



# MANATEE COUNTY GOVERNMENT

## INVITATION FOR BID (IFB) #10-2554DC METAL ROOF RESTORATION @ CIVIC CENTER

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

### **NON-MANDATORY INFORMATION CONFERENCE**

In order to insure that all prospective bidders have sufficient information and understanding of the County's needs, **an Information Conference will be held October 12, 2010 at 10:00 A.M. at the Manatee County Civic Center (in the Longboat Key Room), One Haben Boulevard, Palmetto, Florida. All interested bidders are encouraged to attend.** A site visit will immediately follow the Information Conference.

**DEADLINE FOR CLARIFICATION REQUESTS: October 19, 2010 at 5:00 P.M.**

**TIME AND DATE DUE: November 2, 2010 at 3:00 P.M. at Manatee County Purchasing, 1112 Manatee Avenue West, Suite 803, Bradenton, Florida 34205.**

**FOR INFORMATION CONTACT:**  
**DEBORAH CAREY-REED, CPPB**  
(941) 749-3074 FAX (941) 749-3034  
[deborah.carey-reed@mymanatee.org](mailto:deborah.carey-reed@mymanatee.org)

AUTHORIZED FOR RELEASE: 

**IFB #10-2554DC  
METAL ROOF RESTORATION @ CIVIC CENTER**

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No Bid Statement

SECTION A  
**INFORMATION TO BIDDERS**

**A.01 OPENING LOCATION**

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

**A.02 INSPECTION OF THE SITE**

Inspection of the site is a requirement to be considered for award of this contract. Prior to the submission of a bid, each bidder shall visit the site to become familiar with all conditions that may affect the work required to completely execute the full intent of these specifications.

**A.03 BID AND PROPOSAL DOCUMENTS**

**Bids and Proposals** on <http://www.mymanatee.org>.

Bid or Proposal documents and the Notices of Source Selection related to those Bids or Proposals are available for download in a portable document format (.PDF) file on the Manatee County web page on the Purchasing tab under "Bids and Proposals." You may view and print these files using Adobe Acrobat software. You may download a free copy of this software (Adobe) from the County's web page if you do not have it. **Manatee County collaborates with the Manatee Chamber of Commerce** on distributing solicitations using the RFP Tool web page on the Chambers website: <http://www.Manateechamber.com> to post Bid and Proposal documents in a portable document format (.PDF) file. This step is in addition to the posting on Manatee County Government web pages.

Manatee County may also use an internet service provider to distribute Bids and Proposals. A link to that service <http://www.DemandStar.com>, is provided on this website under the Tab "DemandStar". Participation in the DemandStar system is not a requirement for doing business with Manatee County. Note: The County posts the Notice of Source Selection seven calendar days prior to the effective date of the award.

IT IS THE RESPONSIBILITY OF EACH VENDOR, PRIOR TO SUBMITTING THEIR BID or PROPOSAL, TO CONTACT MANATEE COUNTY PURCHASING (see contact information on cover page of this document) TO DETERMINE IF ADDENDA WERE ISSUED AND TO MAKE SUCH ADDENDA A PART OF THEIR BID or PROPOSAL.

**A.04 BID AND PROPOSAL FORM DELIVERY REQUIREMENTS**

Any bids or proposals received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder or proposer to have their bid or proposal delivered to Manatee County Purchasing for receipt on or before the stated time and date. If a bid or proposal is sent by U.S. Mail, the bidder or proposer shall be responsible for its timely delivery to Purchasing. Bids or proposals delayed by mail shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the respondent's request and expense.

A.05 DEADLINE FOR CLARIFICATION REQUESTS

**October 19, 2010 at 5:00 P.M.** shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the Invitation for Bids to Manatee County Purchasing.

This deadline has been established to maintain fair treatment for all potential bidders, while maintaining the expedited nature of the Economic Stimulus that the contracting of this work may achieve.

A.06 CLARIFICATION & ADDENDA

Each bidder shall examine all Invitation for Bids 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 Invitation for Bids shall be made through Manatee County Purchasing. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

If any addenda are issued to this Invitation for Bid, the County will Broadcast the addenda on the Demand Star distribution system to "Planholders" on this web service, and post the documents on the Purchasing web page at <http://www.mymanatee.org> which can be accessed by clicking on the "Purchasing" button and then clicking on the "Bids and Proposals" button. It shall be the responsibility of each bidder, prior to submitting their bid, to contact Manatee County Purchasing (see contact on page 1) to determine if addenda were issued and to make such addenda a part of their bid.

A.07 SEALED & MARKED

Three signed copies of your bid shall be submitted in one sealed package, clearly marked on the outside "Sealed Bid #10-2554DC Metal Roof Restoration @ Civic Center" with your company name. Address package to:

Manatee County Purchasing  
1112 Manatee Avenue West, Suite 803  
Bradenton, Florida 34205

A.08 LEGAL NAME

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

A.09 BID EXPENSES

All expenses for making bids to the County are to be borne by the bidder.

A.10 IRREVOCABLE OFFER

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

#### A.11 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission. Also, the County reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of the County. Any sole response received by the first submission date may or may not be rejected by the County depending on available competition and current needs of the County. For all items combined, the bid of the lowest responsive, responsible bidder will be accepted, unless all bids are rejected. The lowest responsible bidder shall mean that bidder who makes the lowest bid to sell goods and/or services of a quality which conforms closest to or most exceeds the quality of goods and/or services set forth in the attached specifications or otherwise required by the County, and who is fit and capable to perform the bid as made.

To be responsive, a bidder shall submit a bid which conforms in all material respects to the requirements set forth in this Invitation For Bid. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any bidder to furnish the service requested. Information the County deems necessary to make this determination shall be provided by the bidder. Such information may include, but shall not be limited to: current financial statements, verification of availability of equipment and personnel, and past performance records.

#### A.12 APPLICABLE LAWS

Bidder must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting agreement. Any involvement with any Manatee County procurement shall be in accordance with Manatee County Code of Laws, as amended. Any actual or prospective bidder who is aggrieved in connection with the solicitation or award of a contract may protest to the Board of County Commissioners of Manatee County as required in Manatee County Code of Laws.

A protest with respect to this Invitation For Bid shall be submitted in writing prior to the scheduled opening date of this bid, unless the aggrieved person did not know and could not have been reasonably expected to have knowledge of the facts giving rise to such protest prior to the scheduled opening date of this bid. The protest shall be submitted within seven calendar days after such aggrieved person knows or could have reasonably been expected to know of the facts giving rise thereto.

#### A.13 CODE OF ETHICS

With respect to this bid, if any bidder violates or is a party to a violation of the Code of Ethics of Manatee County per Manatee County Purchasing Code of Laws, Article 3, Ethics in Public Contracting, and/or the State of Florida per Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from performing the work described in this bid or from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for work or for goods or services for Manatee County.

A.13 CODE OF ETHICS (cont'd)

The County anticipates that all statements made and materials submitted in a bid will be truthful. If a bidder is determined to be untruthful in its bid or any related presentation, such bidder may be disqualified from further consideration regarding this Invitation For Bid.

A.14 COLLUSION

By offering a submission to this Invitation For Bid, the bidder certifies that the bidder has not divulged, discussed or compared their bid with other bidders, and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to their own organization, that in connection with this bid:

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

A.15 BID FORMS

Bids must be submitted on attached County forms, although additional pages may be attached. **Bidders must fully complete all Bid Form pages of the Bid submitted. Bid Forms must be executed by an authorized signatory who has the legal authority to make the offer and bind the company. Bidders must fully comply with all bid specifications, terms, and conditions.** Failure to comply shall result in contract default, whereupon, the defaulting vendor shall be required to pay for any and all procurement costs, damages, and attorney fees as incurred.

A.16 DISCOUNTS

Any discounts must be incorporated in the prices bid; and not shown separately. The prices as shown on the bid form shall be the price used in determining award(s).

A.17 TAXES

Manatee County is exempt from Federal Excise and State Sales Taxes. (F.E.T. Exempt Cert. No. 59-78-0089K; FL Sales Tax Exempt Cert. No. **51-02-027548-53C**); therefore, the vendor is prohibited from delineating a separate line item in his bid for any sales or service taxes. Nothing herein shall affect the vendor's normal tax liability.

**A.18 MATHEMATICAL ERRORS**

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

**A.19 DESCRIPTIVE INFORMATION**

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

**A.20 UNBALANCED BIDDING PROHIBITED**

Manatee County recognizes that large and/or complex projects will often result in a Variety of methods, sources and prices; however, where in the opinion of the County such variation does not appear to be justified, given bid specifications and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids will include:

- a. Bids showing omissions, alterations of form, additions not specified or required, conditional or unauthorized alternate bids.
- b. Bids quoting prices that substantially deviate, either higher or lower, from those included in the bids of competitive bidders for the same line item unit costs.
- c. Bids where the unit costs offered are in excess of or below reasonable cost analysis values.

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

**A.21 FRONT END LOADING OF BID PRICING PROHIBITED**

Prices offered for performance and/or acquisition activities to occur early in the project schedule, such as: mobilization, clearing and grubbing; or maintenance of traffic, that are substantially higher than pricing of competitive bidders within the same portion of the project schedule, will be presumed to be front end loaded. Front end loaded bids could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the Contractor to complete the work or otherwise creating an appearance of an under-capitalized bidder.

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

A.22 WITHDRAWAL OF OFFERS

Vendors may withdraw offers as follows: a) Mistakes discovered before the opening of a solicitation may be withdrawn by written notice from the bidder submitting the offer. This request must be received in the office designated for receipt of offers in the solicitation document prior to the time set for delivery and opening of the offers. A copy of the request shall be retained and the unopened offer returned to that vendor. b) After the responses to a solicitation are opened or a selection has been determined, but before a contract is signed, a vendor alleging a material mistake of fact may be permitted to withdraw their offer if: (1) the mistake is clearly evident on the solicitation document; or (2) the bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. Request to withdraw an offer must be in writing and approved by the Purchasing Official.

A.23 MODIFICATION OF BID SPECIFICATIONS

If a bidder wishes to recommend changes to the bid specifications, the bidder shall furnish in writing, data and information necessary to aid the County in evaluating the request to modify the specifications. The County is not obligated to make any changes to the bid specifications. Unless an addendum is issued, the bid specifications shall remain unaltered. **Bidders must fully comply with the bid specifications, terms, and conditions.**

A.24 AMERICAN DISABILITIES ACT

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

A.25 LOBBYING

After the issuance of any Invitation For Bid, prospective bidders, or any agent, representative or person acting at the request of such bidder shall not contact, communicate with or discuss any matter relating in any way to the Invitation For Bid with any officer, agent or employee of Manatee County other than the Purchasing Official or as directed in the Invitation For Bid. This prohibition begins with the issuance of any Invitation For Bid, and ends upon execution of the final contract or when the invitation has been canceled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Code of Laws.

The County reserves the right to amend or to add to the names listed as persons to contact. All amendments or additions to the names listed as persons to contact shall be issued by Purchasing, in writing.

A.26 DRUG FREE WORK PLACE

The Manatee County Board of County Commissioners adopted a policy regarding bidders maintaining a Drug Free Work Place, prohibiting the award of bids to any person or entity that has not submitted written certification to the County that it has complied with those requirements [Manatee County Code of Laws]. A Drug Free Work Place Certification Form is attached to this bid for this purpose.



A.27 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

A person or affiliate who has been placed on the State's convicted vendor list following a conviction for a public entity crime, as that term is defined in Florida Statute s. 287.133, may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. In addition, the Manatee County Code prohibits the award of any contract to any person or entity who/which has, within the past five years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of an environmental law that, in the reasonable opinion of the Purchasing Official, establishes reasonable grounds to believe the person or business entity will not conduct business in a responsible manner. To ensure compliance with the foregoing, the Code requires all persons or entities desiring to contract with the County to execute and file with the Purchasing Official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity, and any persons(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with the County. In the case of a business entity other than a partnership or a corporation, such affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, such affidavit shall be executed by the general partner(s). A Public Contracting and Environmental Crimes Certification Form is attached.

A.28 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Manatee County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all vendors that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

A.29 DISCLOSURE

Upon receipt, all inquires and responses to inquires related to this Invitation for Bid become "Public Records" and are subject to public disclosure consistent with Chapter 119, Florida Statutes. **Bids become "Public Records" ten (10) days after the bid opening or if an award decision is made earlier than this time as provided by Florida Statute 119.071.** No announcement or review of the bid documents shall be conducted at the public opening of the bids.

Based on the above, Manatee County will receive bids at the date and time stated, and will make public at the opening the names of the business entities of all that submitted an offer and any amount presented as a total offer without any verification of the mathematics or the completeness of the offer. Upon the expiration of the statutory term for exemption the actual documents may be inspected or copied. When County staff have completed a mathematic validation and inspected the completeness of the offers, a tabulation shall be posted on [www.mymanatee.org](http://www.mymanatee.org).

SECTION B  
**BASIS OF AWARD**

**B.01 BASIS OF AWARD**

Award shall be to the most responsive, responsible bidder meeting specifications and having the lowest Total Bid Price for **Bid "A"** or the lowest Total Bid Price for **Bid "B"** for the requirements listed on the Bid Form for the Work as set forth in this Invitation For Bid. Bid Prices shall include costs for furnishing all labor, equipment and/or materials for the completion of the Work in accordance with and in the manner set forth and described in this Bid Document to the County's satisfaction within the prescribed time. **Inspection of the site is a prerequisite for award.**

**Two schedules for Completion of the Work shall be considered. Each bid for completion by the specific stated time shall be offered as a separate Total Bid Price. The County has the sole authority to select the bid based on the Completion Time which is in the best interest of the County. Only one award shall be made.**

Whenever two or more bids are equal with respect to price, quality and service, the bid received from a local business shall be given preference in award. Whenever two or more bids which are equal with respect to price, quality and service are received, and both bids or neither of these bids are received from a local business, the award shall be determined by a chance drawing conducted by Manatee County Purchasing and open to the public.

Local business is defined as a business duly licensed and authorized to engage in the sale of goods and/or services to be procured, which has a place of business in Manatee County with full time employees at that location.

**B.02 QUALIFICATIONS OF BIDDERS**

Each bidder must secure all licenses required (in accordance with Chapter 489 Florida Statutes) for the Work which is the subject of this bid; and, upon request, shall submit a true copy of all applicable licenses. **The contractor shall be certified in Florida as a Certified Roofing Contractor.**

To be considered for award of this project, the contractor shall have performed verifiable work on roof replacements and repairs as specified herein, and shall have a minimum of five (5) continuous years experience in roofing applications including two (2) years as an authorized applicator of the system being proposed. Manatee County will not consider award to any contractor who has failed to meet a project completion date within the past five years.

**B.02 QUALIFICATIONS OF BIDDERS** (cont'd)

To demonstrate qualifications to perform the Work, each bidder must be prepared to submit within five days of County's request; written evidence such as financial data, previous experience, present commitments and other such data as may be requested. Bidder must be able to provide evidence of Bidder's qualification to do business in the state of Florida. Each bidder shall submit as a portion of their bid a completed Contractor's Questionnaire included as Section 00430.

**B.03 SUBCONTRACTORS**

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

Subcontractors shall be bound by the terms and conditions of this contract insofar as it applies to their Work, but this shall not relieve the prime contractor from the full responsibility to the County for the proper completion of all Work to be executed under this contract.

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

**B.04 PREPARING CONTRACT**

A written notice confirming award or recommendation thereof will be forwarded to the successful bidder accompanied by the required number of unsigned counterparts of the agreement. Within ten (10) days thereafter, successful bidder shall sign and deliver the required number of counterparts of the agreement with any other required documents to County. (Note: Contract must be approved by Manatee County to be valid.)

**B.05 BE GREEN**

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

SECTION C  
**GENERAL TERMS AND CONDITIONS**

**C.01 CONTRACT FORMS**

The agreement resulting from the acceptance of a bid shall be in the form of the agreement stated in this bid.

**C.02 ASSIGNMENT OF CONTRACT**

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

**C.03 COMPLETION OF WORK**

The Work will be substantially complete and ready for occupancy within the specific calendar days from the date the Contract Time commences to run (upon issuance of Notice to Proceed). Two bids shall be considered based on **150 calendar days** and based on **120 calendar days**. The County has the sole authority to select the bid based on the Completion time which is in the best interest of the County. Only one award shall be made.

**C.04 LIQUIDATED DAMAGES**

If the Contractor refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will hinder its completion within the time specified, the County may seek damages. The actual damages for delay will be impossible to determine and in lieu thereof, the Contractor shall pay to the County the sum of **\$1,423** as fixed, agreed, and liquidated damages for each calendar day of the delay until the Work is finally accepted by the County and the Contractor and his Surety shall be liable for the amount thereof.

**C.05 PAYMENT**

Contractor shall submit an application, on a form provided or approved by the County, of an approximate estimate of the proportionate value of the Work done, items and locations of the Work performed up to and including the last day of the period then ending. The County will then review said estimate and make any necessary revisions so that the estimate can receive approval for payment. The amount of said estimate after deducting any required retainage and all previous payments shall be due and payable to the Contractor within 20 days after the pay estimate has been approved by the County.

It is the Contractor's responsibility for the care of any stored materials. Any damage to or loss of said materials is the responsibility of the Contractor. Any requests for payment of materials stored on site must be accompanied with a paid receipt. The Contractor warrants and guarantees that title to all work, materials and equipment covered by any application for payment, whether incorporated in the project or not, will pass to the County at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter referred to as "Liens").

C.05 PAYMENT (cont'd)

The Contractor agrees to furnish an affidavit stating that all laborers, materialmen, and subcontractors have been paid on the project for Work covered by the application for payment and that a partial or complete release of lien, as may be necessary, be properly executed by the materialmen, laborers, subcontractors on the project for Work covered by the application for payment, sufficient to secure the County from any claim whatsoever arising out of the aforesaid Work.

When the Contractor has completed the Work in compliance with the terms of the Contract Documents, he shall notify the County in writing that the project is ready for final inspection. Upon completion of final inspection, the County will notify Contractor of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies. When all such errors have been corrected, a final reinspection will be made. The process will be repeated until, in the opinion of the County, the project has been completed in compliance with the terms of the Contract Documents.

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

C.06 RETAINAGE

A **retainage** of 2.5% of the total contract amount shall be withheld from payments after 75% completion of the Work. Upon substantial completion, this retainage shall be reduced to 1% of the total contract amount plus such amount as the County may reasonably deem necessary to repair, replace, complete or correct any damaged, defective, incorrect or incomplete work. Upon final acceptance, the remaining retainage shall be included in the final payment.

