

MASTER CONSTRUCTION AGREEMENT

LEE COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 2115 Second St., Fort Myers, FL 33901 (the "County"), hereby contracts with Granite Inliner, LLC (the "Contractor") of 1800 Hughes Landing Boulevard, Suite 800, The Woodlands, Texas, 77380 a Texas contractor licensed to perform all Work in the State of Florida in connection with the County's Solicitation No. B190178ANB (the "Project"), as said Work is set forth in the Plans and Specifications prepared by the "Engineer of Record," who shall be established by each individual County Project Authorization, and other Contract Documents hereafter specified (the "Work").

The County and the Contractor, for the consideration herein set forth, agree as follows:

Section 1. Contract Documents.

A. The Contract Documents consist of this Agreement, the Exhibits described in Section 6 hereof, the legal advertisement, the instructions to bidders, the Proposal and Proposal Forms, the solicitation documents and any duly executed and issued addenda, the Contractor's proposal, County Project Authorizations, County Project Modifications, Field Directive Change Orders, and amendments relating thereto. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement with the exception of the solicitation which shall be incorporated to the extent that it does not conflict with the remainder of the Agreement (all of said documents including the Agreement sometimes being referred to herein as the "Contract Documents" or "Contract" and sometimes as the "Agreement"). A copy of the Contract Documents shall be maintained by Contractor at the Project Site at all times during the performance of the Work.

B. The Engineer of Record is the initial interpreter of the Contract Documents concerning design intent, but is not the judge between the County and the Contractor. The County reserves the right to make final decisions considering the Engineer of Record's recommendations or interpretations of the Contract Documents. The Engineer of Record 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 Amount. However, the Engineer of Record's interpretation as to the intent of her or his design shall be final and not subject to interpretation by the County's staff.

C. The Construction Engineering and Inspection Consultant ("CEI Consultant") is the initial interpreter of the Contract Documents in all matters not concerning design intent. The CEI Consultant shall administer, monitor, test, sample, and inspect the Construction of the Project to ensure that the Project is constructed in reasonable conformity with the plans, specifications, and special provisions of the Contract Documents and shall observe the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the County, and direct

the Contractor to correct such observed discrepancies. The County reserves the right to make final decisions considering the CEI Consultant's recommendations or interpretations of the Contract Documents. The CEI Consultant may issue Field Directive Change Orders to the Contractor, but the CEI Consultant does not have authority to change the scope of the Project, obligate or commit the County to fund additional expenditures, or approve extensions of time over the approved Contract Time or Amount. The CEI Consultant shall consult with the Engineer of Record regarding any questions concerning the intent of the Project design.

D. Any Work that may be reasonably inferred from the Plans and Specifications as being required to produce the intended result shall be supplied whether or not it is specifically called for. In case of any inconsistency or conflict among the provisions of the Contract Documents, the order of precedence shall be as follows: (1) County Project Modifications; (2) County Project Authorizations; (3) the Agreement, including amendments and Exhibits; (4) Field Directive Change Orders; (5) the solicitation documents, including any addenda. Exhibit G, Article 5-2 provides the order of precedence for Specifications, Plans, Special Provisions, Technical Special Provisions, and other Project specifications. The Contract Documents represent the entire and integrated Agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.

E. 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.

F. The County shall furnish to the Contractor Contract Documents in electronic form and PDF file format.

G. The Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the County.

H. The Work to be provided by Contractor for the Project shall be under the general direction of the CEI Consultant, or their successor, who shall act as the County's representative during the term of this Agreement. If the County's representative is not a County employee, then County's representative is not authorized to issue changes to the Contract Amount, Contract Time, or Scope of Work without express approval by the County Director, County Manager, or Board of County Commissioners.

Section 2. Scope of Work.

A. The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, transportation, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good and workmanlike manner the Work required by this Agreement.

B. The Work shall be prosecuted and administered in accordance with the Standard Specifications attached hereto and incorporated herein as Exhibit G and all County Project Authorizations.

C. A County Project Authorization shall be issued by the County before commencement of any Work related to this Agreement. Contractor acknowledges and agrees that no minimum order or amount of Work is guaranteed under this Contract and County may elect to issue no County Project Authorizations.

Section 3. Contract Amount.

A. In consideration of the faithful performance by the Contractor of the covenants in this Contract, and any County Project Authorizations issued hereunder, to the full satisfaction and acceptance of the County, the County agrees to pay, or cause to be paid, to Contractor the Contract Amount established in the County Project Authorization(s) awarding the Work as set forth in the Exhibits to this Agreement.

B. Measurement and payment provisions are provided in Division 1, Section 9 of the Standard Specifications attached hereto as Exhibit G.

Section 4. Bonds.

A. For each County Project Authorization authorizing Work for a cost of \$200,000.00 or more, the Contractor shall procure Performance and Payment Bonds, in the form prescribed in Exhibit F, in conformance with this Agreement and the Solicitation. Contractor shall provide Performance and Payment Bonds in the amount of 100% of the Contract Amount, the costs of which are to be paid by Contractor. If the Contract Amount is increased by a County Project Modification, it shall be the Contractor's responsibility to ensure that the Performance and Payment Bonds are amended accordingly and a copy of the amendment recorded by the Lee County Clerk of Court and forwarded to the County. The Performance and Payment Bonds shall be underwritten by a Surety authorized to do business in the State of Florida and otherwise acceptable to the County; provided, however, the Surety shall be rated as "B or better" as to general policy holders rating as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc.

B. Attorneys-in-Fact who sign Bonds for County projects must file with such Bond a certified copy of their Power of Attorney to sign such Bond. All agents of Surety companies must list their name, address, and telephone number on all Bonds. The life of all Bonds provided to the County shall extend twelve (12) months beyond the date of final payment and shall contain a waiver of alternation to the terms of the Contract, extensions of time and/or forbearance on the part of the County. The Surety must have fulfilled all of its obligations on all other Bonds previously provided to the County. The 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).

C. If the Surety for any Bond furnished by Contractor is declared bankrupt, becomes insolvent, 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 (5) calendar days thereafter, substitute at Contractor's cost another Bond and Surety, both of which shall be subject to the County's approval.

D. If the Contractor cannot obtain another Bond and Surety within five (5) calendar days, the County may 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.

E. In case of default on the part of the Contractor, the County will charge against the Contract/Performance Bond all expenses for services incidental to ascertaining and collecting losses under the Contract/Performance Bond, including accounting, engineering, and legal services, together with any and all costs incurred in connection with renegotiation of the Contract.

F. The Surety shall indemnify and provide defense for the County when called upon to do so for all claims or suits against the County, by third parties, pertaining to Contractor payment or performance issues arising out of the Contract where the Contractor has failed to timely provide the County such defense. It is expressly understood that the monetary limitation on the extent of the indemnification shall be the approved Contract amount, which shall be the original Contract amount as may be modified by subsequent County Project Modifications.

G. The principal and Surety executing the Contract/Performance Bond shall be liable to the County in any civil action that might be instituted by the County or any officer of the County authorized in such cases, for triple any amount in money or property the County might lose, or be overcharged, or otherwise be defrauded of by any wrongful or criminal act of the Contractor, their agent or their employees.

Section 5. Contract Time and Liquidated Damages

A. Time is of the essence in the performance of the Work under this Agreement. The Commencement Date is established in the Notice to Proceed to be issued by the County, and the Contractor must begin the Work within the number of days specified by the Notice to Proceed. 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. No Work shall be performed at the Project Site prior to the Commencement Date. Any Work performed by the Contractor prior to the Commencement Date shall be at the sole risk of the Contractor. The County Project Authorization authorizing the Work shall establish the number of calendar days after the Commencement Date within which the Contractor must achieve Final Acceptance of the Work. That time period shall be the Contract Time. The date of Final Acceptance of the

Work (or designated portions thereof) is the date certified by the Director pursuant to Exhibit G, Article 5-11.

B. Prosecution and progress of the Work provisions are provided in Division 1, Section 8 of the Standard Specifications attached hereto as Exhibit G.

C. The County and the Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if Final Acceptance of the Work is not achieved within the time specified above, as said time may be adjusted as provided for herein. Should the Contractor fail to achieve Final Acceptance of the Work within the time period noted above, the County shall be entitled to assess the amount set forth in Article 8-10 of the Standard Specifications, as Liquidated Damages, but not as a penalty, for each calendar day thereafter until Final Acceptance is achieved. Final Acceptance of the Work shall be deemed to occur on the date the Director issues a written notice of Final Acceptance pursuant to the terms hereof. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted Liquidated Damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Contractor fails to achieve Final Acceptance of the Work in a timely manner.

D. When any period of time is referenced by days herein, it shall be computed to include the first day and last day of such period. All days shall mean calendar day and not business day.

E. Any agreed upon changes to the Contract Time must be accomplished by an approved, written County Project Modification in the form attached to this Agreement.

Section 6. Exhibits Incorporated.

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement:

- A. Scope of Services
- B. Fee Schedule
- C. Legal Advertisement
- D. Invitation to Bid and all addenda, including the Project Plans
- E. Bid Form and Required Documents
- F. Public Construction Performance and Payment Bond
- G. Standard Specifications
- H. Insurance Requirements, including Certificates of Insurance
- I. Form of Release and Affidavit
- J. County Project Modification
- K. Supplemental Specifications
- L. Special Provisions
- M. Technical Special Provisions
- N. FDOT and Lee County Design Standards

- O. Developmental Specifications
- P. Contractor's Background Screening Affidavit
- Q. Other relevant forms

Section 7. Public Records.

A. In addition to other requirements provided herein, Contractor shall comply with public records laws embodied in Chapter 119, Florida Statutes, and specifically shall:

A.1. Keep and maintain public records required by the County in order to perform the Scope of Services identified herein.

A.2. Upon request from the County provide the County with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the County.

A.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 Agreement term and thereafter if the Contractor does not transfer all records to the County.

A.4. Transfer, at no cost, to County all public records in possession of the Contractor 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, upon request from the County, in a format that is compatible with the information technology systems of the County. If the Contractor keeps and maintains public records upon the conclusion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records that would apply to the County.

B. If Contractor does not comply with a public records request, the County shall treat that omission as a breach of this Agreement and enforce the Contract provisions accordingly. Additionally, if the Contractor fails to provide records when requested, the Contractor may be subject to penalties under Section 119.10, Florida Statutes, and reasonable costs of enforcement, including attorney fees.

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

Section 8. Audit.

A. Upon execution of the Contract, the County reserves the right to conduct an audit of the Contractor's records pertaining to the Project. The County or its representatives may conduct an audit, or audits, at any time prior to final payment, or thereafter pursuant to 5-12 of the Standard Specifications. The County may also require submittal of the records from either the Contractor or any subcontractor or material supplier. As the County deems necessary, records include all books of account, supporting documents, and papers pertaining to the cost of performance of the Work.

B. The Contractor must retain all records pertaining to the Contract for a period of not less than five (5) years from the date of the Director's final acceptance of the Project, unless a longer minimum period is otherwise specified. Upon request, make all such records available to the County or its representative(s). For the purpose of this section, records include but are not limited to all books of account, supporting documents, and papers that the County deems necessary to ensure compliance with the provisions of the Contract Documents.

C. If the Contractor fails to comply with these requirements, the County may disqualify or suspend the Contractor from bidding on or working as a subcontractor on future Contracts.

D. The Contractor must ensure that the subcontractors provide access to their records pertaining to the project upon request by the County.

Section 9. Indemnification and Insurance.

A. Contractor agrees to save harmless, indemnify, and defend or, at the option of the County, pay the cost of defense, the County and its representative from any and all claims, losses, penalties, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, property damage, direct or consequential damages, or economic loss, arising directly or indirectly on account of or in connection with the Work performed by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of the County. This provision is intended to apply even if the injury or damage is caused in whole or in part by any act, omission or default of the County or Engineer of Record or their consultants, agents, officers and employees. The County and Contractor agree the first \$100.00 of the Contract Amount paid by the County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of the County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's execution of the Agreement. The Contractor's obligation under this provision shall not be limited in any way by the agreed upon Contract Amount as shown in this Contract or the Contractor's limit of, or lack of, sufficient insurance protection.

B. The Contractor guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against him or any subcontractor, in connection with the Contract. The Department's final acceptance and payment does not release the Contractor's bond until all such claims are paid or released.

C. Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in the Insurance Requirements attached to this Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies which are registered with the State of Florida. Prior to execution of the Agreement, Contractor shall provide the County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by the County. The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to the County, on a timely basis, when requested by the County.

D. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) calendar days prior written notice by registered or certified mail shall be given to the County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

E. To the extent multiple insurance coverage and/or County's self-insured retention may apply, any and all insurance coverage purchased by Contractor and its Subcontractors identifying the County as an additional named insured shall be primary. The acceptance by the County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No Work shall commence at the Project Site unless and until the required Certificates of Insurance are received by the County.

F. The Contractor will be fully responsible for all acts and omissions of his Subcontractors 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 Subcontractor and the County. The County may, upon request, furnish to any Subcontractor, to the extent practicable, evidence of amounts paid to the Contractor on account of specific Work done.

G. Contractor shall require each of its Subcontractors to procure and maintain, until the completion of the Subcontractor's work, insurance of the types and to the limits specified in the Insurance Requirements attached to this Agreement, unless such insurance requirements for the Subcontractor are expressly waived in writing by the County. All liability insurance policies, other than professional liability, workers' compensation, employer's liability and business auto liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name the County and Engineer of Record as additional insureds. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by the County, certified, true copies of the renewal policies, shall be furnished by Contractor within thirty (30) calendar days prior to the date of expiration.

H. Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

I. Contractor shall submit to Engineer of Record a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any Work by Contractor under the Contract Documents.

Section 10. Compliance with Laws and Regulations

A. Contractor agrees to comply, at its own expense, with all federal, state, and local Laws and Regulations, including federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, workers' compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the County and Engineer of Record in writing.

B. Legal Requirements and provisions concerning Laws and Regulations to be observed are provided in Division 1, Section 7 of the Standard Specifications attached hereto as Exhibit G.

Section 11. Warranty

A. Contractor shall obtain and assign to the County all express warranties given to Contractor or any Subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project.

B. Contractor warrants to the County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, Suppliers or processors except as otherwise provided for in the Contract Documents. If, within one (1) year after Final Acceptance, any Work is found to be Defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from the County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those express or implied warranties to which the County is entitled as a matter of law.

C. 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 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.

Section 12. Notices.

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage pre-paid, return receipt requested, or by courier, addressed to the following:

Roger Desjarlais
Lee County Manager
P.O. Box 398
Fort Myers, FL 33902

With copies addressed to each of the following:

Avelino Cancel, Project Manager, P.O. Box 398, Fort Myers, FL 33902

Mary Tucker, Procurement Management Director, P.O. Box 398, Fort Myers, FL 33902

Randy Cerchie, Department of Transportation Director, P.O. Box 398, Fort Myers, FL 33902

B. All notices required or made pursuant to this Agreement by the County to Contractor shall be made in writing and shall be delivered by hand or by United States Postal Service, first class mail, postage pre-paid, return receipt requested, or by courier, addressed to the following:

Granite Inliner, LLC
Attention: Michael Cannon
2531 Jewett Lane, Sanford, FL 32771
Telephone: 407.472.0014 Fax: 407.472.0097

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

Section 13. Modification.

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the appropriate parties intended to be bound by it.

Section 14. Successors and Assigns.

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

Section 15. No Waiver.

The failure of the County to enforce, at any time or for any period of time, any one or more of the provisions of the Agreement shall not be construed to be, and shall not be, a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 16. Federal Requirements

A. In the event this Project is funded in whole or in part from any granting agency or source, the specific terms, regulations and requirements governing the disbursement of those funds are incorporated by reference and made a part of the Contract Documents.

Section 17. Entire Agreement.

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been

entered into or will be recognized, and that all negotiations, acts, Work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

Section 18. Severability.

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

WITNESS:

CONTRACTOR: Granite Inliner, LLC

Signed By: _____

Signed By: _____

Print Name: Mariella Rubio

Print Name: Ashley M. Stinson

Title: Secretary

Date: 12/11/19



OWNER: LEE COUNTY

**BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA**

BY: _____

Brian Hamman
Brian Hamman, Acting Chair/Vice Chair

DATE: _____

2/17/2020

ATTEST:

CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: _____

Joyce Townsend
DEPUTY CLERK

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY: _____

Chamunda
OFFICE OF THE COUNTY ATTORNEY

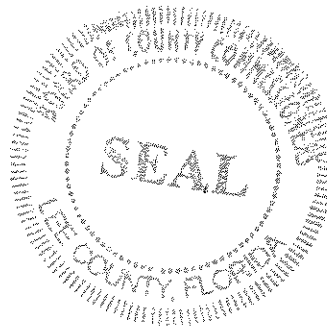


EXHIBIT A

SCOPE OF SERVICES

Contractor shall provide storm water pipe lining repair and replacement services to the County's storm water system in accordance with the Solicitation and County Project Authorizations issued under this Agreement, if any.

A. County Project Authorization

The term County Project Authorization refers to a written document executed by both parties under this Agreement setting forth and authorizing a limited number of services, tasks, or work for a specific project identified by the County. Such services, tasks, or work is consistent with and has previously been described by the Solicitation and this Agreement.

B. Award of County Project Authorizations

As provided by the Solicitation, individual projects may be awarded and authorized via County Project Authorization, to any of the firms approved by the Board of County Commissioners under that solicitation. Award shall be made as follows:

- Any project/task with a total cost of \$25,000.00 or less may be awarded to any firm holding a valid contract under this bid able to meet the required project schedule.

- Any project/task with a total cost of \$25,000.01, but less than \$500,000.00 shall be quoted by a minimum of three (3) of the approved firms holding a valid contract under Solicitation No.B190178ANB. If there are fewer than three (3) approved firms holding a valid contract under this Solicitation, then all of the firms shall quote the project/task. When quotes are requested, the Contractor's submittal shall be based on the unit prices provided by Exhibit B, or lower prices. The quote shall not list any prices that are higher. Award of the project shall be made to the firm holding a valid contract under the Solicitation, with the lowest quoted price, able to meet the required project schedule.

C. Changes to County Project Authorizations

A modification to a County Project Authorization may be authorized by a County Project Modification properly executed by both parties.

D. Additional Purchases

If the County requires the Contractor to perform additional services or provide additional product(s) related to this Agreement, then the Contractor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be authorized by a County Project Modification to a County Project

EXHIBIT B
FEE SCHEDULE

Payment for actual Work completed shall be made in accordance with the terms of this Agreement and any County Project Authorizations issued hereunder. All project pricing shall be determined by the rates established by the Contractor's response to the Solicitation, attached hereto and incorporated herein as Exhibit E. All quotes received by the County from the Contractor shall reflect pricing at or below the rates listed in this Exhibit E.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor will not be entitled to additional compensation.

The News-Press media group

news-press.com A GANNETT COMPANY

Attn:
LCBC-PURCHASING
1825 HENDRY ST FL 3
FORT MYERS, FL 33901

B190178ANB
Storm Water Drainage Pipe Lining
Invitation to Bid
Lee County Procurement Management will receive sealed proposals in the Office of the Procurement Management Director, 1500 Monroe St, 4th Fl, Fort Myers, FL 33901 prior to 2:30 pm on Tuesday, September 10, 2019 from companies wishing to provide these goods/services to the County.
A NON-Mandatory Pre-solicitation meeting is scheduled at this time, 8/15/2019 10:00 AM located at 1500 Monroe Street, 4th Floor, Fort Myers FL 33901. Solicitation documents and instructions may be secured from the website: www.leegov.com/procurement or by calling the Procurement Management at (239) 533-8881.
AD # 3729703 August 9, 2019

STATE OF FLORIDA COUNTY OF LEE:

Before the undersigned authority personally appeared, who on oath says that he or she is a Legal Assistant of the News-Press, a daily newspaper published at Fort Myers in Lee County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of

Bids and Proposals

In the Twentieth Judicial Circuit Court was published in said newspaper in the issues of:


08/09/19

Affiant further says that the said News-Press is a paper of general circulation daily in Lee County and published at Fort Myers, in said Lee County, Florida, and that the said newspaper has heretofore been continuously published in said Lee County, Florida each day and has been entered as periodicals matter at the post office in Fort Myers, in said Lee County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

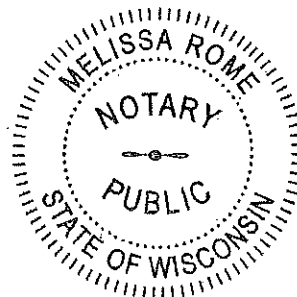
Sworn to and Subscribed before me this 9th of August 2019, by who is personally known to me.



Affiant

 1-12-2021

Notary





LEE COUNTY
SOUTHWEST FLORIDA

Advertise Date: Friday, August 09, 2019

**Lee County Board of County Commissioners
DEPARTMENT OF PROCUREMENT MANAGEMENT**

**Invitation to Bid (B)
DOT Construction Only**

Solicitation No.: **B190178ANB**

Solicitation

Name: **Storm Water Drainage Pipe Lining**

Open

Date/Time: **Tuesday, September 10, 2019**

Time: **2:30 PM**

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

Procurement

Contact: **Adam Brooke**

Title **Procurement Analyst**

Phone: **(239) 533-8881**

Email: **Abrooke@leegov.com**

Requesting Dept. **Transportation**

Pre-Bid Conference:

Type: **NON-Mandatory**

Date/Time: **Thursday, August 15, 2019 at 10:00 AM**

Location: **Public Works Bldg.: 1500 Monroe Street, 4th Floor, Fort Myers FL 33901**

All solicitation documents are available for download at

www.leegov.com/procurement

Terms and Conditions
INVITATION TO BID (B)
CONSTRUCTION

1. DEFINITIONS. Additional definitions may be found in the Draft Construction Agreement attached hereto.

- 1.1. **Addendum/Addenda:** A written document used to modify the terms of a procurement instrument (such as an Invitation to Bid or Request for Proposals). An addendum is not to be confused with a contract "amendment."
- 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. **Award:** The determination of a successful Bidder(s) in response to this Solicitation.
- 1.4. **Bid/Proposal Package:** An offer specifically given to the County in response to an informal or competitive procurement invitation issued by the County. This is also referred to as a "Response."
- 1.5. **Bid Bond/Security:** Security in the form and amount required by the County pledging that the Bidder shall enter into a Contract with the County in accordance with the terms stated in its Bid.
- 1.6. **Bidder:** Any individual, firm, partnership, joint venture, or corporation submitting a Bid for this project, acting directly or through an authorized representative.
- 1.7. **County:** The Board of County Commissioners of Lee County, Florida, a political subdivision of the State of Florida, its successors and assigns.
- 1.8. **Contract/Agreement:** The written contract between the County and a successful Bidder pursuant to this Solicitation, a draft copy of which is attached hereto.
- 1.9. **Contract Documents:** The documents listed in Section 1 of the attached draft Agreement.
- 1.10. **Department of Procurement Management:** Shall mean the Lee County Department of Procurement Management.
- 1.11. **Due Date and Time/Opening:** The date and time upon which a Bid or Proposal shall be submitted to, and actually received by, the Lee County Department of Procurement Management. Only Bids or Proposals received prior to the established date and time shall be considered.
- 1.12. **Liquidated Damages:** Damages, usually in the form of monetary payment, agreed to by the parties to a contract which are due and payable as damages in the event of a breach of all or part of such contract. Liquidated Damages may be applied on a daily basis for as long as the breach is in effect.
- 1.13. **Local Bidder:** Any person, firm, partnership, company or corporation whose principal place of business, in the sole opinion of the County, is located within the boundaries of Lee County, Florida; or (b) any person, firm, partnership, company or corporation that has provided goods or services to Lee County on a regular basis for the preceding consecutive three (3) years, and that has the personnel, equipment and materials located within the boundaries of Lee County sufficient to constitute a present ability to perform the service or provide the goods; or (c) any person, firm, partnership, company or corporation that qualifies as a "local business" under the terms of the Collier County Local Vendor Preference Program on or after the date Lee and Collier County enter an agreement extending reciprocity under their respective local vendor preference programs to the firms eligible for those programs in the adjoining county; or (d) any person, firm, partnership, company or corporation that qualifies as a "local bidder" or similar term under the local bidder preference program of any county adjoining Lee County on or after the date Lee County and the adjoining county enter a reciprocity agreement that is substantially similar to any such agreement between Lee and Collier County.
- 1.14. **Responsible Bidder:** A Bidder submitting a Response who has the capability in all respects to perform fully the Contract requirements and the experience, capacity, facilities, equipment, credit, sufficient qualified personnel, and having the integrity and reliability with a record of timely and acceptable past performance that will ensure good faith performance.
- 1.15. **Responsive Bidder:** A Bidder submitting a Response that substantially conforms with all material respects to the requirements and criteria set forth in this Solicitation.
- 1.16. **Solicitation/Solicitation Documents:** This document, its attachments, and any document hereinafter incorporated by reference.

