major components provided.

- b. Specific description of each system and components
  - c. Name, address, telephone number(s) and e-mail address(es) of vendor(s) and local service representative(s)
  - d. Specific on-site operating instructions (including starting and stopping procedures)
  - e. Safety considerations
  - f. Project specific operational procedures and recommended log sheet(s).
  - g. Project specific maintenance procedures
  - h. Manufacturer's operating and maintenance instructions – specific to the project
  - i. Copy of each wiring diagram
  - j. Copy of approved shop drawing(s) and Contractor's coordination/layout drawing(s)
  - k. List of spare parts and recommended quantities
  - l. Product Data: Mark each sheet to clearly identify specific products and component parts and data applicable to installation. Delete inapplicable information.
  - m. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams
  - n. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions specified.
  - o. Warranties and Bonds, as specified in the General Conditions
3. Transmittals
- a. Prepare separate transmittal sheets for each manual. Each transmittal sheet shall include at least the following: the Contractor's name and address, Owner's name, project name, project number, submittal number, description of submittal and number of copies submitted.
  - b. Submittals shall be transmitted or delivered directly to the office of the Engineer, as indicated in the Contact Documents or as otherwise directed by the Engineer.
  - c. Provide copies of transmittals (only, i.e., without copies of the respective submittal) directly to the Resident Project Representative.
- C. Manuals for Equipment and Systems - In addition to the requirements listed above, for each System, provide the following:
1. Overview of system and description of unit or system and component parts. Identify function, normal operating characteristics and limiting conditions. Include legible performance curves, with engineering data and tests and complete nomenclature and commercial number of replaceable parts.
  2. Panelboard circuit directories including electrical service characteristics, controls and communications and color-coded wiring diagrams as installed.
  3. Operating procedures: include start-up, break-in and routine normal operating instructions and sequences; regulation, control, stopping, shut-down and emergency instructions; and summer, winter and any special operating instructions.
  4. Maintenance Requirements
    - a. Procedures and guides for trouble-shooting; disassembly, repair, and reassembly instructions
    - b. Alignment, adjusting, balancing and checking instructions
    - c. Servicing and lubrication schedule and list of recommended lubricants
    - d. Manufacturer's printed operation and maintenance instructions
    - e. Sequence of operation by instrumentation and controls manufacturer

- f. Original manufacturer's parts list, illustrations, assembly drawings and diagrams required for maintenance
  5. Control diagrams by controls manufacturer as installed (as-built)
  6. Contractor's coordination drawings, with color coded piping diagrams, as installed (as-built)
  7. Charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams. Include equipment and instrument tag numbers on diagrams.
  8. List of original manufacturer's spare parts and recommended quantities to be maintained in storage
  9. Test and balancing reports, as required
  10. Additional Requirements as specified in individual product specification
  11. Design data for systems engineered by the Contractor or its Suppliers
- D. Electronic Transmission of O&M Manuals
1. Unless otherwise approved by the Engineer, O&M manuals may not be transmitted by electronic means other than by CD-ROM or USB flash drive. Electronic O&M manuals shall meet the following conditions:
    - a. The above-specified transmittal form is included.
    - b. All other requirements specified above have been met, including, but not limited to, coordination by the Contractor, review and approval by the Contactor.
    - c. The submittal contains no pages or sheets large than 11 x 17 inches.
    - d. With the exception of the transmittal sheet, the entire submittal is included in a single file.
    - e. Files are Portable Document Format (PDF) – with the printing function enabled.
    - f. All scanned manufacturer's O&M manuals must be quality checked after scanning to ensure the page are not crooked and all information is legible.
  2. When electronic copies are provided, transmit two hard copy (paper) originals to the Engineer with an electronic copy on CD-ROM.
  3. The electronic copy of the O&M manual shall be identical in organization, format and content to the hard copies of the manual.
  4. The electronic O&M Manual shall be bookmarked identically to the paper manual table of contents to allow quick access to information. Electronic submittals that require extensive scrolling will not be accepted. The document shall be indexed and searchable.

## PART 2 PRODUCTS (NOT USED)

## PART 3 EXECUTION

### 3.01 SUBMITTAL SCHEDULE

- A. Operation and maintenance manuals shall be delivered directly to the office of the Engineer, as follows:
  - 1. Provide preliminary copies of each manual to the office of the Engineer, no later than 30 days following approval of the respective shop drawings.
  - 2. Provide final copies of each completed manual prior to testing.
  - 3. Provide a letter that grants the Engineer and Owner to the limited right to use and reproduce each manual (in its entirety or any portion thereof) from the respective equipment manufacturer(s). Such limited right shall allow the Engineer and Owner to use each manual or any portion thereof for:
    - a. The potential assembly of a comprehensive facility operation and maintenance manual for the sole benefit of the Owner; and,
    - b. Supplemental training of the Owner's personnel and operators, over and above the required vendor's training, regarding operation of the facility as a system.
- B. The Engineer will review Operation and Maintenance manuals submittals for operating equipment for conformance with the requirements of the applicable specification section. The review will generally be based on the O&M Manual Review Checklist appended to this section.
- C. If during test and start-up of equipment, any changes were made to the equipment, provide two hard copies of as-built drawings or any other amendments for insertion, by the Contractor, in the previously transmitted final manuals. In addition, provide one revised electronic version including the as-built drawings and any other amendments. The manuals shall be completed, including updates, if any, within 30 days of start-up and testing of the facility.

### 3.02 VENDOR TRAINING/INSTRUCTIONS (TO OWNER'S PERSONNEL)

- A. Before final initiation of operation, Contractor's vendors shall train/instruct Owner's designated personnel in the operation, adjustment, and maintenance of products, equipment and systems at times convenient to the Owner.
- B. Unless specified otherwise under the respective equipment specification section, vendor training/instruction shall consist of eight hours of training for each type of equipment. Such training/instruction shall be scheduled and held at times to accommodate the work schedules of Owner's personnel, including splitting the required training/instruction time into separate sessions and/or presented at reasonable times other than the Contractor's "normal working hours" or the Owner's normal day shift.
- C. Use operation and maintenance manuals as basis for instruction. Train/instruct the Owner's personnel, in detail, based on the contents of manual explaining all aspects of operation and maintenance of the equipment. If the respective equipment is inter-related to the operation of other equipment, all interlock, constraints, and permissives shall be explained.
- D. At least two weeks prior to the schedule for vendor training, a detailed lesson plan, representative of the material to be covered during instruction, shall be submitted to the



Engineer for approval. Lesson plans shall consist of in-depth outlines of the training material, including a table of contents, resume of the instructor, materials to be covered, start-up procedures, maintenance requirements, safety considerations, and shut-down procedures.

- E. Prepare and insert additional data in each Operation and Maintenance Manual when the need for such data becomes apparent during training/instruction.
- F. Vendor's training/instruction will be considered acceptable based on the completed Owner's Acknowledgement of Manufacturer's Instruction as indicated on the Equipment Manufacturer's Certification of Installation, Testing, and Instruction appended to this section.