C.07 WARRANTY AND GUARANTEE PROVISIONS

All work, materials, and equipment furnished as defined herein shall be guaranteed and warranted by the contractor for a minimum period of one year, unless otherwise specified, from final acceptance by the County to be free from defects due either to faulty materials or equipment or faulty workmanship.

C.08 ROYALTIES AND PATENTS

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

**C.09 AUTHORIZED PRODUCT REPRESENTATION**

The contractor, by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. Failure to perform accordingly may, in the County's sole discretion, be deemed a breach of contract, and shall constitute grounds for the County's immediate termination of the contract.

**C.10 REGULATIONS**

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

**C.11 CANCELLATION**

Any failure of the contractor to furnish or perform the Work (including, but not limited to, commencement of the Work, failure to supply sufficient skilled workers or suitable materials or equipment) in accordance with the contract, the County may order the stop of the Work, or any portion thereof, until the cause for such order has been eliminated. If the contractor persistently fails to perform the Work in accordance with the contract, the County reserves the right to terminate the contract.

**C.12 INDEMNIFICATION**

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

**C.13 MANUALS, SCHEMATICS, HANDBOOKS (IF APPLICABLE)**

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

**C.14 INSURANCE**

The contractor will not commence work under a contract until all insurance under this section and such insurance coverage as might be required by the County has been obtained. The contractor shall obtain, and submit to Purchasing within ten calendar days of request, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

C.14 INSURANCE (cont'd)

a. Workers' Compensation/Employers' Liability

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

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

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

b. Commercial General Liability

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

General Aggregate:

Products/Completed Operations Aggregate	<u>\$1,000,000</u>
Personal and Advertising Injury	<u>\$300,000</u>
Each Occurrence	<u>\$300,000</u>
Fire Damage (Any One Fire)	\$ Nil
Medical Expense (Any One Person)	\$ Nil

c. Business Auto Policy

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

d. Owners Protective Liability Coverage

The minimum OPC Policy limits per occurrence and, if subject to an aggregate, annual aggregate to be provided by the contractor shall be the same as the amounts shown above as the minimum per occurrence and general policy aggregate limits respectively required for the Commercial General Liability coverage. The limits afforded by the OPC Policy and any excess policies shall apply only to the County and the County's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this contract.

e. Property Insurance

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

C.14 INSURANCE (cont'd)

- f. Installation Floater  
**If this contract does not include** construction of or additions to above ground building or structures **but does involve** the installation of machinery or equipment, contractor shall provide an "**Installation Floater**" with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).
- g. Certificates of Insurance and Copies of Policies  
 Certificates of Insurance in triplicate evidencing the insurance coverage specified in the six above paragraphs a., b., c., d., e. and f., shall be filed with the Purchasing Official before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the bid number, project title and location of project.

Insurance shall remain in force at least one year after completion and acceptance of the project by the County, in the amounts and types as stated herein, with coverage for all products and services completed under this contract.

**ADDITIONAL INSURED: - The contractor shall name Manatee County as additional insured in each of the applicable policies.**

If the initial insurance expires prior to the completion of operations and/or services by the contractor, renewal certificates of insurance and required copies of policies shall be furnished by the contractor and delivered to the Purchasing Official 30 days prior to the date of their expiration. Nothing herein shall in any manner create any liability of the County in connection with any claim against the contractor for labor, services, or materials, or of subcontractors; and nothing herein shall limit the liability of the contractor or contractor's sureties to the County or to any workers, suppliers, materialmen or employees in relation to this contract.

C.15 BID BOND/CERTIFIED CHECK

By offering a submission to this Invitation For Bid the bidder agrees, should the bidder's bid be accepted, **to execute the form of contract and present the same to Manatee County for approval within ten days after being notified of the awarding of the contract.** The bidder further agrees that failure to execute and deliver said form of contract within ten days will result in damages to Manatee County and as guarantee of payment of same a bid bond/certified check shall be enclosed within the submitted sealed bid in the amount of five (5%) percent of the total amount of the bid. The bidder further agrees that in case the bidder fails to enter into a contract, as prescribed by Manatee County, the bid bond/certified check accompanying the bid shall be forfeited to Manatee County as agreed liquidated damages. If the County enters into a contract with a bidder, or if the County rejects any and/or all bids, accompanying bond will be promptly returned.



**C.16 PERFORMANCE AND PAYMENT BONDS**

The successful bidder shall furnish surety bonds as security for faithful performance of the contract awarded as a result of this bid, and for the payment of all persons performing labor and/or furnishing material in connection therewith. Surety of such bonds shall be in an amount equal to the bid award (100% each) and from a duly authorized and nationally recognized surety company, authorized to do business in Florida, satisfactory to this County. The attorney-in-fact who signs the bonds must file with the bonds a certificate and effective dated copy of power-of-attorney. (Reference Florida Statute 255.05)

Furnishing the performance and payment bonds shall be requisite to execution of a contract with the County. Said performance and payment bonds will remain in force for the duration of the contract with the premiums paid by the contractor. Failure of successful bidder to execute such contract and to supply the required bonds shall be just cause for annulment of the award. The County may then contract with another acceptable bidder or readvertise this Invitation For Bid. If another bidder is accepted, and notice given within 90 days after the opening of bids, this acceptance shall bind the bidder as though they were originally the successful bidder.

Failure of the County at any time, to require performance by the contractor of any provisions set out in the contract will in no way affect the right of the County, thereafter, to enforce the provisions. Bonds to remain in effect for one year after final payment becomes due.

**SECTION D**  
**INSTRUCTIONS TO BIDDERS**

**D.01 THE WORK**

The Work generally includes the restoration (elastomeric coating) of the metal roof at the Manatee County Convention Center, including repairs to the eaves, soffit, and fascia; and installation of new gutters and downspouts as specified in this Invitation for Bid.

The Bidder is responsible for verifying all measurements. The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used and interpretation of these Specifications shall be made upon that basis.

**D.02 SUBCONTRACTORS, SUPPLIERS AND OTHERS**

The identity of subcontractors, suppliers, and other persons (including those who are to furnish the principal items of material and equipment) may be requested by the Owner for each bid item from any of the Bidders; and the Bidder shall respond within five days after the date of such request. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such subcontractor, supplier, persons or organization if requested by Owner. If Owner, after due investigation has reasonable objection to any proposed subcontractor, supplier, other person or organization, Owner may request the apparent successful Bidder to submit an acceptable substitute without an increase in Contract Price or Contract Time.

**D.03 PROJECT SUPERVISION**

The contractor shall have a competent project supervisor available at all times while work is being performed who is able to read, write, and speak the English language. This person shall also be able to effectively communicate/translate to the workmen, the County's needs and expectations and respond/resolve all related issues. Representatives of contractors, subcontractors and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents. All responsible individuals shall be available by telephone at all times.

**D.04 PERMITS AND FEES**

The contractor shall apply for and is responsible for all permits and any fees associated with this project and for the disposal of debris resulting from this project.

**D.05 MATERIALS AND WORKMANSHIP**

All materials and apparatus required for the Work, except as specifically specified otherwise, shall be new, of first class quality, and shall be furnished, delivered, connected and finished in every detail. Use skilled workman trained and experienced in the necessary trades and who are completely familiar with the specified requirements and the methods needed for proper performance of the Work of this section. Comply with the most current codes and regulations of all jurisdictional local, state and federal governmental agencies having jurisdiction.

**D.06 EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Bid Documents thoroughly; (b) visit the site to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the Work; (c) consider federal, state, and local codes, laws, and regulations that may affect costs, progress, performance, or furnishing of the Work; (d) study and carefully correlate Bidder's observations with the Bid Documents; and (e) notify County of all conflicts, errors, or discrepancies in the Bid Document. Each Bidder may, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine his Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions. County will provide each Bidder access to the site to conduct such explorations and tests. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

**D.07 REGULATIONS AND MATERIAL DISPOSAL**

It shall be the responsibility of the contractor to assure compliance with any OSHA, EPA, federal, state, and/or local rules, regulations or other requirements as each may apply. The contractor shall apply for, acquire, post, and achieve inspections compliance for all applicable permits. Any conflict between the design criteria and codes shall be brought to the attention of the County and resolved before the work is continued.

**D.08 PROJECT CLOSE-OUT**

Clean installation site and remove any and all excess materials and debris. Correct any damages to property that may have occurred as a result of installation and/or delivery. Repair and patch all surfaces cut for installation.

Submit to the County a list of incomplete items. Within a reasonable period of time after receipt of the list, the County will inspect the Work to determine status of completion. The Contractor shall remedy any deficiencies promptly should the County determine any work is incomplete or defective.

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

- 1 set - Certificate of warranties
- 1 set - Manufacturer's product literature
- 1 set - As-Built Drawings

D.09 DISCRETIONARY WORK

This Bid Item entails minor increases (that may be directed in writing by staff) to existing bid item quantities or minor modification items not bid which were unforeseen and necessary during the construction to provide a safe, complete project in accordance with Bid Documents. (This will not affect the requirement for change orders involving major modifications to the project.) Payment for all Work under this item shall be made only at the County's discretion in order to satisfactorily complete the project. In general, this item is for unanticipated conflicts and/or design changes required during construction which are necessary to complete the project without changing the initial scope of the Work and without costly delays.

## SECTION E

**MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION****E.01 VENDOR REGISTRATION**

All vendors are encouraged to register with Manatee County using the on-line "Vendor Registration" web page on [www.mymanatee.org](http://www.mymanatee.org).

Enclosed is a copy of the current Manatee County law that details the County's Local Preference and definition of a Local Business.

If you assert that your firm meets the stated definition of a Local Business, we ask that in addition to registering on the County's Web page, you fill out the attached "**Affidavit As To Local Business Form**" that is included in this section of the bid, have the completed document notarized, and mail the original to the following address: Manatee County Administration Center, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.

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

You will note that Manatee County collaborates with the Manatee Chamber of Commerce, posting bids on [www.manateechamber.com](http://www.manateechamber.com) as well as using the same vendor categories for registration.

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

**Quick steps to on line registration:**                    [www.mymanatee.org](http://www.mymanatee.org)

A link to "Purchasing" is listed under the "Quick Links" on page one of this County Web Site.

On the left hand side of the Purchasing Web page, click on "Vendor Registration."

This will bring up the Vendor Registration form for on-line input. Please note that the definition of a "Local Business" changed on March 17, 2009. The Web page will be updated to include the current Law which has been provided in this section of the bid.

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

E.02 SECTION 2-26-6 LOCAL PREFERENCE, TIE BIDS, LOCAL BUSINESS DEFINED

1. Whenever a responsible local business bidder and a responsible non-local business bidder are found, upon the opening of bids, to have both submitted the lowest responsive bid, the bid of the local bidder shall be awarded the contract. Should more than one responsible local business bidder match the responsible non-local business bidder's lowest responsive bid, or should no responsible local business bidder match the lowest responsive bid but two or more responsible non-local business bidders submit lowest responsive bids for equal amounts, then the award of the contract shall be determined by a chance drawing, coin toss, or similar tie-breaking method conducted by the purchasing office and open to the public. Any bidders seeking to be recognized as local businesses for purposes of this local business preference provision may be required by the terms of the bid announcement to certify they meet the definition of local business set forth in this section, and to register as a local business with the county in the manner prescribed by the county to facilitate the county's ability to track the award of contracts to local businesses and to allow the county to provide future notifications to its local businesses concerning other bidding opportunities.
2. Nothing herein shall be deemed to prohibit the inclusion of requirements with respect to operating and maintaining a local place of business in any invitation for bids when the bidder's location materially affects the provisions of the services or supplies that are required by the invitation.
3. Local business is defined as a business legally authorized to engage in the sale of the goods and/or services to be procured, and which certifies within its bid that for at least six (6) months prior to the announcement of the solicitation of bids it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one full-time employees at that location.
4. **Each solicitation for bids made by the county shall contain terms expressly describing the local business preference policies of the county, and shall provide that by electing to submit a bid pursuant to a request for bids, all bidders are deemed to understand and agree to those policies.**
5. For all contracts for architecture, professional engineering, or other professional services governed by Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, the county shall include the local business status of a firm among the factors considered when selecting which firms are "most highly qualified." In determining which firm is the "most qualified" for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.
6. Local preference shall not apply to the following categories of contracts:
  - a. Goods or services provided under a cooperative purchasing agreement or similar "piggyback" contract;

- b. Contracts for professional services subject to Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, except as provided for in subsection (e) above;
  - c. Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
  - d. Purchases or contracts made pursuant to a non-competitive award process, unless otherwise provided by this section;
  - e. Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the county commission or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.
7. To qualify for local preference under this section, a local business must certify to the County that it:
- a. Has not within the five years prior to the bid announcement admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law, or a law or administrative regulation regarding fraud;
  - b. Is not currently subject to an unresolved citation or notice of violation of any Manatee County Code provision, except citations or notices which are the subject of a current legal appeal, as of the date of the bid announcement;
  - c. Is not delinquent in the payment of any fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, except any such sums which are the subject of a current legal appeal.

Ref: Ordinance 09-21 and 09-23 **PASSED AND DULY ADOPTED** in open session, with a quorum present and voting, on the 17<sup>th</sup> day of March, 2009.

**MANATEE COUNTY GOVERNMENT  
AFFIDAVIT AS TO LOCAL BUSINESS  
(Complete and Initial Items B-F)**

**A. AUTHORIZED REPRESENTATIVE**

I, [name] \_\_\_\_\_, am the [title] \_\_\_\_\_

and the duly authorized representative of: [name of business] \_\_\_\_\_,  
and that I possess direct personal knowledge to make informed responses to these certifications and the legal authority to make this Affidavit on behalf of myself and the business for which I am acting; and by electing to submit a bid pursuant to this Invitation for Bids, shall be deemed to understand and agree to the local business preference policies of Manatee County; and that I have the direct knowledge to state that this firm complies with all of the following conditions to be considered to be a Local Business as required by the Manatee County Code of Law, Section 2-26-6.

**B. PLACE OF BUSINESS:** I certify that the above business is legally authorized to engage in the sale of goods and/or services and has a physical place of business in Manatee, DeSoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one (1) fulltime employee at that location. The physical address of the location which meets the above criteria is: \_\_\_\_\_ [Initial] \_\_\_\_\_

**C. BUSINESS HISTORY:** I certify that business operations began at the above physical address with at least one fulltime employee on [date] \_\_\_\_\_ [Initial] \_\_\_\_\_

**D. CRIMINAL VIOLATIONS:** I certify that within the past five years of the date of this Bid announcement, this business has not admitted guilt nor been found guilty by any court or local, state or federal regulatory enforcement agency of violation of any criminal law or administrative regulation regarding fraud.[Initial] \_\_\_\_\_

**E. CITATIONS OR CODE VIOLATIONS:** I certify that this business is not currently subject to any unresolved citation or notice of violation of any Manatee County Code provision, with the exception of citations or notices which are the subject of a legal current appeal within the date of this bid announcement.[Initial] \_\_\_\_\_

**F. FEES AND TAXES:** I certify that within this business is not delinquent in the payment of fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, with the exception of those which are the subject of a legal current appeal. [Initial] \_\_\_\_\_

*Each of the above certifications is required to meet the qualification of "Local Business" under Manatee County Code of Law, 2-26-6.*

Signature of Affiant \_\_\_\_\_

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

Sworn to (or affirmed) and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by (name of person making statement).

(Notary Seal) Signature of Notary: \_\_\_\_\_

Name of Notary (Typed or Printed): \_\_\_\_\_

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_ Type of Identification Produced \_\_\_\_\_

**Submit executed copy to Manatee County Purchasing, Suite 803, 1112 Manatee Avenue W., Bradenton, FL 34205**



SECTION F  
(Submit in Triplicate)  
**BID FORM**

For: METAL ROOF RESTORATION @ CIVIC CENTER

**BID "A" Total Bid Price based on 150 calendar day completion and any applicable FPL Rebate.**

**BID "B" Total Bid Price based on 120 calendar day completion and any applicable FPL Rebate.**

Two schedules for Completion of the Work shall be considered. Each bid for completion by the specified stated time shall be offered as a separate "Total Bid Price." The County has the sole authority to select the bid based on the Completion Time which is in the best interest of the County.

We, the undersigned, hereby declare that we have carefully reviewed the bid documents, and with full knowledge and understanding of the aforementioned herewith submit this bid, meeting each and every specification, term, and condition contained in the Invitation For Bids.

We understand that the bid specifications, terms, and conditions in their entirety shall be made a part of any agreement or contract between Manatee County and the successful bidder. Failure to comply shall result in contract default, whereupon, the defaulting contractor shall be required to pay for any and all procurement costs, damages, and attorney fees as incurred by the County.