4.3.6. Include any information requested by the County necessary to analyze your Bid, i.e., required submittals, literature, technical data, or financial statements.

4.3.7. Bid Security/Bond(s), as applicable.

4.4. Preparation Cost: The Bidder is solely responsible for any and all costs associated with responding to this Solicitation. No reimbursement shall 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 Department of Procurement Management prior to or on the time and date required. All references to date and time herein reference Lee County, FL local time.

5.2. Any Bids received after the stated time and date shall not be considered. Late Bids shall not be opened at the public opening.

5.3. The Lee County Department of Procurement Management 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 Bidders: Only Bids received from Responsive and Responsible Bidders shall 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 if the Bidder is satisfactorily able to perform, 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. Additional sources may be utilized to determine credit worthiness and ability to perform.

6.1.2. 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 fingerprinting and a statewide criminal background check. There may be fees associated with these procedures. These costs are the responsibility of the Bidder or sub-contractor.

6.2. Past Performance: A Bidder's 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.

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 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 Solicitation Documents. A formal response will be provided in the form of an Addendum (see "County Interpretation/Addendums" for additional information). If appropriate, a site visit may follow the pre-bid conference.

7.2. Non-Mandatory: Pre-bid conferences are generally non-mandatory, but it is highly recommended that prospective Bidders participate.

7.3. Mandatory: In the event a mandatory pre-bid conference is held, no Bids shall be considered by Bidders that fail to attend, and a Bid submitted by any such Bidder shall be 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 Bid shall be made **in writing, submitted at least eight (8) calendar days prior to the date when the Bid is due**.

8.2. Response(s) will be in the form of an Addendum posted on www.lee.gov.com/procurement. It is solely the Bidder's responsibility to check the website for information. The Lee County Department of Procurement Management will send no notifications regarding postings associated with this solicitation.

- 12.3.** 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.

13. CALCULATION ERRORS

- 13.1.** In the event of multiplication/addition error(s), the unit price shall prevail and the corrected sum shall be considered the bid price. All Bids will be reviewed mathematically and corrected, if necessary, using these standards, prior to further evaluation.

14. CONFIDENTIALITY

- 14.1.** Bidders should be aware that all submissions provided are generally considered public records subject to public disclosure upon conclusion of the Solicitation process, and shall **not** be afforded confidentiality, unless otherwise provided by law.
- 14.2.** 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 sufficient documentation demonstrating why such documents should be deemed confidential in accordance with Florida law.
- 14.3.** 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. Pursuant to § 337.168, F.S.: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of § 119.07(1), F.S. until the Contract for the project has been executed or until the project is no longer under active consideration.

15. CONFLICT OF INTEREST

- 15.1. Business Relationship Disclosure Requirement:** The Award hereunder is subject to the provisions of Chapter 112, F.S. All Bidders must disclose with their submission the name of any officer, director or agent who is also an officer or employee of Lee County or any of its agencies or a spouse or child of such officers or employees. Furthermore, all Bidders must disclose the name of any County officers, employees, or spouses or children thereof who own directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches.

16. ANTI-LOBBYING CLAUSE (Cone of Silence)

- 16.1.** Upon the issuance of the Solicitation, prospective Bidders or any agent, representative or person acting at the request of said 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 issuance of the Notice of Intended Decision, the rejection of all responses, or the termination of this competitive procurement. **If it is determined that improper communications were conducted, the Bidder may be declared non-responsible.**

17. DRUG FREE WORKPLACE

- 17.1.** The County encourages Drug Free Workplace programs.

18. DISADVANTAGED BUSINESS ENTERPRISE (DBE) and MINORITY-OWNED AND WOMEN-OWNED FIRMS (W/MBE)

- 18.1.** The County encourages interested Disadvantaged Business Enterprise Bidder(s) (DBE), as defined and certified by the Florida Department of Transportation, as well as other minority-owned and women-owned firms, as defined and certified by the State of Florida Office of Supplier Diversity (W/MBE), to do business with the County and respond to this solicitation.

As described in the required forms, the Bidder is required to indicate whether they and/or any proposed sub-contractor(s) are DBEs and W/MBE. Lee County encourages the utilization and participation of DBEs and W/MBE 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. Each bidder that intends to use subcontractors shall also use the State of Florida, and/or when deemed appropriate directories of DBE and W/MBE

Upon written request by Lee County Procurement Management, the contractor at its expense must conduct a background check for each of its employees, as well as for the employees of its subcontractors, who will provide services to the County or have access to the County computer systems, through either onsite or remote access. Contractor employees, for the purpose of this requirement, include such temporary staff as office support, custodial service and any third party vendor. Background checks shall be conducted through the Florida Department of Law Enforcement and provided to Lee County Procurement Management Department at procurement@leegov.com. Background checks must be conducted prior to commencement of said project(s).

22. TIEBREAKER

- 22.1. 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.
 - 22.1.1. **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.**
 - 22.1.2. **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.
 - 22.1.3. **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.
- 22.2. 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.
- 22.3. 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.

23. WITHDRAWAL OF BID

- 23.1. 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.
- 23.2. 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:
 - 23.2.1. The Bidder acted in good faith in submitting the Bid;
 - 23.2.2. The mistake in Bid preparation was of such magnitude that to enforce compliance by the Bidder would cause a severe hardship on the Bidder;
 - 23.2.3. The mistake was not the result of gross negligence or willful inattention by the Bidder; and
 - 23.2.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally Awarded the Contract.

24. PROTEST RIGHTS

- 24.1. 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.
- 24.2. Notice of Intended Decision is posted on the Lee County Department of Procurement Management website (www.leegov.com/procurement). Bidders are solely responsible to check for information regarding the Solicitation.

in the Specifications, the Bidder shall retain these records for a period of ten (10) years after final payment, or until they are audited by Lee County, whichever event occurs first.

- 26.4.2. 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(s) are hereby informed of their requirement to comply with Chapter 119, F.S., specifically to:

- 26.4.2.1. Keep and maintain public records required by the County to perform the service.
- 26.4.2.2. 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.
- 26.4.2.3. 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.
- 26.4.2.4. Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Bidder or keep and maintain public records required by the County to perform the service. If the Bidder transfers all public records to the County upon completion of the Contract, the Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Bidder keeps and maintains public records upon completion of the Contract, the Bidder 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.

- 26.4.3. Public Records:** **IF THE BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BIDDER'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, publicrecords@leegov.com or <http://www.leegov.com/publicrecords>.**

- 26.4.4. 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, including any documents bearing the professional seal of the successful Bidder, shall be delivered to and become the property of Lee County, prior to final payment to the successful Bidder or the termination of the Contract. This includes any electronic versions, such as CAD or other computer aided drafting programs.

26.5. Termination:

- 26.5.1.** Termination of an Award or Contract entered into pursuant to this Solicitation shall be governed by the terms of such Contract and by the provisions of this section.
- 26.5.2.** The Procurement Management Director may immediately terminate any Award resulting from this Solicitation for emergency purposes, as defined by the Lee County Procurement Ordinance 18-22.
- 26.5.3.** 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 calendar days**. The Bidder 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.

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

- 28.2.** All invoices shall be paid as directed by the Lee County payment procedure, unless otherwise stated in the Contract or detailed Specifications for this project.
- 28.3.** Lee County shall 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.

29. SAFETY DATA SHEETS (SDS) (as applicable)

- 29.1.** It is the Bidder's responsibility to provide Lee County with Safety Data Sheets on Bid materials, as may apply to this procurement.

30. BOND/SURETY

- 30.1.** Bonding/Surety is required in accordance with the Lee County Procurement Ordinance 18-22.
- 30.2.** **Bid Bond/Security: The Procurement Management Department shall determine if a Bid Bond shall be required for any Competitive Procurement.** Each Bidder shall submit not less than five percent (5%) of the proposed dollar amount (including applicable Alternates) as Bid Bond/Security. One **ORIGINAL** Bid Bond/Security shall be submitted to the County with each Bid submission. The Bid Bond/Security of the Bidder will be retained until the Bidder and the County have entered into the Contract, whereupon the Bid Bond/Security may be returned. The Bid Bond/Security of a Bidder 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 Contract, whereupon any Bid Bonds/Securities furnished by a Bidder may be returned. The following types of Bid Security shall be accepted:
 - 30.2.1.** **A Certified Check or a Cashier's Check** in the amount of not less than five percent (5%) of the proposed dollar amount. Any Certified Check or Cashier's 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
 - 30.2.2.** **A Bid Bond** may be submitted on a Lee County paper Bid Bond Form. Such Bid Bond must be signed by all required parties, must be in the amount of not less than five percent (5%) of the proposed dollar amount (including Alternate(s) as applicable), and shall accompany each submission. The Bid Bond shall be issued by a surety authorized to do business and in good standing with the Florida Department of State.
- 30.3.** **Performance and Payment Bond:** As further described in the Contract, the successful Bidder shall provide Performance and Payment Bonds in the amount of one hundred percent (100%) of the total Awarded Contract amount within **seven (7) calendar days** after notification by the County of the approval to award the Contract, the costs of which are to be paid by the successful Bidder. Such Performance and Payment Bonds shall be in the form prescribed by the Exhibits to the attached Contract. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to the County; provided, however, the surety shall be rated as "B" or better as reported in the most current Best's Key Rating Guide, published by A.M. Best Company, Inc. The successful Bidder shall record the Performance and Payment Bond with the Lee County Clerk of Courts, at its sole expense, and provide the original, recorded bond document to the County.
- 30.4.** **A Clean Irrevocable Letter of Credit or Cash Bond** may be accepted by the County in lieu of the Public Payment and Performance Bond.
- 30.5.** **Personal Checks are not acceptable to Lee County as a Bid Security.**

31. INSURANCE (AS APPLICABLE)

- 31.1.** Insurance shall be provided by the Awarded Bidder pursuant to the Specifications provided herein and/or in the Contract. Prior to execution of the Contract, a certificate of insurance (COI) complying with the Solicitation Documents shall be provided by the Bidder.

End of Terms and Conditions Section

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. If applicable, it is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

End of Insurance Guide Section

4. **LETTER OF BONDABILITY**

- 4.1. This bid does not require a Bid Bond, however the Contractor must submit with their bid a Letter of Bondability from their Surety Company (not the surety agent) showing their bonding capacity. Any issuer of a Letter of Bondability must be licensed to transact a fidelity and surety business in the State of Florida, with an A.M. Best rating of B+ or better. IF the surety agent is named on the Surety's Power of Attorney as a true and lawful Attorney-in-Fact, to make, execute, seal and deliver said letter then a letter from the surety's agent will be allowed as long as a copy of the Surety's Power of Attorney documenting said appointment is included with the Letter of Bondability.

5. **FULL PROJECT RESTORATION – ADDITIONAL SERVICES:**

- 5.1. Contractor shall ensure that project site is restored to the satisfaction of the County, at its sole discretion, following all work completed under this Agreement. Following project specific needs, additional services unrelated to specified scope of work as described herein may be required to provide for full project completion. Such services may be requested under this Agreement on a project by project basis where Contractor or County deem necessary and applicable.

6. **BASIS OF AWARD:**

- 6.1. It is the County's intent to award to a pool of qualified Contractor(s) that meet all bid specifications. Individual projects shall be awarded and authorized as described within herein.

LEE COUNTY DOCUMENT MANAGEMENT FORM

For

B190178ANB Storm Water Drainage Pipe Lining

These forms are required as indicated below and all required forms should be submitted with the Bidder's/Proposer's submission package. If it is determined that forms in this selection are not applicable to your company or solicitation they should be marked "N/A or Not Applicable" across the form in large letters and returned with your submission package.

FORM #	TITLE / DESCRIPTION	REQUIRED STATUS (Required, Not Required, If Applicable)	VENDOR CHECK-OFF
1	Solicitation Response Form	Required	
1a	Bid/Proposal Form	Required	
N/A	Business Relationship Disclosure Requirement	If Applicable	
2	Affidavit Certification Immigration Laws	Required	
3	Reference Survey <i>*(Requested after opening of lowest Bidder only)</i>	Required	
4	Negligence or Breach of Contract Disclosure Form	Required	
5	Affidavit - Principal Place of Business	Required	
6	Sub-Contractor List	Required	
7	Public Entity Crime Form	Required	
8	Trench Safety	Required	
*	Proposal Label	Required	
ADDITIONAL REQUIRED DOCUMENTS			
*	Letter of Bondability	Required	

It is the Bidder's/Proposer's responsibility to review the submittal request in its entirety and ensure that all submittal requirements are included within their submission package. Failure to submit required forms may deem your company as non-responsive.

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

Affidavit - Principal Place of Business

Certifies Bidder's location information.

6

Sub-Contractor List

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

7

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.

8

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)

*

Letter of Bondability

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

*

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)

Form#1 – Solicitation Form, Page 2

- 3 Business Relationship Disclosure Requirement:** 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. See Part III, Chapter 112, F.S., 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), F.S., 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/her 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, the Bidder must request form "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), F.S.) 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)

Authorized Representative Name (printed or typed)

(Affix Corporate Seal, as applicable)

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.

LEE COUNTY
SOUTH WEST FLORIDA

Lee County Procurement Management

BID/PROPOSAL FORM

Company Name: _____

Solicitation # B190178ANB Solicitation Name Storm Water Drainage Pipe Lining

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

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

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

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

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

PRICING

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, materials, and any other incidental costs required to perform and complete all work as specified herein.

**Lee County Procurement Management
Reference Survey**

****REQUIRED OF THE LOWEST APPARENT BIDDER ONLY****

Reference surveys submitted can be a maximum of twelve (12) months old. If using a previous reference, Proposers must clearly identify the project name and number the reference is being submitted for.

Project Name & Number: _____

Section 1 FROM: _____ COMPANY: _____ PHONE #: _____ FAX #: _____ EMAIL: _____	Reference Respondent Information Please return completed form to: Bidder/Proposer: _____ Due Date: _____ Total # Pages: 1 Phone #: _____ Fax #: _____ Bidder/Proposer E-Mail: _____
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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 **Please submit non-Lee County employees as references**

Reference Name (Print Name) _____

Reference Signature _____



LEE COUNTY

SOUTHWEST FLORIDA

AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

Instructions: Please complete all information that is applicable to your firm.

Company Name: _____

Printed name of authorized signer _____

Title _____

⇒

Authorized Signature _____

Date _____

The signee of this affidavit guarantees, 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.**

Notary:

State of _____

County of _____

The foregoing instrument was signed and acknowledged before me this _____

day of _____

20 _____

by _____

who has produced _____

as identification (or personally known)

Type of ID and number _____

⇒

Notary Public Signature _____

Notary Commission Number and expiration _____

1. Principal place of business is located within the boundaries of: _____ Lee County
 _____ Collier County
 _____ Non-Local

Local Business Tax License # _____

2. Address of Principal Place of Business: _____

3. Number of years at this location _____ years

4. Have you provided goods or services to Lee County on a regular basis within the past 3 consecutive years _____ Yes* _____ No *If yes, attach contractual history for past 3 consecutive years

5. Number of available employees for this Contract _____

6. Does your company have a Drug Free Workplace Policy _____ Yes _____ No

Public Entity Crime 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 Section 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, a 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 Section 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 Section 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 thirty-six (36) months shall be considered an affiliate.
5. I understand that a "person" as defined in Section 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.
7. 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 submitting 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.

*Form#8: Trench Safety***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 its control in excess of five feet (5') 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)

My commission expires:

(serial number, if any)



Procurement Management Department
1500 Monroe Street 4th Floor
Fort Myers, FL 33901
Main Line: (239) 533-8881
Fax Line: (239) 485-8383
www.leegov.com/procurement

Posted Date: August 23, 2019

Solicitation No.: B190178ANB

Solicitation Name: Storm Water Drainage Pipe Lining

Subject: Addendum Number 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. ATTACHMENT: Master Contract Agreement with Exhibits (Pages 36-168)

2. QUESTIONS/ANSWERS

1.	Will you please provide us with the estimated annual budget for the above-mentioned project?
Answer	This is a master contract and not related to a specific project. This contract will be utilized on an as needed basis as projects come up. See article 3 of special conditions for further details.

2.	Would a spray applied geopolymer lining system be approved as an alternative to CIPP and/or Sliplining for pipe that is 36" and above on the Storm Water Drainage Pipe Lining project bidding on 9/10/19?
Answer	A spray applied geopolymer lining system is not approved at this time for this specific contract. Please contact the Lee County Department of Transportation to inquire about having your product utilized on future projects. Bid the line items current listed on the bid schedule.

3.	See attached Master Contract Agreement with Exhibits. These pages were left out of the original solicitation package.
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EXHIBIT E
BID FORM AND REQUIRED DOCUMENTS

Form#1 – Solicitation Form, Page 2

- 3 Business Relationship Disclosure Requirement:** 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. See Part III, Chapter 112, F.S., 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), F.S., 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/her 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, the Bidder must request form **"INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS"** (Required by 112.313(12)(b), F.S.) 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)

Granite Inliner, LLC

Company Name (Name printed or typed)

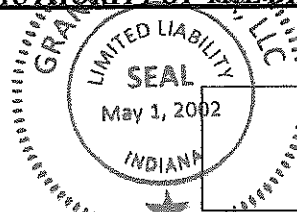
Michael Cannon

Authorized Representative Name (printed or typed)

Disrict Manager

Authorized Representative's Title (printed or typed)

Authorized Representative's Signature



(Affix Corporate Seal, as applicable)

Stephanie Godwin

Witnessed/Attested by:

(Witness/Secretary name and title printed or typed)

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.

Group 4: Cleaning of CMP Circular Pipe or Equivalent Elliptical Circumference

Item	Description	Unit of Measure	Estimated Quantity	Unit Price
14	LIGHT CLEANING OF 15" PIPE	LF	1	\$ 7.00
15	MEDIUM CLEANING OF 15" PIPE	LF	1	\$ 9.50
16	HEAVY CLEANING OF 15" PIPE	LF	1	\$ 14.50
17	SPECIALTY CLEANING OF 15" PIPE	LF	1	\$ 35.00
18	LIGHT CLEANING OF 18" PIPE	LF	1	\$ 7.00
19	MEDIUM CLEANING OF 18" PIPE	LF	1	\$ 9.50
20	HEAVY CLEANING OF 18" PIPE	LF	1	\$ 14.50
21	SPECIALTY CLEANING OF 18" PIPE	LF	1	\$ 35.00
22	LIGHT CLEANING OF 24" PIPE	LF	1	\$ 8.00
23	MEDIUM CLEANING OF 24" PIPE	LF	1	\$ 11.50
24	HEAVY CLEANING OF 24" PIPE	LF	1	\$ 18.00
25	SPECIALTY CLEANING OF 24" PIPE	LF	1	\$ 35.00
26	LIGHT CLEANING OF 30" PIPE	LF	1	\$ 10.00
27	MEDIUM CLEANING OF 30" PIPE	LF	1	\$ 12.00
28	HEAVY CLEANING OF 30" PIPE	LF	1	\$ 19.00
29	SPECIALTY CLEANING OF 30" PIPE	LF	1	\$ 35.00
30	LIGHT CLEANING OF 36" PIPE	LF	1	\$ 13.00
31	MEDIUM CLEANING OF 36" PIPE	LF	1	\$ 16.00
32	HEAVY CLEANING OF 36" PIPE	LF	1	\$ 20.00
33	SPECIALTY CLEANING OF 36" PIPE	LF	1	\$ 35.00
34	LIGHT CLEANING OF 42" PIPE	LF	1	\$ 14.00
35	MEDIUM CLEANING OF 42" PIPE	LF	1	\$ 17.00
36	HEAVY CLEANING OF 42" PIPE	LF	1	\$ 20.00
37	SPECIALTY CLEANING OF 42" PIPE	LF	1	\$ 50.00
38	LIGHT CLEANING OF 48" PIPE	LF	1	\$ 17.00
39	MEDIUM CLEANING OF 48" PIPE	LF	1	\$ 18.00
40	HEAVY CLEANING OF 48" PIPE	LF	1	\$ 22.00
41	SPECIALTY CLEANING OF 48" PIPE	LF	1	\$ 50.00
42	LIGHT CLEANING OF 54" PIPE	LF	1	\$ 18.00
43	MEDIUM CLEANING OF 54" PIPE	LF	1	\$ 20.00
44	HEAVY CLEANING OF 54" PIPE	LF	1	\$ 25.00
45	SPECIALTY CLEANING OF 54" PIPE	LF	1	\$ 55.00
46	LIGHT CLEANING OF 60" PIPE	LF	1	\$ 18.00
47	MEDIUM CLEANING OF 60" PIPE	LF	1	\$ 22.00
48	HEAVY CLEANING OF 60" PIPE	LF	1	\$ 30.00
49	SPECIALTY CLEANING OF 60" PIPE	LF	1	\$ 55.00
50	LIGHT CLEANING OF 66" PIPE	LF	1	\$ 20.00
51	MEDIUM CLEANING OF 66" PIPE	LF	1	\$ 25.00
52	HEAVY CLEANING OF 66" PIPE	LF	1	\$ 35.00

90	LIGHT CLEANING OF 30" PIPE	LF	1	\$	8.00
91	MEDIUM CLEANING OF 30" PIPE	LF	1	\$	10.00
92	HEAVY CLEANING OF 30" PIPE	LF	1	\$	16.00
93	SPECIALTY CLEANING OF 30" PIPE	LF	1	\$	30.00
94	LIGHT CLEANING OF 36" PIPE	LF	1	\$	9.00
95	MEDIUM CLEANING OF 36" PIPE	LF	1	\$	12.00
96	HEAVY CLEANING OF 36" PIPE	LF	1	\$	15.00
97	SPECIALTY CLEANING OF 36" PIPE	LF	1	\$	35.00
99	LIGHT CLEANING OF 42" PIPE	LF	1	\$	9.00
99	MEDIUM CLEANING OF 42" PIPE	LF	1	\$	12.00
100	HEAVY CLEANING OF 42" PIPE	LF	1	\$	15.00
101	SPECIALTY CLEANING OF 42" PIPE	LF	1	\$	50.00
102	LIGHT CLEANING OF 48" PIPE	LF	1	\$	12.00
103	MEDIUM CLEANING OF 48" PIPE	LF	1	\$	15.00
104	HEAVY CLEANING OF 48" PIPE	LF	1	\$	18.00
105	SPECIALTY CLEANING OF 48" PIPE	LF	1	\$	55.00
106	LIGHT CLEANING OF 54" PIPE	LF	1	\$	12.00
107	MEDIUM CLEANING OF 54" PIPE	LF	1	\$	15.00
108	HEAVY CLEANING OF 54" PIPE	LF	1	\$	20.00
109	SPECIALTY CLEANING OF 54" PIPE	LF	1	\$	65.00
110	LIGHT CLEANING OF 60" PIPE	LF	1	\$	15.00
111	MEDIUM CLEANING OF 60" PIPE	LF	1	\$	17.00
112	HEAVY CLEANING OF 60" PIPE	LF	1	\$	22.00
113	SPECIALTY CLEANING OF 60" PIPE	LF	1	\$	75.00
114	LIGHT CLEANING OF 66" PIPE	LF	1	\$	16.00
115	MEDIUM CLEANING OF 66" PIPE	LF	1	\$	24.00
116	HEAVY CLEANING OF 66" PIPE	LF	1	\$	28.00
117	SPECIALTY CLEANING OF 66" PIPE	LF	1	\$	75.00
118	LIGHT CLEANING OF 72" PIPE	LF	1	\$	18.00
119	MEDIUM CLEANING OF 72" PIPE	LF	1	\$	25.00
120	HEAVY CLEANING OF 72" PIPE	LF	1	\$	30.00
121	SPECIALTY CLEANING OF 72" PIPE	LF	1	\$	75.00
122	LIGHT CLEANING OF 84" PIPE	LF	1	\$	20.00
123	MEDIUM CLEANING OF 84" PIPE	LF	1	\$	28.00
124	HEAVY CLEANING OF 84" PIPE	LF	1	\$	32.00
125	SPECIALTY CLEANING OF 84" PIPE	LF	1	\$	85.00
126	LIGHT CLEANING OF 90" PIPE	LF	1	\$	22.00
127	MEDIUM CLEANING OF 90" PIPE	LF	1	\$	30.00
128	HEAVY CLEANING OF 90" PIPE	LF	1	\$	35.00
129	SPECIALTY CLEANING OF 90" PIPE	LF	1	\$	90.00
130	LIGHT CLEANING OF 96" PIPE	LF	1	\$	25.00