END OF SECTION

(O&M Manual Review Checklist Follows)

## O&M Manual Review Checklist

Submittal No.: \_\_\_\_\_

Project No.: \_\_\_\_\_

Manufacturer: \_\_\_\_\_

Equipment Submitted: \_\_\_\_\_

Specification Section: \_\_\_\_\_

Date of Submittal: \_\_\_\_\_

<b>General Data</b>		
1.	Are the area representative's name, address, e-mail address and telephone number included?	
2.	Is the nameplate data for each component included?	
3.	Are all associated components related to the specific equipment included?	
4.	Is non-pertinent data crossed out or deleted?	
5.	Are drawings neatly folded and/or inserted into packets?	
6.	Are all pages properly aligned and scanned legibly?	
7.	Is the .PDF document bookmarked according to the table of contents?	
<b>Operations and Maintenance Data</b>		
8.	Is an overview description of the equipment and/or process included?	
9.	Does the description include the practical theory of operation?	
10.	Does each equipment component include specific details (design characteristics, operating parameters, control descriptions, and selector switch positions and functions)?	
11.	Are alarm and shutdown conditions specific to the equipment provided on this project clearly identified? Does it describe possible causes and recommended remedies?	
12.	Are step procedures for starting, stopping, and troubleshooting specific to the equipment provided included?	
13.	Is a list of operational parameters to monitor and record specific to the equipment provided included?	
14.	Is a proposed operating log sheet specific to the equipment provided included?	
15.	Is a spare parts inventory list included for each component?	
16.	Is a lubrication schedule for each component specific to the equipment provided included - or does it clearly state "No Lubrication Required"?	
17.	Is a maintenance schedule for each component specific to the equipment provided included?	
18.	Is a copy of the warranty information included?	

### Review Comments

Is the submittal fully approved (yes/no)? \_\_\_\_\_

If not, the following points of rejection must be addressed and require resubmittal by the Contractor:

Item No.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_
13. \_\_\_\_\_
14. \_\_\_\_\_
15. \_\_\_\_\_

Reviewed By: \_\_\_\_\_ Date: \_\_\_\_\_

#### Legend

- 1 = OK
- 2 = Not Adequate
- 3 = Not Included

Note: This submittal has been reviewed for compliance with the Contract Documents.

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SECTION 01740  
WARRANTIES AND BONDS

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. This section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.

1.02 RELATED WORK

- A. Refer to Conditions of Contract for the general requirements relating to warranties and bonds.
- B. General closeout requirements are included in Section 01700 Contract Closeout.
- C. Specific requirements for warranties for the work and products and installations that are specified to be warranted are included in the individual sections.

1.03 SUBMITTALS

- A. Submit written warranties to the Owner prior to the date fixed by the Engineer for Substantial Completion. If the Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the work, or a designated portion of the work, submit written warranties upon request of the Owner.
- B. When a designated portion of the work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Owner within 15 days of completion of that designated portion of the Work.
- C. At Final Completion compile two copies of each required warranty and bond properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
- D. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents and sized to receive 8-1/2-in by 11-in paper.
- E. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the section in which specified and the name of the product or work item.
- F. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address and telephone number of the installer, supplier and manufacturer.

- G. Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS", the project title or name and the name, address and telephone number of the Contractor and equipment supplier.
- H. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

#### 1.04 WARRANTY REQUIREMENT

- A. Related Damages and Losses: When correcting warranted work that has failed, remove and replace other work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted work.
- B. Reinstatement of Warranty: When work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. Replacement Cost: Upon determination that work covered by a warranty has failed, replace or rebuild the work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective work regardless of whether the Owner has benefited from use of the work through a portion of its anticipated useful service life.
- D. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
- E. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the contract Documents.
- F. The Owner reserves the right to refuse to accept work for the project where a special warranty, certification, or similar commitment is required on such work or part of the work, until evidence is presented that entities required to countersign such commitments are willing to do so.
- G. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the work that incorporates the products, nor does it relieve suppliers, manufacturers and subcontractors required to countersign special warranties with the Contractor.

#### 1.05 MANUFACTURERS CERTIFICATIONS

- A. Where required, the Contractor shall supply evidence, satisfactory to the Engineer, that the Contractor can obtain manufacturers' certifications as to the Contractor's installation of equipment.

1.06 DEFINITIONS

- A. Standard Product Warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
- B. Special Warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

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SECTION 13120  
TENSIONED FABRIC STRUCTURES

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required and design, fabricate, deliver to project site, and erect the three pre-engineered fabric structures as specified herein. The three new buildings replace Buildings 1, 2, and 9. See Figure 1. Buildings may or may not be identical. See Paragraph 2.01-H for more information.
- B. Material furnished shall include the primary and secondary structural galvanized steel framing, connections, base plates and anchor bolts, galvanized steel cable bracing, fabric covering panels, and all other component parts for three complete fabric structures. Reinforced concrete footings may be required, see Paragraph 1.01-D for more information.
- C. Contractor shall obtain the services of a Professional Geotechnical Engineer licensed in the State of Florida to performing borings and provide confirmation of the required bearing capacity, lateral capacity and anticipated settlement of foundations (new and/or existing). Patch asphalt for boring hole.
- D. Contractor shall obtain the services of a Professional Engineer licensed in the State of Florida to provide the required foundation information or certification of the existing foundations. See Paragraph 1.02-C-5 for additional information. This engineer shall be called the Foundation Engineer. Drawings for existing foundations are included in Appendix A. The Foundation Engineer may be the same person as the Structural Engineer acting as Engineer of Record for the fabric structures.
- E. Contractor is responsible for demolition of any existing footing or portion of footing that is determined not to be reused by the Foundation Engineer listed in Paragraph 1.01-D. Spoils may be placed in onsite stockpile area for disposal by Owner.
- F. Contractor shall load test all anchor bolts that are intended to be reused to the level required by the Foundation Engineer with a minimum of 1.1 times the controlling Florida Building Code (FBC) load combination, including any lateral bracing requirements. Tests to be in conformance with the latest edition of ASTM E3121. If any existing anchors are proposed to be straightened and/or rethreaded, the work of straightening/rethreading must be performed prior to required pull test.
- G. All materials shall be new, fabricated to industry standards.
- H. Provide a representative of the fabric structure manufacturer on-site during erection, to supervise erection and for quality assurance as specified below.
- I. Provide a representative of the fabric structure manufacturer to conduct an on-site inspection of the fabric structures approximately 18-months following complete installation. Within two weeks of the inspection, submit four copies of a written report to the Owner detailing inspection

results, providing recommended adjustments and maintenance, and defining procedures for Owner's personnel to perform recommended adjustments and maintenance.