Communications concerning this Bid shall be addressed as follows:

Person's Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Date: \_\_\_\_\_ EMAIL: \_\_\_\_\_

COMPANY'S NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE(S): \_\_\_\_\_

\_\_\_\_\_  
Name and Title of Above Signer(s)

CO. MAILING ADDRESS: \_\_\_\_\_

TELEPHONE: (\_\_\_\_) \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_

Acknowledge Addendum Nos. \_\_\_\_\_ Dated: \_\_\_\_\_

**SECTION F**  
**BID FORM "A" (150 Calendar Days Completion)**

For: Metal Roof Restoration @ Civic Center

	<b>DESCRIPTION</b>	<b>EST QTY</b>	<b>UNIT COST</b>	<b>EXTENDED COST</b>
1.	General Conditions	LS		\$
2.	Mobilization	LS		\$
3.	New Structural Steel (C12x20.7) Including removal/disposal of existing	1550 LF	\$	\$
4.	Bolted Steel Connections (2 Bolts per connection)	150 EA	\$	\$
5.	Steel Plate for Bolted Connection (including weld)	50 EA	\$	\$
6.	Gutters (Including flashing/fasteners/sealants)	1550 LF	\$	\$
7.	Downspouts (including flashing/fasteners/sealants)	450 LF	\$	\$
8.	Coatings	13,000 SF	\$	\$
9.	Discretionary Work			\$75,000.00
	<b>TOTAL BID "A" 150 days completion</b>			\$
	<b>PRODUCT</b>	<b>MANUFACTURER</b>		
	SEALANTS			
	STANDING SEAM METAL ROOF			
	STRUCTURAL STEEL ROOF/DECK			
	RAIN GUTTERS/DOWNSPOUTS			
	INSTALLATION WARRANTY (Minimum 1-year warranty)	YEARS:		
	PRODUCT WARRANTY (Minimum 10-year warranty)	YEARS:		

BIDDER: \_\_\_\_\_

**SECTION F**  
**BID FORM "B" (120 Calendar Days Completion)**

For: Metal Roof Restoration @ Civic Center

	<b>DESCRIPTION</b>	<b>EST QTY</b>	<b>UNIT COST</b>	<b>EXTENDED COST</b>
1.	General Conditions	LS		\$
2.	Mobilization	LS		\$
3.	New Structural Steel (C12x20.7) Including removal/disposal of existing	1550 LF	\$	\$
4.	Bolted Steel Connections (2 Bolts per connection)	150 EA	\$	\$
5.	Steel Plate for Bolted Connection (including weld)	50 EA	\$	\$
6.	Gutters (Including flashing/fasteners/sealants)	1550 LF	\$	\$
7.	Downspouts (including flashing/fasteners/sealants)	450 LF	\$	\$
8.	Coatings	13,000 SF	\$	\$
9.	Discretionary Work			\$75,000.00
	<b>TOTAL BID "B" 120 days completion</b>			\$
	<b>PRODUCT</b>	<b>MANUFACTURER</b>		
	SEALANTS			
	STANDING SEAM METAL ROOF			
	STRUCTURAL STEEL ROOF/DECK			
	RAIN GUTTERS/DOWNSPOUTS			
	INSTALLATION WARRANTY (Minimum 1-year warranty)	YEARS:		
	PRODUCT WARRANTY (Minimum 10-year warranty)	YEARS:		

BIDDER: \_\_\_\_\_

SECTION G  
**CONTRACTOR'S QUESTIONNAIRE**  
(Submit in Triplicate)

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

**THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID.**

1. LICENSE # and COMPANY'S NAME: \_\_\_\_\_  
 CO. PHYSICAL ADDRESS: \_\_\_\_\_  
 STATE OF INCORPORATION, IF APPLICABLE: \_\_\_\_\_  
 TELEPHONE NUMBER: (\_\_\_\_) \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_
2. Bidding as an individual: \_\_\_\_; a partnership: \_\_\_\_; a corporation: \_\_\_\_; a joint venture: \_\_\_\_
3. If a partnership: list names and addresses of partners; if a corporation: list names of officers, directors, shareholders, and state of incorporation; if joint venture: list names and address of venturers and the same if any venturer is a corporation for each such corporation, partnership, or joint venture:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
4. Your organization has been in business (under this firm's name) as a \_\_\_\_\_  
 for how many years? \_\_\_\_\_ Years experience in roofing? \_\_\_\_\_  
 Years certified for proposed roofing application: \_\_\_\_\_
5. Describe and give the date and owner of the last three projects you've completed which are similar in cost, type, size, and nature as the one proposed. Include contact name and phone number:  
 \_\_\_\_\_  
 \_\_\_\_\_
6. Have you ever been assessed liquidated damages under a contract during the past five (5) years? If so, state when, where (contact name, address, and phone number) and why.  
 \_\_\_\_\_  
 \_\_\_\_\_
7. Have you ever failed to complete work awarded to you? Or provide projects not completed within contract time. If so, state when, where (contact name, address, phone number) and why?  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

8. Have you ever been debarred or prohibited from bidding on a governmental entity's construction project? If yes, name the entity and describe the circumstances:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. Name three individuals, governmental entities, or corporations for which you have performed similar work and to which you refer. Include contact name and phone number:

1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_

10. What specific steps have you taken to examine the physical conditions at or contiguous to the site, including but not limited to, the location of existing underground facilities?  
Have you visited the site? \_\_\_\_\_ Date of inspection: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. What specific physical conditions, including, but not limited to, the location of existing underground facilities have you found which will, in any manner, affect cost, progress, performance, or finishing of the work?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

13. If any, list (with contract amount) WBE/MBEs to be utilized:

\_\_\_\_\_  
\_\_\_\_\_

14. What equipment do you own to accomplish this Work?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

15. What equipment will you purchase/rent for the Work? (specify which)

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16. List the following in connection with the Surety which is providing the Bond(s):

Surety's Name: \_\_\_\_\_

Surety's Address: \_\_\_\_\_

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

---

---

---

Phone: (\_\_\_\_\_) \_\_\_\_\_

# ATTACHMENT "H"

## Drug Free Work Place Certification

SWORN STATEMENT PURSUANT TO SECTION 6-101(7)(B),  
MANATEE COUNTY PURCHASING CODE

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

This sworn statement is submitted to the Manatee County Board of County Commissioners by \_\_\_\_\_  
[print individual's name and title]

\_\_\_\_\_ for \_\_\_\_\_  
[print name of entity submitting sworn statement]

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

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

I understand that no person or entity shall be awarded or receive a county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to the County that it will provide a drug free work place by:

(1) providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined by § 893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's work place is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:

- (i) the dangers of drug abuse in the work place;
- (ii) the person's or entity's policy of maintaining a drug free environment at all its work places, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant;
- (iii) any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) the penalties that may be imposed upon employees for drug abuse violations.

(2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its work places a written statement of its policy containing the foregoing elements (i) through (iv).

(3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:

- (i) abide by the terms of the statement; and

ATTACHMENT H (Cont'd.)

(ii) notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.

(4) Notifying the County within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.

(5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

(6) Making a good faith effort to continue to maintain a drug free work place through implementation of sections (1) through (5) stated above.

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

- (1) Such person or entity has made false certification.
- (2) Such person or entity violates such certification by failing to carry out the requirements of sections (1), (2), (3), (4), (5), or (6) or subsection 3-101(7)(B); or
- (3) Such a number of employees of such person or entity have been convicted of violations occurring in the work place as to indicate that such person or entity has failed to make a good faith effort to provide a drug free work place as required by subsection 3-101(7)(B).

\_\_\_\_\_  
[Signature]

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

Sworn to and subscribed before me this \_\_\_ day of \_\_\_\_\_, 200\_\_ by \_\_\_\_\_

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_  
[Type of identification]

\_\_\_\_\_  
Notary Public Signature My commission expires \_\_\_\_\_

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

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



## Attachment "H"

### PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

#### SWORN STATEMENT PURSUANT TO ARTICLE 5, MANATEE COUNTY PURCHASING CODE

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

This sworn statement is submitted to the Manatee County Board of County Commissioners by \_\_\_\_\_  
[print individual's name and title]

\_\_\_\_\_ for \_\_\_\_\_  
[print name of entity submitting sworn statement]

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

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

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

(1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or

(2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or

(3) been convicted of a violation of an environmental law that, in the sole opinion of the County's Purchasing Director, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

(4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

Attachment H (Cont'd.)

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

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

\_\_\_\_\_  
[Signature]

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

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_  
[Type of identification]

\_\_\_\_\_  
Notary Public Signature My commission expires \_\_\_\_\_

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

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

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

THIS AGREEMENT is made and entered into by and between the COUNTY OF MANATEE, a political subdivision of the state of Florida, hereinafter referred to as the "OWNER" and XXXXXXXXXX hereinafter referred to as the "CONTRACTOR," duly authorized to transact business in the state of Florida, with offices located at XXXXXXXXXX (Phone: ).

**Article 1. WORK**

CONTRACTOR shall furnish all labor, materials, supplies, and other items required to complete the Work for IFB No. 10-2554DC Metal Roof Restoration @ Civic Center in strict accordance with specifications and any duly authorized subsequent addenda thereto, all of which are made a part hereof.

**Article 2. ENGINEER**

The County of Manatee, Property Management Department, is responsible as the OWNER and Karins Engineering Group, Inc. is responsible for technical/engineering reviews and decisions in ensuring the Work is completed in accordance with the Contract Documents. All communications involving this project during construction will be addressed to:

County of Manatee  
Property Management Division  
Attn: Darin Cushing, CBO, CFM, Proj Mgr  
IFB #10-2554DC / Project 60662  
1112 Manatee Avenue West  
Bradenton, Florida, 34205  
Phone: 941-748-4501

Karins Engineering Group, Inc.  
2017 Fiesta Drive  
Sarasota, Florida 34231  
Phone: 941-927-8525

Where the terms ENGINEER and/or OWNER are used in the Contract Documents, it shall mean the OWNER'S project management team.

**Article 3. CONTRACTOR'S REPRESENTATIONS**

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 3.1 CONTRACTOR has familiarized itself with the nature and extent of the Bid Documents, Work, site, locality and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 3.2 CONTRACTOR has studied carefully all drawings of the physical conditions upon which CONTRACTOR is entitled to rely.
- 3.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies which pertain to the physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Bid Documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.
- 3.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Bid Documents with respect to existing underground facilities at or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. Any additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said underground facilities conducted by the CONTRACTOR will be done at the CONTRACTOR's expense.
- 3.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Bid.
- 3.6 CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that have been discovered in the Bid Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR.

- 3.7 CONTRACTOR shall schedule and perform the Work subject to OWNER's approval and shall hold OWNER harmless from all liabilities incurred due to CONTRACTOR's failure to coordinate with the OWNER.

#### **Article 4. CONTRACT DOCUMENTS**

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

- 4.1 This Agreement and Bid Document IFB #10-2554DC
- 4.2 Performance and/or other Bonds and Insurance Certificate(s)
- 4.3 Drawings (attached by reference)
- 4.4 Addenda numbers \_\_\_ to \_\_\_, inclusive.
- 4.5 CONTRACTOR's Bid Form and any other information submitted by Contractor prior to Notice of Award.
- 4.6 The following which may be delivered or issued after the effective date of the Agreement and are not attached hereto: all written Change Orders and other documents amending, modifying, or supplementing the Contract Documents.
- 4.7 The documents listed in paragraphs above are attached to this Agreement (except as noted otherwise above). There are no Contract Documents other than those listed above in this Article 4.

#### **Article 5. MISCELLANEOUS**

- 5.1 Terms used in this Agreement are defined in Article 1 of the General Conditions.
- 5.2 No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignee from any duty or responsibility under the Contract Documents.

5.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

The OWNER will pay, and the CONTRACTOR will accept in full consideration for the performance of the Work (**IFB No. 10-2554DC Metal Roof Restoration @ Civic Center**), subject to additions and deductions as provided therein, the sum of xxxxxxxxx Dollars and xxxx Cents (\$xxxx) for Bid "x" based on Completion Time of xxx calendar days and the sum of \$1,423 as liquidated damages for each calendar day of delay.

\_\_\_\_\_  
CONTRACTOR

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Type Name and Title of Signer

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

(impress official seal)

\_\_\_\_\_  
Notary Public, State of Florida

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

**COUNTY OF MANATEE, FLORIDA**

Authority to execute this contract per Manatee County Code, Chapter 2-26, and per the delegation by the County Administrator effective 1/26/2009

BY: \_\_\_\_\_  
R.C. "Rob" Cuthbert, CPM, Purchasing Manager

DATE: \_\_\_\_\_

SECTION J  
GENERAL CONDITIONS

ARTICLE I - DEFINITIONS

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

Addendum - Written or graphic instruments issued prior to the opening of bids which clarify or change the bidding documents or the contract documents.

Agreement - The written Agreement between Owner and Contractor covering the Work to be performed; other contract documents are attached to the Agreement and made a part thereof as provided therein.

Written Amendment - A written amendment of the contract documents, signed by Owner and Contractor on or after the effective date of the Agreement and normally dealing with the non-engineering or non-technical rather than strictly work related aspects of the contract documents.

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

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

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

Bidder - One who submits a bid directly to the Owner, as distinct from a sub-bidder, who submits a bid to a Bidder.

Bidding Documents - Consists of the Invitation For Bid, which includes but is not limited to: the bid form, drawings, technical specifications, terms and conditions, and the proposed contract documents (including all Addenda issued prior to receipt of bids); and becomes a part of the Agreement.

Bonds - Performance and payment bonds and other instruments of security.

Change Order - A document recommended by Project Representative which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work, or an adjustment in the contract price or the contract time, issued on or after the effective date of the Agreement.

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

Contract Documents - The Agreement, Addenda (which pertain to the contract documents), Contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the Notice of Award), the bonds, the specifications and the drawings, together with all amendments, modifications and supplements issued on or after the effective date of the Agreement.

Contract Price - The monies payable by Owner to Contractor under the contract documents as stated in the Agreement.

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

Contractor - The person, firm or corporation with whom Owner has entered into an Agreement.

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

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

Drawings - The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by Engineer and are referred to in the bidding and contract documents.

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

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

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

Field Order - A written order issued by Project Representative which orders minor changes in the Work, but which does not involve a change in the contract price or the contract time.

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



Non-prejudicial Delay - Any delay impacting a portion of the Work within the available total float or slack time and not necessarily preventing completion of the Work within the contract time.

Notice of Award - The written notice to the successful contractor stating Award has been approved by the Purchasing Official in accordance with Manatee Code of Law, Chapter 2-26, Manatee County Purchasing Ordinance.

Notice of Intent to Award - The written notice to the apparent low bidder stating Award has been recommended with final Award to be authorized by Ordinance 08-43, Manatee County Purchasing Code.

Notice to Proceed - Written notice by Owner (after execution of contract) to Contractor fixing the date on which the contract time will commence to run and on which Contractor shall start to perform (ten days from date of such notice) Contractor's obligations under the contract documents.

Owner - Manatee County, Florida, Board of County Commissioners.

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

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

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

Project - The total construction of which the Work to be provided under the contract documents may be the whole or a part as indicated elsewhere in the contract documents.

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

Schedule of Values - Unit Prices shall be established for this contract by the submission of a schedule of values. The Contractor shall submit a Schedule of Values within ten days of Notice to Proceed date. The Schedule shall include quantities and prices of items equaling the Total Bid Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work. Upon request of the County, the Contractor shall support the values with data which will substantiate their correctness.

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

Specifications - Those portions of the contract documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

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

Substantial Completion - The Work (or a specified part thereof) has progressed to the point when, in the opinion of the Engineer as evidenced by Engineer's definitive certificate of Substantial Completion, it is sufficiently complete in accordance with contract documents so that the work can be utilized for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due.

Successful Bidder - The lowest qualified, responsible and responsive bidder to whom an award is made.

Supplier - A manufacturer, fabricator, supplier, distributor, materialman or vendor.

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

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

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

Work Directive Change - A written directive to contractor, issued on or after the effective date of the Agreement and signed by Owner and recommended by Project Representative ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed or to emergencies. A work directive change may not change the contract price or the contract time; but is evidence that the parties expect that the change directed or documented by a work directive change will be incorporated in a subsequently issued change order following negotiations by the parties as to its effect, if any, on the contract price or contract time.

## ARTICLE 2 - PRELIMINARY MATTERS

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

- 2.1 The Contractor must submit a proposed schedule of the Work at the preconstruction conference. The purpose of this schedule is to enable the Owner to govern the Work, to protect the functions of the local government and its citizens and to aid in providing appropriate surveillance. The Owner shall have the right to reschedule work provided such rescheduling is in accord with the remainder of terms of the contract. The schedule shall show, as a minimum, the approximate dates on which each segment of the work is expected to be started and finished, the proposed traffic flows during each month, the anticipated earnings by the Contractor for each month and the approximate number of crews and equipment to be used. The Owner, after necessary rescheduling and obtaining additional information for specific purposes, shall review and approve the schedule. The Contractor shall also forward to the Owner, as soon as practicable after the first day of each month, a summary report of the progress of the various parts of the work under the contract, in fabrication and in the field, stating the existing status, estimated time of completion and cause of delay, if any. Together with the summary report, the Contractor shall submit any necessary revisions to the original schedule for the Owner's review and approval. In addition, more detailed schedules may be required by the Owner for daily traffic control.
- 2.2 A Notice to Proceed may be given at any time within thirty (30) days after the effective date of the Agreement. The contract time will commence at the time specified in such notice. Contractor shall start to perform the Work on the date specified in the notice to proceed, but no work shall be done at the site prior to the date on which the contract time commences to run.
- 2.3 If at any time the materials and appliances to be used appear to the Owner as insufficient or improper for securing the quality of work required or the required rate of progress, the Owner may order the Contractor to increase his efficiency or to improve the character of his work and the Contractor shall conform to such an order. The failure of the Owner to demand any increase of such efficiency of any improvement shall not release the Contractor from his obligation to secure the quality of work or the rate of progress necessary to complete the Work within the limits imposed by the contract. The Owner may require the Contractor to remove from the Work such employees as the Owner deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the Work is deemed to be contrary to the Owner's interest.
- 2.4 The Owner reserves the right to let other Contracts in connection with this Work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and execution of their Work, and promptly connect and coordinate the Work with theirs.

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

- 3.1 The contract documents comprise the entire Agreement between Owner and Contractor concerning the work. The contract documents are complementary; what is called for by one is as binding as if called for by all. The contract documents will be construed in accordance with the laws and ordinances of the state of Florida and Manatee County.

Should a conflict exist within the Contract Documents, the precedence in ascending order of authority is as follows: 1) Standard Printed Technical Specifications, 2) Special Conditions, 3) General Conditions and 4) Drawings. Note: Computed dimensions shall govern over scaled dimensions.

- 3.2 It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the contract documents. Any work, materials or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials, or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the contract documents) shall be effective to change the duties and responsibilities of Owner, Contractor or Engineer, or any of their agents or employees from those set forth in the Contract Documents.

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

3.3.1 A Formal Written Amendment

3.3.2 A Change Order

3.3.3 A Work Directive Change

3.3.4 An Administrative Contract Adjustment

- 3.4 In addition, the requirements of the contract documents may be supplemented and minor variations and deviations in the Work may be authorized in one or more of the following ways:

3.4.1 A Field Order

3.4.2 Engineer's approval of a Shop Drawing or sample.

## ARTICLE 4 - CONTRACTOR'S RESPONSIBILITIES

- 4.1 Contractor shall keep on the Work at all times during its progress a competent resident superintendent; who shall be the Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.
- 4.2 Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the contract documents. Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto and except as otherwise indicated in the contract documents, all Work at the site shall be performed during regular working hours and Contractor will not permit overtime work or the performance of work on Saturday or Sunday or legal holiday without Owner's written consent given after prior notice to Engineer (at least 72 hours in advance).
- 4.2.1 Contractor shall pay for all additional engineering charges to the Owner for any overtime work which may be authorized. Such additional engineering charges shall be a subsidiary obligation of Contractor and no extra payment shall be made by Owner on account of such overtime work. At Owner's option, overtime costs may be deducted from Contractor's monthly payment request or Contractor's retainage prior to release of final payment.
- 4.3 Unless otherwise specified, Contractor shall furnish and assume full responsibility for all bonds, insurance, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.
- 4.4 All materials and equipment shall be of good quality and new, except as otherwise provided in the contract documents. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instruction of the applicable supplier except as otherwise provided in the contract documents.
- 4.5 Contractor shall be fully responsible to Owner for all acts and omissions of the subcontractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between Owner or Engineer and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of Owner to pay or to see to the payment of any monies due any such subcontractor, supplier or other person or organization.