168	HEAVY CLEANING OF 48" PIPE	LF	1	\$	18.00
169	SPECIALTY CLEANING OF 48" PIPE	LF	1	\$	55.00
170	LIGHT CLEANING OF 54" PIPE	LF	1	\$	12.00
171	MEDIUM CLEANING OF 54" PIPE	LF	1	\$	15.00
172	HEAVY CLEANING OF 54" PIPE	LF	1	\$	20.00
173	SPECIALTY CLEANING OF 54" PIPE	LF	1	\$	65.00
174	LIGHT CLEANING OF 60" PIPE	LF	1	\$	15.00
175	MEDIUM CLEANING OF 60" PIPE	LF	1	\$	17.00
176	HEAVY CLEANING OF 60" PIPE	LF	1	\$	22.00
177	SPECIALTY CLEANING OF 60" PIPE	LF	1	\$	75.00
178	LIGHT CLEANING OF 66" PIPE	LF	1	\$	16.00
179	MEDIUM CLEANING OF 66" PIPE	LF	1	\$	24.00
180	HEAVY CLEANING OF 66" PIPE	LF	1	\$	28.00
181	SPECIALTY CLEANING OF 66" PIPE	LF	1	\$	75.00
182	LIGHT CLEANING OF 72" PIPE	LF	1	\$	18.00
183	MEDIUM CLEANING OF 72" PIPE	LF	1	\$	25.00
184	HEAVY CLEANING OF 72" PIPE	LF	1	\$	30.00
185	SPECIALTY CLEANING OF 72" PIPE	LF	1	\$	75.00
186	LIGHT CLEANING OF 84" PIPE	LF	1	\$	20.00
187	MEDIUM CLEANING OF 84" PIPE	LF	1	\$	28.00
188	HEAVY CLEANING OF 84" PIPE	LF	1	\$	32.00
189	SPECIALTY CLEANING OF 84" PIPE	LF	1	\$	85.00
190	LIGHT CLEANING OF 90" PIPE	LF	1	\$	22.00
191	MEDIUM CLEANING OF 90" PIPE	LF	1	\$	30.00
192	HEAVY CLEANING OF 90" PIPE	LF	1	\$	35.00
193	SPECIALTY CLEANING OF 90" PIPE	LF	1	\$	90.00
194	LIGHT CLEANING OF 96" PIPE	LF	1	\$	25.00
195	MEDIUM CLEANING OF 96" PIPE	LF	1	\$	35.00
196	HEAVY CLEANING OF 96" PIPE	LF	1	\$	40.00
197	SPECIALTY CLEANING OF 96" PIPE	LF	1	\$	100.00
198	LIGHT CLEANING OF 102" PIPE	LF	1	\$	28.00
199	MEDIUM CLEANING OF 102" PIPE	LF	1	\$	40.00
200	HEAVY CLEANING OF 102" PIPE	LF	1	\$	60.00
201	SPECIALTY CLEANING OF 102" PIPE	LF	1	\$	100.00
202	LIGHT CLEANING OF 108" PIPE	LF	1	\$	30.00
203	MEDIUM CLEANING OF 108" PIPE	LF	1	\$	50.00
204	HEAVY CLEANING OF 108" PIPE	LF	1	\$	80.00
205	SPECIALTY CLEANING OF 108" PIPE	LF	1	\$	100.00

Group 7: Circular Slip Lining or Equivalent Elliptical Circumference

242	CIPP 72" Pipe x 30.4 mm	LF	1	\$ 900.00
243	CIPP 84" Pipe x 35.5 mm	LF	1	\$ 1,300.00
244	CIP 90" Pipe x 37.5 mm	LF	1	\$ 1,500.00
245	CIPP 96" Pipe x 40.6 mm	LF	1	\$ 1,800.00
246	CIPP 102" Pipe x 42 mm	LF	1	\$ 2,000.00
247	CIPP 108 Pipe x 42 mm	LF	1	\$ 2,300.00
Group 9: Open Cut/Headwall Repairs & Other Services				
Item	Description	Unit of Measure	Estimated Quantity	Unit Price
248	Construction Foreman	HOURS	1	No Bid
249	Equipment Operator	HOURS	1	No Bid
250	Laborer	HOURS	1	No Bid
251	Pipe Layer	HOURS	1	No Bid
252	Welding (Above and Below Water)	HOURS	1	No Bid
253	Diving Crew (3 Man Team) Certified	HOURS	1	\$500.00
254	Crane 100 Ton & Below	HOURS	1	No Bid
255	Track or Wheeled Excavator	HOURS	1	No Bid
256	Long Slick Tracked Excavator (60' or Greater)	HOURS	1	No Bid
257	Wheel Loader	HOURS	1	No Bid
258	Backhoe Loader	HOURS	1	No Bid
259	Bulldozer	HOURS	1	No Bid
260	Double Drum Compactor	HOURS	1	No Bid
261	Vibratory Plate Compactor	HOURS	1	No Bid
262	100 CFM Air Compressor with Hammer	HOURS	1	No Bid
263	De-Watering	HOURS	1	No Bid
264	Asphalt Pavement Replacement	TONS	1	No Bid
265	Limerock	TONS	1	No Bid
266	Dirt	TONS	1	No Bid
267	Driveway Restoration	TONS	1	No Bid
268	Mitered Ends	SY	1	No Bid
269	Pressure Grout Injection	JOINTS	1	No Bid
270	Bahia Sod	SQFT	1	\$ 4.00
271	Floratan Sod	SQFT	1	\$ 5.00
272	Rip Rap Rubble 6"-12"	TONS	1	No Bid
273	Rip Rap Bag (80 lb Bags)	EACH	1	No Bid
274	Placement Rip Rap Bags	SQFT	1	No Bid
275	Concrete Pillow Blanket slope protection	SY	1	No Bid
276	Silt Screen Installation & Removal per 100 ft	EACH	1	No Bid
277	Material Mark Up %	PERCENT	1	No Bid



Delegation of Authority Statement of Policy

Policy # FIN-01.007.00AP1	Issued By: Granite Treasury	Page: 9 of 11
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Authority Level Matrix (continued)

Inliner Division DOA						
Transaction Categories	Regional VP	District Managers	Area Managers	Project Managers	Finance Director	Controller
Contract Obligation with Client/Customer (including MSAs) see <i>Note 1</i>	5 million	2 million	1 million	250,000	-	-
Change Order / Contract Addendum	5 million	1 million	500,000	250,000	-	-
Contractual Obligation with Vendor/Supplier for Inventory and Direct Materials	5 million	2 million	1 million	250,000	-	-
Contract Obligation with 3rd party (vendor/consultant) for Indirect Costs	750,000	500,000	500,000	100,000	100,000	-
Non-PO/Non-Contract Invoices	250,000	100,000	100,000	25,000	100,000	50,000
Real Estate Leases see <i>Note 2</i>	250,000	-	-	-	-	-
Expense Reports	20,000	10,000	10,000	5,000	10,000	5,000
Project-related Gross Margin Changes (including LDs)	250,000	50,000	50,000	50,000	50,000	-

Water Resources Division DOA							
Transaction Categories	Vice Presidents / Directors	General Managers	Area Managers	Project Manager III	Business Dev. Managers	Project Managers/ Account Managers	Business Process Manager
Contract Obligation with Client/Customer (including MSAs) see <i>Note 1</i>	2 million	1 million	500,000	500,000	500,000	100,000	-
Change Order / Contract Addendum	2 million	1 million	500,000	500,000	500,000	100,000	-
Contractual Obligation with Vendor/Supplier for Inventory and Direct Materials	500,000	500,000	100,000	100,000	-	50,000	-
Contract Obligation with 3rd party (vendor/consultant) for Indirect Costs	500,000	500,000	100,000	100,000	-	50,000	-
Non-PO/Non-Contract Invoices	100,000	100,000	50,000	50,000	25,000	25,000	25,000
Real Estate Leases see <i>Note 2</i>	-	-	-	-	-	-	-
Expense Reports	15,000	10,000	10,000	10,000	10,000	10,000	5,000
Project-related Gross Margin Changes (including LDs)	50,000	50,000	-	50,000	-	-	-



LEE COUNTY
SOUTHWEST FLORIDA

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS


SOLICITATION NO.: B190178ANB SOLICITATION NAME: Storm Water Drainage Pipe Lining

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: Granite Inliner, LLC

 District Manager 09/09/19
Signature Title Date

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was signed and acknowledged before me this 9th day of September
20 19, by Michael Cannon who has produced

(Print or Type Name)

as identification.

(Type of Identification and Number)


Notary Public Signature

Stephanie Godwin

Printed Name of Notary Public



Stephanie Godwin
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG278164
Expires 11/20/2022

GG278164 / 11-20-2022
Notary Commission Number/Expiration

The signee of this Affidavit guarantees, 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.**

**ARBITRATION/LITIGATION BROUGHT AGAINST LAYNE CHRISTENSEN COMPANY AND ITS SUBSIDIARIES ("LCC") INCLUDING GRANITE INLINER, LLC
WITHIN THE PAST FIVE YEARS RELATING TO A CONSTRUCTION PROJECT
(As of July 2019)**

START DATE	MATTER NAME	DESCRIPTION & CLAIM AMOUNT	VENUE	STATUS
1/22/14	Consultatio Key Biscayne, LLC, et al. v. LCC, et al.	Breach of subcontract; negligence; breach of statutory warranties; fraud and negligent misrepresentation	U.S. District Court, Southern District of Florida 1:14 CV 20559-MGC	8/15 -- Settled
2/27/14	Chief Construction Company v. Travelers Casualty and Surety Company of America (LCC)	Subcontractor action for non-payment	District Court of Buffalo County, NE D09C1130000726	12/14 -- Settled
5/23/14	City of Benkelman, NE v. Baseline Engineering Corp., et al. (LCC)	The City claimed that a water treatment system recommended by its own consultant and installed by Layne is inadequate	U.S. District Court for the District of Nebraska 7:14 -- CV -- 5009-FG3	12/18 -- Settled
8/13/14	Layne Christensen Company v. Hialeah Water, LLP, et al.	Hialeah Water brought a counter-claim for breach of contract	Circuit Court of the 11 th Judicial District for Miami Dade County, FL 14-021170	10/17 -- Settled.
11/11/14	Arizona Water Company v. LCC	Breach of contract, breach of warranty	U.S. District Court of Arizona 214 CV 2489JJTD	7/16 -- Settled
11/18/14	LCC v. Mace Contracting Corp.	Mace filed a counter-claim for breach of contract, alleging Layne supplied non-conforming pipe	Supreme Court of NY, County of Nassau 603373/2014	3/16 -- Settled
12/8/14	Layne Christensen Company v. Hialeah Water, LLP, et al.	Hialeah the project design-build subcontractor brought this counterclaim against Layne for breach of contract	Circuit Court of the 11 th Judicial District for Miami Dade County, FL 17086537	10/17 - Settled
9/3/15	City of Lock Haven v. HRI, Inc., et al. (LCC)	Breach of contract; delay damages	Court of Common Pleas of Clinton County, PA 763-2015	8/17 -- Settled
1/8/16	Town of Littleton v. Layne Heavy Civil, Inc., et al.	Littleton claimed that service line work inspected by their engineer was done improperly or not completed.	Supreme Court of the State of North Carolina	8/18 -- Dismissed upon Layne's MSJ
3/20/16	Patrick Concrete Constructors, Inc. v. LCC	Breach of contract, non-payment, quantum meruit	Supreme Court of New York, Ontario County 113607-2016	Pending
START DATE	MATTER NAME	DESCRIPTION & CLAIM AMOUNT	VENUE	STATUS

3/20/16	Patrick Concrete Constructors, Inc. v. LCC	Layne counter-claim for breach of contract and indemnification	Supreme Court of New York, Ontario County 113607-2016	Pending
5/4/17	Layne Inliner, LLC v. Silver River Solutions, LLC	Breach of contract and indemnification	District Court of Larimer County, CO 2017CV30666	2/19 -- Settled
4/26/19	Layne Heavy Civil, Inc. v. Seacoast Utility Authority (and 3P Carter Verplanck	Breach of contract; breach of covenant of good faith and fair dealing; account stated; violation of Prompt Pay Act; and unjust enrichment Third-party complaint against Carter & Verplanck for indemnity for damages	15 th Judicial District Court for Palm Beach County, FL 88620293	Pending

Form 6-Sub-contractor List



LEE COUNTY

SOUTHWEST FLORIDA

SUB-CONTRACTOR LIST

Sub-contractor Name	Area Of Work	Point Of Contact Or Project Supervisor	Phone Number and Email	Qualified DBE Yes/No	Amount or Percentage of Total
No subs anticipated					

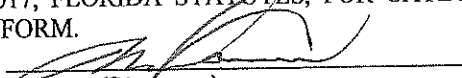
Please include sub-contractors name, area of work (i.e. mechanical, electrical, etc.) and a **valid** phone number and email. Also include the dollar value or percentage that the sub-contractor will be performing. If sub-contractors qualify as DBE and/or W/MBE contractors, please attach a current certificate.

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 ONE ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT 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)

09/09/19

(Date)

STATE OF FLORIDA
COUNTY OF SEMINOLE

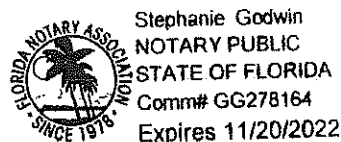
PERSONALLY APPEARED BEFORE ME, the undersigned authority, Michael Cannoin

(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day
of September _____, 2019.


(NOTARY PUBLIC)

My Commission Expires: 11/20/2022



[Florida Department of State](#)

DIVISION OF CORPORATIONS

[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /**Detail by Entity Name**

Foreign Limited Liability Company

GRANITE INLINER, LLC

Filing Information

Document Number M02000001646
FEI/EIN Number 01-0684682
Date Filed 06/21/2002
State IN
Status ACTIVE
Last Event LC NAME CHANGE
Event Date Filed 07/16/2018
Event Effective Date NONE

Principal Address

1800 HUGHES LANDING BOULEVARD
SUITE 800
THE WOODLANDS, TX 77380

Changed: 04/26/2016

Mailing Address

1800 HUGHES LANDING BOULEVARD
SUITE 800
THE WOODLANDS, TX 77380

Changed: 04/26/2016

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Authorized Person(s) Detail**Name & Address**

Title VP

VANGORDER, ROBERT C.
585 WEST BEACH STREET
WATSONVILLE, CA 95076

Title VP

State of Florida

Department of State

I certify from the records of this office that GRANITE INLINER, LLC is an Indiana limited liability company authorized to transact business in the State of Florida, qualified on June 21, 2002.

The document number of this limited liability company is M02000001646.

I further certify that said limited liability company has paid all fees due this office through December 31, 2018, that its most recent annual report was filed on July 27, 2018, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Second day of May, 2019*



Ronald R. Lee
Secretary of State

Tracking Number: 9666485464CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Procurement Management Department
1500 Monroe Street 4th Floor
Fort Myers, FL 33901
Main Line: (239) 533-8881
Fax Line: (239) 485-8383
www.leegov.com/procurement

Posted Date: August 23, 2019

Solicitation No.: B190178ANB

Solicitation Name: Storm Water Drainage Pipe Lining

Subject: Addendum Number 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. **ATTACHMENT: Master Contract Agreement with Exhibits (Pages 36-168)**

2. **QUESTIONS/ANSWERS**

1.	Will you please provide us with the estimated annual budget for the above-mentioned project?
Answer	This is a master contract and not related to a specific project. This contract will be utilized on an as needed basis as projects come up. See article 3 of special conditions for further details.
2.	Would a spray applied geopolymer lining system be approved as an alternative to CIPP and/or Sliplining for pipe that is 36" and above on the Storm Water Drainage Pipe Lining project bidding on 9/10/19?
Answer	A spray applied geopolymer lining system is not approved at this time for this specific contract. Please contact the Lee County Department of Transportation to inquire about having your product utilized on future projects. Bid the line items current listed on the bid schedule.
3.	See attached Master Contract Agreement with Exhibits. These pages were left out of the original solicitation package.



1 Tower Square, Hartford, CT 06183

August 30, 2019

Lee County Board of County Commissioners
1500 Monroe Street 4th Floor
Fort Myers, FL 33901

RE: Storm Water Drainage Pipe Lining, Project NO. B190178ANB

To Whom It May Concern:

The undersigned surety companies are pleased to execute contract bonds for Granite Construction Incorporated and its subsidiaries, including Granite Inliner, LLC. The Principal has been provided with performance, payment, and warranty bonds since 1926. During that time, individual bonds have been underwritten in excess of \$600,000,000, while an aggregate work program well above that amount has been supported. Additionally, participation in joint venture projects has exceeded \$1 billion.

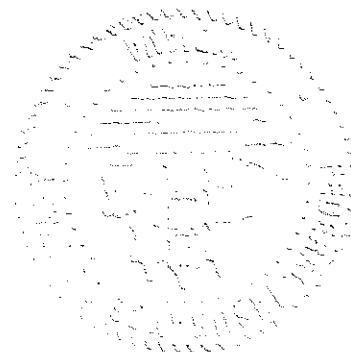
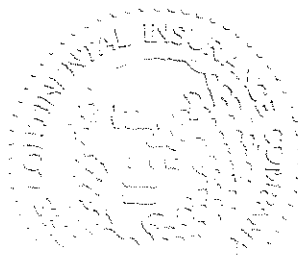
The aggregate bonding capacity is \$5,000,000,000; current available bonding capacity as of August 30, 2019 is approximately \$2,000,000,000. It is the current intent of the sureties to provide 100% performance and payment bonds, subject to acceptable contract terms and conditions and underwriting conditions at the time the bonds are requested by Granite Inliner, LLC. Our consideration and issuance of bonds is a matter solely between Granite Inliner, LLC and ourselves, and we assume no liability to third parties or to you by the issuance of this letter.

We have the utmost confidence in the integrity and ability of Granite Inliner, LLC and consider them to be one of the premier construction companies in the United States. We are pleased to give them our highest recommendation.

Sincerely,

TRAVELERS CASUALTY and SURETY COMPANY of AMERICA, A.M. Best Rating: A++ XV
FEDERAL INSURANCE COMPANY, A.M. Best Rating: A++ XV
THE CONTINENTAL INSURANCE COMPANY, A.M. Best Rating: A XV

Isabel Barron
Attorney in Fact



TRAVELERS

**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Isabel Barron** of **WATSONVILLE, California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By:

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this August 30, 2019



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3850.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

John D Gilliland, Jigisha Desai, Kathleen Schreckengost, Ashley Stinson, Tobi Stonich, Isabel Barron, Individually

of Watsonville, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 1st day of August, 2017.



The Continental Insurance Company

Paul T. Bruflat

Paul T. Bruflat

Vice President

State of South Dakota, County of Minnehaha, ss:

On this 1st day of August, 2017, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires June 23, 2021

J. Mohr

J. Mohr

Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this August 30, 2019



The Continental Insurance Company

D. Johnson

D. Johnson

Assistant Secretary

EXHIBIT F
PUBLIC CONSTRUCTION PERFORMANCE AND PAYMENT BOND

By this bond, we [Name of Contractor], as **Principal**, and [Name of Surety], as **Surety**, are bound to **Lee County Board of County Commissioners**, a political subdivision of the State of Florida, herein called **Owner**, in the sum of **[Total Contract Price]**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND IS that is that if Principal:

1. Performs this contract dated _____, 20____, between Principal and Owner for construction of improvements known as **[Name of Project]** located at **[Street Address or Legal Description]**, under Lee County Solicitation No. [Solicitation number], the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05 (1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

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

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

	OWNER	PRINCIPAL	SURETY
NAME	Lee County Board of County Commissioners	[Name of Contractor]	[Name of Surety]
ADDRESS	2115 Second St. Fort Myers, FL 33901	[Principal Business Address of Contractor]	[Principal Business Address of Surety]
PHONE NUMBER	239-533-2221	[Principal Business Phone of Contractor]	[Principal Business Phone of Surety]

 [Name of Contractor]

DATED THIS _____ DAY

EXHIBIT G
STANDARD SPECIFICATIONS

The Standard Specifications comprise Divisions I, II and III as noted below:

1. Division I General Requirements and Covenants, Sections 1-9 as included herein.
2. Division II-Construction Details and Division III-Materials refer to the January, 2019 edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, available at the following link:

<http://www.fdot.gov/programmanagement/Implemented/SpecBooks/>

IPCEA	Insulated Power Cable Engineers Association
ISO	International Organization for Standards
MASH	AASHTO Manual for Assessing Safety Hardware
MUTCD	Manual on Uniform Traffic Control Devices
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NIST	National Institute for Standards and Technology
NOAA	National Oceanic and Atmospheric Administration
OSHA	Occupational Safety and Health Administration
SAE	Society of Automotive Engineers
SI	International System of Units
SSPC	Society of Protective Coatings
UL	Underwriters' Laboratories

Each of the above abbreviations, when followed by a number or letter designation, or combination of numbers and letters, designates a specification, test method, or other code or recommendation of the particular authority or organization shown.

Use standards, specifications, test methods, or other codes as specified in the current edition at the time of the bid opening.

1-3 Definitions.

The following terms, when used in the Contract Documents, have the meaning described

Advertisement.

The public announcement, as required by law, inviting bids for work to be performed or materials to be furnished, usually issued as "Notice to Contractors," or "Notice to Bidders."

Article.

The numbered prime subdivision of a Section of these Specifications.

Bidder.

An individual, firm, or corporation submitting a proposal for the proposed work.

Bridge.

A structure, including supports, erected over a depression or over an obstruction such as water, highway or railway, or for elevated roadway, for carrying traffic or other moving loads, and having a length, measured along the center of the roadway, of more than 20 feet between the inside faces of end supports. A multiple-span box culvert is considered a bridge, where the length between the extreme ends of the openings exceeds 20 feet.

Calendar day.

Every day shown on the calendar, ending and beginning at midnight.

Chair.

The Chairman of the Lee County Board of County Commissioners.

Change Order.

See definition for Supplemental Agreement.

Construction Engineering and Inspection (CEI) Consultant.

The consultant contracted by the Department for professional services during the construction phase of the project, or a qualified person in the firm's employ authorized as his official representative. In the absence of such a contract, the duties of the CEI Consultant will be fulfilled by

if the individual meets the Professional Engineer experience requirements set forth within the individual work groups in Chapter 14-75, Rules of the Department of Transportation, Florida Administrative Code. Department-approved Specialty Engineers are listed on the State Construction Website. Department-approved Specialty Engineers will not be authorized to perform redesigns or Cost Savings Initiative Proposal designs of items fully detailed in the Plans.