## 1.02 SUBMITTALS

- A. Submit, in accordance with Section 01300, shop drawings showing complete framing plans, elevations, sections and details. Show frames, purlins, bracing, base plate sizes and locations, anchor bolt layout, connection details, fabric installation and stressing and required appurtenances. All submittals shall be clearly identified by reference to Section Number, Paragraph, Drawing Number or Detail as applicable. Submittals shall be clear and legible and of sufficient size for presentation of data.
- B. Submit manufacturer and erector qualifications and three examples of their work on similar fabric structures constructed within the last five years of size similar to the specified structure, including name, address and telephone of owner and architect/engineer of record for each. Each of the example projects shall have been in continuous operation for at least four years.
- C. Shop Drawings
  - 1. Shop drawings shall include custom-prepared data such as fabrication and erection/ installation (working) drawings, setting diagrams, actual shop work manufacturing instructions, custom templates and coordination drawings, as applicable to the work.
  - 2. All shop drawings submitted by subcontractors shall be sent directly to the Contractor for checking. The Contractor shall be responsible for their submission at the proper time to prevent delays in delivery of materials.
  - 3. The Contractor shall check all subcontractors' shop drawings regarding measurements, size of members, materials and details to make sure that they conform to the intent of the Drawings and related Sections. Return shop drawings found to be inaccurate or otherwise in error to the subcontractors for correction before submission to Engineer.
  - 4. Where correct fabrication of the work depends upon field measurements, such measurements shall be made and noted on the drawings before being submitted to the Engineer.
  - 5. Documents signed and sealed by the Foundation Engineer meeting one or more of the following:
    - a. Letter stating the existing foundations are capable of carrying the reactions calculated for the new structure with no modifications (other than potential straightening/rethreading listed above), with all required load combinations per FBC. Provide the pull test data per 1.01-F for all anchors proposed to be reused.
    - b. Drawings and calculations documenting the modifications to the foundations/pedestals/anchor bolts/etc. required to carry the reactions calculated for the new canopy and a letter stating the modifications are sufficient to carry the reactions, with all required load combinations per FBC, for the new proposed structure. Provide the pull test data per 1.01-F for all anchors proposed to be reused.
    - c. Drawings indicating the demolition of the existing foundations and new foundations required to carry the new canopy and a letter stating the new foundations are sufficient to carry the reactions, with all required load combinations per FBC, for the proposed structure.

6. Construction documents signed and sealed by a Professional Engineer licensed in the State of Florida showing the loading, structural framing, bracing, fabric, fabric connection details, base plates, required torque/tension (if applicable). This Engineer shall be called the Structural Engineer.
  7. Calculations, including any design assumptions, for pre-engineered fabric structure signed and sealed by the Structural Engineer. Calculations shall consider the effects of settlement determined by the Geotechnical Engineer on the structure.
  8. Signed and sealed report or memo from a Professional Geotechnical Engineer licensed in the State of Florida indicating soil under the foundations (new and/or existing) are capable of carrying the required bearing capacities and kickout/lateral loads from the new structures. The report/memo shall also provide maximum and differential settlement values for footings, soil density values for soil over footings to be used for uplift, and high groundwater level. If the Contractor wishes to use piles/helical anchors or other foundation system other than the strip/spread footings currently used, the geotechnical engineer must provide the recommendations for those systems.
- D. Submit product information, specifications and installation instructions for all components and accessories proposed.
- E. Records
1. Furnish the Engineer the following records:
    - a. Letter signed and sealed by a professional engineer licensed in the State of Florida certifying that the structural framing and covering installed meet the structural design criteria set forth by the Engineer.
    - b. One set of reproducible "as-built" erection plans.
    - c. Upon the completion of the construction, submit the design calculations of the as-built structure stamped by professional engineer for the project records only. Calculations shall be submitted for record purposes only and will not be reviewed by the Engineer.
- F. Samples
1. Two each of the following samples shall be submitted for approval of materials, finish, color and texture.
    - a. Fabric showing their junction and panel edge construction, 3-ft square, in proposed materials, colors and finishes.
    - b. Each proposed fastener.
- G. The Contractor shall be responsible for review of shop drawings, all product data and samples, including those by subcontractors, prior to submission to the Engineer to determine and verify the following:
1. Field measurements, including existing anchor bolt dimensions and layout
  2. Field construction criteria
  3. Catalog numbers and similar data
  4. Conformance with related Sections

- H. Each shop drawing, sample and product data submitted by the Contractor shall have affixed to it the following Certification Statement including the Contractor's Company name and signed by the Contractor: "Certification Statement: by this submittal, I hereby represent that I have determined and verified all field measurements, field construction criteria, materials, dimensions, catalog numbers and similar data and I have checked and coordinated each item with other applicable approved shop drawings and all Contract requirements." Shop drawings and product data sheets 11-in x 17-in and smaller shall be bound together in an orderly fashion and bear the above Certification Statement on the cover sheet. The cover sheet shall fully describe the packaged data and include a listing of all items within the package.
- I. Contractor shall notify the Engineer in writing, at the time of submittal, of any deviations in the submittals from the requirements of the Contract Documents.
- J. The review and approval of shop drawings, samples or product data by the Engineer shall not relieve the Contractor from the responsibility for the fulfillment of the terms of the Contract. All risks of error and omission are assumed by the Contractor; and the Engineer will have no responsibility therefore.
- K. No portion of the work requiring a shop drawing, sample, or product data shall be started nor shall any materials be fabricated or installed prior to the approval or qualified approval of such item. Fabrication performed, materials purchased, or on-site construction accomplished which does not conform to approved shop drawings and data shall be at the Contractor's risk. The Owner will not be liable for any expense or delay due to corrections or remedies required to accomplish conformity.
- L. Project work, materials, fabrication, and installation shall conform to approved shop drawings, applicable samples, and product data.
- M. Contractor shall make submittals promptly in accordance with approved schedule and in such sequence as to cause no delay in the Work or in the work of any other contractor.
- N. Submit four (4) copies of the inspection report (Per 1.01-I) prepared by the representative of the fabric structure manufacturer within two weeks of the inspection.
- O. Operations and Maintenance Manuals: Include operations and maintenance manuals detailing any specific operational limitations and maintenance requirements for the connections, frame, or fabric.

### 1.03 QUALITY ASSURANCE

#### A. Testing

- 1. Certify neither the Contractor, the Foundation Engineer, nor the Structural Engineer of the fabric structure are associated with the independent testing laboratory proposed for use by the Contractor nor does the Contractor, Foundation Engineer, Structural Engineer, or officers of the Contractor's organization have a beneficial interest in the laboratory.
- 2. Independent Testing Laboratory Qualifications
  - a. Name and address
  - b. Names and positions of principal officers and the name, position, and qualifications of the responsible registered professional engineer in charge.

- c. Listing of technical services to be provided. Indicate external technical services to be provided by other organizations.
- d. Names and qualifications of the supervising laboratory technicians.