- 4.6 Permits: Unless otherwise provided, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.
- 4.7 During the progress of the Work, Contractor shall keep the premises free from accumulation of waste materials rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials and shall leave the site clean and ready for occupancy by Owner. Contractor shall restore to original conditions all property not designated for alteration by the Contract Documents.
- 4.8 Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.
- 4.9 Safety and Protection: Contractor shall comply with the Florida Department of Commerce Safety Regulations and any local safety regulations. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:
- 4.9.1 all employees on the Work and other persons and organizations who may be affected thereby;
- 4.9.2 all the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
- 4.9.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for the protection required by public authority or local conditions. Contractor shall provide reasonable maintenance of traffic way for the public and preservation of the Owner's business, taking into full consideration all local conditions. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed.

- 4.10 Emergencies: In emergencies affecting the safety or protection of persons or the work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from Engineer or Owner, is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Owner prompt written

notice if Contractor believes that any significant changes in the work or variations from the contract documents have been caused thereby. If Owner determines that a change in the contract documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variation.

- 4.11 For substitutes not included with the bid, but submitted after the effective date of the Agreement, Contractor shall make written application to Engineer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will also contain an itemized estimate of all costs and delays or schedule impacts that will result directly or indirectly from review, acceptance and provisions of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by the Engineer in evaluating the proposed substitute. Engineer may require Contractor to furnish at Contractor's expense, additional data about the proposed substitute. In rendering a decision, Owner/Engineer and Contractor shall have access to any available float time in the construction schedule. In the event that substitute materials or equipment not included as part of the bid, but proposed after the effective date of the agreement, are accepted and are less costly than the originally specified materials or equipment, then the net difference in cost shall be credited to the Owner and an appropriate change order executed.
- 4.11.1 If a specific means, method, technique, sequence of procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to Engineer if Contractor submits sufficient information to allow Engineer to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents.
- 4.11.2 Engineer will be allowed a reasonable time within which to evaluate each proposed substitute. Engineer will be the sole judge of acceptability and no substitute will be ordered, installed or utilized without Engineer's prior written acceptance which will be evidenced by either a change order or an approved shop drawing. Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- 4.11.3 Contractor shall reimburse Owner for the charges of Engineer and Engineer's Consultants for evaluating each proposed substitute submitted after the effective date of the Agreement and all costs resulting from any delays in the work while the substitute was undergoing review.
- 4.12 The Contractor shall furnish, free of charge, all labor, stakes, surveys, batter boards for structures, grade lines and other materials and supplies and shall set construction stakes and batter boards for establishing lines, position of structures, slopes and other controlling points necessary for the proper prosecution of the

Work. Where rights-of-way, easements, property lines or any other conditions which make the lay-out of the project or parts of the project critical are involved, the Contractor will employ a competent surveyor who is registered in the state of Florida for lay-out and staking. These stakes and marks shall constitute the field control by and in accord with which the Contractor shall govern and execute the work. The Contractor will be held responsible for the preservation of all stakes, marks and if for any reason any of the stakes or marks or batter boards become destroyed or disturbed, they will be immediately and accurately replaced by the Contractor.

- 4.13 The Contractor has, by careful examination, satisfied himself as to the nature and location of the Work and all other matters which can in any way affect the Work under this contract, including, but not limited to details pertaining to boring, as shown on the drawings, are not guaranteed to be more than a general indication of the materials likely to be found adjacent to holes bored at the site of the work, approximately at the locations indicated. The Contractor shall examine boring data, where available, and make his own interpretation of the subsoil investigations and other preliminary data, and shall base his bid on his own opinion of the conditions likely to be encountered. In no event shall an extension of time be considered for any conditions that existed at the time of bidding, nor shall the Contractor receive extra compensation for completion of the project as intended by the drawings and in keeping with the Contact Documents. No verbal agreement or conversation with any officer, agent or employee of the Owner, before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.
- 4.14 If the Contractor, in the course of the Work, finds that the drawings and/or technical specifications cannot be followed, he shall immediately inform the Owner in writing, and the Owner shall promptly check the accuracy of the information. Any work done after such discovery, until any necessary changes are authorized, will be done at the Contractor's risk.

## ARTICLE 5 - OWNER'S RESPONSIBILITIES

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



## ARTICLE 6 - CHANGES IN THE WORK

- 6.1 Without invalidating the Agreement and without notice to any surety, Owner may, at any time, order additions, deletions or revisions in the Work. These will be authorized by a written amendment, a change order, or a work directive change. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the contract documents (except as otherwise specifically provided).
- 6.2 Contractor shall not be entitled to an increase in the contract price or an extension of the contract time with respect to any Work performed that is not required by the contract documents as amended, modified and supplemented.
- 6.3 Owner and Contractor shall execute appropriate change orders (or written amendments) covering changes in the Work which are ordered by Owner, or which may be required because of acceptance of defective Work.
- 6.4 At any time Engineer may request a quotation from Contractor for a proposed change in the Work and within twenty-one (21) calendar days after receipt, Contractor shall submit a written and detailed proposal for an increase or decrease in the contract price or contract time for the proposed change. Engineer shall have 21 calendar days after receipt of the detailed proposal to respond in writing. The proposal shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in sufficient detail to reasonably permit an analysis by Engineer of all material, labor, equipment, subcontracts, overhead costs and fees, and shall cover all Work involved in the change, whether such Work was deleted, added, changed or impacted. Notwithstanding the request for quotation, Contractor shall carry on the Work and maintain the progress schedule. Delays in the submittal of the written and detailed proposal will be considered non-prejudicial.

## ARTICLE 7 - CHANGE OF CONTRACT PRICE

- 7.1 The contract price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at his expense without change in the contract price.
- 7.2 The contract price may only be changed by change order or by a written amendment. Any claim for an increase or decrease in the contract price shall be based on written notice delivered by the party making the claim to the other party. Notice of the amount of the claim with supporting data shall be delivered within ten (10) days from the beginning of such occurrence and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event.
- 7.3 The value of any Work covered by a change order or of any claim for an increase or decrease in the contract price shall be determined in one of the following ways (at Owner's discretion):

- 7.3.1 Where the Work involved is covered by unit prices contained in the contract documents, cost will be determined by application of such unit prices to the quantities of the items involved.
  - 7.3.2 By mutual acceptance of lump sum.
  - 7.3.3 On the basis of the cost of the Work, plus a 20% Contractor's fee for overhead and profit. (Contractor shall submit an itemized cost breakdown together with supporting data.)
- 7.4 Either Owner or Contractor may make a claim for an adjustment in the contract price. The unit price of an item of unit price Work shall be subject to re-evaluation and adjustment under the following conditions:
- 7.4.1 If the total cost of a particular item of unit price Work amounts to 5% or more of the contract price and the variation in the quantity of the particular item of unit price Work performed by Contractor differs by more than 15% from the estimated quantity of such item indicated in the Agreement; and
  - 7.4.2 If there is no corresponding adjustment with respect to any other item of Work; and
  - 7.4.3 If a Contractor believes that it has incurred additional expense as a result thereof; or
  - 7.4.4 If Owner believes that the quantity variation entitles it to an adjustment in the unit price; or
  - 7.4.5 If the parties are unable to agree as to the effect of any such variations in the quantity of unit price Work performed.

#### ARTICLE 8 - CHANGE OF CONTRACT TIME

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

## ARTICLE 9 - WARRANTY, TEST/INSPECTION, CORRECTION

- 9.1 Contractor warrants (for a minimum period of one year or as otherwise stated herein) and guarantees to Owner that all work will be in accordance with the contract documents and will not be defective; that Owner, representatives of Owner, governmental agencies with jurisdictional interests will have access to the work at reasonable time for their observation, inspecting and testing (Contractor shall give Engineer timely notice of readiness of the work for all required approvals and shall assume full responsibility, including costs, in obtaining required tests, inspections, and approval certifications and/or acceptance, unless otherwise stated by Owner).
- 9.2 If any work (including work of others) that is to be inspected, tested, or approved is covered without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice. Neither observations by Engineer nor inspections, tests, or approvals by others shall relieve Contractor from Contractor's obligations to perform the work in accordance with the Contract Documents.
- 9.3 If the work is defective, or Contractor fails to supply sufficient skilled workers, or suitable materials or equipment, or fails to furnish or perform the work in such a way that the completed work will conform to the contract documents, Owner may order Contractor to stop the work, or any portion thereof and terminate payments to the Contractor until the cause for such order has been eliminated. Contractor shall bear all direct, indirect and consequential costs for satisfactory reconstruction or removal and replacement with non-defective work, including, but not limited to fees and charges of engineers, architects, attorneys and other professionals and any additional expenses experienced by Owner due to delays to other Contractors performing additional work and an appropriate deductive change order shall be issued. Contractor shall further bear the responsibility for maintaining schedule and shall not be entitled to an extension of the contract time and the recovery of delay damages due to correcting or removing defective work.
- 9.3.1 If Contractor fails within seven (7) days after written notice to correct defective work, or fails to perform the work in accordance with the contract documents, or fails to comply with any other provision of the contract documents, Owner may correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, Owner may exclude Contractor from all or part of the site, take possession of all or part of the work, Contractor's tools, construction equipment and machinery at the site or for which Owner has paid Contractor but which are stored elsewhere. All direct, indirect and consequential costs of Owner in exercising such rights and remedies will be charged against Contractor in an amount approved as to reasonableness by Engineer and a change order will be issued incorporating the necessary revisions.
- 9.3.2 If within one year after the date of completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any

applicable special guarantee required by the contract documents, any work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective work or if it has been rejected by Owner, remove it from the site and replace it with non-defective work. If Contractor does not promptly comply with the terms of such instruction, Owner may have the defective work corrected/removed and all direct, indirect and consequential costs of such removal and replacement will be paid by Contractor.

## ARTICLE 10 - SUSPENSION/TERMINATION OF WORK

- 10.1 Owner may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety (90) days by written notice to Contractor, which will fix the date on which work will be resumed. Contractor shall be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to any suspension if Contractor makes an approved claim therefore.
- 10.2 Owner may terminate the contract if Contractor commences a voluntary case under any chapter of the Bankruptcy Code or any similar action by filing a petition under any other federal or state law relating to the bankruptcy or insolvency; if a petition is filed against the Contractor under any chapter of the Bankruptcy Code or similar relief under any other federal or state law; if Contractor persistently fails to perform the work in accordance with the contract documents; if Contractor disregards laws or regulations of any public body having jurisdiction or the Engineer; or otherwise violates in any substantial way any provisions of the contract.
- 10.2.1 Owner may, after giving Contractor (and the surety, if there is one) seven (7) days written notice and to the extent permitted by laws and regulations, terminate the services of Contractor; exclude Contractor from the site and take possession of the work and of all Contractor's tools, construction equipment and machinery at the site and use the same to the full extent they could be used (without liability to Contractor for trespass or conversion); incorporate in the work all materials and equipment stored at the site or for which owner has paid Contractor but which are stored elsewhere, and finish the work as Owner may deem expedient. In such case, Contractor shall not be entitled to receive any further payment beyond an amount equal to the value of material and equipment not incorporated in the work, but delivered and suitably stored, less the aggregate of payments previously made. If the direct and indirect costs of completing the work exceed the unpaid balance of the contract price, Contractor shall pay the difference to Owner. Such costs incurred by Owner shall be verified by Owner and incorporated in a change order; but in finishing the work, Owner shall not be required to obtain the lowest figure for the work performed. Contractor's obligations to pay the difference between such costs and such unpaid balance shall survive termination of the Agreement.
- 10.3 If, through no act or fault of Contractor, the work is suspended for a period of more than ninety (90) days by Owner or under an order of court or other public authority,

or Engineer fails to act on any application or fails to pay Contractor any sum finally determined to be due; then Contractor may, upon seven (7) days written notice to Owner terminate the Agreement and recover from Owner payment for all work executed, any expense sustained plus reasonable termination expenses. In lieu of terminating the Agreement, if Engineer has failed to act on any application of payment or Owner has failed to make any payment as aforesaid, Contractor may upon seven (7) days written notice to Owner stop the work until payment of all amounts then due.

ARTICLE 11 - CONTRACT CLAIMS

- 11.1 The rendering of a decision by Engineer with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercised by Owner or Contractor of such right or remedies as either may otherwise have under the contract documents or by laws or regulations in respect of any such claim, dispute or other matter. No action, either at law or at equity, shall be brought in connection with any such claim, dispute or other matter later than thirty (30) days after the date on which Owner/Engineer has rendered such written decision in respect thereof. Failure to bring an action within said thirty (30) day period shall result in Engineer's decision being final and binding on the Contractor. In no event may any such action be brought after the time at which instituting such proceedings would be otherwise barred by the applicable statute of limitations.
  
- 11.2 Before bringing any action in court pertaining to any claim, dispute or other matter in question(s) arising out of or relating to the contract documents or the breach thereof, or Engineer's final decision, except for claims which have been waived by the making and acceptance of final payment, the Contractor shall first submit written notice(s) of contract claims to the Purchasing Official for a decision within the earlier of sixty (60) days after the last date on which the contractor provided any goods or services required by the contract or after the date on which the contractor knew or should have known such a claim existed. The Manatee County Code of Law section 2-26-63 Contract Claims details the requirements and process for such a claim.

ARTICLE 12 - RESIDENT PROJECT REPRESENTATIVE - DUTIES, RESPONSIBILITIES

- 12.1 Resident Project Representative is Engineer/Owner's Agent, who will act as directed by and under the supervision of the Engineer, and who will confer with Owner/Engineer regarding his actions. Resident Project Representative's dealing in matters pertaining to the on-site work shall, in general, be only with the Owner/Engineer and Contractor and dealings with subcontractors shall only be through or with the full knowledge of Contractor.

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

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

- 12.2.21 Conduct final inspection in the company of Owner/Engineer and Contractor and prepare a final list of items to be completed or corrected.
- 12.2.22 Verify that all items on final list have been completed or corrected and make recommendations to Owner/Engineer concerning acceptance.
- 12.3 Except upon written instructions of Owner/Engineer, Resident Project Representative:
  - 12.3.1 Shall not authorize any deviation from the contract documents or approve any substitute materials or equipment;
  - 12.3.2 Shall not exceed limitations on Owner/Engineer's authority as set forth in the contract documents;
  - 12.3.3 Shall not undertake any of the responsibilities of Contractor, Subcontractors or Contractor's Superintendent, or expedite the work;
  - 12.3.4 Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the contract documents;
  - 12.3.5 Shall not advise on or issue directions as to safety precautions and programs in connection with the work;
  - 12.3.6 Shall not authorize Owner to occupy the project in whole or in part; and
  - 12.3.7 Shall not participate in specialized field or laboratory tests.

NOTE: The form of all submittals, notices, change orders and other documents permitted or required to be used or transmitted under the Contract shall be determined by the County.

END OF SECTION



# Project Manual

**KEG File: 09DS-0050.007**  
**May 13, 2010**

For:

*Manatee  
Convention Center  
1 Haben Boulevard  
Palmetto, Florida*



Florida Certificate of Authorization Number 8371

**SECTION 00050  
CODE SUMMARY**

**PART 1 – GENERAL**

**1.01 Related Documents**

- A. Drawings, specifications and general provisions of the Contract Documents

**1.02 Summary**

- A. This Section specifies the Design Loads and Building Codes applicable to this project.
- B. It is intended that this Project Manual cover the removal and replacement of the structural steel gutter supports, gutters, downspouts, and related work.
- C. For more information on work items, refer to the appropriate Section(s) of the Contract Documents.

**1.03 Building Code**

- A. All work performed under this Project Manual shall meet the requirements of the Existing Florida Building Code, Existing Building 2007 Edition, including 2009 supplement.

- B. **SECTION 402 REPAIRS**

**402.1 Scope.** Repairs include the replacement of corroded materials, components, members, and elements, for the purpose of replacing such components in new and sound condition with respect to existing loads or performance requirements.

**402.2 Application.** Repairs shall comply with the provisions of Chapter 5.

**402.3 Related work.** Work on non-damaged components that is necessary for the required repair of damaged components shall be considered part of the repair and shall not be subject to the provisions of Chapter 6, 7, 8, 9 or 10.

**SECTION 501 GENERAL**

**501.1 Scope.** Repairs as described in Section 402 shall comply with the requirements of this chapter.

**501.2 Permitted materials.** Except as otherwise required or permitted by this code, materials permitted by the applicable code for new construction shall be used. Like materials shall be permitted, provided no hazard to life, health or property is created.

**501.3 Conformance.** The work shall not make the building less conforming than it was before the repair was undertaken.

**501.4 Flood hazard areas.** In flood hazard areas, repairs that constitute substantial improvement shall require that the building comply with Section 1612 of the *Florida Building Code, Building*.

**SECTION 00050  
CODE SUMMARY**

**C. SECTION 403 ALTERATION-LEVEL 1**

**403.1 Scope.** Level 1 alterations include the removal and replacement or the covering of existing materials, elements, equipment, or fixtures using new materials, elements, equipment, or fixtures that serve the same purpose.

**403.2 Application.** Level 1 alterations shall comply with the provisions of Chapter 6.

**SECTION 601 GENERAL**

**601.1 Scope.** Level 1 alterations as described in Section 403 shall comply with the requirements of this chapter.

**601.2 Conformance.** An existing building or portion thereof shall not be altered such that the building becomes less safe or energy efficient than its existing condition. If in the alteration the current level of safety or sanitation is to be reduced, the portion altered shall conform to the requirements of the *Florida Building Code, Building*.

**601.3 Flood hazard areas.** See Section 501.4.

**D. Wind loads on the structure have been calculated in accordance with ASCE 7 for the following:**

- |    |   |                              |
|----|---|------------------------------|
| 1. | Basic Wind Speed:                                 | 130 mph 3 second gust        |
| 2. | Building Category:                                | III                          |
| 3. | Exposure Category:                                | C                            |
| 4. | Internal Pressure Coefficient, GC <sub>pi</sub> : | ± 0.18                       |
| 5. | Wind Load Importance Factor:                      | 1.15                         |
| 6. | Enclosure Classification:                         | Enclosed                     |
| 7. | Components & Cladding Wind Pressures:             |                              |
|    | Overhang – Net Design Pressure                    | Zone 2            -94.5 psf  |
|    |   | Zone 3            -158.9 psf |

**END OF SECTION 00050**

**SECTION 01010  
SUMMARY OF WORK**

**PART 1 – GENERAL**

**1.01 Related Documents**

- A. Drawings, Specifications and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

**1.02 Summary**

- A. This Section specifies the Summary of Work to be done at the Manatee County Convention Center at 1 Haben Boulevard, Palmetto Florida under the Contract Documents of which this Section is a part.
- B. The existing structural system is comprised of flat and sloped metal roofs on bar joists and structural steel framing supported by masonry and concrete walls on conventional concrete foundation. Work will be limited to the gutters, downspouts, and the structural steel supports for the gutters and downspouts.
- C. During the progress of the Work, the buildings will be occupied and every effort shall be made to accommodate those occupying the building including the phasing of Work, the scheduling of Work, the scheduling of any access to doorways as well as maintaining access to the loading docks.
- D. Lack of inclusion of work items in the Summary of Work does not alleviate CONTRACTOR from its responsibility to complete items of the Work that are identified elsewhere in the Contract Documents; or are required to complete identified items of the Work or may be reasonably inferred as included in other identified items.
- E. For more information on work items, refer to the appropriate Section(s) of the Contract Documents.