Controlling Work Items.

The activity or work item on the critical path having the least amount of total float. The controlling item of work will also be referred to as a Critical Activity.

County.

The Board of County Commissioners of Lee County, Florida, as Owner.

Culverts.

Any structure not classified as a bridge that provides an opening under the roadway.

Delay.

Any unanticipated event, action, force or factor which extends the Contractor's time of performance of any controlling work item under the Contract. The term "delay" is intended to cover all such events, actions, forces or factors, whether styled "delay", "disruption", "interference", "impedance", "hindrance", or otherwise, which are beyond the control of and not caused by the Contractor, or the Contractor's subcontractors, materialmen, suppliers or other agents. This term does not include "extra work".

Department.

As used in Divisions II and III of the Standard Specifications, the Department shall mean the County.

Department Project Manager.

An employee of Lee County designated by the Director as the representative of the Board of County Commissioners in matters concerning the project. The Department Project Manager will act in the role of the CEI Consultant in the absence of a contract with a third party consultant. The Department Project Manager is not authorized to issue changes to the Contract Amount, Contract Time, or Scope of Work without the express approval by the Director, County Manager, and/or Board of County Commissioners as may be applicable.

Developmental Specification.

See definition for Specifications.

Director.

The Director of the Lee County Department of Transportation, acting directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them. Note: In order to avoid cumbersome and confusing repetition of expressions in these Specifications, it is provided that whenever anything is, or is to be done, if, as, or, when, or where "acceptable, accepted, approval, approved, authorized, condemned, considered necessary, contemplated, deemed necessary, designated, determined, directed, disapproved, established, given, indicated, insufficient, ordered, permitted, rejected, required, reserved, satisfactory, specified, sufficient, suitable, suspended, unacceptable, or unsatisfactory," it shall be understood as if the expression were followed by the words "by the Director," "to the Director," or "of the Director."

Engineer.

As used in Divisions II and III of the Standard Specifications, the Engineer shall mean the Director.

Any and all applicable laws rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

Major Item of Work.

Any item of work having an original Contract value in excess of 5% of the original Contract amount.

Materials.

Any substances to be incorporated in the work under the Contract.

Median.

The portion of a divided highway or street separating the traveled ways for traffic moving in opposite directions.

Plans.

The approved Plans, including reproductions thereof, showing the location, character, dimensions, and details of the work.

Project.

The entire undertaking of the County, identified by County as indicated in the Exhibits of the Contract, of which the Work to be provided under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

Project Number.

The Lee County project number as listed in the Advertisement.

Proposal (Bid, Bid Proposal).

The offer of a bidder, on the prescribed form, to perform the work and to furnish the labor and materials at the prices quoted.

Proposal Form.

The official form on which the Department requires formal bids to be prepared and submitted for the work.

Proposal Guaranty

The security furnished by the bidder as guaranty that the bidder will enter into the Contract for the work if the Department accepts the proposal.

Right-of-Way.

The land that the Department has title to, or right of use, for the road and its structures and appurtenances, and for material pits furnished by the Department.

Roadbed.

The portion of the roadway occupied by the subgrade and shoulders.

Roadway.

The portion of a highway within the limits of construction.

Secretary.

As used in Divisions II and III of the Standard Specifications, the Secretary shall mean the Chair.

Section.

A numbered prime division of these Specifications.

Site.

The real property or other areas designated in the Contract Documents as being furnished by County for the performance of the Work, storage, or access.

State.

State of Florida.

Subarticle.

A headed and numbered subdivision of an Article of a Section of these Specifications.

Subgrade.

The portion of the roadbed immediately below the base course or pavement, including below the curb and gutter, valley gutter, shoulder and driveway pavement. The subgrade limits ordinarily include those portions of the roadbed shown in the Plans to be constructed to a design bearing value or to be otherwise specially treated. Where no limits are shown in the Plans, the subgrade section extends to a depth of 12 inches below the bottom of the base or pavement and outward to 6 inches beyond the base, pavement, or curb and gutter.

Substructure.

All of that part of a bridge structure below the bridge seats, including the parapets, backwalls, and wingwalls of abutments.

Superintendent.

The Contractor's authorized representative in responsible charge of the work.

Superstructure.

The entire bridge structure above the substructure, including anchorage and anchor bolts, but excluding the parapets, backwalls, and wingwalls of abutments.

Supplemental Agreement

A written agreement between the Contractor and the Department, modifying the Contract within the limitations set forth in these Specifications, may also be referred to as a Change Order.

Supplemental Specifications

See definition for Specifications.

Surety.

The corporate body that is bound by the Contract Bond with and for the Contractor and responsible for the performance of the Contract and for payment of all legal debts pertaining thereto.

Technical Special Provisions.

See definition for Specifications.

Traveled Way.

The portion of the roadway providing for the movement of vehicles, exclusive of shoulders and auxiliary lanes.

Unilateral Payment.

A payment of money made to the Contractor by the Department for sums the Department determines to be due to the Contractor for work performed on the project, and whereby the Contractor by acceptance of such payment does not waive any rights the Contractor may otherwise have against the Department for payment of any additional sums the Contractor claims are due for the work.

Work.

All labor, materials and incidentals required to execute and complete the requirements of the Contract including superintendence, use of equipment and tools, and all services and responsibilities prescribed or implied.

Work Order.

A written agreement between the Contractor and the Department modifying the Contract within the limitations set forth in these Specifications. Funds for this agreement are drawn against the Initial Contingency Pay Item or a Contingency Supplemental Agreement.

SECTION 2 PROPOSAL REQUIREMENTS AND CONDITIONS

2-1 Reserved

2-2 Reserved

2-3 Interpretation of Estimated Quantities.

2-3.1 Lump Sum Contracts: The Contractor is responsible for the determination of the quantities for those items constructed within the authorized plan limits or dimensions.

The County does not assume any responsibility for any incidental information in bid documents that may be construed as a quantity of work and/or materials.

2-3.2 Contracts other than Lump Sum: For those items constructed within authorized plan limits or dimensions, use the quantities shown in the Plans and in the Proposal Form as the basis of the bid. The County will also use these quantities for final payment as limited by the provisions for the individual items. For those items having variable final pay quantities that are dependent on actual field conditions, use and measurement, the quantities shown in the Plans and in the Proposal Form are approximate and provide only a basis for calculating the bid upon which the County will award the Contract. Where items are listed for payment as lump sum units and the Plans show estimates of component quantities, the County is responsible for the accuracy of those quantities limited to the provisions of 9-3.3. Where items are listed for payment as lump sum units and the Plans do not show estimates of component quantities, the Contractor is solely responsible for their own estimates of such quantities.

The County may increase, decrease, or omit the estimated quantities of work to be done or materials to be furnished.

2-4 Examination of Plans, Specifications, Special Provisions and Site of Work.

The Contractor is responsible for examining the Contract Documents and the site of the proposed Work carefully before submitting a Proposal for the Work contemplated. Contractor shall investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements of all Contract Documents.

The County does not guarantee the details pertaining to borings, as shown in the Plans, to be more than a general indication of the materials likely to be found adjacent to holes bored at the site of the work, approximately at the locations indicated. The Contractor shall examine boring data, where available, and make their own interpretation of the subsoil investigations and other preliminary data, and shall base their bid solely on their own opinion of the conditions likely to be encountered.

The Contractor's submission of a Proposal is prima facie evidence that the Contractor has made an examination as described in this Article.

2-5 Reserved

2-6 Reserved

SECTION 3

RESERVED

notice of intent to claim or preliminary time extension request pursuant to 5-12.2 and 8-7.3.2, submit to the County a request for equitable adjustment of compensation or time or other dispute resolution proposal. The Contractor shall in any request for equitable adjustment of compensation, time, or other dispute resolution proposal certify under oath and in writing, in accordance with the formalities required by Florida law, that the request is made in good faith, that any supportive data submitted is accurate and complete to the Contractor's best knowledge and belief, and that the amount of the request accurately reflects what the Contractor in good faith believes to be the County's responsibility. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor. Any such certified statements of entitlement and costs shall be subject to the audit provisions set forth in 5-12.14. While the submittal or review of a duly certified request for equitable adjustment shall neither create, modify, nor activate any legal rights or obligations as to the Contractor or the County, the County will review the content of any duly certified request for equitable adjustment or other dispute resolution proposal, with any further action or inaction by the County thereafter being in its sole discretion. Any request for equitable adjustment that fails to fully comply with the certification requirements will not be reviewed by the County.

The monetary compensation provided for below constitutes full and complete payment for such additional work and the Contractor shall have no right to any additional monetary compensation for any direct or indirect costs or profit for any such additional work beyond that expressly provided below. The Contractor shall be entitled to a time extension only to the extent that the performance of any portion of the additional work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. All time related costs for actual performance of such additional work are included in the compensation already provided below and any time extension entitlement hereunder will be without additional monetary compensation. The Contractor shall have no right to any monetary compensation or damages whatsoever for any direct or indirect delay to a controlling work item arising out of or in any way related to the circumstances leading up to or resulting from additional work (but not relating to the actual performance of the additional work, which is paid for as otherwise provided herein), except only as provided for under 5-12.6.2.1.

4-3.2.1 Allowable Costs for Extra Work: The Director may direct in writing that extra work be done and, at the Director's sole discretion, the Contractor will be paid pursuant to an agreed Supplemental Agreement or in the following manner:

1. Labor and Burden: The Contractor will receive payment for actual costs of direct labor and burden for the additional or unforeseen work. Labor includes foremen actually engaged in the work; and will not include project supervisory personnel nor necessary on-site clerical staff, except when the additional or unforeseen work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. Compensation for project supervisory personnel, but in no case higher than a Project Manager's position, shall only be for the pro-rata time such supervisory personnel spent on the contract. In no case shall an officer or director of the Company, nor those persons who own more than 1% of the Company, be considered as project supervisory personnel, direct labor or foremen hereunder.

Payment for burden shall be limited solely to the following:

Table 4-3.2.1

all projects, the Director will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the Blue Book.

Allowable Equipment Rates will be established as set out below:

- a. Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%.
- b. Allowable Hourly Operating Cost = Hourly Operating Cost x 100%.
- c. Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost.
- d. Standby Rate = Allowable Hourly Equipment Rate x 50%.

The Monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the Director to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered work days on the project.

The County will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, the County will pay for the time to perform this work at the rate for standby equipment.

Equipment may include vehicles utilized only by Labor, as defined above.

4. Indirect Costs, Expenses, and Profit: Compensation for all indirect costs, expenses, and profit of the Contractor, including but not limited to overhead of any kind, whether jobsite, field office, division office, regional office, home office, or otherwise, is expressly limited to the greater of either (a) or (b) below:

a. Solely a mark-up of 17.5% on the payments in (1) through (3), above.

1. Bond: The Contractor will receive compensation for any premium for acquiring a bond for such additional or unforeseen work at the original Contract bond rate paid by the Contractor. No compensation for bond premium will be allowed for additional or unforeseen work paid by the County via initial contingency pay item.

2. The Contractor will be allowed a markup of 10% on the first \$50,000 and a markup of 5% on any amount over \$50,000 on any subcontract directly related to the additional or unforeseen work. Any such subcontractor mark-up will be allowed only by the prime Contractor and a first tier subcontractor, and the Contractor must elect the markup for any eligible first tier subcontractor to do so.

b. Solely the formula set forth below and only as applied solely as to such number of calendar days of entitlement that are in excess of ten cumulative calendar days as defined below.

$$D = \frac{A \times C}{B}$$

Where A = Original Contract Amount
B = Original Contract Time

that the subcontractor has actually submitted and paid for separate bond premiums for such additional or unforeseen work in such amount and that the subcontractor was required by the Contractor to acquire a bond.

The Contractor shall require the subcontractor to submit a certification, in accordance with 4-3.2.1 (1), as part of the cost proposal and submit such to the Director. Such certification must be made by an officer or director of the subcontractor with authority to bind the subcontractor. Timely certification is a condition precedent to any right of the Contractor to recover compensation for such subcontractor costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such subcontractor costs.

4-3.3 No Waiver of Contract: Changes made by the Director will not be considered to waive any of the provisions of the Contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes, or by reason of any variation between the approximate quantities and the quantities of work actually performed. All work shall be performed as directed by the Director and in accordance with the Contract Documents.

4-3.4 Conditions Requiring a Supplemental Agreement or Unilateral Payment: A Supplemental Agreement or Unilateral Payment will be used to clarify the Plans and Specifications of the Contract; to provide for unforeseen work, grade changes, or alterations in the Plans which could not reasonably have been contemplated or foreseen in the original Plans and Specifications; to change the limits of construction to meet field conditions; to provide a safe and functional connection to an existing pavement; to settle documented Contract claims; to make the project functionally operational in accordance with the intent of the original Contract and subsequent amendments thereto.

A Supplemental Agreement or Unilateral Payment may be used to expand the physical limits of the project only to the extent necessary to make the project functionally operational in accordance with the intent of the original Contract. The cost of any such agreement extending the physical limits of the project shall not exceed \$100,000 or 10% of the original Contract price, whichever is greater.

Except for Work included within a Field Directive Change Order, perform no work to be covered by a Supplemental Agreement or Unilateral Payment before written authorization is received from the Director. The Director's written authorization will set forth sufficient work information to allow the work to begin. The work activities, terms and conditions will be reduced to written Supplemental Agreement or Unilateral Payment form promptly thereafter. No payment will be made on a Supplemental Agreement or Unilateral Payment prior to the County's approval of the document.

4-3.5 Extra Work: Extra work authorized in writing by the Director will be paid in accordance with the formula in 4-3.2. Such payment will be the full extent of all monetary compensation entitlement due to the Contractor for such extra work. Any entitlement to a time extension due to extra work will be limited solely to that provided for in 4-3.2 for additional work.

4-3.6 Connections to Existing Pavement, Drives and Walks: Generally adhere to the limits of construction at the beginning and end of the project as detailed in the Plans. However, if the Director determines that it is necessary to extend the construction in order to make suitable connections to existing pavement, the Director will authorize such a change in writing.

For necessary connections to existing walks and drives that are not indicated in the Plans, the Director will submit direction regarding the proper connections in accordance with the Standard Plans.

implementing an approved Proposal, the Contractor shall remain obligated to perform the work in accordance with the terms of the existing Contract. The County may grant time extensions to allow for the time required to develop and review a Proposal.

4. For potential Proposals not discussed at the Cost Savings Initiative Workshop, a mandatory concept meeting will be held for the Contractor and County to discuss the potential Proposal prior to development of the Proposal.

4-3.9.2 Subcontractors: The County encourages the Contractor to include the provisions of this Subarticle in Contracts with subcontractors and to encourage submission of Proposals from subcontractors. However, it is not mandatory to submit Proposals to the County or to accept or transmit subcontractor proposed Proposals to the County.

4-3.9.3 Data Requirements: As a minimum, submit the following information with each Proposal:

1. a description of the difference between the existing Contract requirement, including any time extension request, and the proposed change, and the comparative advantages and disadvantages.

2. separate detailed cost estimates for both the existing Contract requirement and the proposed change. Break down the cost estimates by pay item numbers indicating quantity increases or decreases and deleted pay items. Identify additional proposed work not covered by pay items within the Contract, by using pay item numbers in the Basis of Estimates Manual. In preparing the estimates, include overhead, profit, and bond within pay items in the Contract. Separate pay item(s) for the cost of overhead, profit, and bond will not be allowed.

3. an itemization of the changes, deletions or additions to Plan details, plan sheets, Standard Plans and Specifications that are required to implement the Proposal if the County adopts it. Submit preliminary plan drawings sufficient to describe the proposed changes.

4. engineering or other analysis in sufficient detail to identify and describe specific features of the Contract that must be changed if the County accepts the Proposal with a proposal as to how these changes can be accomplished and an assessment of their effect on other project elements. The County may require that engineering analyses be performed by a prequalified consultant in the applicable class of work. Support all design changes that result from the Proposal with drawings and computations signed and sealed by the Contractor's Engineer of Record. Written documentation or drawings will be submitted clearly delineating the responsibility of the Contractor's Engineer of Record.

5. the date by which the County must approve the Proposal to obtain the total estimated cost reduction during the remainder of the Contract, noting any effect on the Contract completion time or delivery schedule.

6. a revised project schedule that would be followed upon approval of the Proposal. This schedule would include submittal dates and review time for the County and Peer reviews.

4-3.9.4 Processing Procedures: Submit Proposals to the Director or his duly authorized representative. The County will process Proposals expeditiously; however, the County is not liable for any delay in acting upon a Proposal submitted pursuant to this Subarticle. The Contractor may withdraw, in whole or in part, a Proposal not accepted by the County within the period specified in the Proposal. The County is not liable for any Proposal development cost in the case where the County rejects or the Contractor withdraws a Proposal.

The Director is the sole judge of the acceptability of a Proposal and of the estimated net savings in construction costs from the adoption of all or any part of such proposal. In

documented engineering costs will be paid by the County. Engineering costs will be based on the consultant's certified invoice and may include the costs of the Independent Review Engineer in 4-3.9.6. The total engineering costs to be subtracted from the savings to determine the net reduction will be limited to 25% of the construction savings and shall not include any markup by the Contractor or the costs for engineering services performed by the Contractor.

4-3.9.8 Notice of Intellectual Property Interests and County's Future Rights to a Proposal:

4-3.9.8.1 Notice of Intellectual Property Interests: The Contractor's Proposal submittal shall identify with specificity any and all forms of intellectual property rights that either the Contractor or any officer, shareholder, employee, consultant, or affiliate, of the Contractor, or any other entity who contributed in any measure to the substance of the Contractor's Proposal development, have or may have that are in whole or in part implicated in the Proposal. Such required intellectual property rights notice includes, but is not limited to, disclosure of any issued patents, copyrights, or licenses; pending patent, copyright or license applications; and any intellectual property rights that though not yet issued, applied for or intended to be pursued, could nevertheless otherwise be subsequently the subject of patent, copyright or license protection by the Contractor or others in the future. This notice requirement does not extend to intellectual property rights as to stand-alone or integral components of the Proposal that are already on FDOT's Approved Product List (APL) or Standard Plans, or are otherwise generally known in the industry as being subject to patent or copyright protection.

4-3.9.8.2 County's Future Rights to a Proposal: Notwithstanding 7-3 nor any other provision of the Standard Specifications, upon acceptance of a Proposal, the Contractor hereby grants to the County and its contractors (such grant being expressly limited solely to any and all existing or future County construction projects and any other County projects that are partially or wholly funded by or for the County) a royalty-free and perpetual license under all forms of intellectual property rights to manufacture, to use, to design, to construct, to disclose, to reproduce, to prepare and fully utilize derivative works, to distribute, display and publish, in whole or in part, and to permit others to do any of the above, and to otherwise in any manner and for any purpose whatsoever do anything reasonably necessary to fully utilize any and all aspects of such Proposal on any and all existing and future construction projects and any other County projects.

Contractor shall hold harmless, indemnify and defend the County and its contractors and others in privity therewith from and against any and all claims, liabilities, other obligations or losses, and reasonable expenses related thereto (including reasonable attorneys' fees), which are incurred or are suffered by any breach of the foregoing grants, and regardless of whether such intellectual property rights were or were not disclosed by the Contractor pursuant to 4-3.9.8.1, unless the County has by express written exception in the Proposal acceptance process specifically released the Contractor from such obligation to hold harmless, indemnify and defend as to one or more disclosed intellectual property rights.

4-4 Unforeseeable Work.

When the County requires work that is not covered by a price in the Contract and such work does not constitute a "Significant Change" as defined in 4-3.1, and the County finds that such work is essential to the satisfactory completion of the Contract within its intended scope, the County will make an adjustment to the Contract. The Director will determine the basis of payment for such an adjustment in a fair and equitable amount.

SECTION 5 CONTROL OF THE WORK

5-1 Plans and Working Drawings.

5-1.1 Contract Documents: Have available the Contract Documents on the worksite at all times.

5-1.2 County Plans: Plans consist of general drawings showing such details as are necessary to give a comprehensive idea of the construction contemplated. In general, roadway plans will show alignment, profile grades, typical cross-sections and general cross-sections. In general, structure plans will show in detail all dimensions of the work contemplated. When the structure plans do not show the dimensions in detail, they will show general features and such details as are necessary to give a comprehensive idea of the structure.

Grades shown are finished grades, and B.M. Datum is North American Vertical Datum 1988 (NAVD-1988), National Geodetic Vertical Datum of 1929 (NGVD-1929), or other datum as noted in the Plans.

5-1.3 Alterations in Plans: The County will issue, in writing, all authorized alterations affecting the requirements and information given on the approved Plans.

5-1.4 Shop Drawings:

5-1.4.1. Definitions:

1. Shop Drawings: All working, shop and erection drawings, associated trade literature, calculations, schedules, manuals and similar documents submitted by the Contractor to define some portion of the project work. The type of work includes both permanent and temporary works as appropriate to the project.

2. Permanent Works: All the permanent structures and parts thereof required of the completed Contract.

3. Temporary Works: Any temporary construction work necessary for the construction of the permanent works. This includes but is not limited to bracing, falsework, formwork, scaffolding, shoring, temporary earthworks, sheeting, cofferdams, and special erection equipment.

4. Construction Affecting Public Safety: Construction that may jeopardize public safety such as structures spanning functioning vehicular roadways, pedestrian walkways, railroads, navigation channels of navigable waterways and walls or other structure foundations located in embankments immediately adjacent to functioning roadways. It does not apply to those areas of the site under the Contractor's control and outside the limits of normal public access.

5. Major and Unusual Structures: Bridges of complex geometry and/or complex design. Generally, this includes the following types of structures:

- a. Bridges with an individual span longer than 300 feet.
- b. Structurally continuous superstructures with spans over 150 feet.
- c. Steel box and plate girder bridges.
- d. Steel truss bridges.
- e. Concrete segmental and longitudinally post-tensioned continuous girder bridges.
- f. Cable stayed or suspension bridges.
- g. Arch bridges.
- h. Tunnels.

5-1.4.3 Schedule of Submittals: Prepare and submit a schedule of submittals that identifies the work for which shop drawings apply. For each planned submittal, define the type, and approximate number of drawings or other documents that are included and the planned submittal date, considering the processing requirements herein. Submit the schedule of submittals to the CEI Consultant within 60 days of the start of the Contract, and prior to the submission of any shop drawings.

Coordinate subsequent submittals with construction schedules to allow sufficient time for review, approval, and re-submittal as necessary.

5-1.4.4 Style, Numbering, and Material of Submittals:

5-1.4.4.1 Drawings: Submit all shop drawings that are necessary to complete the structure in compliance with the design shown in the Plans. Prepare all shop drawings using the same units of measure as those used in the Contract Plans. Consecutively number each sheet in the submittal series, and indicate the total number in the series (i.e., 1 of 12, 2 of 12 . . . 12 of 12). Include on each sheet the following items as a minimum requirement: the complete Project Number, Financial Project Identification Number (if applicable), Bridge Number(s), drawing title and number, a title block showing the names of the fabricator or producer and the Contractor for which the work is being done, the initials of the person(s) responsible for the drawing, the date on which the drawing was prepared, the location of the item(s) within the project, the Contractor's approval stamp with date and initials, and, when applicable, the documents shall be signed and sealed by the Specialty Engineer or Contractor's Engineer of Record, as appropriate. A re-submittal will be requested when any of the required information is not included.

Shop drawings shall be submitted in Portable Document Format (PDF) files, formatted on 11 inch by 17 inch sheets.

5-1.4.4.2 Other Documents: Submit PDF files of other documents such as trade literature, catalogue information, calculations, and manuals formatted on sheets no larger than 11 inch by 17 inches. Clearly label and number each sheet in the submittal to indicate the total number of sheets in the series (i.e., 1 of 12, 2 of 12 . . . 12 of 12).