#### 1.04 REFERENCE STANDARDS

- A. American Institute of Steel Construction (AISC)
  - 1. ASIC 360 – Specification for Structural Steel Buildings
- B. American Iron and Steel Institute (AISI)
  - 1. North American Specification for the Design of Cold-Formed Steel Structural Members
- C. ASTM International
  - 1. ASTM A123 – Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
  - 2. ASTM A325 – Standard Specification for Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength
  - 3. ASTM A780 – Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings
  - 4. ASTM E3121 – Standard Test Methods for Field Testing of Anchors in Concrete or Masonry
- D. Florida Building Code (FBC)
  - 1. 2017 Florida Building Code – Building, Sixth
  - 2. 2017 Florida Building Code – Existing Building, Sixth
- E. Metal Building Manufacturers Association (MBMA)
  - 1. Metal Building Systems Manual
- F. National Fire Protection Association
  - 1. NFPA 701 - Standard Methods of Fire Tests for Flame Propagation of Textiles and Films
- G. Occupational Safety and Health Administration (OSHA)
- H. Where reference is made to one of the above standards, the revision in effect at the time of bid opening shall apply.

#### 1.05 JOB CONDITIONS

- A. Protection

1. Execute the erection of new structures adjacent to adjacent structures, occupants thereof and adjacent features which might result from impact or other causes, and so as not to interfere with the use, and free and safe passage to and from adjacent structures.
2. Closing or obstructing of roadways and passageways adjacent to the work by the placement or storage of materials will not be permitted and all operations shall be conducted with a minimum interference to traffic on these ways.
3. Erect and maintain barriers, lights, sidewalk sheds and other required protective devices.

B. Scheduling

1. Carry out operations so as to avoid interference with operations and work in the existing facilities.

C. Repairs to Damage

1. Promptly repair damage caused to adjacent facilities during construction operations when directed by Engineer and at no additional cost to the Owner. Repairs shall be made to a condition at least equal to that which existed prior to construction.

D. Traffic Access

1. Conduct construction operations and the removal of equipment to ensure minimum interference with roads, streets, walks both onsite and offsite and to ensure minimum interference with occupied or used facilities.
2. Special attention is directed towards maintaining safe and convenient access to the existing facilities by plant personnel and plant associated vehicles.
3. Do not close or obstruct paved area without permission from the Owner. Furnish alternate routes around closed or obstructed traffic in access ways.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Deliver, store and handle prefabricated components, sheets, and other manufactured items so they will not be damaged or deformed. Stack materials on platforms or pallets, covered with tarpaulins or other suitable weathertight and ventilated covering. Store materials so that water accumulations will drain freely. Do not store fabric in a manner or location where damage may occur.

PART 2 PRODUCTS

2.01 DESCRIPTION OF STRUCTURE

- A. The structures are required to fit in the same spaces as three previously removed structures resided. See Paragraph 1.05-H-4 for potential exception. A total of three new structures are required. See Paragraph 2.01-H for building geometry.
- B. The structures shall be composed of uniform or tapered wide flange shapes forming a rigid frame. Roof purlins shall be bolted between the main frames.

- C. The structures shall consist of vertical columns with a sloped roof. Contractor is responsible for verifying existing and new site conditions and coordinating with the fabric structure manufacturer.
- D. Bracing in roofs and side walls shall be furnished and installed where required and approved to provide rigidity against wind loads and other pertinent loads.
- E. There shall be no intermediate columns for the bearing frames. The only supports to ground shall be the two ends of each frame member.
- F. There shall be no intermediate columns on the end walls. The only vertical supports shall be at the two ends of the frames.
- G. Base plates may vary between columns. Drawings and calculations must reflect all geometries to be used.
- H. Building Geometry (Building numbers are shown in Figure 1)
  - 1. Building 1
    - a. The building width from out to out of the columns is approximately 166'. The final width must be coordinated with the existing foundation locations.
    - b. The building haunch height is 18'-4" minimum as measured from the bottom of the base plate on the column to the intersection of the column/rafter (on the building interior side)
    - c. The minimum peak interior clearance is approximately 41'-0"
    - d. The building length shall be approximately 120'-4". The final length must be coordinated with the existing foundations.
    - e. Standard bay spacing is approximately 20'-0" on center. Coordinate bay spacing with the existing foundation locations.
    - f. The roof shall have a minimum slope of 3:12.
  - 2. Building 2
    - a. Building 2 shall be nearly identical, if not identical, to building 1, with only potential differences coming due to existing foundation locations, if those are reused.
  - 3. Building 9
    - a. The building width from out to out of the columns is approximately 162'. The final width must be coordinated with the existing foundation locations.
    - b. The building haunch height is 18'-4" minimum as measured from the bottom of the base plate on the column to the intersection of the column/rafter (on the building interior side)
    - c. Peak interior clearance is approximately 41'-0"
    - d. The building length shall be approximately 120'-8". The final length must be coordinated with the existing foundations.
    - e. Standard bay spacing is approximately 20'-0" on center. Coordinate bay spacing with the existing foundation locations.
    - f. The roof shall have a minimum slope of 3:12.
  - 4. At Contractor's option, all three buildings may utilize the same geometry, either Building 1/2 or Building 9 as noted in Paragraph 2.01-H. The challenge with this option would be attempting to reuse the existing foundations.

## 2.02 DESIGN CRITERIA

- A. Primary and secondary members, connections and coverings shall be designed for all applicable loads and combinations of these loads as required by governing building code. The governing building code is the Florida Building Code. Load combinations shall be based on Section 1605 of the FBC. At a minimum, basic design loads shall be as follows:
1. Wind Loads
    - a. Ultimate Design Wind Speed (ASCE 7-10) 150 mph
    - b. Exposure Category C
    - c. Risk Category II
    - d. Enclosure Classification Open Clear
  2. Roof Live Load 20 psf (reducible)
  3. Roof Dead Load (not including self-weight) 5 psf
  4. Roof Collateral Load 5 psf
  5. Fans (model and location provided by owner) Reactions per equipment manufacturer
- B. Reactions to the foundations shall be vertical and horizontal only. No bending moments will be allowed at the base plates.
- C. The design, fabrication and erection of the fabric structure shall conform to the latest edition or revision of the codes and standards listed in Paragraph 1.04.
- D. Design shall incorporate grout under baseplate as specified in Paragraph 3.03-D.

## 2.03 MANUFACTURER

- A. Fabric structure shall be the product of a recognized fabric structure systems manufacturer who has been in the practice of manufacturing such structures of the size and complexity of the one specified for a period of no less than 5 years. The manufacturer shall be chiefly engaged in the practice of designing and fabricating fabric structure systems.
- B. A single manufacturer is required for all three structures.
- C. Erection supervisor shall have specialized experience for a period of at least 5 years in the erection of fabric structure systems of the size and complexity shown and provided by the selected manufacturer.