**1.03 Temporary Facilities**

- A. CONTRACTOR will provide temporary sanitary facilities. Facilities must be maintained in a clean and orderly condition. Facility location will be provided by Manatee County.
- B. Manatee County will provide water and power. CONTRACTOR will be responsible for distribution of power and water from Manatee County supplied sources.
- C. CONTRACTOR will take any necessary steps to protect sidewalks, previously repaired roofs, landscape, and other items not identified for work from damage due to the work. Protection measures shall be acceptable to Manatee County.
- D. CONTRACTOR shall phase, schedule and coordinate all Work so as to minimize the impact of noise and access to those occupying the building.
- E. CONTRACTOR shall provide temporary facilities for on-site storage of gutters, steel, debris, etc. Facility locations will be provided by Manatee County.

**PART 2 – PRODUCTS**

**2.01 Project Products and Materials**

- A. Products and Materials to be utilized in the Work shall be as specified elsewhere in the Contract Documents of which this is a part.

**SECTION 01010  
SUMMARY OF WORK**

- B. To the extent reasonably practicable, products and materials to be incorporated in the project shall be manufactured by a single source.

**PART 3 – EXECUTION**

**3.01 Work Description**

- A. General: The quantities have been determined by visual observations of the underside of the balcony through access panels. The project will be based on the following three bid options:
- B. Fixed Price Work shall include the following items.
1. Manatee County will be responsible for removing all existing debris and equipment from areas immediately adjacent to eave of roofs before the CONTRACTOR is scheduled to start work.
  2. The CONTRACTOR shall document the condition of the roofing system within the area of the work prior to the commencement of the work and shall provide a report of their findings to the Manatee County. The CONTRACTOR shall protect the roof from damage while proceeding with the work. The CONTRACTOR shall also protect any windows or store front adjacent to the work. The CONTRACTOR shall notify the Manatee County of any damage to the roof or windows during construction to the Manatee County immediately. Commencement of Work by CONTRACTOR means the acceptance of conditions.
  3. The CONTRACTOR shall remove all existing gutters/downspouts, gutters/downspouts support (C12x20.7 and L5x3x5/16), and their connections. The CONTRACTOR shall protect the steel roof deck, structural steel deck, and other structural steel members from damage while proceeding with the Work. All damage caused by CONTRACTOR is the responsibility of the CONTRACTOR to repair at no cost to owner. The CONTRACTOR shall notify Manatee County of any damage to the roof deck, structural steel deck, and other structural steel members during demolition immediately.
  4. The CONTRACTOR shall be responsible for disposal of gutters, downspouts, fasteners, steel channels, steel angles, and all related items removed. Materials shall be recycled when possible to reduce cost of demolition.
  5. Structural steel and steel deck remaining in place shall be cleaned and surface preparation in accordance with Section 09900.
  6. Provide new structural steel fascia C12x20.7 in place of the existing C12x20.7 and L5x3x5/16 along the perimeter of the roof eave and related Work.
  7. Paint existing structural steel, steel deck, and new structural steel in accordance to Section 09900. The intent of this section is to paint only the eave, underside of the overhang and all exposed structural steel members.
  8. Install gutters, downspouts, and their sealants in accordance with Section 07460.

**END OF SECTION 01010**

**SECTION 01300  
SUBMITTALS**

**PART 1 – GENERAL**

**1.01 Related Documents**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to the work in this Section

**1.02 Submittals Schedule**

- A. Prepare and transmit a Submittals Schedule showing required submittals and their initial submittal dates as required for coordination of the Work.
- B. Transmit submittals schedule within ten (10) days of date of Owner-Contractor Agreement.
- C. Assign each required submittal a sequential "Submittal Number" reflecting the chronological order in which the submittal is to be transmitted to the Owner.
- D. Submittals for the same or directly related units of work must be submitted at the same time in order to avoid delays resulting from the Owner's need to review submittals concurrently for coordination. No extension of time or substitution of materials will be granted because of failure to transmit submittals to the Engineer sufficiently in advance of the Work.
- E. Provide an *Original* signed copy of the Manufacturer's Intent to Warrant and a copy of the Manufacturer's Warranty that will be issued at the completion of the work, prior to the commencement of the work. Included in the Intent to Warrant shall be a statement that the Manufacturer or Manufacturer's Representative has read and understands the Project Specifications. The Manufacturer shall provide any discrepancies or additions in the Specifications to the Engineer in writing prior to the commencement of the work. Failure of the Manufacturer to do so shall constitute full acceptance of the work and shall in no way constitute a breach of warranty to be provided.

**1.03 Submittal Procedure**

- A. Submittals are to be submitted directly to the County to review and distribute.
- B. The Contractor on this project shall provide submittals in accordance with the requirements of this section. Where the Contractor requires a submittal but assistance is required from others, the Contractor shall participate and cooperate to expedite each submittal.
- C. Where submission of samples, shop drawings, or other items are required from suppliers or subcontractors, it shall be the responsibility of the Contractor to see that the submittal items required are complete and properly submitted at the time and in the order required so as not to delay the progress of the Work.
- D. The Contractor shall check shop drawings, samples, and other submittals and submit them to the Engineer with a letter of transmittal giving his approval, comments, and suggestions.
- E. Sequentially number the transmittal forms, submittal materials, and subsequent correspondence concerning a submittal with the submittal number established in the Submittal Schedule. Resubmittals shall have the original submittal number with an alphabetic suffix.
- F. Mark each component of submittal with a permanent label for identification. Provide the following information on the label as required:
  - 1. Project Name
  - 2. Submittal Number (as outlined above)
  - 3. Date

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SUBMITTALS**

4. Name and Address of Engineer
  5. Name and Address of General Contractor
  6. Name and Address of Subcontractor
  7. Name and Address of Supplier
  8. Name of Manufacturer
  9. Number and Title of Related Specification Section
  10. Drawing Number and Detail References as Necessary
  11. Similar definitive Information as Necessary
- G. Apply Contractor's stamp, signed and dated, certifying that review, verification of product required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- H. Deliver submittals to Manatee County project management. Coordinate submission of related items.
- I. Specifically note and identify submittals that have variations from Contract Documents and product or system limitations, no matter how minor, which may be detrimental to successful performance of the completed Work.
- J. Provide space for Contractor's and Engineer's review stamp.
- K. Revise and resubmit submittals as required, identify changes made since previous submittal.
- L. Distribute copies of reviewed submittals to concerned parties, including: subcontractors, suppliers, fabricators, manufacturer's, installer, and others as required for proper performance of the Work.
- M. Instruct parties to report inability to comply with provisions promptly.
- N. Prevent incorporation into the Work products requiring submittal, until the Engineer has approved such submittal.
- O. Do not reproduce Contract Documents as the basis of the submittal.
- P. Maintain copies of approved submittals at the project site for quality control comparisons throughout the course of performing the Work.
- Q. The Contractor shall prepare and review, stamp with his approval, and submit, with reasonable promptness or within the specified time periods and in orderly sequence so as to cause no delay in the Work, submittals required by these Contract Documents or subsequently required by modifications.
- R. The Engineer shall review and take action on submittals with reasonable promptness, to cause no delay in the progress. A reasonable period for review and action to submittals shall be as specified herein, but in no case shall it be less than ten (10) calendar days from the time it is received by Engineer until the time the submittal is marked and forwarded or returned. Contractor shall allow sufficient mailing time for submittals.

**1.04 Proposed Products List**

- A. Within fifteen (15) days after date of Contract Agreement, submit complete list of products proposed for use, with name of manufacturer, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, model or catalog designation, and reference standards.

**SECTION 01300  
SUBMITTALS**

**1.05 Required Submittals**

**A. List of Subcontractors, Suppliers, and Manufacturers**

1. A list of the major subcontractors to be used on this project shall be submitted by Contractor with his/her bid. The list shall be Complete with names, street addresses, city, state, and zip code and shall include requested subcontractors, suppliers, and manufacturers.
2. The Contractor shall submit a complete list for all areas of Work where subcontractors, suppliers, manufacturers, fabricators, shop drawings, and samples, including products and colors are required as submittals on this Project. The Contractor shall complete this requested list and provide six (6) copies to Manatee County.
3. In addition to the names of subcontractors, suppliers and manufacturers, the Contractor shall be aware of the required dates that shop drawings and samples are to be submitted for approval and the critical date for delivery. Dates submitted for shop drawings and samples shall be realistic and be coordinated with the Progress Schedule for critical dates that affect the progress of Construction.

**B. Construction Schedules**

1. The Contractor, in cooperation with the subcontractors on the Project, shall prepare and submit two (2) copies of a proposed schedule of construction for the entire Work for review by Manatee County. Schedule shall be submitted at the time of the pre-construction meeting. After review by Manatee County, the Contractor shall provide two (2) copies to each subcontractor working on this project.
2. The Progress Schedule shall be prepared in bar chart format and submitted to Manatee County prior to first progress payment request.
3. Content of Progress Schedule shall be coordinated with the Contractor's Schedule of Values and List of Shop Drawings and Samples. Provide a complete sequence of construction by activity for each item of work.
4. Progress Schedule shall be regularly reviewed at the progress meetings and updated as required. Date and time of completion shall remain unchanged unless revised by Change Order and the requirements of the General and Supplementary Conditions.
5. Failure to Make Adequate Progress: If the Contractor fails to make progress which , in the opinion of Manatee County, is not adequate to assure timely completion of the Project, Manatee County, in its sole discretion may, in addition to other remedies:
  - a. Require the Contractor to utilize additional work force, equipment, or materials.
  - b. Require the Contractor to utilize overtime on certain activities.
  - c. Withhold progress payments in whole or in part according to the provision of the General Conditions.

**C. Schedule of Values**

1. Contractor shall prepare and submit to Manatee County a Schedule of Values for review within fourteen (14) days after issuance of the Notice to Proceed. The Schedule of Values shall consist of a complete breakdown of the Contractor's contract sum showing the various items of the Work, divided to facilitate the approval of payments to the Contractor for work completed. The Schedule of Values shall be prepared on AIA Document G703, Continuation Sheet, showing the breakdown of items of Work and supported by such data to substantiate its correctness as Manatee County may require.



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SUBMITTALS**

2. The contract breakdown shall be the same form as that to be used in submitting request for payments. Each item of work shall have indicated a separate cost for labor and materials. This schedule, when reviewed by Manatee County shall be used as the basis of approving payments along with establishing percentages of Work complete.
3. Schedule of Values shall be coordinated with the Construction Schedules such that the percentages of Work completed closely relate to the values for Work shown on the request for payments. At the beginning of the Project, the Contractor shall prepare a schedule of monthly payments showing the amount the Contractor may require for the Work proposed to be completed. The purpose of this schedule is to allow Manatee County to determine what amounts of funds will be required to have available each month during the progress of construction for progress payments.
4. Where work is to be performed in phases, the Schedule of Values shall also be prepared in phases.

**D. Project Use Site Plan**

1. Contractor shall prepare a proposed project use site plan and submit two (2) copies to Manatee County for review.
2. Contractor shall confine operations at the site to boundaries within the areas indicated and as accepted by Manatee County and as permitted by law, ordinances, and permits. Site shall not be unreasonably encumbered with materials, products, or construction equipment.

**E. Shop Drawings and Product Use**

1. Shop drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data which are prepared by the Contractor or a subcontractor, manufacturer, supplier, or distributor and which illustrates some portion of the Work. Reproduction of the contract documents for submission as shop drawings will be returned to the Contractor without review.
2. Product data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the Work.
3. When professional certification of performance criteria of materials, systems, or equipment is required by the Contract Documents, the Owner shall be entitled to rely upon the accuracy and completeness of such calculations and certification.
4. By approving and submitting shop drawings, product data, and similar submittals, the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers, and similar data, and that he has checked and coordinated each shop drawing with the requirements of the work and of the Contract Documents prior to submitting. Submittals not properly checked and approved by the Contractor prior to submitting will be returned without approval, requiring resubmittal.
5. Contractor shall make corrections required and shall resubmit the required number of corrected copies of shop drawings until approved. Contractor shall direct specific attention in writing or on resubmitted shop drawings, to revisions other than the corrections requested on previous submissions.
6. Manatee County will review shop drawings only for conformance with the design concept of the Project and with the information given in the Contract Documents.
7. Manatee County's review of shop drawing shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless Contractor has

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informed Manatee County in writing of such deviation at the time of submission and Manatee County has given written approval to the specific deviation, nor shall Manatee County's action relieve the Contractor from responsibility for errors or omissions in the shop drawings.

8. Notations and remarks added to shop drawings by Manatee County are to insure compliance to Drawings and specifications and do not imply a requested or approved change to contract cost.
9. Should deviations, discrepancies, or conflict between shop drawings and contract drawings and specifications be discovered, either prior to or after review, Contract Documents shall control and be followed.
10. The following number of shop drawings and product data submittals shall be made on this project. Where an insufficient number of copies are submitted, no action will be taken until the proper number of copies has been received. Additional copies beyond the number required will be discarded.

Schedule of Required Shop Drawings and Product Data

Six (6) Copies Required, Breakdown as Follows:

- One (3) copy –Manatee County's office file
  - One (1) copy – Contractor's office file
  - One (1) copy – Field copy (Job Record)
  - One (1) copy – Supplier or Subcontractor
11. Required shop drawings to be submitted shall include the list below and all other submittals required in each individual section.
    - Site Plan and Schedule
    - Steel Layout and Mill Certificates
    - Gutter and downspout layout, design, and calculations
      - Shall be signed and sealed by Florida Professional Engineer
      - Shall indicate a minimum sloping, sizes, spacing of downspouts, type and spacing of fasteners, materials
    - Coatings
  12. Shop drawings will be marked as follows: Contractor shall take the following action for each respective marking:
    - a. APPROVED – Copies will be distributed as indicated under above schedule.
    - b. "APPROVED AS NOTED" – Contractor may proceed with fabrication, taking into account the necessary corrections. Corrected shop drawings shall be resubmitted before each fabrication of that Work is completed.
    - c. "REJECTED" -- Contractor will be required to resubmit shop drawings in their entirety. No fabrication or installation shall be started until shop drawings so marked have been completely revised, resubmitted and marked by Manatee County according to preceding Paragraph 1 or 2.

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- d. "REVISE AND RESUBMIT" – Contractor will be required to make the corrections noted and resubmit. No release of products or fabrication shall be performed until the revised data is furnished and approved according the Paragraphs 1 or 2.
- e. "SUBMIT SPECIFIC ITEM"-- Contractor is directed that if the product submitted does not satisfy the requirements of the documents this particular product should not be resubmitted. Contractor should resubmit on a product as recognized in the documents as meeting the project requirements.

**F. Manufacturer's Instructions**

- 1. Where specified in individual Specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting and finishing, in quantities specified for product data.
- 2. Identify conflicts between manufacturer's instructions and Contract Documents.

**G. Manufacturer's Certificates**

- 1. When specified in individual Specification Sections, submit manufacturer's certificate to Manatee County for review, in quantities specified for product data.
- 2. Indicate material product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- 3. Certificates may be recent or previous test results on material or products, but must be acceptable to Manatee County.

**H. Miscellaneous Submittal**

- 1. Inspection and test Reports: Classify each inspection and test report as either a "shop drawing" or "product data" depending upon whether the report is specifically prepared for the Project, or a standard publication of workmanship testing at the point of production. Process inspection and testing reports accordingly.
- 2. Standards: Where submittal of a standard is required, and where copies of the standards are specified as an integral part of "Product Data" submittal, submit a single copy of the standard to Manatee County for his use.

**PART 2 – PRODUCTS** (Not Applicable)

**PART 3 – EXECUTION** (Not Applicable)

**END OF SECTION 01300**

**SECTION 02070  
SELECTIVE DEMOLITION**

**PART 1 – GENERAL**

**1.01 Related Documents**

- A. Drawings and general provisions of Contract, including General Supplementary Conditions and Division – 1 Specification sections, apply to work of this section.

**1.02 Summary**

- A. Provide labor, materials, equipment and supervision necessary to complete the following:
  - 1. Required demolition of designated existing structural steel fascia elements – C12x20.7 and 5x3x5/16 angle.
  - 2. Removal of all existing gutters and downspouts, including all gutter flashing and fasteners.
  - 3. Demolition work shown on the drawings, including schedules, notes and details.

**1.03 Notification to Manatee County of Utility Lines and Equipment**

- A. Notify Manatee County or local authority owning conduits, wires, pipes or equipment that is affected by demolition.
- B. Arrange for removal or relocation of affected items and pay fees or costs in conjunction with removal or relocation, except as otherwise noted.
- C. If asbestos or other abatable substance is discovered during excavation, Manatee County shall be notified immediately prior to the continuance of the work as defined under this section. All activity involving asbestos containing materials including demolition shall be designed and performed in compliance with Chapter 445, Florida Statutes.

**1.04 Protections**

- A. Prior to starting demolition operations, provide necessary protections of existing spaces to remain.
- B. Manatee County will be continuously occupying areas of the building immediately adjacent to areas of selective demolition.
  - 1. Conduct demolition work in a manner that will minimize disruption of the Convention Center's normal operation.
  - 2. Provide protective measures as required to provide free and safe passage of Convention Center's personnel and general public to occupied portions of the facilities.
  - 3. Provide minimum of 72 hours advance notice to Manatee County of demolition activities that will influence Convention Center's normal operations.
- C. Manatee County assumes no responsibility for actual condition of items to be demolished. Conditions at time of commencement of contract will be maintained by Manatee County as practicable
- D. Protect existing finish work that is to remain in place and becomes exposed during demolition operations.

**1.05 Coordination**

- A. All demolition work shall be coordinated with related trades.
- B. Demolition shall be accomplished in conjunction with the phasing requirements established in the related section.

**SECTION 02070  
SELECTIVE DEMOLITION**

**PART 2 – PRODUCTS (not applicable)**

**PART 3 – EXECUTION**

**3.01 Preparation**

- A. Verify that abandoned utilities have been properly disconnected and capped.
- B. Verify that required barricades and other protective measures are in place.
- C. Provide necessary shoring, bracing, and other precautions required to properly support existing structure during cutting and demolition operations.
- D. Photograph existing conditions of structure, surfaces, equipment or surrounding areas which could be misconstrued as damage resulting from selective demolition work; submit photographs and written report of existing damage to Manatee County prior to starting work. Repair to existing facilities shall be provided by the Contractor at no cost to Manatee County unless such documentation is provided.