Prepare all documents using the same units of measure as the Contract Plans and include a Table of Contents cover sheet. List on the cover sheet the total number of pages and appendices, and include the complete Project Number, Financial Project Identification Number (if applicable), a title referencing the submittal item(s), the name of the firm and person(s) responsible for the preparation of the document, the Contractor's approval stamp with date and initials, and, when applicable, the documents shall be signed and sealed by the Specialty Engineer or Contractor's Engineer of Record, as appropriate.

Submit appropriately prepared and checked calculations and manuals that clearly outline the design criteria. Include on the internal sheets the complete Financial Project Identification Number and the initials of the person(s) responsible for preparing and checking the document.

Clearly label trade literature and catalogue information on the front cover with the title, Financial Project Identification Number, date and name of the firm and person(s) responsible for that document.

5-1.4.5 Submittal Paths:

5-1.4.5.1 General: Shop drawings are not required for prequalified items. For non-prequalified items, details of the submittal path and protocol to be followed will be established by the CEI Consultant and communicated at the preconstruction conference. Shop

For Construction Affecting Public Safety, when temporary bracing requirements are shown in the Plans, submit plans and calculations signed and sealed by a Specialty Engineer for the design of temporary bracing members and connections based on the forces shown in the Plans. In addition, submit a written certification that construction loads do not exceed the assumed loads shown in the Plans.

For Construction Affecting Public Safety, when temporary bracing requirements are not shown in the Plans or an alternate temporary bracing system is proposed, submit plans and calculations signed and sealed by a Specialty Engineer including the stability analysis and design of temporary bracing members and connections.

5-1.4.5.8 Erection Plan: Submit, for the Director's review, an Erection Plan that meets the specific requirements of Sections 450, 452 and 460 and this section. Refer to Standard Plans, Index-102- 600 for construction activities not permitted over traffic.

5-1.4.5.9 Other Miscellaneous Design and Structural Details Furnished by the Contractor in Compliance with the Contract: Submit to the CEI Consultant shop drawings and the applicable calculations. The shop drawings and applicable calculations must be signed and sealed by the Specialty Engineer. Submit in accordance with the requirements of 5-1.4.5.1 through 5-1.4.5.3, as appropriate.

5-1.4.5.10 Project Shop Drawing Package: Upon completion of the work, but prior to authorization of final payment, the Contractor shall furnish the Director one complete, indexed and cataloged PDF file containing all of the Contractors, Subcontractors, and manufacturers shop drawings and catalog data as finally checked and reviewed by the Director with all modifications accepted by the Director subsequent thereto, showing the work as actually completed.

5-1.4.6 Processing of Shop Drawings:

5-1.4.6.1 Contractor Responsibility for Accuracy and Coordination of Shop Drawings: Coordinate, schedule, and control all submittals, with a regard for the required priority, including those of the various subcontractors, suppliers, and engineers, to provide for an orderly and balanced distribution of the work.

Coordinate, review, date, stamp, approve and sign all shop drawings prepared by the Contractor or agents (subcontractor, fabricator, supplier, etc.) prior to submitting them to the CEI Consultant. Submittal of the drawings confirms verification of the work requirements, units of measurement, field measurements, construction criteria, sequence of assembly and erection, access and clearances, catalog numbers, and other similar data. Indicate on each series of drawings the specification section and sheet or drawing number of the Contract Plans to which the submission applies. Indicate on the shop drawings all deviations from the Contract drawings and itemize all deviations in the letter of transmittal. Likewise, whenever a submittal does not deviate from the Contract Plans, clearly state so in the submittal.

Schedule the submission of shop drawings to allow for a 45 day review period. The review period commences upon the CEI Consultant's receipt of the valid submittal or valid re-submittal and terminates upon the transmittal of the submittal back to the Contractor. A valid submittal includes all the minimum requirements outlined in 5-1.4.4.

Submit shop drawings to facilitate expeditious review. The Contractor is discouraged from transmitting voluminous submittals of shop drawings at one time. For submittals transmitted in this manner, allow for the additional review time that may result.

Only shop drawings distributed with the approval stamps are valid and all work that the Contractor performs in advance of approval will be at the Contractor's risk.

4. The approximate location of any special lifting equipment in relation to the structure, including clearances required for the operation of the equipment. (For example, crane positions, operating radii and the like.)

5. The approximate location of any temporary falsework, and the conceptual outline of any special erection equipment. Provide the precise locations and details of attachments, fixing devices, loads, etc. in later detailed submittals.

6. An outline of the handling, transportation, and storage of fabricated components, such as girders or concrete segments. Provide the precise details in later detailed submittals.

7. Any other information pertinent to the proposed scheme or intended approach.

Clearly and concisely present the above information on as few drawings as possible in order to provide an overall, integrated summary of the intended approach to the project. The County will use these drawings for information, review planning, and to assess the Contractor's approach in relation to the intent of the original design. Submittal to and receipt by the Director does not constitute any County acceptance or approval of the proposals shown thereon. Include the details of such proposals on subsequent detailed shop drawing submittals. Submit timely revisions and re-submittals for all variations from these overall scheme proposals.

5-1.4.8 Modifications for Construction: Where the Director allows the Contractor to make modifications to the permanent works for the purposes of expediting the Contractor's chosen construction methods, the Contractor shall submit proposals to the Engineer of Record for review and approval prior to modifying the works. Submit proposals for minor modifications under the shop drawing process. Indicate on all drawings the deviations from the Contract Documents and itemize all deviations in the letter of transmittal. The County will require additional submittals and/or submittal under a Cost Savings Initiative Proposal for major modifications.

Minor modifications are those items that, in the opinion of the Director, do not significantly affect the quantity of measured work, or the integrity or maintainability of the structure or its components. (For example, adjusting concrete dimensions, substituting steel plate sizes, changing reinforcing bar size and spacing, etc., all within the acceptable limits of the design.)

Major modifications are any modifications that, in the opinion of the Director, significantly affect the quantity of measured work, or the integrity or maintainability of the structure or its' components. (For example, substituting alternative beam sizes and spacings, changing material strength or type, and the like.). Submit signed and sealed revised sheets to the Director for any such revisions to the Contract Plans prior to submitting shop drawings.

The Director's decision on the delineation between a minor and a major modification and the disposition of a proposal is final.

5-1.4.9 Cost of Shop Drawings: Include the cost of shop and working drawings submittal in the Contract prices for the work requiring the shop and working drawings. The County will not pay the Contractor additional compensation for such drawings.

5-1.5 Certifications:

5-1.5.1 Special Erection Equipment: Prior to its use, ensure that the Specialty Engineer personally inspects the special erection equipment and submits a written certification to the Director that the equipment has been fabricated in accordance with the submitted drawings and calculations. In addition, after assembly, ensure that the Specialty Engineer observes the

Carry out all approved corrective construction measures at no expense to the County.

Notwithstanding any disposition of the compensation aspects of the defective work, the Director's decision on the technical merits of a proposal is final.

5-2 Coordination of Contract Documents.

These Specifications, the Plans, Special Provisions, and all supplementary documents are integral parts of the Contract Documents; a requirement occurring in one is as binding as though occurring in all. All parts of the Contract Documents are complementary and describe and provide for a complete work. In addition to the work and materials specified in the Specifications as being included in any specific pay item, include in such pay items additional, incidental work, not specifically mentioned, when so shown in the Plans, or if indicated, or obvious and apparent, as being necessary for the proper completion of the work under such pay item and not stipulated as being covered under other pay items.

In cases of discrepancy, the governing order of the documents is as follows:

1. Special Provisions.
 2. Technical Special Provisions.
 3. Plans.
 4. Standard Plans.
 5. Developmental Specifications.
 6. Supplemental Specifications.
 7. Standard Specifications.
- Computed dimensions govern over scaled dimensions.

5-3 Conformity of Work with Contract Documents.

Perform all work and furnish all materials in reasonably close conformity with the lines, grades, cross-sections, dimensions, and material requirements, including tolerances, as specified in the Contract Documents.

In the event that the Director finds that the Contractor has used material or produced a finished product that is not in reasonably close conformity with the Contract Documents, but that the Contractor has produced reasonably acceptable work, the Director will determine if the County will accept the work in place. In this event, the Director will document the basis of acceptance by Contract modification, which provides for an appropriate reduction in the Contract price for such work or materials included in the accepted work as deemed necessary to conform to the determination based on engineering judgment.

In the event that the Director finds that the Contractor has used material or produced a finished product that is not in reasonably close conformity with the Contract Documents, and that the Contractor has produced an inferior or unsatisfactory product, the Contractor shall remove and replace or otherwise correct the work or materials at no expense to the County.

For base and surface courses, the County will allow the finished grade to vary as much as 0.1 foot from the grade shown in the Plans, provided that the Contractor's work meets all templates and straightedge requirements and contains suitable transitions.

5-4 Errors or Omissions in Contract Documents.

Do not take advantage of any apparent error or omission discovered in the Contract Documents, but immediately notify the Director in writing of such discovery. The Director will

the unit prices set forth in the Contract, or if no such item exists in accordance with Section 4-3.2.1.

5-7.2 Furnishing of Stake Materials: Furnish all stakes, templates, and other materials necessary for establishing and maintaining the lines and grades necessary for control and construction of the work.

5-7.3 Layout of Work: Utilizing the control points and bench marks furnished by the County and accepted by the Contractor in accordance with 5-7.1, establish all horizontal and vertical controls necessary to construct the work in conformity to the Contract Documents. Perform all calculations required, and set all stakes needed such as grade stakes, offset stakes, reference point stakes, slope stakes, and other reference marks or points necessary to provide lines and grades for construction of all roadway, bridge, and miscellaneous items.

When performing utility construction as part of the project, establish all horizontal and vertical controls necessary to carry out such work.

5-7.4 Specific Staking Requirements: When performing new base construction as part of the project, set stakes to establish lines and grades for subgrade, base, curb, and related items at intervals along the line of the work. If Automated Machine Guidance is utilized, set stakes as needed. If Automated Machine Guidance is not utilized, set stakes no greater than 50 feet on tangents and 25 feet on curves. Set grade stakes at locations that the Director directs to facilitate checking of subgrade, base, and pavement elevations in crossovers, intersections, and irregular shaped areas.

For bridge construction stakes and other control, set references at sufficiently frequent intervals to ensure construction of all components of a structure in accordance with the lines and grades shown in the Plans.

For projects where the Plans do not show a centerline or other survey control line for construction of the work (resurfacing, safety modifications, etc.), provide only such stakes as necessary for horizontal and vertical control of work items.

For resurfacing and resurfacing-widening type projects, establish horizontal controls adequate to ensure that the asphalt mix added matches with the existing pavement. In tangent sections, set horizontal control points at 100 foot intervals by an instrument survey. In curve sections, set horizontal control points at 25 foot intervals by locating and referencing the centerline of the existing pavement. Alternate intervals may be used on resurfacing projects with prior written approval of the Director.

Establish by an instrument survey, and mark on the surface of the finished pavement at 25 foot intervals, the points necessary for striping of the finished roadway. As an exception, for resurfacing and resurfacing/widening projects, establish these points in the same manner as used for horizontal control of paving operations. Mark the pavement with white paint. If performing striping, the Director may approve an alternate method for layout of striping provided that the Contractor achieves an alignment equal to or better than the alignment that would be achieved using an instrument survey.

For projects that include temporary or permanent striping of "no passing zones", provide the location and length of these zones as shown in the Plans, except projects where the vertical or horizontal alignment is new or altered from preconstruction alignment. For projects that consist of new or altered vertical or horizontal alignment, the County will provide the location and length of the "no passing zones" during construction. For these projects, submit written notification to the Director not less than 21 calendar days prior to beginning striping.

- all, including weirs, bleeders, orifices, gates, pumps, pipes, and oil and grease skimmers.
5. Side bank and underdrain filters, or exfiltration trenches: locations, dimensions and elevations of all, including clean-outs, pipes, connections to control structures and points of discharge to receiving waters.
 6. Storage areas for treatment and attenuation: storage area identification number, dimensions, elevations, contours, or cross-sections of all, sufficient to determine stage-storage relationships of the storage area and the permanent pool depth and volume below the control elevation for normally wet systems.
 7. System grading: dimensions, elevations, contours, and final grades or cross-sections to determine contributing drainage areas, flow directions, and conveyance of runoff to the system discharge points.
 8. Conveyance: dimensions, elevations, contours, final grades or cross-sections of systems utilized to divert off-site runoff around or through the new system.
 9. Water levels: existing water elevations and the date recorded.
 10. South Florida Water Management District (SFWMD): as-built surveys shall conform to any additional requirements and special conditions listed in the SFWMD's Environmental Resource Permit and any applicable local permit(s).
 11. Bridge clearances: for projects under the authority of a U.S. Coast Guard bridge permit, as-built clearances as described in the U.S. Coast Guard Owner's Certification of Bridge Completion. For bridges spanning roadways, provide a full as-built clearance envelope across the full width of the lower roadway(s).
 12. Projects under the authority of a U.S. Army Corps of Engineers permit: as-built surveys shall satisfy all of the requirements and special conditions listed in the U.S. Army Corps of Engineers permit.

All as-built survey information shall be signed and sealed by a licensed Professional Surveyor and Mapper duly registered in the State of Florida. No direct payment will be made for the cost of preparing, maintaining, and furnishing as-built plans and surveys as specified in this Article, the costs thereof shall be included in other items of work.

5-7.5 Personnel, Equipment, and Record Requirements: Employ only competent personnel and use only suitable equipment in performing layout work. Do not engage the services of any person or persons in the employ of the County for performance of layout work. All construction surveying and layout work, including dimensions and elevations associated with as-builts, shall be completed under the responsible charge of a licensed Professional Surveyor and Mapper duly registered in the State of Florida.

Keep adequate field notes and records while performing as layout work. Make these field notes and records available for the Director's review as the work progresses, and submit to the Director at the time of completion of the project. The Director's inspection, checking, or acceptance of the Contractor's field notes or layout work does not relieve the

Provide a superintendent who speaks and understands English, and maintain at least one other responsible person who speaks and understands English, on the project during all working hours.

5-8.3 Supervision for Emergencies: Provide a responsible person, who speaks and understands English, and who is available at or reasonably near the worksite on a 24 hour basis, seven days a week. Designate this person as the point of contact for emergencies and in cases that require immediate action to maintain traffic or to resolve any other problem that might arise. Submit the phone numbers and names of personnel designated to be contacted in cases of emergencies, along with a description of the project location, to the Florida Highway Patrol and all other local law enforcement agencies.

5-9 General Inspection Requirements.

5-9.1 Cooperation by Contractor: Do not perform work or furnish materials without obtaining inspection by the Director. Provide the Director with safe means of access to the work, so the Director can determine whether the work performed and materials used are in accordance with the requirements and intent of the Contract Documents. If the Director so requests at any time before final acceptance of the work, remove or uncover such portions of the finished work as directed. After examination, restore the uncovered portions of the work to the standard required by the Contract Documents. If the Director determines that the work so exposed or examined is unacceptable, perform the uncovering or removal, and the replacing of the covering or making good of the parts removed, at no expense to the County. However, if the Director determines that the work thus exposed or examined is acceptable, the County will pay for the uncovering or removing, and the replacing of the covering or making good of the parts removed in accordance with Section 4-4.

5-9.2 Failure of Director to Reject Work During Construction: If, during or prior to construction operations, the Director fails to reject defective work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject in no way prevents the later rejection when such defect is discovered, or obligates the County to final acceptance. The County is not responsible for losses suffered due to any necessary removals or repairs of such defects.

5-9.3 Failure to Remove and Renew Defective Materials and Work: If the Contractor fails or refuses to remove and renew any defective materials used or work performed, or to make any necessary repairs in an acceptable manner and in accordance with the requirements of the Contract within the time indicated in writing, the Director has the authority to repair, remove, or renew the unacceptable or defective materials or work as necessary, all at the Contractor's expense. The County will obtain payment for any expense it incurs in making these repairs, removals, or renewals, that the Contractor fails or refuses to make, by deducting such expenses from any moneys due or which may become due the Contractor, or by charging such amounts against the Contract bond.

5-9.4 Inspection by Federal Government: When the United States Government or the State of Florida pays a portion of the cost of construction, its representatives may inspect the construction work as they deem necessary. However, such inspection will in no way make the Federal Government or the State of Florida a party to the Contract.

5-10 Final Inspection.

5-10.1 Maintenance until Acceptance: Maintain all Work until the Director has given final acceptance in accordance with 5-11.

Contractor waives the claim for additional compensation or a time extension. Such notice by the Contractor, and the fact that the Director has kept account of the labor, materials and equipment, and time, shall not in any way be construed as establishing the validity of the claim or method for computing any compensation or time extension for such claim. On projects with an original Contract amount of \$3,000,000 or less within 90 calendar days after final acceptance of the project in accordance with 5-11, and on projects with an original Contract amount greater than \$3,000,000 within 180 calendar days after final acceptance of the project in accordance with 5-11, the Contractor shall submit full and complete claim documentation as described in 5-12.3 and duly certified pursuant to 5-12.9. However, for any claim or part of a claim that pertains solely to final estimate quantities disputes the Contractor shall submit full and complete claim documentation as described in 5-12.3 and duly certified pursuant to 5-12.9, as to such final estimate claim dispute issues, within 90 or 180 calendar days, respectively, of the Contractor's receipt of the County's final estimate.

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the County will so notify the Contractor in writing. The Contractor shall have ten calendar days from receipt of the notice to resubmit the claim documentation, without change, with a certificate of claim as described in 5-12.9, without regard to whether the resubmission is within the applicable 90 or 180 calendar day deadline for submission of full and complete claim documentation. Failure by the Contractor to comply with the ten calendar day notice shall constitute a waiver of the claim.

5-12.2.2 Claims For Delay: Where the Contractor deems that additional compensation or a time extension is due on account of delay, differing site conditions, breach of Contract, or any other cause other than for work or materials not expressly provided for in the Contract (Extra Work) or which is by written directive of the Director expressly ordered by the Director pursuant to 4-3, the Contractor shall submit a written notice of intent to the Director within ten days after commencement of a delay to a controlling work item expressly notifying the Director that the Contractor intends to seek additional compensation, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar days after commencement of a delay to a controlling work item, as to such delay and providing a reasonably complete description as to the cause and nature of the delay and the possible impacts to the Contractor's work by such delay, and a request for Contract Time extension pursuant to 8-7.3.2 within thirty calendar days after the elimination of the delay. On projects with an original Contract amount of \$3,000,000 or less within 90 calendar days after final acceptance of the project in accordance with 5-11, and on projects with an original Contract amount greater than \$3,000,000 within 180 calendar days after final acceptance of the project in accordance with 5-11, the Contractor shall submit full and complete documentation as described in 5-12.3 and duly certified pursuant to 5-12.9.

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the County will so notify the Contractor in writing. The Contractor shall have ten calendar days from receipt of the notice to resubmit the claim documentation, without change, with a certificate of claim as described in 5-12.9, without regard to whether the resubmission is within the applicable 90 or 180 calendar day deadline for submission of full and complete claim documentation. Failure by the Contractor to comply with the ten calendar day notice shall constitute a waiver of the claim.

There shall be no Contractor entitlement to any monetary compensation or time extension for any delays or delay impacts, whatsoever, that are not to a controlling work

Contract amount greater than \$3,000,000 within 120 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3. Failure by the Director to respond to a claim in writing within 90 or 120 days, respectively, after receipt of a complete claim submitted by the Contractor in compliance with 5-12.3 constitutes a denial of the claim by the Director. If the Director finds the claim or any part thereof to be valid, such partial or whole claim will be allowed and paid for to the extent deemed valid and any time extension granted, if applicable, as provided in the Contract. No circuit court proceedings on any claim, or a part thereof, may be filed until after final acceptance per 5-11 of all Contract work by the County or denial hereunder, whichever occurs last.

5-12.5 Pre-Settlement and Pre-Judgment Interest: Entitlement to any pre-settlement or pre-judgment interest on any claim amount determined to be valid subsequent to the County's receipt of a certified written claim in full compliance with 5-12.3, whether determined by a settlement or a final ruling in formal proceedings, the County shall pay to the Contractor simple interest calculated at the Prime Rate (as reported by the Wall Street Journal as the base rate on corporate loans posted by at least 75% of the nations 30 largest banks) as of the 60th calendar day following the County's receipt of a certified written claim in full compliance with 5-12.3, such interest to accrue beginning 60 calendar days following the County's receipt of a certified written claim in full compliance with 5-12.3 and ending on the date of final settlement or formal ruling.

5-12.6 Compensation for Extra Work or Delay:

5-12.6.1 Compensation for Extra Work: Notwithstanding anything to the contrary contained in the Contract Documents, the Contractor shall not be entitled to any compensation beyond that provided for in 4-3.2.

5-12.6.2 Compensation for Delay: Notwithstanding anything to the contrary contained in the Contract Documents, the additional compensation set forth in 5-12.6.2.1 shall be the Contractor's sole monetary remedy for any delay other than to perform extra work caused by the County unless the delay shall have been caused by acts constituting willful or intentional interference by the County with the Contractor's performance of the work and then only where such acts continue after Contractor's written notice to the County of such interference. The parties anticipate that delays may be caused by or arise from any number of events during the term of the Contract, including, but not limited to, work performed, work deleted, supplemental agreements, work orders, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, suspensions of work by the Director pursuant to 8-6.1, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, special events, suspension of Contract Time, or other events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on the performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not be deemed to constitute willful or intentional interference with the Contractor's performance of the work without clear and convincing proof that they were the result of a deliberate act, without reasonable and good-faith basis, and specifically intended to disrupt the Contractor's performance.

5-12.6.2.1 Compensation for Direct Costs, Indirect Costs, Expenses, and Profit thereon, of or from Delay: For any delay claim, the Contractor shall be entitled to monetary compensation for the actual idle labor and equipment, and indirect costs, expenses, and

5-12.13 Personal Liability of Public Officials: In carrying out any of the provisions of the Contract, Director or any of their respective employees or agents, there shall be no liability on behalf of any employee, officer or official of the County for which such individual is responsible, either personally or as officials or representatives of the County. It is understood that in all such matters such individuals act solely as agents and representatives of the County.

5-12.14 Auditing of Claims: All claims filed against the County shall be subject to audit at any time following the filing of the claim, whether or not such claim is part of a suit pending in the Courts of this State. The audit may be performed, at the County's sole discretion, by employees of the County or by any independent auditor appointed by the County, or both. The audit may begin after ten days written notice to the Contractor, subcontractor, or supplier. The Contractor, subcontractor, or supplier shall make a good faith effort to cooperate with the auditors. As a condition precedent to recovery on any claim, the Contractor, subcontractor, or supplier must retain sufficient records, and provide full and reasonable access to such records, to allow the County's auditors to verify the claim and failure to retain sufficient records of the claim or failure to provide full and reasonable access to such records shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder. Further, and in addition to such audit access, upon the Contractor submitting a written claim, the County shall have the right to request and receive, and the Contractor shall have the affirmative obligation to submit to the County any and all documents in the possession of the Contractor or its subcontractors, materialmen or suppliers as may be deemed relevant by the County in its review of the basis, validity or value of the Contractor's claim.

Without limiting the generality of the foregoing, the Contractor shall upon written request of the County make available to the County's auditors, or upon the County's written request, submit at the County's expense, any or all of the following documents:

1. Daily time sheets and foreman's daily reports and diaries;
2. Insurance, welfare and benefits records;
3. Payroll register;
4. Earnings records;
5. Payroll tax return;
6. Material invoices, purchase orders, and all material and supply acquisition contracts;
7. Material cost distribution worksheet;
8. Equipment records (list of company owned, rented or other equipment used);
9. Vendor rental agreements and subcontractor invoices;
10. Subcontractor payment certificates;
11. Canceled checks for the project, including, payroll and vendors;
12. Job cost report;
13. Job payroll ledger;
14. General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;
15. Cash disbursements journal;
16. Financial statements for all years reflecting the operations on this project;

SECTION 6 CONTROL OF MATERIALS

6-1 Acceptance Criteria.