## 2.04 MATERIALS

- A. Structural System - All frames shall be made of hot dipped (G-60 per ASTM A123) zinc galvanized steel. Steel shall conform to ASTM A 1011, Grade 55, ASTM A 572, Grade 55, or ASTM A 529, Grade 55. Additional framing members shall meet ASTM A500 Grade B, or ASTM A653/A924/ A1003,  $F_y=50\text{KSI}$
- B. Structural System



1. All frames shall be made of hot dipped zinc galvanized uniform or built-up wide flange sections.
2. Bolts - ASTM A325, Type 1 and as necessary for design loads and connection details. Provide hot dip galvanized units as approved.
3. New embedded anchor rods, if required, shall be specified by Foundation Engineer.
4. Fabrication - Shop fabricate and form to the size and section required by the design with all required holes for anchoring or connections shop drilled or punched to template dimensions.
5. No exterior guy ropes or cables shall be used for anchoring the structure.
6. There shall be no exterior horizontal purlins.
7. The structure shall be completely clear-span with no interior supports of any type.
8. The fabric shall be attached to the structure to allow efficient removal and interchangeability of fabric. The structure shall be designed such that any section of the fabric may be removed and replaced.
9. Provide a Keder rail (or approved equal) system for attaching fabric to structural framing.
10. Provide passive venting at the ridge of the canopy. Provide ridge vents as required for venting ammonia gas.

C. Fabric and Fabric Attachment

1. Fabric shall be required on the roof as well as on the side walls and gable end walls extending down to approximately to the haunch height (18'-4" minimum) described in Paragraph 2.01-H.
2. Fabric shall be PVC with a topcoat for UV resistance.
3. The fabric shall be in a color selected by the Owner.
4. The structure shall be modular in design consisting of individual fabric panels.
5. The PVC fabric shall be heavy duty layered material, with a minimum finished weight of 25 oz/yd<sup>2</sup>.
6. Fabric shall be flame retardant and have passed both large and small tests in accordance with NFPA 701.
7. Fabric shall be self-cleaning.
8. Fabric shall not be stitched together between frames.
9. Fabric shall attach to the Keder rail system (or approved equal) at each frame line.

10. The Keder rail(or approved equal) shall be attached to the main frame with bolts, not screws.
11. Fabric shall not be negatively affected by ammonia gas released by biological process under canopy. See Paragraph 2.04-B-10 for ridge vents.
12. Fabric shall not be negatively affected by cleaning solution in Appendix B when product is mixed at 69gallons of water, 30 gallons of bleach, and 100oz of product.

## 2.05 WARRANTY

- A. Manufacturer and fabricator agree to repair or replace components of tensioned fabric structures that fail in materials or workmanship within specified warranty period of 15 years from the date of Substantial Completion.
  1. Failures include, but are not limited to, the following:
    - a. Structural failures including framework.
    - b. Deterioration of fabric including seam failure.
    - c. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
- B. Warranty Period, Fabric: The PVC fabric material shall carry a pro-rated warranty of not less than 25 years. The warranty shall not be negatively affected by a cleaning solution as defined in paragraph 2.04-C-10. The warranty shall not be negatively affected by low concentrations of ammonia gas.
- C. Warranty Period, Cables, Securement Devices and Accessories: Fifteen years from date of Substantial Completion

## PART 3 EXECUTION

### 3.01 MATERIALS RECEIVED

- A. Receive, unload and inspect all system components for short and damaged materials. Defective and short materials shall be replaced at no additional cost to the Owner.

### 3.02 INSPECTION

- A. Examine the site conditions under which work is to be performed and confirm correctness of support. Notify the Engineer in writing of unsatisfactory conditions.
- B. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.
- C. A representative of the fabric structure manufacturer, who is familiar with the design of the structure supplied and experienced in the erection of a structure similar in size and configuration to the one required under this Contract, shall be presented at the job site during construction from the start of the structural framing erection until completion of the installation of exterior covering to supervise erection and to assure that the structure meets the specified requirements.

### 3.03 ERECTION

- A. Erection shall be in accordance with the approved erection instructions and drawings.
  - 1. Framing members modified on site when allowed only when permitted by the engineer of record for the structure (Structural Engineer) and done in a manner acceptable to the Engineer.
  - 2. Improper or mislocated holes in structural members or other misfits caused by improper fabrication or erection shall be repaired as allowed and approved. The Structural Engineer may order replacement of such items.
  - 3. Exposed surfaces shall be kept clean and free from metal cuttings, excess material from thermal cutting and other foreign material.
- B. Final tensioning of the anchor bolts shall occur following the tensioning of the fabric membrane, unless directed otherwise in writing by canopy manufacturer.
- C. Framing - Erect structural framing and purlins true to line, level and plumb, rigid and secure. The working point of the framing base plates shall be at the centerline of the existing foundations.
- D. Provide 1" minimum non-shrink cementitious grout under base plate to ensure uniform bearing on foundations.
- E. Bracing - Provide cable bracing diagonally, from ridge to support, in bays where required, all as shown on approved shop drawings.
- F. The fabric shall be attached in a manner to limit wear and abrasion.
- G. Tension fabric vertically and horizontally. Horizontal stretch shall be maintained mechanically and require no ongoing maintenance. The fabric shall be tensioned per manufacturer standards per the geographic location of this project.
- H. The fabric, when assembled and tensioned, shall be wrinkle free and shall remain so indefinitely in hot and cold temperatures without additional adjustment.