**3.02 Demolition Operations**

- A. Comply with precautions and procedures specified in the summary of work.
- B. Cut and remove elements as designated in the project specification herein, or at the direction as determined by the Engineer.
- C. Execute demolition in a careful and orderly manner with least possible disturbance or damage to adjoining surfaces and structure.
- D. Exercise extreme caution in cutting and demolition of portions of existing structure. Do not cut or remove structural members for any reason without advance notification and approval of Engineer.
- E. Avoid excessive vibrations in demolition procedures that would be transmitted through existing structure and finish materials.
- F. Contractor shall maintain a dust free operation and remove debris from work areas.
- G. If hazardous materials are encountered during demolition operations, comply with applicable regulations, laws, and ordinances concerning removal, handling and protection against exposure or environmental pollution.

**3.03 Disposal**

- A. Materials, equipment and debris resulting from demolition operations shall become property of Contractor. Remove demolition debris at least once each day in accordance with applicable City, State, and Federal Laws.
- B. Cover debris in truck with approved netting to prevent spillage while being transported.

**SECTION 02070  
SELECTIVE DEMOLITION**

- C. Do not store or burn materials on site. Remove combustible waste materials in a manner approved by local Fire Department. Remove, handle and dispose of any hazardous waste and debris in accordance with applicable City, State, and Federal Laws.
- D. Transport demolition debris to off-site disposal area and legally dispose of debris.
- E. Use street routes specifically designated by City for hauling debris.

**3.04 Cleaning and Repair**

- A. Leave building broom clean and free of debris.
- B. Repair demolition performed in excess of that required. Return structures and surfaces not designated for alteration to condition existing prior to commencement of selective demolition.
- C. Keep areas clean during the repair operation. Remove and clean promptly,
- D. Collect and maintain the site in a clean, safe, and orderly condition.
- E. Remove debris daily from the site.

**END OF SECTION 02070**

**SECTION 05120  
STRUCTURAL STEEL**

**PART 1 – GENERAL**

**1.01 Related Documents**

- A. Drawings and general provisions of the Contract, including general and supplementary conditions and Section 09900 specification sections, apply to this section.

**1.02 Summary**

- A. This Extent of structural steel work is shown on drawings, including schedules, notes and details to show size and location of members, typical connections and type of steel required. Structural steel is that work defined in AISC "Code of Standard Practice," that support design loads and as otherwise shown on drawings

**1.03 Quality Assurance**

- A. Codes and Standards: Comply with the provisions of the following, except as otherwise indicated:
1. AISC "Specifications for the Design, Fabrication, and Erection of Structural Steel for Buildings". Including the "Commentary" and Supplements thereto as issued.
  2. AWS D1.1 "Structural Welding Code".
  3. ASTM A6 "General Requirements for Delivery of Rolled Steel Plates, Shapes, Sheet Piling and Bars for Structural Use".
  4. ASTM A-36 - Standard specification for structural steel.
  5. ASTM A-123 - Specifications for Zinc (Hot-dip Galvanized) Coatings on Iron and Steel Products.
  6. ASTM A-325 - Standard specification for high-strength bolts for structural steel joints, including suitable nuts and plain hardened washers.
  7. ASTM A-572 - Specification for high strength low alloy Columbium-Vanadium steel of structural quality
  8. RCSC's "Specifications for Structural Joints Using ASTM A 325 or A 490 Bolts."
- B. Qualifications for Welding Work: Qualify welding processes and welding operators in accordance with AWS "Standard Qualification Procedure". Welders to be employed in work shall have certifications of passing with satisfactory marks in accordance with structural welding code of the Engineer. AWS and AISC standard qualification tests within previous 12 months. If re-certification of welders is required, retesting will be Contractor's responsibility.
- C. Field Quality Control: Contractor shall engage the services of an independent testing agency, acceptable to the testing to be preformed at locations where fabrication of components for this project is occurring.
- D. Welding: Inspect the test during fabrication of structural steel assemblies. Include shop fabrication and field erection.
- E. Certify welders and conduct inspections and tests as required. Record types and location of defects found in work. Record work required and formed to correct deficiencies. Perform visual inspection of all welds and welding processes. All full penetration welds shall be inspected radiographically.
- F. Field Bolted Connections: Check by calibrated torque wrench method by testing to be performed by independent testing agency.

**SECTION 05120  
STRUCTURAL STEEL**

- G. Fabricator shall be a member of the AISC quality certification program, and shall have a minimum certification as Category I "Conventional Steel Structures".

**1.04 Delivery, Storage and Handling**

- A. Store materials to permit easy access for inspection and identification. Keep steel members off ground and spaced by using pallets, dunnage, or other supports and spacers. Protect steel members and packaged materials from corrosion and deterioration. Include recommendations by the manufacturer for storing and condition the specified products.
1. Store fasteners in a protected area. Clean and re-lubricate bolts and nuts that become dry or rusty before use or installation.
  2. Do not store materials on structure in a manner that might cause distortion, damage, or overload to members or supporting structures. Repair or replace damage materials or structures as directed.

**1.05 Coordination**

- A. The Contractor is responsible for all dimensions of the steel work and shall check the structural drawings in relation to all other drawings and shall verify all dimensions in relation with other work and field conditions. Contractor is responsible for proper alignment and fit of the work and if discrepancies are noted between the various drawings and work, the Contractor shall notify the Engineer immediately in writing and shall not proceed until so directed.
- B. Furnish anchorage items to be embedded in or attached to other construction without delaying the Work. Provide setting diagrams, sheet metal templates, instructions, and directions for installation.

**1.06 Submittals**

- A. Submit sufficient shop drawings for structural steel, connections, and any related work to Manatee County for review. Submit drawings in accordance with General Conditions & Supplementary General Conditions. Obtain acceptance of drawings prior to fabrication of any material or proceeding with the work. Shop drawings for structural steel and components shall indicate assembly diagrams, cuts, splices, camber, holes, shapes, dimensions, connections, and details of accessories. Complete placement plans and details shall be included.
1. Indicate welds by standard AWS symbols, distinguishing between shop and field welds, and show size, length, and type of each weld.
  2. Indicate type, size, and length of bolts, distinguishing between shop and field bolts.
- B. The omission for shop drawings of any materials shown on the original structural drawings or called for by these specifications shall not re-lieve the Contractor of the responsibility for furnishing and installing such materials, even though such drawings may have been returned without comment.
- C. Welding Certificates
- D. Qualification Date for installer and fabricator.
- E. Mill test reports signed by manufacturers certifying that the following products comply with requirements:
1. Structural steel including chemical and physical properties.
  2. Bolts, nuts, and washers including mechanical properties and chemical analysis.



**SECTION 05120  
STRUCTURAL STEEL**

**PART 2 – PRODUCTS**

**2.01 Materials**

- A. Metal surfaces, General: For fabrication of work which will be exposed to view, use only materials which are smooth and free of surface blemishes including pitting, seam marks, roller marks, rolled trade names and roughness. Remove such blemishes by grinding or by welding and grinding, prior to cleaning, treating and application of surface finishes.
- B. Structural Steel Shapes, Plates and Bars: ASTM A36, except where other type steel is indicated on drawings.
- C. Welding Electrodes: Comply with AWS code and requirements. For high strength low alloy steel, provide electrodes, welding rods and filler metals equal in strength and compatible in appearance with parent metal joined.
- D. High-Strength bolts shall be ASTM A325N: nuts shall be ASTM A563: and washers shall be ASTM F 436.
- E. Structural Steel Primer Paint: Fabricator's standard rust inhibiting primer.

**PART 3 – EXECUTION**

**3.01 General**

- A. Prior to fabrication, shop drawings for all structural steel shall be submitted to the County for approval. Submissions shall include sufficient copies and/or reproducible tracings to provide record copies for all parties involved.
- B. Shop drawings used for fabrication or erection shall bear the approval stamp of the Contractor, County, and Engineer and drawings not having such approval stamps shall be removed from the fabrication or erection site and work shall be halted until approved drawings are provided.

**3.02 Preparation**

- A. Accurately survey the existing location, alignment, and elevation of the anchor bolts, bearing plates, and other embedment into concrete or masonry prior to the start of the structural steel erection.
- B. Proceed with installation only after unsatisfactory conditions have been resolved.

**3.03 Fabrications**

- A. Shop fabrication and Assembly: Fabricate and assemble structural assemblies in shop to greatest extent possible.
- B. Fabricate items of structural steel in accordance with the ASIC Specifications and as indicated on final shop drawings.
  - 1. Provide camber in structural members where indicated.
  - 2. Identify high-strength structural according to ASTM A 6 / A 6M and maintain markings until structural steel has been erected and inspected.
  - 3. Properly mark and match-mark materials for field assembly.
  - 4. Fabricate for delivery sequence, which will expedite erection and minimize field handling of materials.

**SECTION 05120  
STRUCTURAL STEEL**

5. Complete structural-steel assemblies, including welding of units, before starting shop-priming operations. Provide finish surfaces of members exposed in final structure free of markings, burrs, and other defects with welds continuous and ground smooth.
- C. Thermal Cutting: Perform thermal cutting by machine to greatest extent possible.
  1. Plane thermally cut edges to be welded to comply with requirements in AWS D1.1
- D. Holes: Provide holes required for securing other work to structural steel and for passage of other work through steel framing members.
  1. Cut, drill, or punch holes perpendicular to steel surfaces, 1/16" larger than bolt. Holes that must be enlarged shall be reamed.
  2. Base-Plate Holes: Cut, drill, mechanically thermal cut, or punch holes perpendicular to steel surfaces.
  3. Weld threaded nuts to framing and other specialty items indicated to receive other work.

**3.04 Shop Connections**

- A. High-Strength Bolts: Shop install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A325 or A490 Bolts" for type of bolt and type of joint specified.
  1. Joint Type: Snug tightened
- B. Weld Connections: Comply with AWS Code for procedures, appearance and quality of welds, and methods used in correcting welding work.
  1. Assemble and weld built –up sections by methods that will produce true alignment of axes without warp.
  2. Verify that weld sizes, fabrication sequence, and equipment used for exposed structural steel will limit distortions to allowable tolerances.

**3.05 Erection**

- A. Inspection: Erector must examine areas and conditions under which structural steel work is to be installed and notify Contractor in writing of conditions detrimental to proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to the Erector.
- B. Layout of Work: Employ a qualified surveyor experienced in survey work to establish permanent vertical and horizontal benchmarks as shown and as necessary for accurate erection of structural steel. Check existing conditions and report discrepancies to the County and Engineer. Do not proceed with erection until corrections have been made or until compensating adjustments to structural steel work have been agreed upon Engineer.
- C. Temporary Shoring and Bracing: Provide temporary guys, shoring, bracing and other supports with connections of sufficient strength to bear imposed construction, wind, and design loads. Remove temporary members and connections when permanent members are in place and final connections are made.
  1. Do not remove temporary shoring supporting composite deck construction until cast-in-place concrete has attained its design compressive strength.
- D. Temporary Planking: Provide temporary planking and working platforms as necessary to effectively complete work.
- E. Field Assembly: Set structural frames accurately to lines and elevations indicated. Align and adjust various members forming a part of a complete frame or structure before permanently fastening. Clean bearing surfaces and other surfaces that will be in permanent contact before assembly.

**SECTION 05120  
STRUCTURAL STEEL**

Perform necessary adjustments to compensate for discrepancies in elevations and alignment. Level and plumb individual members of structure within specified AISC tolerances.

- F. Comply with AISC Specifications for bearing, adequacy of temporary connections, alignment, and removal of paint on surfaces adjacent to field welds. Do not enlarge unfair holes in members by burning or by use of drift pins except in secondary bracing members. Ream holes that must be enlarged to admit bolts.
- G. Gas Cutting: Do not use gas cutting torches in field for correcting fabrication errors in structural framing. Cutting will be permitted only on secondary members that are not under stress, as acceptable to Engineer. Finish gas cut sections equal to a sheared appearance when permitted.

**3.06 Field Connections**

- A. High-Strength Bolts: Shop install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A325 or A490 Bolts" for type of bolt and type of joint specified.
  - 1. Joint Type: Snug tightened
- B. Weld Connections: Comply with AWS Code for procedures, appearance and quality of welds, and methods used in correcting welding work.
  - 1. Verify that weld sizes, fabrication sequence, and equipment used for exposed structural steel will limit distortions to allowable tolerances.

**3.07 Field Quality Control**

- A. Testing Agency: Owner may engage a qualified independent testing and inspecting agency to inspect field welds and high-strength bolted connections.
- B. Bolted Connections: Shop-bolted connections will be inspected according to RCSC's "Specification for Structural Joints Using ASTM A325 or A490 Bolts."
- C. Welded Connections: Field welds will be visually inspected according to AWS D1.1
- D. Correct deficiencies in Work that test reports and inspections indicate does not comply with the Contract Documents.

**END OF SECTION 05120**

**SECTION 07460  
GUTTERS AND DOWNSPOUTS**

**PART 1 – GENERAL**

**1.01 Related Documents**

- A. Drawings, specifications and general provisions of the Contract Documents

**1.02 Summary**

- A. The Contractor shall furnish all labor, materials, tools and equipment to perform installation of galvanized steel gutter systems and galvanized steel downspouts as shown on supplemental drawings and as specified herein. All gutters and downspouts shall be in accordance with the latest edition of the Florida Building Code with applicable supplements. The areas of work will include the following:
  - 1. Contractor shall remove and replace all existing gutters and downspouts on the exterior of the building at sloped roofs
  - 2. New gutter and downspout system color shall be chosen by Manatee County before fabrication.
  - 3. New gutter and downspout system shall be of the dimensions shown in these specifications and drawings.

**1.03 Submittals**

- A. Submittals shall bear a stamp indicating review and approval by Contractor.
- B. Any deviations in the submittals from the requirements of the Project Manual shall be clearly identified in writing by Contractor.
- C. Approval by Manatee County is required before beginning work affected by submittals.
- D. Submittals required by this Section include the following.
  - 1. Manufacturer's current Data Sheets, Specifications, Material Safety Data Sheets and sample warranty for products used under this section.
- E. Intent to Warrant: Provide an Original signed copy of the Manufacturer's Intent to Warrant and a copy of the Manufacturer's Warranty that will be issued at the balance of the Work, prior to the commencement of the Work. Included in the Intent to Warrant shall be a statement that the Manufacturer or Manufacturer's Representative has read and understands the Project Specifications. The Manufacturer shall provide any discrepancies or additions in the specifications to the Manatee County in writing prior to the commencement of the Work. Failure of the Manufacturer to do so shall constitute full acceptance of the Work and shall in no way constitute a breach of the warranty to be provided.

**1.04 Quality Assurance**

- A. Manufacturer Qualifications: minimum five-years (5) documented experience in the manufacturing of galvanized steel gutter systems and downspouts as required for this project.
- B. Installer Qualifications: Installer(s); Company(s) specializing in performing work of this section with a minimum five-year (5) experience history of satisfactory completion and performance of similar work on similar projects. The installer's workers shall be properly trained and skilled in the installation and handling of galvanized steel as required for this project. Install the galvanized steel gutter system and downspouts as per the Manufacturer's specifications and the latest edition of the Florida Building Code with applicable supplements.

**SECTION 07460  
GUTTERS AND DOWNSPOUTS**

- C. Mock-Up: Provide a 12 LF mock-up of the seamless galvanized steel gutter system with a minimum of one galvanized steel downspout or to match the existing conditions for evaluation of installation techniques and workmanship.
1. Location of mock-up shall be designated by Manatee County.
  2. Do not proceed with remaining work until workmanship and color is approved by Manatee County.
  3. Reinstall mock-up area as required to produce acceptable work.

**1.05 Delivery, Storage and Handling**

- A. Store and handle galvanized steel gutter systems, downspouts, and applicable components and accessories in accordance with the manufacturer's instructions.
- B. Protect the products from damage due to the elements, construction traffic, or other hazards, from the time of arrival through the completion of the project.

**1.06 Warranty**

- A. Provide minimum five-year (5), non-prorated labor and materials warranty, issued by CONTRACTOR and product manufacturer. CONTRACTOR's warranty shall include both materials and labor.

**PART 2 – PRODUCTS**

**2.01 Acceptable Manufacturers:**

- A. Manufacturers shall submit products for approval.

**2.02 Materials**

- A. Galvanized Steel Gutter and Galvanized Steel Downspout System:
  1. Provide galvanized steel gutters and galvanized steel downspouts at all existing gutter and downspout locations at sloped roofs. The system shall be able to hold a minimum of 75 lbs. per lineal foot plus 350 pounds concentrated at downspout locations. Configuration and size shall be as indicated in these specifications and drawings.
  2. Shall be signed and sealed by Florida Professional Engineer
- B. Shop Finish, Rain Drainage:
  1. Galvanized Coat of G-90
  2. Direction of water flow shall be as indicated in these specifications and drawings.

**PART 3 – EXECUTION**

**3.01 Examination**

- A. Inspect all areas involved in work to establish extent of work, access and need for protection of surrounding construction.

**SECTION 07460  
GUTTERS AND DOWNSPOUTS**

- B. Verify site conditions are acceptable and ready to receive work.
- C. Commencement of installation will constitute acceptance of existing conditions by Contractor.

**3.02 Installation**

- A. Installation shall be in accordance with manufacturer's recommendations and approved Shop Drawings.
- B. All fasteners heads shall be hot-dipped galvanized or stainless steel. Fasteners shall be coated to match the gutters and downspouts.
- C. Installation shall be straight, plumb and level, accurately fitted and free from distortion or defects.
- D. Protect finishes against damages for the duration of the project.

**3.03 Cleaning**

- A. Remove labels and visible markings.

**3.04 Protection**

- A. Protection of the finished installation shall be the sole responsibility of the Contractor.

**END OF SECTION 07570**

**SECTION 09900  
PAINTS & COATINGS**

A. Roof Deck and Lateral Supports: Surface Preparations:

1. Power wash all ferrous metals: After pressure washing and chloride (salts) removal, existing ferrous metals must be solvent cleaned in accordance with the Society of Protective Coatings Standard, SSPC SP-1. Change cleaning rags often. Dispose of all rags in accordance with local, county, state and EPA regulations.
2. Any existing rust or loose and failed coatings will be removed by abrasive blast cleaning to conform to the standards set forth by SSPC-SP 6/NACE # 3 Commercial Blast Cleaning. Use a sharp angular abrasive capable of achieving a surface profile of 2.0 mils. Containment may be necessary to prevent airborne aggregate from escaping the immediate work area. Profile depth shall be verified by using X-Course, (1.5-4.5 mil) Press-O-Film profile tape manufactured by Testex.
3. All residue produced by this or any other surface preparation procedures will be completely removed from the surface and surrounding area prior to any other procedure. Dry-air blow-off VIA a compressor with an in-line moisture/oil separator shall be used to remove any/all extraneous aggregate from all surfaces scheduled for painting.
4. Any area that presents difficulty in reaching will be treated with a pre-approved rust conversion primer, applied by label direction. In most instances, rust must be present for the converter to perform as formulated by converting ferrous oxide (rust) to a stable iron complex.
5. Pay particular attention to back-to-back angles, bolt configurations and all welds. "Stripe Coat" all welds/bolt configurations and allow primer to dry by direction prior to complete prime coat installation.
6. Surface temperature must be 5° F above critical dew point prior to any coatings procedure.