6-1.1 General: Acceptance of materials is based on the following criteria. All requirements may not apply to all materials. Use only materials in the work that meet the requirements of these Specifications. The Director may inspect and test any material, at points of production, distribution and use.

6-1.2 Sampling and Testing: Use the FDOT's current sample identification and tracking system to provide related information and attach the information to each sample. Restore immediately any site from which material has been removed for sampling purposes to the pre-sampled condition with materials and construction methods used in the initial construction, at no additional cost to the County.

Ensure when a material is delivered to the location as described in the Contract Documents, there is enough material delivered to take samples, at no expense to the County.

6-1.2.1 Pretest by Manufacturers: Submit certified manufacturer's test results to the Director for qualification and use on County projects. Testing will be as specified in the Contract Documents. The County may require that manufacturers submit samples of materials for independent verification purposes.

6-1.2.2 Point of Production Test: Test the material during production as specified in the Contract Documents.

6-1.2.3 Point of Distribution Test: Test the material at Distribution facilities as specified in the Contract Documents.

6-1.2.4 Point of Use Test: Test the material immediately following placement as specified in the Specifications. After delivery to the project, the County may require the retesting of materials that have been tested and accepted at the source of supply, or may require the testing of materials that are to be accepted by manufacturer certification. The County may reject all materials that, when retested, do not meet the requirements of these Specifications.

6-1.3 Certification:

6-1.3.1 Manufacturer Material Certification: Submit material certifications for all materials to the Director for approval when required by the Specifications. Materials will not be considered for payment when not accompanied by a material certification. Sample material certification forms are available on FDOT's website at the following URL: http://www.fdot.gov/materials/administration/resources/library/publications/certifications/sample_forms.shtm . Ensure that the material certification follows the format of the sample form, is submitted on the manufacturer's letterhead and is signed by a legally responsible person employed by the manufacturer.

6-1.3.1.1 FDOT Approved Product List: The FDOT Approved Products List (APL) is a database that provides assurance to Contractors, consultants, designers, and County personnel that specific products and materials are approved for use on County facilities. The County will limit the Contractor's use of products and materials that require use of APL items to those listed on the FDOT APL effective at the time of placement. Where the terms Qualified Products List (QPL) appear in the Contract Documents, they will be synonymous with Approved Product List (APL).

Manufacturers seeking to have a product evaluated for the FDOT APL must do so through coordination with FDOT. Information on the process may be obtained

Director a proposed Engineering Analysis Scope to determine the disposition of the material. The Engineering Analysis Scope must contain at a minimum:

1. Description of the defective materials.
2. Supporting information, testing or inspection reports with nonconformities, pictures, drawings, and accurately dimensioned deficiency maps as necessary. For cracked elements, provide drawings showing the location, average width, depth, length, and termination points of each crack along the surfaces. Provide the distance from each termination point to a fixed reference point on the component, such as beam end or edge of flange.
3. Proposed approach of investigation and analysis.
4. Name and credentials of the proposed Specialty Engineer or Contractor's Engineer of Record who will perform the engineering analysis.
5. Proposed testing laboratories, qualified in accordance with Section 105-7.

Upon approval of the Engineering Analysis Scope by the Director, the Specialty Engineer or Contractor's Engineer of Record may perform the engineering analysis as defined in the approved scope and submit a signed and sealed Engineering Analysis Report (EAR) to the Director. The EAR must contain at a minimum:

1. The approved Engineering Analysis Scope.
2. Any investigations performed and the associated results obtained.
3. Analysis and conclusion.
4. Proposed disposition of the material, addressing the performance and durability of the proposed action.

Provide as appropriate:

1. Written evidence of a previously approved comparable deficiency and its repair.
2. Documented research demonstrating the effectiveness of the proposed repair.
3. Engineering calculations.

A Specialty Engineer, who is an independent consultant, or the Contractor's Engineer of Record as stated within each individual Section shall perform any such analysis within 45 calendar days of the Director's approval of the Engineering Analysis Scope, complete and submit the EAR. The EAR must be signed and sealed by the Specialty Engineer or the Contractor's Engineer of Record that performed the engineering analysis. The Director will determine the final disposition of the material after review of the EAR. No additional monetary compensation or time extension will be granted for the impact of any such analysis or review.

6-5 Products and Source of Supply.

6-5.1 Source of Supply—Convict Labor (Designated Federal-Aid Contracts Only):

Do not use materials that were produced after July 1, 1991, by convict labor for Federal-aid highway construction projects unless the prison facility has been producing convict-made materials for Federal-aid highway construction projects before July 1, 1987.

Use materials that were produced prior to July 2, 1991, by convicts on Federal-aid highway construction projects free from the restrictions placed on the use of these materials by 23 U.S.C. 114. The County will limit the use of materials produced by convict labor for use in Federal-aid highway construction projects to:

1. Materials produced by convicts on parole, supervised release, or probation from a prison or,

SECTION 7 LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC

7-1 Laws to be Observed.

7-1.1 General: Become familiar with and comply with all Laws and Regulations, including all Federal, State, and Local Rules and Regulations that control the action or operation of those engaged or employed in the work or that affect material used. Pay particular attention called to the safety regulations promulgated by the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA). In addition, comply with Chapter 403, of the Florida Statutes, regarding control of air pollution. Direct special attention to that portion of Chapter 62-256, Rules of the Department of Environmental Protection, Florida Administrative Code, pertaining to open burning in land clearing operations. Where work or structures included in the Contract are in "Navigable Waters of the U.S.," (reference 33 of the Code of Federal Regulations, Part 329); "Waters of the U.S.," (reference 33 of the Code of Federal Regulations, Parts 323 and 328); or "Waters of the State," (reference Part 4, Chapters 253 and 373 of the Florida Statutes and Section 62-340 of the Florida Administrative Code); comply with the regulatory provisions of Section 404 of the Federal Clean Water Act of 1977; Sections 9 and 10 of the Federal River and Harbor Act of 1899; Chapter 161 of the Florida Statutes; and any local authority having jurisdiction over such waters.

Obtain certification from the Construction Industry Licensing Board as required by Part I, Chapter 489, of the Florida Statutes, regardless of exemptions allowed by subsection 489.103, prior to removing underground pollutant storage tanks. Dispose of tanks and pollutants in accordance with the requirements and regulations of any Federal, State, or local, agency having jurisdiction.

Prior to building construction or renovation, submit current registrations or certifications issued by the Florida Construction Industry Licensing Board in accordance with Chapter 489, for the appropriate category of construction.

Corporations must be registered with the State of Florida, Department of State, Division of Corporations, and hold a current State Corporate Charter Number in accordance with Chapter 607, Florida Statutes.

The Contractor or the authorized subcontractor applying the roofing material must be licensed or be an approved dealer and applicator of the proposed roofing material.

Indemnify, defend, and save harmless the County and all of its officers, agents, and employees, in the amount of the Contract price, against all claims or liability arising from or based on the violation of any such Federal, State, and Local Rules and Regulations, whether by himself or his employees.

The Contractor shall comply with all environmental permits, including measures identified in the National Pollutant Discharge Elimination System (NPDES) Stormwater Pollution Prevention Plan and Sediment and Erosion Control Plan for the work. The Contractor's attention is also directed to the applicable regulations of the South Florida Water Management District.

The Lee County Noise Control Ordinance is in effect regulating noise generated from construction activity associated with the project. The Contractor shall comply with the requirements therein.

The Contractor shall exert every reasonable and diligent effort to ensure that all labor employed by the Contractor and his subcontractors for work on the project work harmoniously and

reproductive parts. Refer to Rule 16C-52 and Rule 5B-57, of the Florida Administrative Code for the definition of prohibited aquatic plants, plant pests, and noxious weeds.

7-1.4 Compliance with Federal Endangered Species Act and other Wildlife Regulations:

The Federal Endangered Species Act requires that the County investigate the potential impact to a threatened or endangered species prior to initiating an activity performed in conjunction with a road construction project. If the County's investigation determines that there is a potential impact to a protected, threatened or an endangered species, the County will conduct an evaluation to determine what measures may be necessary to mitigate such impact. When mitigation measures and/or special conditions are necessary, these measures and conditions will be addressed in the Contract Documents or in permits as identified in 7-2.1.

In addition, in cases where certain protected, threatened or endangered species are found or appear within close proximity to the project boundaries, the County has established guidelines that will apply when interaction with certain species occurs, absent of any special mitigation measures or permit conditions otherwise identified for the project.

These guidelines are posted at the following URL address:
<http://www.fdot.gov/programmanagement/Implemented/URLinSpecs/files/endangeredwildlifeguidelines.pdf>.

Take responsibility to obtain this information and take all actions and precautions necessary to comply with the conditions of these guidelines during all project activities.

Prior to establishing any off-project activity in conjunction with a project, notify the Director of the proposed activity. Covered activities include but are not necessarily limited to borrow pits, concrete or asphalt plant sites, disposal sites, field offices, and material or equipment storage sites. Include in the notification the Project Number, Financial Project ID, a description of the activity, the location of the site by township, range, section, county, and city, a site location map including the access route, the name of the property owner, and a person to contact to arrange a site inspection. Submit this notification at least 30 days in advance of planned commencement of the off-site activity, to allow for the County to conduct an investigation without delaying job progress.

Do not perform any off-project activity without obtaining written clearance from the Director. In the event the County's investigation determines a potential impact to a protected, threatened or endangered species and mitigation measures or permits are necessary, coordinate with the appropriate resource agencies for clearance, obtain permits and perform mitigation measures as necessary. Immediately notify the Director in writing of the results of this coordination with the appropriate resource agencies. Additional compensation or time will not be allowed for permitting or mitigation, associated with Contractor initiated off-project activities. The Contractor shall maintain at the jobsite written proof of authorization for the use of any off-project property in conjunction with the project. All off-project properties shall be maintained in a neat and orderly fashion and then restored to the property owner's satisfaction upon terminating the use associated with the project.

7-1.5 Occupational Safety and Health Requirements: The Contractor shall take all precautions necessary for the protection of life, health, and general occupational welfare of all persons, including employees of both the Contractor and the County, until the Contractor has completed the work required under the Contract as provided in 5-10 and 5-11.

Comply at all times with applicable Federal, State, and local laws, provisions, and policies governing safety and health, including 29 CFR 1926, including all subsequent revisions and updates.

sufficiently in advance of planned commencement of the off-site activity to allow a reasonable time for the Director to conduct an investigation without delaying job progress. Do not begin any off-project activity without obtaining written clearance from the Director.

7-1.9 Reserved.

7-2 Permits and Licenses.

7-2.1 General: Pursuant to Section 218.80, Florida Statutes, the County will pay for all County permits and fees, including license fees, permit fees, impact fees or inspection fees applicable to the Work. Contractor is not responsible for paying for permits issued by the County wherein the Work is to be performed, but is responsible for acquiring all other permits. The County may require the Contractor to deliver internal budget transfer documents to applicable County agencies when the Contractor is acquiring permits. Except for permits procured by the County, as incorporated by Special Provision expanding this Subarticle, if any, the Contractor will procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

The County will also acquire any modifications or revisions to an original permit incorporated by Special Provision to this Subarticle when the Contractor requires such modifications or revisions to complete the construction operations specified in the Plans or Special Provisions and within the right-of-way limits.

Acquire all permits for work performed outside the right-of-way or easements for the project.

In carrying out the work in the Contract, when under the jurisdiction of any environmental regulatory agency, comply with all regulations issued by such agencies and with all general, special, and particular conditions relating to construction activities of all permits issued to the County as though such conditions were issued to the Contractor. Post all permit placards in a protected location at the worksite.

The Contractor shall be fully responsible for the execution and adherence to all directives, instructions, conditions, special conditions, and limiting conditions contained in permits specifically issued for the Work and which pertain to or affect the construction phase of this project, and shall be solely responsible for issuance of any Notices required thereby.

In case of a discrepancy between any permit condition and other Contract Documents, the more stringent condition shall prevail.

7-2.2 Work or Structures in Navigable Waters of the U.S., Waters of the U.S., and Waters of the State: In general, one or more governmental agencies will exercise regulatory authority over work or structures, including related construction operations, in all tidal areas (channelward of the mean high water lines on the Atlantic and Gulf Coast); in the ocean and gulf waters to the outer limits of the continental shelf; in all rivers, streams, and lakes to the ordinary high water line; in marshes and shallows that are periodically inundated and normally characterized by aquatic vegetation capable of growth and reproduction; in all artificially created channels and canals used for recreational, navigational, or other purposes that are connected to navigable waters; and in all tributaries of navigable waters up to their headwaters.

Whenever the work under or incidental to the Contract requires structures or dredge/fill/construction activities in "Navigable Waters of the U.S.," "Waters of the U.S.," and "Waters of the State," the Federal, State, county, and local regulatory agencies may require the County to obtain a permit. For such dredge/fill /construction specified in the Plans to be

7-5 Reserved.

7-6 Sanitary Provisions.

The Contractor shall provide and maintain, in a neat and sanitary condition, such accommodations for the use of his employees as are necessary to comply with the requirements and regulations of the State and local boards of health. Commit no public nuisance.

7-7 Control of the Contractor's Equipment.

7-7.1 Traffic Interference: Do not allow equipment, while it is on or traversing a road or street, to unreasonably interfere with traffic.

7-7.2 Overloaded Equipment: Do not operate on any road, street or bridge including a County owned temporary bridge, any hauling unit or equipment loaded in excess of:

1. the maximum weights specified in the Florida Highway Patrol, Commercial Motor Vehicle Manual (Trucking Manual), or
2. lower weight limits legally established and posted for any section of road or bridge by FDOT, the County or other local authorities.

The governmental unit having jurisdiction over a particular road or bridge may provide exceptions by special permit under the provisions of 7-7.3.

This restriction applies to all roads and bridges inside and outside the Contract limits as long as these roads and bridges are open for public use. The Contractor may overload roads and bridges which are to be demolished after they are permanently closed to the public. The Contractor is responsible for all loss or damages resulting from equipment operated on a structure permanently closed to the public.

7-7.3 Crossings: Where it is necessary to cross an existing road or street, including specifically the existing traveled lanes of a divided highway within the limits of the project, obtain permits from the County, for crossing overloaded or oversized equipment. Cross existing roads or streets only at Director-designated points. The Director may require the Contractor to protect the pavement or Roadway at the crossing by using lumber, planks, or fill. Provide flagging and watchman service, or approved signal devices, for the protection of traffic at all such crossings, in accordance with an approved written plan for that activity. Movement of equipment around the project site must be in accordance with requirements of the Standard Plans and not create an undue hazard to the traveling public or workers.

7-7.4 Protection from Damage by Tractor-Type Equipment: Take positive measures to ensure that tractor-type equipment does not damage the road. If any such damage should occur, repair it without delay, at no expense to the County and subject to the Director's approval.

7-7.5 Contractor's Equipment on Bridge Structures: The Contractor's Engineer of Record shall analyze the effect of imposed loads on bridge structures, within the limits of a construction contract, resulting from the following operations:

1. Overloaded Equipment as defined in 7-7.2:
 - a. Operating on or crossing over completed bridge structures.
 - b. Operating on or crossing over partially completed bridge structures.
2. Equipment within legal load limits:
 - a. Operating on or crossing over partially completed bridge structures.
3. Construction cranes:
 - a. Operating on completed bridge structures.
 - b. Operating on partially completed bridge structures.

Store all explosives in a secure manner in compliance with all laws and ordinances, and clearly mark all such storage places with the words: "DANGEROUS - EXPLOSIVES". Place such storage in the care of a competent watchman. Where no local laws or ordinances apply, provide storage satisfactory to the Director and, in general, not closer than 1,000 feet from the road or from any building, camping area, or place of human occupancy.

Notify each public utility company having structures in proximity to the site of the work of the intention to use explosives. Give such notice sufficiently in advance to enable the companies to take precautionary steps to protect their property from injury.

7-10 Forest Protection.

7-10.1 Compliance with State and Federal Regulations: In carrying out work within or adjacent to State or National forests or parks, comply with all of the regulations of the State or Federal authority having jurisdiction, governing the protection of and the carrying out of work in forests or parks, and observe all sanitary laws and regulations with respect to the performance of work in these areas. Keep the areas in an orderly condition, dispose of all refuse, and obtain permits for the construction, installation, and maintenance of any construction camps, living quarters, stores, warehouses, sanitary facilities, and other structures; all in accordance with the requirements of the forest or park official.

7-10.2 Prevention and Suppression of Forest Fires: Take all reasonable precautions to prevent and suppress forest fires. Require employees and subcontractors, both independently and at the request of forest officials, to do all reasonably within their power to prevent and suppress forest fires. Assist in preventing and suppressing forest fires, and make every possible effort to notify a forest official at the earliest possible moment of the location and extent of all fires. Extinguish the fire if practicable.

7-11 Preservation of Existing Property.

7-11.1 General: Preserve from damage all existing property within the project limits of or in any way affected by the Work, the removal or destruction of which is not specified in the Plans. This applies to, but is not limited to, public and private property, public and private utilities (except as modified by the provisions of 7-11.5), trees, shrubs, crops, sod, signs, monuments, fences, guardrail, pipe and underground structures, Intelligent Transportation Systems (ITS) facilities, traffic control signals and devices, highway lighting, and public highways (except natural wear and tear of highway resulting from legitimate use thereof by the Contractor).

County owned underground facility locations shown in the Plans are approximate. Unless otherwise shown in the Plans, County owned underground facilities will not be located by the County nor through notification to "Sunshine 811".

Whenever the Contractor's activities damage such existing property, immediately restore it to a condition equal to or better than that existing at the time such damage occurred, at no expense to the County. Temporary repairs may be used to immediately restore ITS facilities and traffic control signals and devices. Permanent repairs to ITS facilities and traffic control signals and devices shall be made within 90 days of any temporary repairs and prior to final acceptance of the project. Submit permanent ITS facility repair plans to the Director prior to beginning repair work.

Protect existing bridges during the entire construction period from damage caused by the Work. Immediately repair, at no expense to the County, all damage to existing bridges caused by the Work, prior to continuing the Work. The County will not require the Contractor to provide routine repairs or maintenance for such structures.

employees, trucks, or other equipment across the tracks of the railroad company at other than an established public crossing; and any other work that may affect railroad operations or property.

7-11.4.2 Contractor's Responsibilities: Comply with whatever requirements an authorized representative of the railroad company deems necessary in order to safeguard the railroad's property and operations. The Contractor is responsible for all damages, delays, or injuries and all suits, actions, or claims brought on account of damages or injuries resulting from the Contractor's operations within or adjacent to railroad company right-of-way.

7-11.4.3 Watchman or Flagging Services: The railroad company will furnish protective services (i.e., watchman or flagging services) to ensure the safety of railroad operations during certain periods of the project. The Contractor will reimburse the railroad company for the cost thereof. Schedule work that affects railroad operations so as to minimize the need for protective services by the railroad company.

7-11.5 Utilities:

7-11.5.1 Arrangements for Protection or Adjustment: Do not commence work at points where the construction operations are adjacent to utility facilities until all necessary arrangements have been made for removal, temporary removal, relocation, de-energizing, deactivation or adjustment with the utility facilities owner to protect against damage that might result in expense, loss, disruption of service, or other undue inconvenience to the public or to the owners. The Contractor is solely and directly responsible to the owners and operators of such properties for all damages, injuries, expenses, losses, inconveniences, or delays caused by the Contractor's operations.

Do not request utility removal, temporary removal, relocation, de-energizing, deactivation, or adjustment when work can be accomplished within the utility work schedules. In the event that removal, temporary removal, relocation, de-energizing, deactivation, or adjustment of a utility or a particular sequence of timing in the relocation of a utility is necessary and has not been addressed in a utility work schedule, the Director will determine the necessity for any such utility work. Coordinate such work as to cause the least impediment to the overall construction operations and utility service. The County is not responsible for utility removal, temporary removal, relocation, de-energizing, deactivation, or adjustment work where such work is determined not necessary by the Director or done solely for the benefit or convenience of the utility owner or its contractor, or the Contractor.

7-11.5.2 Cooperation with Utility Owners: Cooperate with the owners of all underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication or rearrangement work may be reduced to a minimum, and that services rendered by the utility owners will not be unnecessarily interrupted.

In the event of interruption of water or other utility services as a result of accidental breakage, exposure, or lack of support, promptly notify the proper authority and cooperate with the authority in the prompt restoration of service. If water service is interrupted and the Contractor is performing the repair work, the Contractor shall work continuously until the service is restored. Do not begin work around fire hydrants until the local fire authority has approved provisions for continued service.

7-11.5.3 Utility Adjustments: Certain utility adjustments and reconstruction work may be underway during the progress of the Contract. Cooperate with the various utility construction crews who are maintaining utility service. Exercise due caution when working adjacent to relocated utilities. The Contractor shall repair all damage to the relocated utilities resulting from his operations

7-16 Wage Rates for Federal-Aid Projects (Designated Federal-Aid Contracts Only).

For all projects that include Federal-aid participation, the Special Provisions contain requirements with regard to payment of predetermined minimum wages. Predetermined Wage Rate Decisions (U.S. County of Labor provided Wage Rate Tables) exist for Heavy, Highway, and Building Construction Projects.

7-17 Supplemental Agreements.

Supplemental Agreements (Change Orders) shall be authorized in accordance with Procurement Policies adopted by the Lee County Board of County Commissioners.

7-18 Scales for Weighing Materials.

7-18.1 Applicable Regulations: When determining the weight of material for payment, use scales meeting the requirements of Chapter 531 of Florida Statutes, pertaining to specifications, tolerances, and regulations, as administered by the Bureau of Weights and Measures of the Florida Department of Agriculture.

7-18.2 Base for Scales: Place such scales on a substantial horizontal base to provide adequate support and rigidity and to maintain the level of the scales.

7-18.3 Protection and Maintenance: Maintain all scale parts in proper condition as to level and vertical alignment, and fully protect them against contamination by dust, dirt, and other matter that might affect their operation.

7-19 Source of Forest Products.

As required by Section 255.2575 of the Florida Statutes, where price, fitness and quality are equal, and when available, use only timber, timber piling, or other forest products that are produced and manufactured in the State of Florida. This provision does not apply to Federal-aid projects.

7-20 Regulations of Air Pollution from Asphalt Plants.

7-20.1 General: Perform all work in accordance with all Federal, State, and local laws and regulations regarding air pollution and burning. In particular, pay attention to Chapters 62-210 and 62-256, Rules of the Department of Environmental Protection, Florida Administrative Code, and to any part of the State Implementation Plan applicable to the project. See also 110-9.2 regarding burning of debris.

7-20.2 Dust Control: Control dust during the storage and handling of dusty materials by wetting, covering, or other means as approved by the Director.

7-20.3 Asphalt Material: Use only emulsified asphalt, unless otherwise stated in the Plans and allowed by Chapter 62-210, Rules of the Department of Environmental Protection, Florida Administrative Code. Store and handle asphalt materials and components so as to minimize unnecessary release of hydrocarbon vapors.

7-20.4 Asphalt Plants: Operate and maintain asphalt plants in accordance with Chapter 62-210, Rules of the Department of Environmental Protection, Florida Administrative Code. Provide the plant site with a valid permit as required under Chapter 62-210 prior to start of work.

7-21 Dredging and Filling.