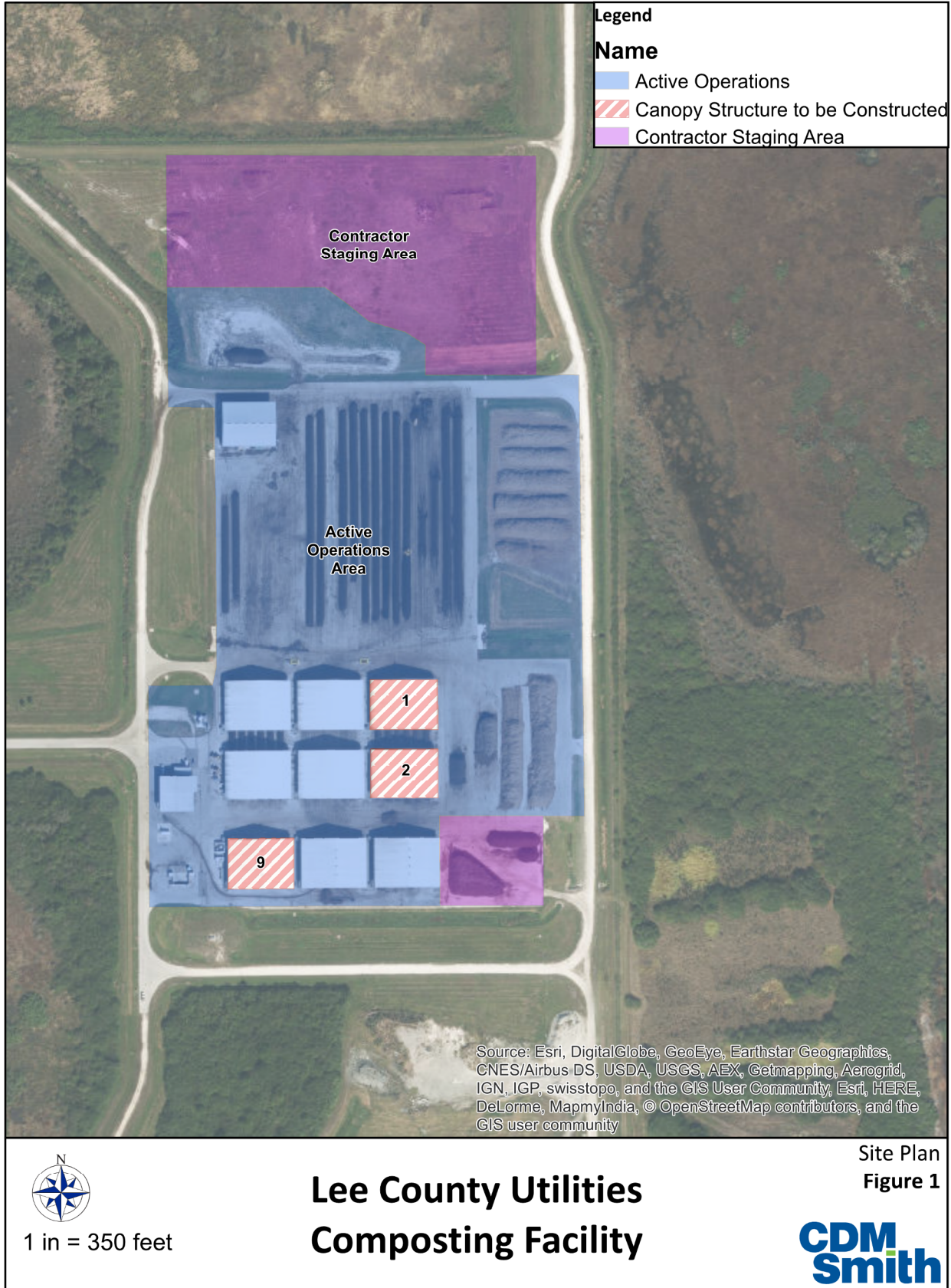
### 3.04 PROTECTION AND COMPONENT REPLACEMENT

- A. Zinc coating which has been burned by welding, abraded, or otherwise damaged shall be cleaned and repaired after installation. Repair damaged galvanized coatings with galvanizing repair paint according to ASTM A780 and manufacturer's written instructions.

### 3.05 CLEANUP AND DISPOSAL OF EXCESS MATERIAL

- A. During the course of the work, keep the site of operations as clean and neat as possible. Dispose of all residue resulting from the construction work and, at the conclusion of the work, remove and haul away any surplus excavation, broken pavement, lumber, equipment, temporary structures and any other refuse remaining from the construction operations and leave the entire site of the work in a neat and orderly condition.

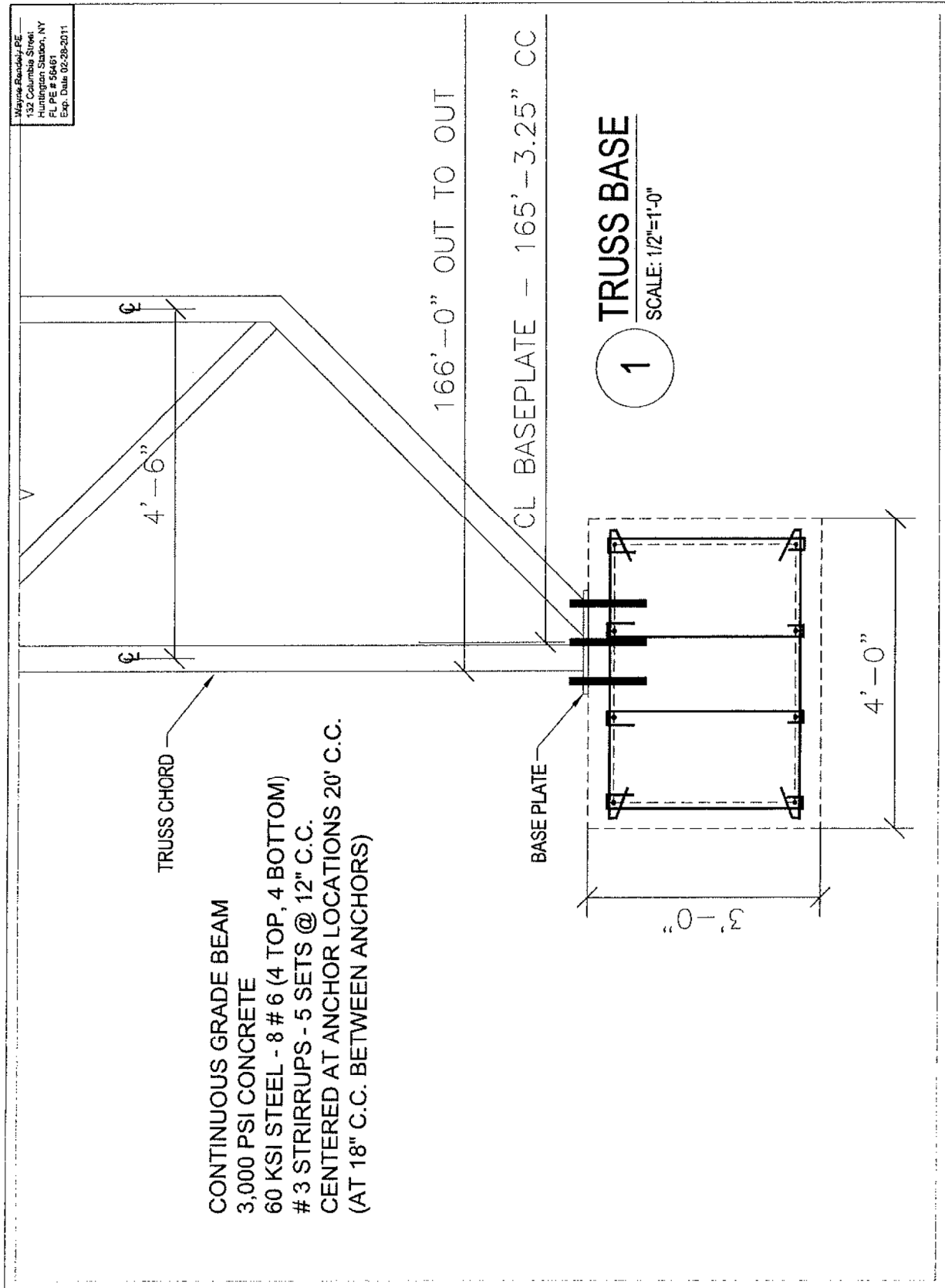
- B. The Contractor shall be responsible for the final cleaning of the system and components. Cleaning shall conform to manufacturer's specification to prevent scratching of fabric surfaces or other damage.