B. Roof Deck and Lateral Supports: Finish Coat(s)

1. First Coat: Install Macropoxy # 646 Fast Cure Epoxy VIA an airless sprayer with 30-1 pump ratio at 2800-3000 psi with a 60 mesh filter. Thinning as needed, (10%) with Reducer R7K11. Thinning of by 10% increases the wet film requirements by 10%. Install Macropoxy # 646 Fast Cure Epoxy at 7.0-13.5 wet mils/5.0-10.0 dry mils. Theoretical coverage will be 116-232 square feet per gallon. Material is supplied in a (2) gallon kit.
2. Second Coat: Dry air blow-off required prior to second coat. Install as above after eight hours dry time, (77F).
3. Do not paint unless surface temperature and air temperature are below 140 degrees F. Relative humidity is 85% maximum.
4. If the substrate is exposed to UVA/UVB radiation, omit second coat of Macropoxy # 646 and install one coat of Sherwin Williams Hi-Solids Polyurethane B 65 Series by direction: Install Hi-Solids Polyurethane at 4.5-6.0 mils wet mils/3.0-4.0 dry mils. Theoretical coverage is 260-347 square feet per gallon. **(B)**

	WFT	DFT	THEO/COV/SF
First Coat: SW # 646 Fast Cure Epoxy:	7.0-13.5	5.0-10.0	118-232
Second Coat: SW # 646 Fast Cure Epoxy:	7.0-13.5	5.0-10.0	118-232
<b>(B)</b> Second Coat: If Substrate is Exposed:	4.5-6.0	3.0-4.0	260-347

**Total DFT=10.0-20.0 Mils**

**(B) Total DFT=8.0-14.0 Mils**

**SECTION 09900  
PAINTS & COATINGS**

Dry film thickness requirements shall be verified by the use of a calibrated De Felsko 6000 FN-2 Ultrasonic Gage. All methods of testing shall conform to the latest addition of ASTM- D7091 - 05 Standard Practice for Non-Destructive Measurement of Dry Film Thickness of Non-Magnetic Coatings Applied to Ferrous Metals and Non-Magnetic, Non-Conductive Coatings Applied to Non-Ferrous Metals.

**MIX ALL COMPONENTS BY DIRECTIONS LISTED ON THE PRODUCT DATA SHEETS.**

**NOTE: FOLLOW ALL SAFETY PRECAUTIONS LISTED IN THIS PRODUCTS MSDS SHEETS.**





1

**SITE PLAN**

SCALE: NTS



DENOTES AREA OF WORK

Project Name:

**MANATEE COUNTY CIVIC CENTER**  
 1 HABEN BOULEVARD  
 PALMETTO, FL 34221

Drawn: DP

Checked: TB

KCS File#: 09DS-0050.007

Scale: SEE SHEET

Date: 2010-04-30



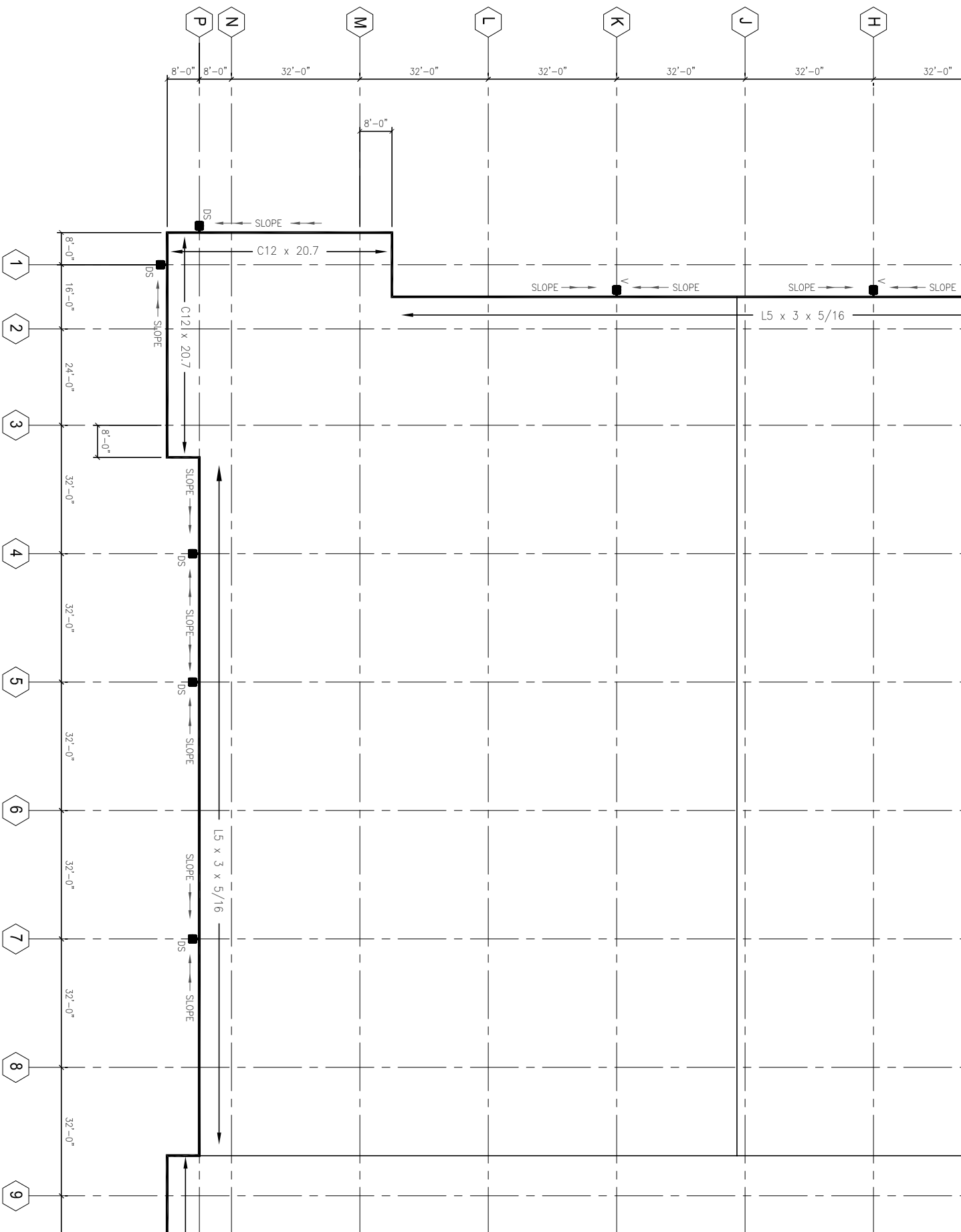
Karins  
 Engineering  
 Group, Inc.  
 FL Cert. of Auth. # 8371  
 2017 Fisera Drive  
 Sarasota, FL 34231  
 (941) 927-8525 Fax: (941) 927-8075  
 John F. Bonica, PhD, PE  
 FL Registration # 63063

SW1

TO THE BEST OF MY KNOWLEDGE  
 AND ABILITY, THE COMPLETED  
 STRUCTURE DEPICTED ON THESE  
 PLANS COMPLIES WITH APPLICABLE  
 MINIMUM BUILDING CODES.

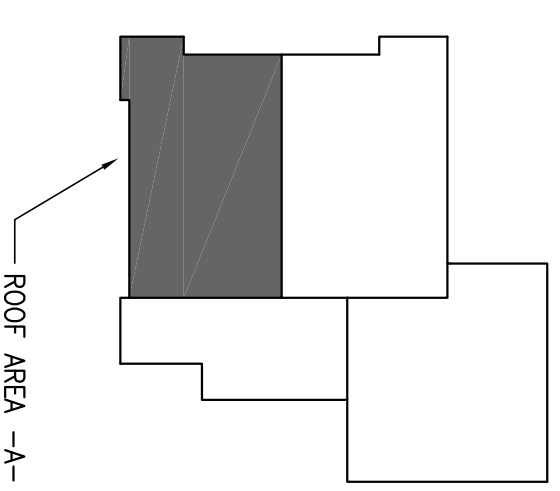
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**S0.1**



**1**  
**ROOF PLAN**  
**AREA -A-**  
 SCALE: 1/32" = 1'-0"

- NOTE:**
1. INDICATES SLOPE OF GUTTERS TO DOWNSPOUT. (SLOPING SHALL BE A MIN. OF 1/16" PER 12" OR .05% SLOPE)
  2. INDICATES NEW 5"x5" SQUARE DOWNSPOUT w/ SLOPE SEGMENT. (SEE ELEVATION 1/S5.0 OF DOWNSPOUT)
  3. INDICATES NEW 5"x5" SQUARE VERTICAL DOWNSPOUT.
  4. ALL C12x20.7 & L5x3x5/16 SHOWN ON PLAN ARE LOCATIONS OF EXISTING PERIMETER STEEL AND SHALL BE REMOVED AND REPLACED WITH NEW C12x20.7



**ROOF KEY PLAN**  
 SCALE: NTS

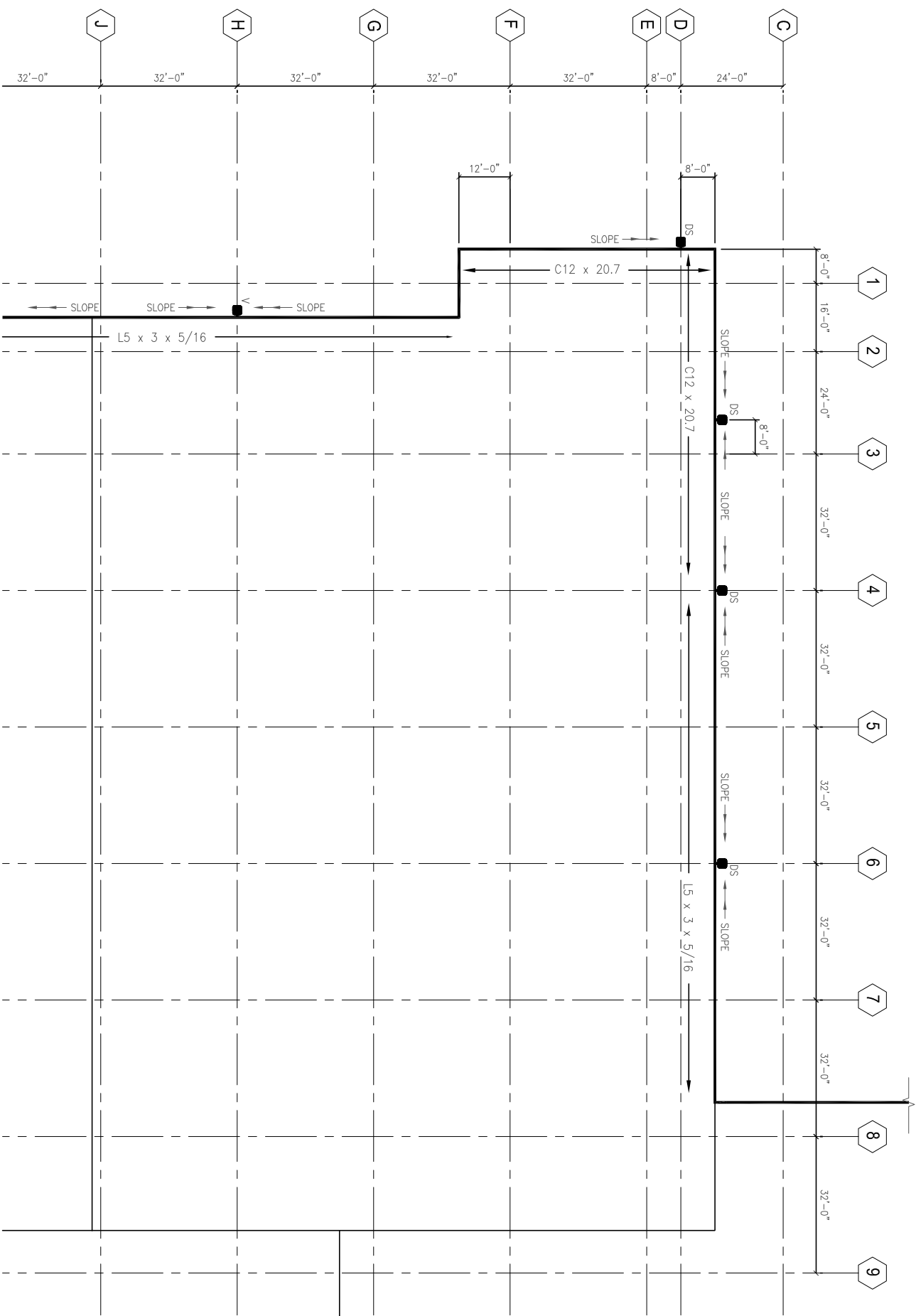
Project Name:  
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 PALMETTO, FL 34221

Drawn: DP  
 Checked: TB  
 KES File#: 09DS-0050.007  
 Scale: SEE SHEET  
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**Kartins Engineering Group, Inc.**  
 FL. Cert. of Auth. #8371  
 2017 Fisera Drive  
 Sarasota, FL 34231  
 (941) 927-8525 / Fax (941) 927-8075  
 John F. Bonacci, Ph.D., PE  
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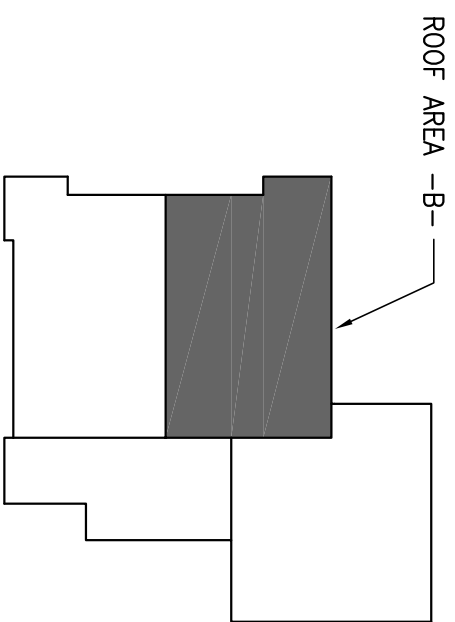
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Sheet No.: **S1.0**



**ROOF PLAN**  
**AREA -B-**  
**1**  
SCALE: 1/32" = 1'-0"

- NOTE:**
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  - INDICATES NEW 5'x5" SQUARE VERTICAL DOWNSPOUT.
  - ALL C12x20.7 & L5x3x5/16 SHOWN ON PLAN ARE LOCATIONS OF EXISTING PERIMETER STEEL AND SHALL BE REMOVED AND REPLACED WITH NEW C12x20.7



**ROOF KEY PLAN**  
SCALE: NTS

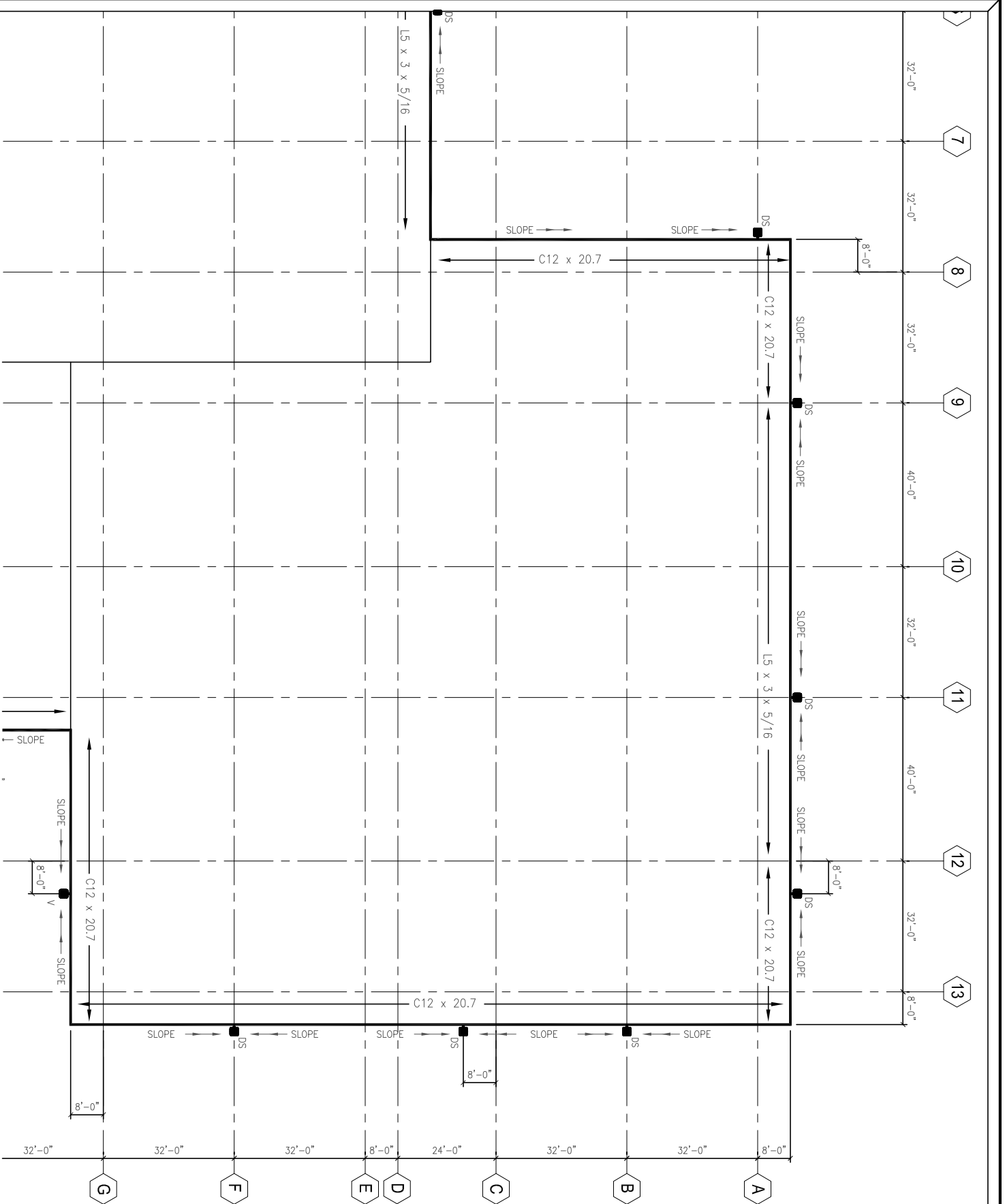
Project Name:  
**MANATEE COUNTY CIVIC CENTER**  
1 HABEN BOULEVARD  
PALMETTO, FL 34221