Section 370.033 of the Florida Statutes, requires that all persons, who engage in certain dredge or fill activities in the State of Florida, obtain a certificate of registration from the Florida Department of Environmental Protection, Tallahassee, Florida 32301, and that they keep accurate

1. Determine the number of trainees on Federal Aid Contract:

a. No trainees will be required for contracts with a Contract Time allowance of less than 275 calendar days.

b. If the Contract Time allowance is 275 calendar days or more, the number of trainees shall be established in accordance with the following chart:

Estimated Contract Amount	Trainees Required
\$2,000,000 or less	0
Over \$2,000,000 to \$4,000,000	2
Over \$4,000,000 to \$6,000,000	3
Over \$6,000,000 to \$12,000,000	5
Over \$12,000,000 to \$18,000,000	7
Over \$18,000,000 to \$24,000,000	9
Over \$24,000,000 to \$31,000,000	12
Over \$31,000,000 to \$37,000,000	13
Over \$37,000,000 to \$43,000,000	14
Over \$43,000,000 to \$49,000,000	15
Over \$49,000,000 to \$55,000,000	16
Over \$55,000,000 to \$62,000,000	17
Over \$62,000,000 to \$68,000,000	18
Over \$68,000,000 to \$74,000,000	19
Over \$74,000,000 to \$81,000,000	20
Over \$81,000,000 to \$87,000,000	21
Over \$87,000,000 to \$93,000,000	22
Over \$93,000,000 to \$99,000,000	23
Over \$99,000,000 to \$105,000,000	24
Over \$105,000,000 to \$112,000,000	25
Over \$112,000,000 to \$118,000,000	26
Over \$118,000,000 to \$124,000,000	27
Over \$124,000,000 to \$130,000,000	28
Over \$130,000,000 to *	
*One additional trainee per \$6,000,000 of estimated Construction Contract amount over \$130,000,000	

Further, if the Contractor or subcontractor requests to utilize banked trainees as discussed later in this Section, a Banking Certificate will be validated at this meeting allowing credit to the Contractor for previously banked trainees. Banked credits of prime Contractors working as Subcontractors may be accepted for credit. The Contractor's Project Manager, the CEI Consultant and the Director will attend this meeting. Within ten days after the Post-Preconstruction Training Evaluation Meeting, the Contractor shall submit to the County for approval an On-The-Job Training Schedule indicating the number of trainees to be trained in each selected classification and the portion of the Contract Time during which training of each trainee is to take place. This schedule may be subject to change if any of the following occur:

1. When a start date on the approved On-The-Job Training Schedule has been missed by 14 or more days;

1. Trainee Enrollment and Personnel Action Form
2. Proficiency Demonstration Verification Form indicating completion of each standard established for the classification signed by representatives of both the Contractor and the County.

The County and the Contractor shall establish a program that is tied to the scope of the work in the project and the length of operations providing it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classifications concerned, by at least, the minimum hours prescribed for a training classification. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal Aid highway construction contract. Approval or acceptance of a training schedule shall be obtained from the County prior to commencing work on the classifications covered by the program.

A voluntary On-The-Job Training Program is available to a Contractor which has been awarded a state funded project. Through this program, the Contractor will have the option to train employees on state funded projects for "banked credit" as discussed previously in this provision, to be utilized on subsequent Federal Aid Projects where training is required. Those Contractors availing themselves of this opportunity to train personnel on state funded projects and bank trainee hours for credit shall comply with all training criteria set forth in this Section for Federal Aid Projects; voluntary banking may be denied by the County if staff is not available to monitor compliance with the training criteria.

It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial type positions. Training is permissible in lower level management positions such as office engineers, estimators, etc., where the training is oriented toward construction applications. Training in the laborer classifications, except Common/General Laborer, may be permitted provided that significant and meaningful training is provided and approved by the Director.

When approved in advance by the Director, credit will be given for training of persons in excess of the number specified herein under the current contract or a Contractor will be allowed to bank trainees who have successfully completed a training program and may apply those trainees to a training requirement in subsequent project(s) upon approval of the Director. This credit will be given even though the Contractor may receive training program funds from other sources, provided such other source do not specifically prohibit the Contractor from receiving other form of compensation. Offsite training is permissible as long as the training is an integral part of an approved training program and does not compromise a significant part of the overall training. Credit for offsite training indicated above may only be made to the Contractor when it does one or more of the following and the trainees are concurrently employed on a Federal Aid Project:

1. Contributes to the cost of the training,
2. Provides the instruction to the trainee,
3. Pays the trainee's wages during the offsite training period.

The Contractor shall compensate the trainee at no less than the laborer rate established in the Contract at the onset of training. The compensation rate will be increased to the journeyman's wage

SECTION 8 PROSECUTION AND PROGRESS

8-1 Subletting or Assigning of Contracts.

Do not, sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the right, title, or interest therein, without prior written consent of the County. If the Contractor chooses to sublet any portion of the Contract, the Contractor must submit a written request to sublet work on Form 6-Subcontractor List contained in the Proposal.

The Contractor shall provide the Director a list of all proposed subcontractors and major material suppliers at the preconstruction conference. A revised list shall be distributed each time a modification thereto is made.

Execute all agreements to sublet work in writing and include all pertinent provisions and requirements of the Contract. All other agreements must be in writing and reference all applicable Contract provisions. Upon request, submit to the County a copy of the subcontract and agreement. The subletting of work does not relieve the Contractor or the surety of their respective liabilities under the Contract.

The County recognizes a subcontractor only in the capacity of an employee or agent of the Contractor, and the Director may require the Contractor to remove the subcontractor as in the case of an employee.

8-2 Reserved.

8-3 Prosecution of Work.

8-3.1 Compliance with Time Requirements: Commence work in accordance with the accepted working schedule and provide sufficient labor, materials and equipment to complete the work within the time limit(s) set forth in the proposal. Should the Contractor fail to furnish sufficient and suitable equipment, forces, and materials, as necessary to prosecute the work in accordance with the required schedule, the Director may withhold all estimates that are, or may become due, or suspend the work until the Contractor corrects such deficiencies.

8-3.2 Submission of Working Schedule: Within 21 calendar days after Contract award or at the preconstruction conference, whichever is earlier, submit to the Director a work progress schedule for the project. The Director will review and respond to the Contractor within 15 calendar days of receipt.

Provide a schedule that shows the various activities of work in sufficient detail to demonstrate a reasonable and workable plan to complete the project within the Contract Time. Show the order and interdependence of activities and the sequence for accomplishing the work. Describe all activities in sufficient detail so that the Director can readily identify the work and measure the progress on of each activity. Show each activity with a beginning work date, a duration, and an ending work date. Include activities for procurement, fabrication, and delivery of materials, plant, and equipment, and review time for shop drawings and submittals. Include milestone activities when milestones are required by the Contract Documents. In a project with more than one phase, adequately identify each phase and its completion date, and do not allow activities to span more than one phase.

Conduct sufficient liaison and provide sufficient information to indicate coordination activities with utility owners that have facilities within the limits of construction requiring adjustment.

- e. Listing/qualifications of the Contractor's proposed subcontractors.
- f. Project Schedule.
- g. Traffic Control Plan/Maintenance of Traffic Plan.
- h. Applicable quality control plan(s).
- i. Name/qualifications of Contractor's Registered Professional Surveyor and Mapper in responsible charge of project layout.
- j. Name/qualifications of Contractor's quality control technician.
- k. Schedule and plan for prevention, control and abatement of erosion and water pollution per Section 104-5 of the Standard Specifications.

8-3.6 Progress Meetings: The Contractor shall attend regular progress meetings with and between the County's field representatives and those of the Contractor, subcontractors, utility companies, CEI Consultant and other parties having an interest in the Contract. The progress meetings shall be hosted by the County and shall be held at locations to be mutually agreed upon by the County and the Contractor at no less than two week intervals. The purpose of such meetings shall include, but not to be limited to, discussing all general aspects of the project and specifically addressing problem areas, schedules, progress payments, etc. The CEI Consultant shall be responsible for the preparation and distribution of the minutes.

8-4 Limitations of Operations.

8-4.1 Night Work: During active nighttime operations, furnish, place and maintain lighting sufficient to permit proper workmanship and inspection. Use lighting with 5 ft-cd minimum intensity. Arrange the lighting to prevent interference with traffic or produce undue glare to property owners. Operate such lighting only during active nighttime construction activities. Provide a light meter to demonstrate that the minimum light intensity is being maintained.

Lighting may be accomplished by the use of portable floodlights, standard equipment lights, existing street lights, temporary street lights, or other lighting methods approved by the Director.

Submit a lighting plan at the Preconstruction Conference for review and acceptance by the Director. Submit the plan as a PDF file, in the same scale as the Contract Plans, and formatted on 11 inch by 17 inch sheets. Do not start night work prior to the Director's acceptance of the lighting plan.

During active nighttime operations, furnish, place and maintain variable message signs to alert approaching motorists of lighted construction zones ahead. Operate the variable message signs only during active construction activities.

Include compensation for lighting for night work in the Contract prices for the various items of the Contract. Take ownership of all lighting equipment for night work.

8-4.1.1 Holiday and Weekend Work: If work is authorized by the Director on holidays, weekends, or nights the Contractor shall notify the Director 72 hours in advance of the time and date on which the Contractor or any of his subcontractors propose to perform work during such time periods to afford the Director ample time to effectively schedule his inspection personnel in accordance with the Contractor's timetable.

8-4.2 Sequence of Operations: Do not open up work to the prejudice of work already started. The Director may require the Contractor to finish a section on which work is in progress before starting work on any additional section. Specific requirements pertaining to the sequence

Dispose of the contaminated material in accordance with the requirements and regulations of any Local, State, or Federal agency having jurisdiction. Where the Contractor performs work necessary to dispose of contaminated material, and the Contract does not include pay items for disposal, the County will pay for this work as provided in 4-4.

The County agrees to hold harmless and indemnify the Contractor for damages when the Contractor discovers or encounters contaminated materials or pollutants during the performance of services for the County when the presence of such materials or pollutants were unknown or not reasonably discoverable. Such indemnification agreement is only effective if the Contractor immediately stops work and notifies the County of the contaminated material or pollutant problem.

Such indemnification agreement is not valid for damages resulting from the Contractor's willful, wanton, or intentional conduct or the operations of Contaminated and Hazardous Material Contractors.

8-5 Qualifications of Contractor's Personnel.

Provide competent, careful, and reliable superintendents, foremen, and workmen. Provide workmen with sufficient skill and experience to properly perform the work assigned to them. Provide workmen engaged on special work, or skilled work, such as bituminous courses or mixtures, concrete bases, pavements, or structures, or in any trade, with sufficient experience in such work to perform it properly and satisfactorily and to operate the equipment involved. Provide workmen that shall make due and proper effort to execute the work in the manner prescribed in the Contract Documents, or the Director may take action as prescribed below.

The Contractor shall assign a full-time superintendent to routinely and constantly supervise, manage, plan, monitor, schedule, and control the construction operations on behalf of the Contractor. Trade workers will not be considered to be a full-time superintendent. The Contractor's superintendent shall be present on the project at all times when the Contractor's work crews, or work crews of other parties authorized by the Director, are engaged in any activity whatsoever associated with the project. Should the Contractor fail to comply with the above condition, the Director may, at his discretion, deduct from the Contractor's partial monthly payment estimate, the amount of \$250 per hour for each hour lacking adequate superintendence. This deduction is to account for the County's loss of adequate supervision, not as a penalty, but as liquidated damages for services not rendered.

It is prohibited as a conflict of interest for a Contractor to subcontract with a Consultant to perform Contractor Quality Control when the Consultant is under contract with the County to perform work on any project described in the Contractor's Contract with the County. Prior to approving a Consultant for Contractor Quality Control, the Contractor shall submit to the County a Certificate from the proposed Consultant certifying that no conflict of interest exists.

Whenever the Director determines that any person employed by the Contractor is incompetent, unfaithful, intemperate, disorderly, or insubordinate, the Director will provide written notice and the Contractor shall discharge the person from the work. Do not employ any discharged person on the project without the written consent of the Director. If the Contractor fails to remove such person or persons, the Director may withhold all estimates that are or may become due, or suspend the work until the Contractor complies with such orders. Protect, defend, indemnify, and hold the County, its agents, officials, and employees harmless from all claims, actions, or suite arising from such removal, discharge, or suspension of employees.

preceding Memorial Day; Independence Day; Independence Day (Observed); Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Veterans Day (Observed); the Wednesday immediately preceding Thanksgiving Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; December 24 through January 2, inclusive; and Special Events noted in the Plans. Contract Time will be charged during these Holiday and Special Event periods. Contract Time will be adjusted in accordance with 8-7.3.2. The Contractor is not entitled to any additional compensation beyond any allowed Contract Time adjustment for suspension of operations during such Holiday and Special Event periods.

During such suspensions, remove all equipment and materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet the requirements of Sections 102 and 104. The Contractor is not entitled to any additional compensation for removal of equipment from clear zones or for compliance with Section 102 and Section 104 during such Holiday and Special Event periods.

8-7 Computation of Contract Time.

8-7.1 General: Perform the contracted work fully, entirely, and in accordance with the Contract Documents within the Contract Time specified in the proposal, or as may be extended in accordance with the provisions herein below.

The County considers in the computation of the Contract Time the effect that utility relocation and adjustments have on job progress and the scheduling of construction operations required in order to adequately maintain traffic, as detailed in the Plans or as scheduled in the Special Provisions.

8-7.2 Date of Beginning of Contract Time: The date on which Contract Time begins is either the date on which the Contractor actually begins work, or the date for beginning the charging of Contract Time as set forth in the proposal; whichever is earlier.

8-7.3 Adjusting Contract Time:

8-7.3.1 Increased Work: The County may grant an extension of Contract Time when it increases the Contract amount due to overruns in original Contract items, adds new work items, or provides for unforeseen work. The County will base the consideration for granting an extension of Contract Time on the extent that the time normally required to complete the additional designated work delays the Contract completion schedule.

8-7.3.2 Contract Time Extensions: The County may grant an extension of Contract Time when a controlling item of work is delayed by factors not reasonably anticipated or foreseeable at the time of bid. The County may allow such extension of time only for delays occurring during the Contract Time period or authorized extensions of the Contract Time period. When failure by the County to fulfill an obligation under the Contract results in delays to the controlling items of work, the County will consider such delays as a basis for granting a time extension to the Contract.

Whenever the Director suspends the Contractor's operations, as provided in 8-6, for reasons other than the fault of the Contractor, the Director will grant a time extension for any delay to a controlling item of work due to such suspension. The County will not grant time extensions to the Contract for delays due to the fault or negligence of the Contractor.

The County does not include an allowance for delays caused by the effects of inclement weather or suspension of Contractor's operations as defined in 8-6.4, in establishing Contract Time. The Director will continually monitor the effects of weather and, when found

A preliminary request for an extension of Contract Time must be submitted in writing to the Director within ten calendar days after the commencement of a delay to a controlling item of work. If the Contractor fails to submit this required preliminary request for an extension of Contract Time, the Contractor fully, completely, absolutely and irrevocably waives any entitlement to an extension of Contract Time for that delay. In the case of a continuing delay only a single preliminary request for an extension of Contract Time will be required. Each such preliminary request for an extension of Contract Time shall include as a minimum the commencement date of the delay, the cause of the delay, and the controlling item of work affected by the delay.

Furthermore, the Contractor must submit to the Director a request for a Contract Time extension in writing within 30 days after the elimination of the delay to the controlling item of work identified in the preliminary request for an extension of Contract Time. Each request for a Contract Time extension shall include as a minimum all documentation that the Contractor wishes the County to consider related to the delay, and the exact number of days requested to be added to Contract Time. If the Contractor contends that the delay is compensable, then the Contractor shall also be required to submit with the request for a Contract Time extension a detailed cost analysis of the requested additional compensation. If the Contractor fails to submit this required request for a Contract Time extension, with or without a detailed cost analysis, depriving the Director of the timely opportunity to verify the delay and the costs of the delay, the Contractor waives any entitlement to an extension of Contract Time or additional compensation for the delay.

Upon timely receipt of the preliminary request of Contract Time from the Contractor, the Director will investigate the conditions, and if it is determined that a controlling item of work is being delayed for reasons beyond the control of the Contractor the Director will take appropriate action to mitigate the delay and the costs of the delay. Upon timely receipt of the request for a Contract Time extension the Director will further investigate the conditions, and if it is determined that there was an increase in the time or the cost of performance of the controlling item of work beyond the control of the Contractor, then an adjustment of Contract Time will be made, and a monetary adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly.

The existence of an accepted schedule, including any required update(s), as stated in 8-3.2, is a condition precedent to the Contractor having any right to the granting of an extension of Contract Time or any monetary compensation arising out of any delay. Contractor failure to have an accepted schedule, including any required update(s), for the period of potential impact, or in the event the currently accepted schedule and applicable updates do not accurately reflect the actual status of the project or fail to accurately show the true controlling or non-controlling work activities for the period of potential impact, will result in any entitlement determination as to time or money for such period of potential impact being limited solely to the County's analysis and identification of the actual controlling or non-controlling work activities. Further, in such instances, the County's determination as to entitlement as to either time or compensability will be final, unless the Contractor can prove by clear and convincing evidence to a Disputes Review Board that the County's determination was without any reasonable factual basis.

Director of the fact of such delay and the Contractor's failure to correct that condition, have full power and authority, without violating the Contract, to immediately take the prosecution of the work out of the hands of the Contractor and to declare the Contractor in default.

Regarding subparagraph (11), if the Contractor fails to comply with 3-9, the County will have full power and authority, without violating the Contract, to immediately take the prosecution of the work out of the hands of the Contractor and to declare the Contractor in default.

The County has no liability for anticipated profits for unfinished work on a Contract that the County has determined to be in default.

Notwithstanding the above, the County shall have the right to declare the Contractor (or its "affiliate") in default and immediately terminate this Contract, without any prior notice to the Contractor, in the event the Contractor (or its "affiliate") is at any time "convicted" of a "contract crime," as these terms are defined in Section 337.165(1), Florida Statutes. The County's right to default the Contractor (or its "affiliate") for "conviction" of a "contract crime" shall extend to and is expressly applicable to any and all County Contracts that were either advertised for bid; for which requests for proposals or letters of interest were requested; for which an intent to award was posted or otherwise issued; or for which a Contract was entered into, after the date that the underlying or related criminal indictment, criminal information or other criminal charge was filed against the Contractor (or its "affiliate") that resulted in the "conviction." In the event the County terminates this Contract for this reason, the Contractor shall hereby forfeit any claims for additional compensation, extra time, or anticipated profits. The Contractor shall only be paid for any completed work up to the date of termination. Further, the Contractor shall be liable for any and all additional costs and expenses the County incurs in completing the Contract work after such termination.

8-9.2 Termination of Contract for Convenience: The County may terminate the entire Contract or any portion thereof, if the Director determines that a termination is in the County's interest. The Director will deliver to the Contractor a Written Notice of Termination specifying the extent of termination and the effective date.

When the County terminates the entire Contract, or any portion thereof, before the Contractor completes all items of work in the Contract, the County will make payment for the actual number of units or items of work that the Contractor has completed, at the Contract unit price, and according to the formulas and provisions set forth in 4-3.2 for items of work partially completed, and such payments will constitute full and complete compensation for such work or items. No payment of any kind or amount will be made for items of work not started. The County will not consider any claim for loss of anticipated profits, or overhead of any kind (including home office and jobsite overhead or other indirect impacts) except as provided in 4-3.2 for partially completed work.

The County will consider reimbursing the Contractor for actual cost of mobilization (when not otherwise included in the Contract) including moving equipment to the job where the volume of the work that the Contractor has completed is too small to compensate the Contractor for these expenses under the Contract unit prices.

The County may purchase at actual cost acceptable materials and supplies procured for the work, that the County has inspected, tested, and approved and that the Contractor has not incorporated in the work. Submit the proof of actual cost, as shown by receipted bills and actual cost records, at such points of delivery as the Director may designate.

8-10.5 Right of Collection: The County has the right to apply, as payment on such liquidated damages, any money the County owes the Contractor.

8-10.6 Allowing Contractor to Finish Work: The County does not waive its right to liquidated damages due under the Contract by allowing the Contractor to continue and to finish the work, or any part of it, after the expiration of the Contract Time.

8-10.7 Completion of Work by County: In the case of a default of the Contract and the completion of the work by the County, the Contractor and his surety are liable for the liquidated damages under the Contract, but the County will not charge liquidated damages for any delay in the final completion of the County's performance of the work due to any unreasonable action or delay on the part of the County.

8-11 Release of Contractor's Responsibility.

The County considers the Contract complete when the Contractor has completed all work and the County has accepted the work. The County will then release the Contractor from further obligation except as set forth in his bond, and except as provided in 5-13.

8-12 Recovery of Damages Suffered by Third Parties.

In addition to the damages provided for in 8-10.2 and pursuant to Section 337.18 of the Florida Statutes, when the Contractor fails to complete the work within the Contract Time the County may recover from the Contractor amounts that the County pays for damages suffered by third parties unless the failure to timely complete the work was caused by the County's act or omission.

For any item of work contained in the proposal, except as might be specifically provided otherwise in the basis of payment clause for the item, include in the Contract unit price (or lump sum price) for the pay item or items the cost of all labor, equipment, materials, tools and incidentals required for the complete item of work, including all requirements of the Section specifying such item of work, except as specifically excluded from such payments.

9-2.1.1 Reserved

9-2.1.2 Bituminous Material: Prepare a Contractor's Certification of Quantities, using the FDOT's current approved form for Superpave Asphalt Base, Turnout Construction (Asphalt), Asphalt Treated Permeable Base, Superpave Asphaltic Concrete, Miscellaneous Asphalt Pavement, Asphalt Concrete Friction Course, and Asphalt Rubber Membrane Interlayer pay items. Submit this certification to the Director no later than Twelve O'clock noon Monday after the estimate cut-off or as directed by the Director, based on the quantity of asphalt produced and accepted on the roadway per Contract. Ensure the certification includes the Project Number, Contract Number, Financial Project Identification (FPID) Number (if applicable), Certification Date and Number, the period the certification represents and the tons produced for each asphalt pay item.

On Contracts having an original Contract Time of more than 365 calendar days, or more than 5,000 tons of asphalt concrete, the County will adjust the bid unit price for bituminous material, excluding cutback and emulsified asphalt to reflect increases or decreases in the Asphalt Price Index (API) of bituminous material from that in effect during the month in which bids were received. The Contractor will not be given the option of accepting or rejecting this adjustment. Bituminous adjustments will be made only when the current API (CAPI) varies by more than 5% of the API prevailing in the month when bids were received (BAPI), and then only on the portion that exceeds 5%.

The County will determine the API for each month by averaging quotations in effect on the first day of the month at all terminals that could reasonably be expected to furnish bituminous material to projects in the State of Florida.

The API will be available on the Construction Office website before the 15th day of each month at the following URL:
<http://www.fdot.gov/construction/fuel&Bit/Fuel&Bit.shtm>.

Payment on progress estimates will be adjusted to reflect adjustments in the prices for bituminous materials in accordance with the following:

$$\text{\$ Adjustment} = (\text{ID})(\text{Gallons})$$

Where ID = Index Difference = $[\text{CAPI} - 0.95(\text{BAPI})]$ when the API has decreased between the month of bid and month of this progress estimate.

Where ID = Index Difference = $[\text{CAPI} - 1.05(\text{BAPI})]$ when the API has increased between the month of bid and month of this progress estimate.

Payment will be made on the current progress estimate to reflect the index difference at the time work was performed.

For asphalt concrete items payable by the ton or square yard, the number of gallons will be determined assuming a mix design with 6.25% liquid asphalt weighing 8.58 pounds per gallon.

For asphalt concrete items payable by the cubic yard, the number of gallons will be determined assuming a mix design with 3% liquid asphalt weighing 8.58 pounds per gallon.

results in an increase or decrease in the quantity of that item, the County will revise the plan quantity accordingly. In general, the County will determine such revisions by final measurement, plan calculations or both.

9-3.2.3 Specified Adjustments to Pay Quantities: Do not apply the limitations specified in 9-3.2.1 and 9-3.2.2 to the following:

1. Where these Specifications or Special Provisions provide that the County determines the pay quantity for an item on the basis of area of finished work adjusted in accordance with the ratio of measured thickness to nominal thickness.

2. Where these Specifications provide for a deduction due to test results falling outside of the allowable specified tolerances.

3. To payment for extra length fence posts, as specified in 550-6.3.

9-3.3 Lump Sum Quantities:

9-3.3.1 Error in Lump Sum Quantity: Where the County designates the pay quantity for an item to be a lump sum and the Plans show an estimated quantity, the County will adjust the lump sum compensation only in the event that either the Contractor submits satisfactory evidence or the County determines and furnishes satisfactory evidence that the lump sum quantity shown is in substantial error as defined in 9-3.2.1.