END OF SECTION

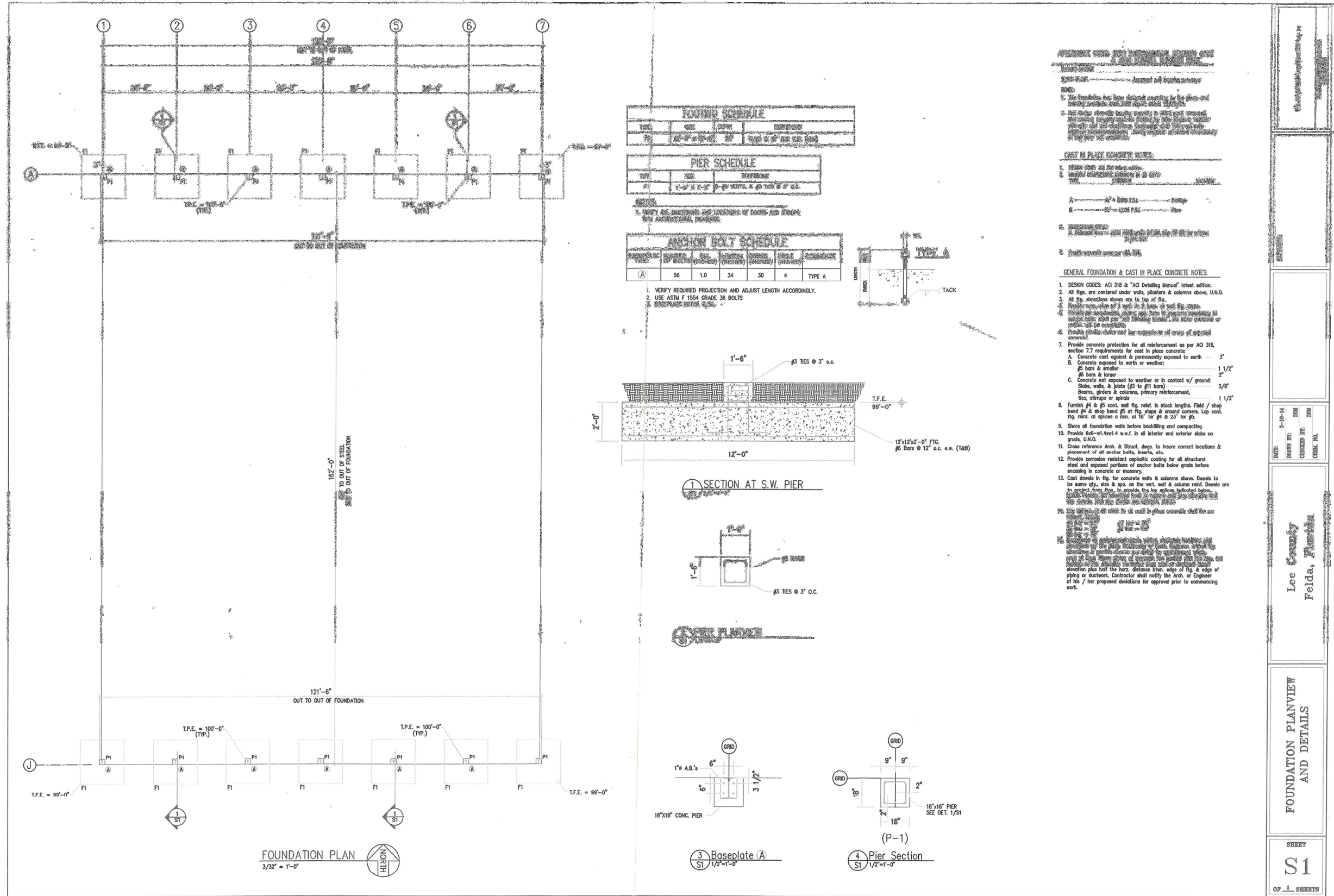
# Appendix A

Drawings for Existing Foundations



Foundation for Structure #1 and Structure #2 as shown in Figure 1.





Foundation for existing Structure #9 as shown in Figure 1.

# Appendix B

Green Wash Safety Data Sheet



# Green Wash

## Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Revision date: 03/16/2016

### SECTION 1: Identification

#### 1.1. Identification

Product form : Mixture  
Product name : Green Wash  
Product code : 2019-2152

#### 1.2. Relevant identified uses of the substance or mixture and uses advised against

Use of the substance/mixture : Cleaners, liquids (all purpose cleaners, sanitary products, floor cleaners, glass cleaners, carpet cleaners, metal cleaners)

#### 1.3. Details of the supplier of the safety data sheet

Softwash Systems  
271 Specialty Point  
Sanford, FL 32771  
T (855) 763-8669

#### 1.4. Emergency telephone number

Emergency number : (800) 535-5053

### SECTION 2: Hazard(s) identification

#### 2.1. Classification of the substance or mixture

##### GHS-US classification

Not classified

#### 2.2. Label elements

##### GHS-US labeling

No labeling applicable

#### 2.3. Other hazards

No additional information available

#### 2.4. Unknown acute toxicity (GHS US)

Not applicable

### SECTION 3: Composition/Information on ingredients

#### 3.1. Substance

Not applicable

#### 3.2. Mixture

Name	Product identifier	%	GHS-US classification
Alcohol Ethoxylate	(CAS No) 68991-48-0	1 - 5	Acute Tox. 4 (Oral), H302
N,N-dimethyldodecylamine-N-oxide	(CAS No) 1643-20-5	1.170237 - 1.291296	Skin Corr. 1B, H314

Full text of H-phrases: see section 16

### SECTION 4: First aid measures

#### 4.1. Description of first aid measures

First-aid measures general : Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label where possible).

First-aid measures after inhalation : Allow victim to breathe fresh air. Allow the victim to rest.

First-aid measures after skin contact : Remove affected clothing and wash all exposed skin area with mild soap and water, followed by warm water rinse.

First-aid measures after eye contact : Rinse immediately with plenty of water. Obtain medical attention if pain, blinking or redness persist.

First-aid measures after ingestion : Rinse mouth. Do NOT induce vomiting. Obtain emergency medical attention.

#### 4.2. Most important symptoms and effects, both acute and delayed

Symptoms/injuries : Not expected to present a significant hazard under anticipated conditions of normal use.

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### 4.3. Indication of any immediate medical attention and special treatment needed

No additional information available

## SECTION 5: Firefighting measures

### 5.1. Extinguishing media

Suitable extinguishing media : Foam. Dry powder. Carbon dioxide. Water spray. Sand.  
Unsuitable extinguishing media : Do not use a heavy water stream.