9-3.3.2 Authorized Changes in Work: Where the County designates the pay quantity for an item to be a lump sum and the Plans show an estimated quantity, the County will adjust compensation for that item proportionately when an authorized plan change is made which results in an increase or decrease in the quantity of that item. When the Plans do not show an estimated plan quantity or the applicable specifications do not provide adjustments for contingencies, the County will compensate for any authorized plan change resulting in an increase or decrease in the cost of acceptably completing the item by establishing a new unit price through a supplemental agreement as provided in 4-3.2.

9-3.4 Deviation from Plan Dimensions: If the Contractor fails to construct any item to Plan or to authorized dimensions within the specified tolerances, the Director, at his discretion will: require the Contractor to reconstruct the work to acceptable tolerances at no additional cost to the County; accept the work and provide the Contractor no pay; or accept the work and provide the Contractor a reduced final pay quantity or reduced unit price. The County will not make reductions to final pay quantities for those items designated to be paid on the basis of original plan quantity or a lump sum quantity under the provisions of this Article unless such reduction results in an aggregate monetary change per item of more than \$100, except that for earthwork items, the aggregate change must exceed \$5,000 or 5% of the original plan quantity, whichever is smaller. If, in the opinion of the Director, the Contractor has made a deliberate attempt to take advantage of the construction tolerances as defined in 120-12.1 to increase borrow excavation in fill sections or to decrease the required volume of roadway or lateral ditch excavation or embankment, the County will take appropriate measurements and will apply reductions in pay quantities. The County will not use the construction tolerance, as defined in 120-12.1, as a pay tolerance. The construction tolerance is not to be construed as defining a revised authorized template.

9-4 Deleted Work.

The County will have the right to cancel the portions of the Contract relating to the construction of any acceptable item therein, by making an adjustment in payment to the Contractor of a fair and equitable amount covering the value of all cancelled work less all items of cost incurred prior to the date that the Director cancels the work.

9-5.3.1 Withholding Payment for Defective Work: If the County discovers any defective work or material prior to the final acceptance, or if the County has a reasonable doubt as to the integrity of any part of the completed work prior to final acceptance, then the County will not allow payment for such defective or questioned work until the Contractor has remedied the defect and removed any causes of doubt.

9-5.3.2 Withholding Payment for Failure to Comply: The County will withhold progress payments from the Contractor if he fails to comply with any or all of the following, as applicable, within 60 days after beginning work:

1. Comply with and submit required documentation relating to prevailing wage rate provisions, Equal Employment Opportunity, On-The-Job Training, and Affirmative Action;

2. Comply with the requirement to report all necessary information, including actual payments to DBEs, all other subcontractors and major suppliers, through the Internet based Equal Opportunity Reporting System;

3. Comply with or make a good faith effort to ensure employment opportunity for minorities and females in accordance with the required contract provisions for Federal Aid Construction Contracts, and

4. Comply with or make a good faith effort to meet On-The-Job Training goals.

The County will withhold progress payments until the Contractor has satisfied the above conditions.

9-5.3.3 Withholding Payment for Other Reasons: The County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between the County and the Contractor, to such extent as may be necessary in the County's opinion to protect it from loss as a result of:

1. Third party claims filed or reasonable evidence indicating probable filing of such claims;
2. Failure of the Contractor to make payment properly to Subcontractors or for labor, materials, or equipment;
3. Reasonable doubt that the Work can be completed for the unpaid balance of the Contract amount;
4. Reasonable indication that the Work will not be completed within the Contract Time;
5. Unsatisfactory prosecution of the Work by the Contractor;
6. Failure to provide accurate and current red line documents, as-built drawings, or certified surveys;
7. Any other material breach of the Contract Documents.

If these conditions are not remedied or removed, the County may, after three calendar days' written notice, rectify the same at Contractor's expense. The County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to the County.

9-5.4 Release of Retainage After Acceptance: When the Contractor has furnished the County with all submittals required by the Contract, such as invoices, DBE Participation Certification, properly executed and notarized Release and Affidavit, duly executed Surety's consent to final payment, EEO reports, materials certifications, certification of materials procured, etc., (excluding Contractor's letter of acceptance of final amount due and Form 21-A

partial payments for materials stockpiled in approved out-of-state locations will be allowed if the conditions of 9-5.5.1 and the following conditions are met:

1. Furnish the County a Materials Bond stating the supplier guarantees to furnish the material described in the Contract to the Contractor and County. Under this bond, the Obligor shall be the material supplier and the Obligees shall be the Contractor and the Lee County Board of County Commissioners. The bond shall be in the full dollar amount of the bid price for the materials described in the contract.

2. The following clauses must be added to the construction Contract between the Contractor and the supplier of the stockpiled materials:

“Notwithstanding anything to the contrary, <supplier> will be liable to the Contractor and Lee County, Florida County<supplier> default in the performance of this agreement.”

“Notwithstanding anything to the contrary, this agreement, and the performance bond issued pursuant to this agreement, does not alter, modify, or otherwise change the Contractor’s obligation to furnish the materials described in this agreement to Lee County, Florida County.”

3. The agreement between the Contractor and the supplier of the stockpiled materials must include provisions that the supplier will store the materials and that such materials are the property of the Contractor.

9-5.6 Certification of Payment to Subcontractors: The term “subcontractor,” as used herein, includes persons or firms furnishing materials or equipment incorporated into the work or stockpiled for which the County has made partial payment and firms working under equipment-rental agreements. The Contractor is required to pay all subcontractors for satisfactory performance of their Contracts before the County will make a further progress (partial) payment. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor’s work is satisfactorily complete, as determined by the County. Prior to receipt of any progress (partial) payment, the prime contractor shall certify that all subcontractors having an interest in the Contract were paid for satisfactory performance of their Contracts and that the retainage is returned to subcontractors within 30 days after satisfactory completion of the subcontractor’s work. Submit this certification in the form designated by the County.

Within 30 days of the Contractor’s receipt of the final progress payment or any other payments thereafter, except the final payment, the Contractor shall pay all subcontractors and suppliers having an interest in the Contract for all work completed and materials furnished. The County will honor an exception to the above when the Contractor demonstrates good cause for not making any required payment and submits written notification of any such good cause to both the County and the affected subcontractors or suppliers within said 30 day period.

The Contractor shall indemnify and provide defense for the County when called upon to do so for all claims or suits against the County, by third parties, pertaining to Contractor payment or performance issues arising out of the Contract. It is expressly understood that the monetary limitation on the extent of the indemnification shall be the approved Contract amount, which shall be the original Contract amount as may be increased by subsequent Supplemental Agreements.

9-6 Record of Construction Materials.

9-6.1 General: For all construction materials used in the construction of the project, (except materials exempted by 9-6.2), preserve for the County’s inspection the invoices and records of the materials for a period of three years from the date of completion of the project.

in connection with work performed under the Contract and that the Contractor has not offered or made any gift or gratuity to, or made any financial transaction of any nature with, any employee of the County in the performance of the Contract. Include with the listed tort liability exceptions, if any, evidence of adequate insurance coverage as required in 7-13.

4. The surety on the Contract bond consents, by completion of their portion of the affidavit and surety release subsequent to the Contractor's completion of his portion, to final payment to the Contractor and agrees that the making of such payment does not relieve the surety of any of its obligations under the bond.

5. The Contractor has complied with and settled all requirements pertaining to any wage-rate provisions.

6. The Contractor has submitted all required mill tests and analysis reports to the Director.

7. The Contractor has furnished the Construction Compliance with Specifications and Plans Certification. Provide the Director with a notarized final certification of compliance with the requirements of Section 105 to accompany the final estimate. Certification must be on a form provided by the Director.

8. The Contractor has submitted and the County has accepted all as-built drawings and certified surveys.

9. The Contractor has furnished all required manufacturers' warranties to the Director.

9-8.2 Reserved

9-9 Reserved

9-10 Offsetting Payments.

1. After settlement or final adjudication of any claim of the County for work done pursuant to a construction contract with any party, the County may offset such amount from payments due for work done on any construction contract, excluding amounts owed to subcontractors, suppliers, and laborers, which it has with the party owing such amount if, upon demand, payment of the amount is not made within 60 days to the County.

2. Offsetting any amount pursuant to (1) above shall not be considered a breach of Contract by the County.

later than thirty (30) calendar days prior to the date of their expiration. Failure of the Contractor to provide the County with such renewal certificate(s) shall be considered justification for the County to terminate the Agreement.

(6) Contractor shall include the County, the County's agents, officers and employees in the Contractor's General Liability and Automobile Liability policies as additional insureds.

(7) If the County has any objection to the coverage afforded by other provisions of the insurance required to be purchased and maintained by Contractor in accordance with the requirements of the Contract Documents on the basis of its not complying with the Contract Documents, the County shall notify Contractor in writing thereof within thirty (30) calendar days of the delivery of such certificates to the County. Contractor shall provide to the County such additional information with respect to its insurance as may be requested.

(8) The Contractor shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

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.

Witnesses

[Corporate Seal]

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____
(Signature of Notary)

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

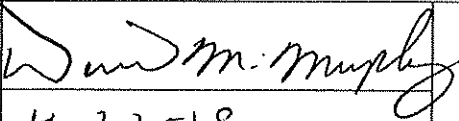
Commission No.: _____

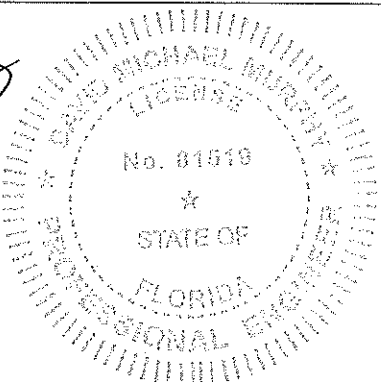
EXHIBIT K
SUPPLEMENTAL SPECIFICATIONS

INDEX

Division I-General Requirements and Covenants	K-2
Division II-Construction Details	K-2
1. Section 102-Maintenance of Traffic	K-2
2. Section 430-Pipe Culverts and Storm Sewers	K-3
Division III-Materials	K-3

I hereby certify that these Supplemental Specifications have been properly prepared by me, or under my responsible charge:

Supplemental Specification Section(s): 102, 430	
Signature:	
Date:	4-22-19
Engineer of Record:	David Murphy
Florida License No.:	81519
Firm Name:	
Firm Address:	
City, State, Zip Code:	
Cert. of Authorization No:	



Subarticle 102-9.15: Delete Subarticle 102-9.15 in its entirety and substitute the following:

Temporary Traffic Detection Technology – Maintain all existing actuated or traffic responsive mode signal operations for main and side street movements for the duration of the contract and restore any loss of detection within 12 hours. Video detection shall be installed at the beginning of the project before any loss of detection has occurred. The contractor shall furnish, install and operate video detection using technology approved by Lee DOT Traffic Division and as listed in Lee DOT Traffic plans specifications posted on the county website at http://www.lee-county.com/publicworks/pdf/traffic/DOT_Plan_Specifications.pdf.

SECTION 430 – PIPE CULVERTS AND STORM SEWERS (LCDOT 10/27/2017)

Article 430-3: Articles 430-3.1 and 430-3.2 are modified as follows:

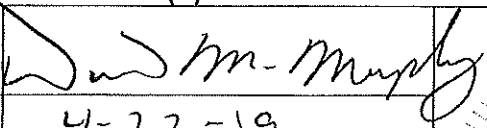
Pipe material for storm sewer or cross drain installations under pavement shall consist of steel reinforced concrete pipe in accordance with Section 449 and shall be a minimum of Class III or HE-III.

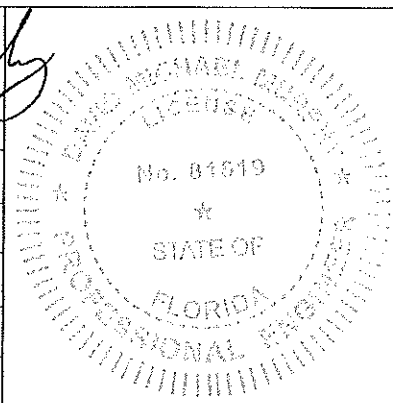
DIVISION III-MATERIALS

RESERVED

EXHIBIT M
TECHNICAL SPECIAL PROVISIONS

I hereby certify that these Technical Special Provisions have been properly prepared by me, or under my responsible charge:

Technical Special Provision Section(s):	
Signature:	
Date:	4-22-19
Engineer of Record:	David Murphy
Florida License No.:	81519
Firm Name:	
Firm Address:	
City, State, Zip Code:	
Cert. of Authorization No:	



Cleaning refers to the removal of enough material to ensure that at least ninety-five (95%) of the pipe capacity is restored.

Light Cleaning, refers to the removal of $\frac{1}{4}$ diameter or less of sediment or debris from a section of the pipe. This item will be billed, at a minimum in 10 foot increments and may be mixed with other types of cleaning. The Contractor will provide certification that at least ninety-five percent (95%) of the pipe capacity is restored. Video inspection may be requested by Project Manager.

Medium Cleaning, refers to the removal of between $\frac{1}{4}$ to $\frac{1}{2}$ diameter of sediment or debris from a section of pipe. This item will be billed, at a minimum, in 10 foot increments and may be mixed with other types of cleaning. The Contractor will provide certification that at least ninety-five percent (95%) of the pipe capacity is restored. Video inspection may be requested by Project Manager.

Heavy Cleaning, is defined as the removal of greater than $\frac{1}{2}$ diameter of sediment or debris from a section of pipe. This item will be billed, at a minimum, in 10 foot increments and may be mixed with other types of cleaning. The Contractor will provide certification that at least ninety-five percent (95%) of the pipe capacity is restored. Video inspection may be requested by Project Manager.

Specialty Cleaning, such as the removal of masonry plugs, calcite/concrete deposits, roots or the use of special equipment such as bucket machines will be priced in addition to Light, Medium or Heavy Cleaning as described above. This item will be billed, at a minimum, in 10 foot increments and may be mixed with other types of cleaning.

Specialty Cleaning, will only be charged for the footage for which the service was required and for which written approval was authorized by the Project Manager. The contractor will provide certification that at least ninety-five percent (95%) of the pipe capacity is restored. Video inspection may be requested by Project Manager.

STRUCTURAL REQUIREMENTS

A. The RICPP shall be designed per ASTM-1216 with the following additional requirements:

1. The design shall assume no bonding to the original pipe wall.
2. External hydraulic design based on acceptable third party testing and verification of the enhancement factor, K, shall be submitted for review.
3. The bond between the RICIPP layers shall be strong and uniform. All layers, after cure, shall form one homogeneous structural pipe wall with no part of the tube left unsaturated.
4. The cured pipe material (RICIPP) shall conform to the following structural properties:

<u>Property Results</u>	<u>Test Method</u>	<u>Minimum Test Result</u>
Modulus of Elasticity	ASTM D-790	250,000 psi
Flexural Strength	ASTM D-790	4,500 psi

5. Design parameters shall be in accordance with ASTM F-1216. Design parameters shall be for a fully deteriorated pipe with a long term flexural modulus of 50% of the short-term modulus and the design safety factor for two (2) remaining unchanged.

B. If required by the County, RICIPP field tube samples shall be cured in the hot water contained in the inversion column contained within steel plates and Mylar sheeting. These sample pieces shall be at least 20" in length with enough width for a test laboratory to run a minimum of three

- H. Thermocouples shall be placed between the RICIPP tube and the existing pipe wall at the inversion and discharge locations to monitor the liner temperature. Readings shall be entered on logs that are submitted to the County at the end of each lining. For every five installations, the County Project Manager or designee shall perform a miscibility test demonstrating that water will not mix with the resin system.
- I. A Contractor's representative shall remove a small amount of catalyzed resin from the saturated liner, when requested and in the presence of the County Project Manager prior to inversion. The material shall exhibit the characteristic of an elastic gel. A water mix test shall be performed on site, catalyzed resin shall be placed in a jar and equal amounts of water added, the jar sealed and shaken vigorously. The material shall not mix or form an emulsion. If the resin material mixes, the saturated liner tube shall be rejected and shall be removed from the site. The rejected liner shall be disposed of in accordance with Federal, State and Local requirements. A pre-liner shall be required and the thickness of the entire circumference of the line shall have to meet or exceed the minimum thickness required by the County.
- J. At the County's request, no more than five(5) times per 10 inversions, a video camera shall be inserted into the pipe to be lined and positioned within one to two(1 – 2) feet of the inverting tube in the presence of the County Project Manager. The County Project Manager shall view the inversion of the tube from the video monitor in the Contractor's CCTV truck. If resin discharge from the tube is observed the Contractor shall immediately stop the inversion and remove the tube from the pipe. The rejected liner shall be removed from the site and disposed of in accordance with Federal, State and local requirements.
- K. Reforming: After insertion is completed, the contractor shall supply a suitable heat source. The equipment shall be capable of delivering hot fluids throughout the section to uniformly raise the temperature of the liner mass to the temperature required to cure the liner. The heat source shall be fitted with monitors to gauge the temperature and pressure of the fluid injected.
- L. Cool down shall be accomplished by the introduction of cool water and air or another approved method.
- M. During the warranty period, any defects that will affect the integrity or strength of the liner shall be repaired at the Contractor's expense in a manner mutually agreed upon by the County and the Contractor.

SEALING RICIPP AT MANHOLES/INLETS

- A. Leakage testing of the pipe shall be accomplished during the cure while under positive head.
- B. If the RICIPP fails to make a leak tight seal, the Contractor shall apply a sealing material at that point. The seal shall be of a resin mixture compatible with the RICIPP.
- C. There shall be no visible leaks in the completed system. During the warranty period, any defects that will affect the integrity or strength of the RICIPP or any visible leaks shall be repaired at the Contractor's expense.

INSPECTION

- A. The contractor shall inspect all piping to ensure that the RICIPP is free from defects in materials and workmanship.
- B. A video CD shall be provided to the County showing the completed work. The video CD shall include the pre-installation footage, the inversion/installation footage (when required) and the post-installation footage. NO INVOICE SHALL BE APPROVED FOR PAYMENT WITHOUT ACCOMPANYING VIDEO.
- C. RICIPP samples shall meet or exceed the specified structural properties of:

a size that when installed will neatly fit the internal circumference of the conduit. The outside diameter of the liner shall be at least equal, preferably larger, than the inside diameter of the conduit. Allowance shall be made for misaligned and missing conduit. The standard dimension ration (SDR) of the liner pipe shall be based on the evaluation of the design considerations.

- C. These considerations normally include an evaluation of:
 - 1. Flow capacity
 - 2. External loads (hydrostatic pressure and/or static and dynamic earth loads)
 - 3. Internal pressure, if applicable. The Contractor shall recommend liner SDR based on an evaluation
- D. The contractor shall determine the minimum length for each section to provide at least two (2) feet excess at both ends of the liner pipe section to be processed. The Contractor shall verify the lengths in the field before insertion. Individual insertion runs can be made over one or more manhole sections as determined in the field by the Contractor and approved by the County Project Manager.

PREPARATION

A. Prior to installation:

1. Cleaning of line:

Line sections shall be cleared of all debris, roots and other materials that would hinder proper insertion of the liner by the Contractor.

2. Television Inspection:

Line sections to be lined shall be TV inspected with a video recording by the Contractor noting locations of all obstructions.

Any other obstructions encountered that will prevent proper liner installation or damage the liner during installation shall be called to the attention of the County so the County can determine the method for their removal or repair.

No lining shall be performed until the line has been properly prepared. If the line is unacceptable for lining, the Contractor shall review the TV inspection report and determine the location(s) where spot repairs or additional cleaning is required.

INSTALLATION

- A. Pipe Lining shall be installed in accordance with the requirements of FDOT Technical Specification 431.
- B. The liner pipe shall be inserted into the existing line with a power winch and steel cable connected to the end of the liner by use of an appropriate pulling header or other approved pulling method. A second pulling head may be attached to the other end of the liner for attachment of a tag line to pull the liner back out of the line, if necessary. Length of the liner pipe to be inserted at any one time shall be governed by the winch drum capacity and winching power available and consideration of the size and condition of the sewer.
- C. The finished pipe liner shall be continuous over the entire length of the insertion and be as free as practicable from visual defects such as splits, creases or foreign inclusions. It shall all meet the pressure test specified below.
- D. During the warranty period all defects which will affect the integrity or strength of liner shall be repaired at the Contractor's expense in a manor mutually agreed upon by the County and the Contractor.

2. TELEVISION INSPECTION

The Contractor shall adhere to a system of classifying and coding sewer defects. At a minimum, the Contractor shall code the following descriptions and a copy of the applicable code shall be furnished to the County with each video.

- A. Root intrusion at joints or cracks in the mainline and at lateral connections. Root mass is 50% or greater of the pipe diameter (each) R2-5 code is used when 50% of pipe diameter is filled with roots.
- B. Flow observed entering from a joint (each).
- C. Flow observed entering from a crack (each).
- D. Flow observed entering from a root intrusion (each).
- E. Sag in the line, minor: sag is less than one-half of the pipe diameter in depth (feet).
- F. Sag in the line severe: sag is greater than one-half of the pipe diameter in depth (feet).
- G. Pipe deflection or pipes out of round, severe: major pipe wall deflection noticed and the pipe wall appears to be in near state of collapse (each).
- H. Broken Pipe: broken pipe that has obvious outward or inward deflection of the pipe wall from cracks (each).
- I. Collapsed Pipe: pipe fragments missing out of pipe wall and the original pipe will still exists (feet).
- J. Crushed Pipe: pipe is crushed and the original shape of the pipe has been destroyed and the void filled (feet)

3. RESIN IMPREGNATED CURED-IN-PLACE PIPE (RICIPP) LINING

- A. The Contractor shall furnish all labor, materials, equipment, permitting and tools necessary for the full reconstruction of storm sewer lines by the installation of a resin-impregnated flexible felt tube, which is inverted into the existing conduit by use of hydraulic head. Where inversion is not appropriate, a pull and inflate method shall be acceptable.
- B. While cleaning, inversion or discharging of resins, a turbidity barrier shall be used at all discharge points and Micro Sort may be used to neutralize the resins. Disposal shall be the responsibility of the contractor.
- C. Curing shall be accomplished by circulating hot water within the liner tube to cure the encapsulated resin system. Any other method of curing shall require prior approval of the County Project Manager.
- D. When cured, the finished pipe shall be continuous, watertight and formed to the original conduit.
- E. Cleaning and inspection of conduits, bypass pumping, line obstruction removal, re-establishment of services, pre-installation video recording, installation of Resin Impregnated Cured-in-Place Pipe (RICIPP) including installation, television inspection, post-installation video recording, connections, testing and final inspections shall all be included as part of this work.

EXHIBIT O
DEVELOPMENTAL SPECIFICATIONS

RESERVED

I hereby certify that these Developmental Specifications have been properly prepared by me, or under my responsible charge:

Developmental Specifications Section(s):		
Signature:		
Date:		
Engineer of Record:		
Florida License No.:		
Firm Name:		
Firm Address:		
City, State, Zip Code:		
Cert. of Authorization No:		

EXHIBIT Q
OTHER RELEVANT FORMS

EXHIBIT P
CONTRACTOR'S BACKGROUND SCREENING AFFIDAVIT



**CONTRACTOR BACKGROUND
SCREENING AFFIDAVIT**

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Contractor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Contractor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit. I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Contractor will be solely responsible for complying with such legal requirements. Furthermore, the Contractor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: 12/12/19

Signature 

STATE OF FLORIDA
COUNTY OF SEMINOLE

Mark Harris, Vice President
Name/Title

On the date set forth above, the foregoing instrument was sworn to (or affirmed) and subscribed before me by the above-named person and in their stated capacity, and is either personally known to me or who has produce the following as identification: _____

[Stamp/seal required]



Stephanie Godwin
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG278164
Expires 11/20/2022


Signature, Notary Public