### 5.2. Special hazards arising from the substance or mixture

No additional information available

### 5.3. Advice for firefighters

Firefighting instructions : Use water spray or fog for cooling exposed containers. Exercise caution when fighting any chemical fire. Prevent fire-fighting water from entering environment.  
Protection during firefighting : Do not enter fire area without proper protective equipment, including respiratory protection.

## SECTION 6: Accidental release measures

### 6.1. Personal precautions, protective equipment and emergency procedures

#### 6.1.1. For non-emergency personnel

Emergency procedures : Evacuate unnecessary personnel.

#### 6.1.2. For emergency responders

Protective equipment : Equip cleanup crew with proper protection.  
Emergency procedures : Ventilate area.

### 6.2. Environmental precautions

Prevent entry to sewers and public waters. Notify authorities if liquid enters sewers or public waters.

### 6.3. Methods and material for containment and cleaning up

Methods for cleaning up : Soak up spills with inert solids, such as clay or diatomaceous earth as soon as possible. Collect spillage. Store away from other materials.

### 6.4. Reference to other sections

See Heading 8. Exposure controls and personal protection.

## SECTION 7: Handling and storage

### 7.1. Precautions for safe handling

Precautions for safe handling : Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Provide good ventilation in process area to prevent formation of vapor.

### 7.2. Conditions for safe storage, including any incompatibilities

Storage conditions : Keep only in the original container in a cool, well ventilated place away from heat, hot surfaces, sparks, open flame and other ignition sources. No smoking. Keep container closed when not in use.  
Incompatible products : Strong bases. Strong acids.  
Incompatible materials : Sources of ignition. Direct sunlight.

## SECTION 8: Exposure controls/personal protection

### 8.1. Control parameters

#### N,N-dimethyldodecylamine-N-oxide (1643-20-5)

Not applicable

#### Alcohol Ethoxylate (68991-48-0)

Not applicable

### 8.2. Exposure controls

Personal protective equipment : Avoid all unnecessary exposure.  
Hand protection : Wear protective gloves/eye protection/face protection protective gloves.

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Eye protection	: Chemical goggles or safety glasses.
Respiratory protection	: Wear appropriate mask.
Other information	: Do not eat, drink or smoke during use.

### SECTION 9: Physical and chemical properties

#### 9.1. Information on basic physical and chemical properties

Physical state	: Liquid
Appearance	: Clear liquid.
Color	: Green
Odor	: Pleasant odour
Odor threshold	: No data available
pH	: 11
Melting point	: No data available
Freezing point	: No data available
Boiling point	: 212 - 220 °F
Flash point	: 200 °F
Relative evaporation rate (butyl acetate=1)	: No data available
Flammability (solid, gas)	: No data available
Explosion limits	: No data available
Explosive properties	: No data available
Oxidizing properties	: No data available
Vapor pressure	: No data available
Relative density	: 1.03
Relative vapor density at 20 °C	: Same as water
Solubility	: Soluble in water. Water: Solubility in water of component(s) of the mixture : •: •: •: •: 9 %
Log Pow	: No data available
Auto-ignition temperature	: No data available
Decomposition temperature	: No data available
Viscosity	: No data available
Viscosity, kinematic	: No data available
Viscosity, dynamic	: No data available

#### 9.2. Other information

No additional information available

### SECTION 10: Stability and reactivity

#### 10.1. Reactivity

No additional information available

#### 10.2. Chemical stability

Stable under normal conditions. Not established.

#### 10.3. Possibility of hazardous reactions

Not established.

#### 10.4. Conditions to avoid

Direct sunlight. Extremely high or low temperatures.

#### 10.5. Incompatible materials

Strong acids. Strong bases.

#### 10.6. Hazardous decomposition products

Fume. Carbon monoxide. Carbon dioxide.

### SECTION 11: Toxicological information

#### 11.1. Information on toxicological effects

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Acute toxicity : Not classified

<b>Alcohol Ethoxylate (68991-48-0)</b>	
LD50 oral rat	1400 mg/kg
LD50 dermal rat	> 5000 mg/kg
ATE US (oral)	1400.000 mg/kg body weight

Skin corrosion/irritation : Not classified  
pH: 11

Serious eye damage/irritation : Not classified  
pH: 11

Respiratory or skin sensitization : Not classified

Germ cell mutagenicity : Not classified

Carcinogenicity : Not classified

Reproductive toxicity : Not classified

Specific target organ toxicity (single exposure) : Not classified

Specific target organ toxicity (repeated exposure) : Not classified

Aspiration hazard : Not classified

Potential Adverse human health effects and symptoms : Based on available data, the classification criteria are not met.

## SECTION 12: Ecological information

### 12.1. Toxicity

<b>Alcohol Ethoxylate (68991-48-0)</b>	
LC50 fish 1	6 mg/l
EC50 Daphnia 1	2.5 mg/l

### 12.2. Persistence and degradability

<b>Green Wash</b>	
Persistence and degradability	Not established.

<b>N,N-dimethyldodecylamine-N-oxide (1643-20-5)</b>	
Persistence and degradability	Biodegradability in water: no data available.

### 12.3. Bioaccumulative potential

<b>Green Wash</b>	
Bioaccumulative potential	Not established.

<b>N,N-dimethyldodecylamine-N-oxide (1643-20-5)</b>	
Bioaccumulative potential	No bioaccumulation data available.

### 12.4. Mobility in soil

No additional information available

### 12.5. Other adverse effects

Effect on the global warming : No known ecological damage caused by this product.

Other information : No other effects known.

## SECTION 13: Disposal considerations

### 13.1. Waste treatment methods

Waste disposal recommendations : Dispose in a safe manner in accordance with local/national regulations.

Ecology - waste materials : Presents no particular risk to the environment, provided the disposal requirements (see section 13) and national or local regulations are complied with.

# Green Wash

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### SECTION 14: Transport information

#### Department of Transportation (DOT)

In accordance with DOT  
Not regulated for transport

#### TDG

No additional information available

#### Transport by sea

No additional information available

#### Air transport

No additional information available

### SECTION 15: Regulatory information

#### 15.1. US Federal regulations

##### N,N-dimethyldodecylamine-N-oxide (1643-20-5)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

#### 15.2. International regulations

##### CANADA

No additional information available

##### EU-Regulations

No additional information available

##### National regulations

No additional information available

#### 15.3. US State regulations

No additional information available

### SECTION 16: Other information

Revision date : 03/16/2016

Other information : None.

Full text of H-phrases:

H302	Harmful if swallowed
H314	Causes severe skin burns and eye damage

HMIS III Rating

Health : 1 Slight Hazard - Irritation or minor reversible injury possible

Flammability : 0 Minimal Hazard - Materials that will not burn

Physical : 0 Minimal Hazard - Materials that are normally stable, even under fire conditions, and will NOT react with water, polymerize, decompose, condense, or self-react. Non-Explosives.

Personal Protection : B

B - Safety glasses, Gloves

SDS US (GHS HazCom 2012)

*This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product*