Drawn:	DP
Checked:	TB
KES File#:	09DS-0050.007
Scale:	SEE SHEET
Date:	2010-04-30

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Engineering  
Group, Inc.  
FL. Cert. of Auth. # 8371  
2017 Florida Drive  
Sarasota, FL 34231  
(941) 927-8525 / Fax (941) 927-8075  
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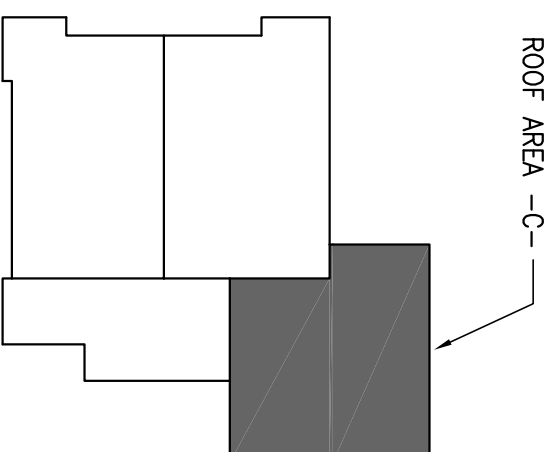
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Sheet No.:  
**S2.0**



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**ROOF PLAN**  
**AREA -C-**  
 SCALE: 1/32" = 1'-0"

- NOTE:**
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  4. ALL C12x20.7 & L5x3x5/16 SHOWN ON PLAN ARE LOCATIONS OF EXISTING PERIMETER STEEL AND SHALL BE REMOVED AND REPLACED WITH NEW C12x20.7



**ROOF KEY PLAN**  
 SCALE: NTS

**MANATEE COUNTY CIVIC CENTER**  
 1 HABEN BOULEVARD  
 PALMETTO, FL 34221

Project Name:

Drawn: DP  
 Checked: TB  
 KES File#: 09DS-0050.007  
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 Date: 2010-04-30



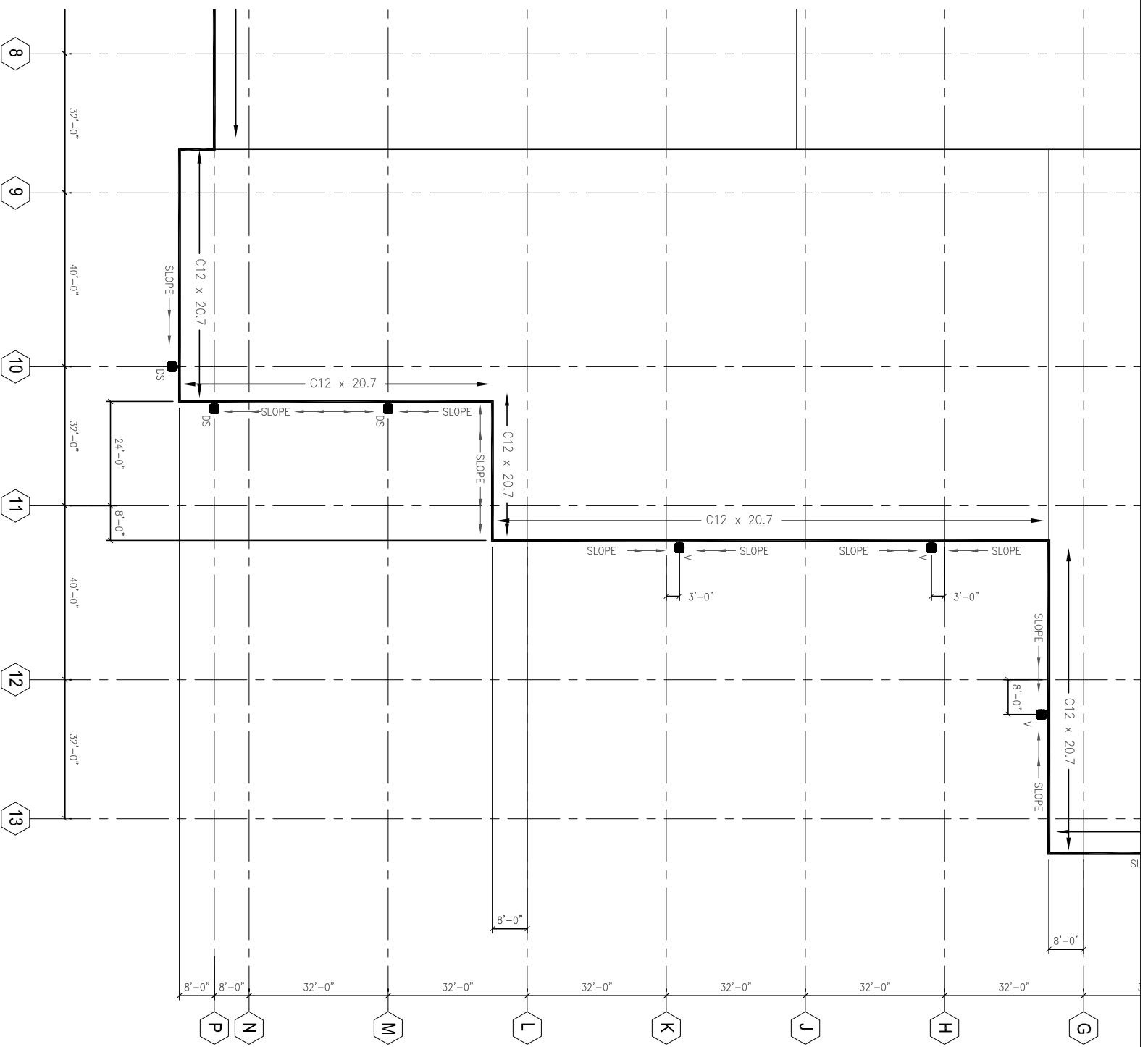
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 Group, Inc.  
 FL Cert. of Auth. # 8371  
 2017 Fisewa Drive  
 Sarasota, FL 34231  
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 John F. Bonacci, Ph.D., PE  
 FL Registration # 63063

S&L

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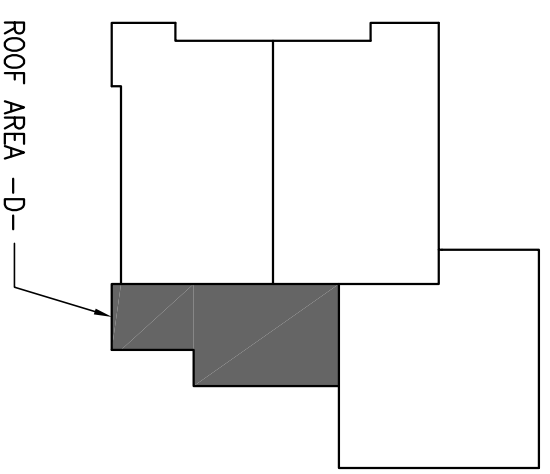
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**ROOF PLAN**  
**AREA-D-**  
 SCALE: 1/32" = 1'-0"

- NOTE:**
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**ROOF KEY PLAN**  
 SCALE: NTS

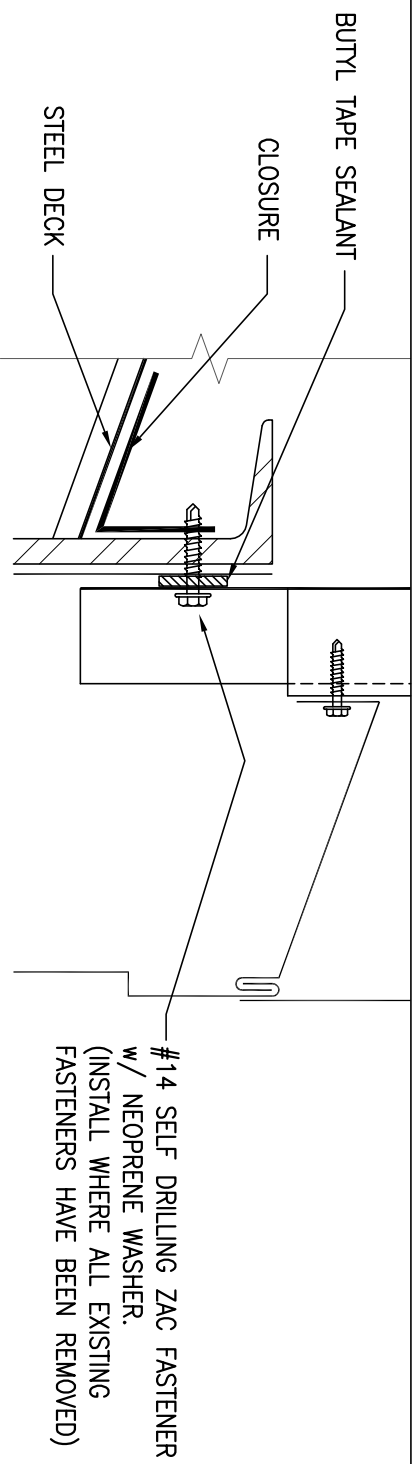
Project Name:  
**MANATEE COUNTY CIVIC CENTER**  
 1 HABEN BOULEVARD  
 PALMETTO, FL 34221

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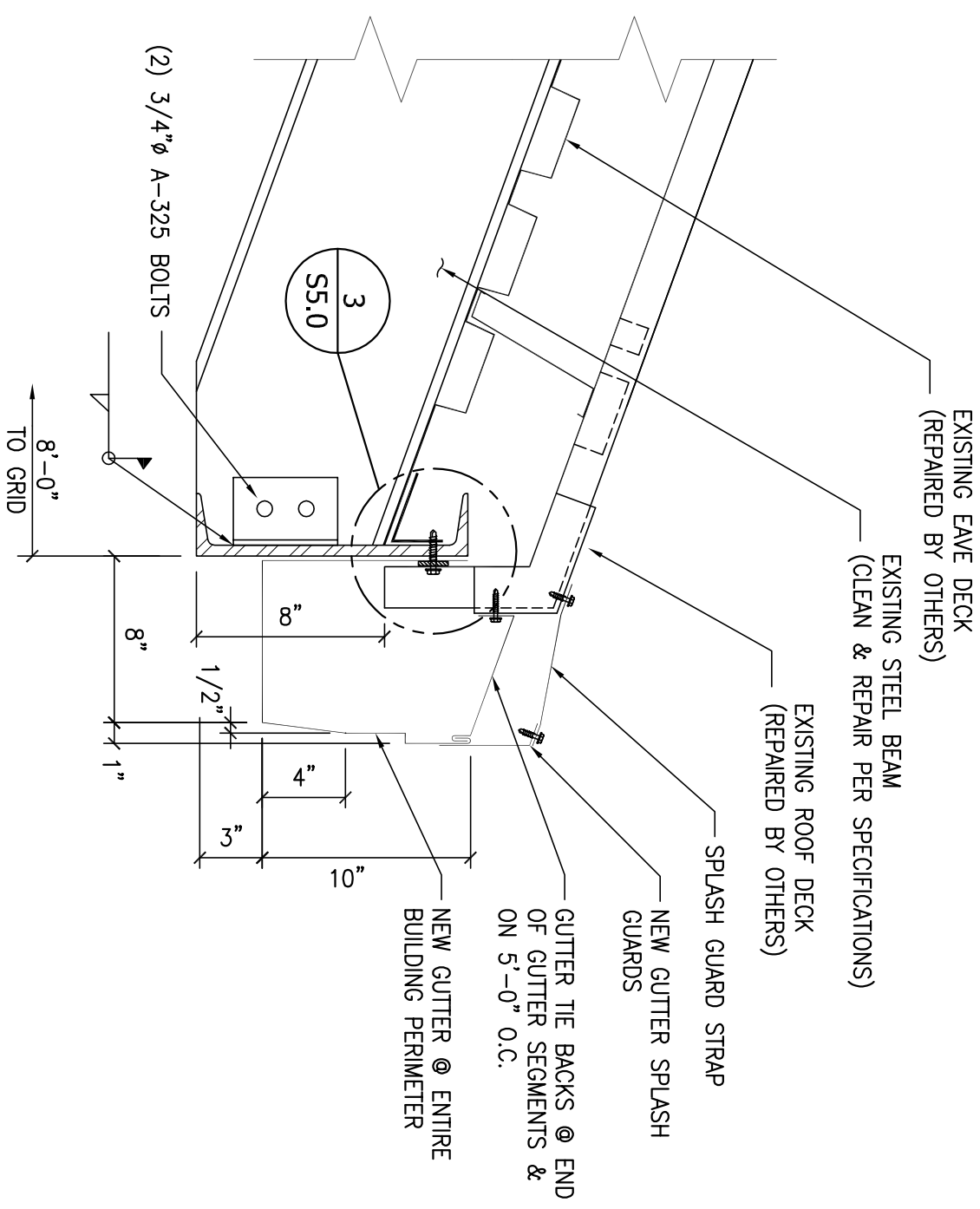
**Karins Engineering Group, Inc.**  
 FL. Cert. of Auth. # 8371  
 2017 Fisera Drive  
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 (941) 927-8525 / Fax (941) 927-8075  
 John F. Bonacci, Ph.D., PE  
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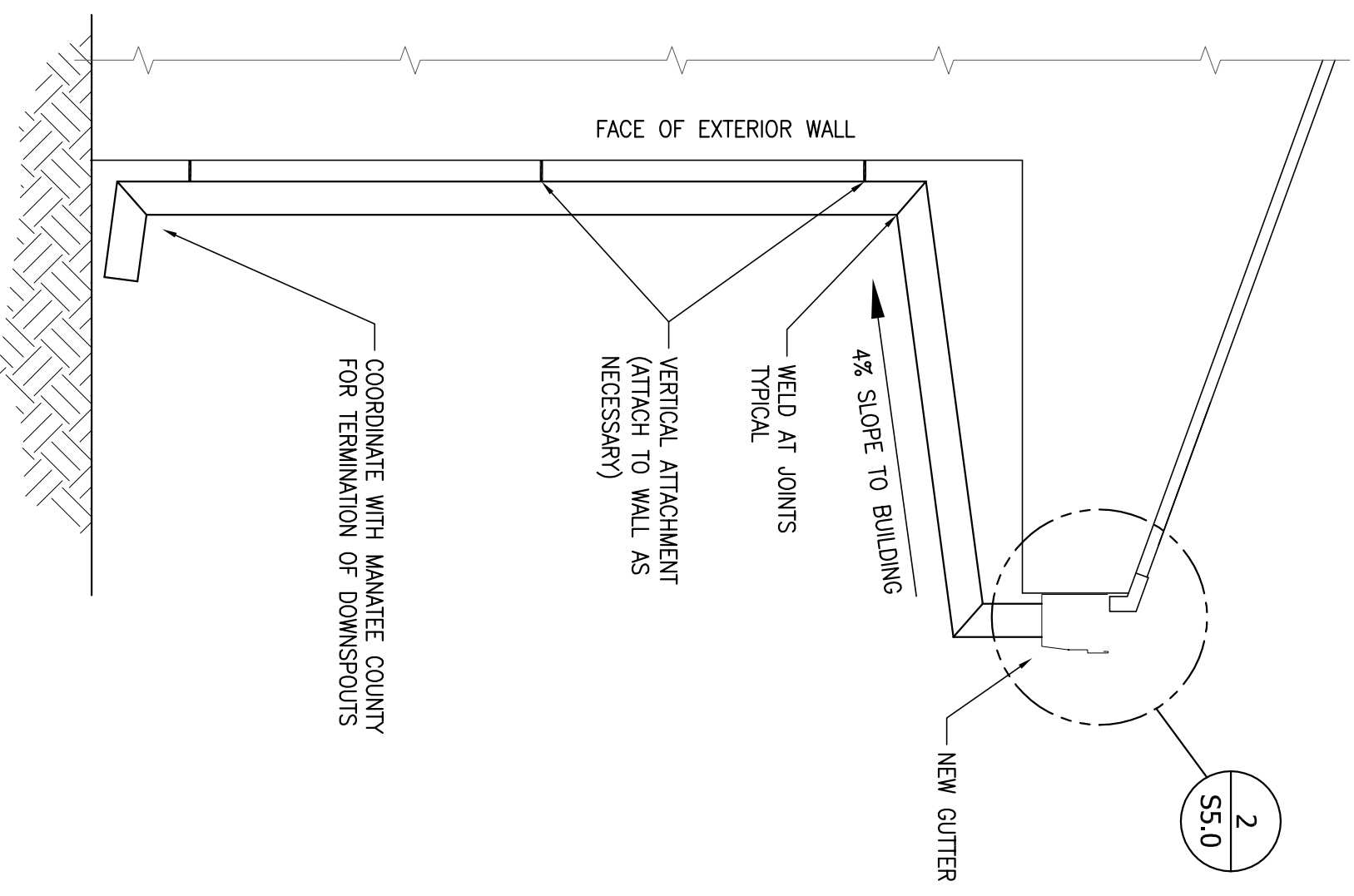
Sheet No.:  
**S4.0**



**3**  
DETAIL - GUTTER MOUNTING  
SCALE: NTS



**2**  
GUTTER DETAIL  
SCALE: NTS



**1**  
ELEVATION - 5"X5" DOWNSPOUT  
SCALE: NTS

Project Name:

**MANATEE COUNTY CIVIC CENTER**  
1 HABEN BOULEVARD  
PALMETTO, FL 34221

Drawn:	DP
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Group, Inc.

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AND ABILITY, THE COMPLETED  
STRUCTURE DEPICTED ON THESE  
PLANS COMPLIES WITH APPLICABLE  
MINIMUM BUILDING CODES.

Sheet No.:  
**S5.0**

# STATEMENT OF NO BID

If you do not intend to bid please complete and return this form immediately to:

Manatee County Purchasing  
1112 Manatee Avenue West, Suite 803  
Bradenton, Florida 34205

We, the undersigned, have declined to bid on Bid No.: 10-2554DC Metal Roof Restoration @ Civic Center for the following reason(s):

- Specifications too restrictive, i.e., geared toward one brand or manufacturer.
- Insufficient time to respond
- We do not offer this product or service
- Our schedule would not permit us to perform
- Unable to meet specifications
- Unable to meet Bond requirement
- Specifications unclear (explain below)
- Unable to meet insurance requirements
- Remove us from your "Bidders List"
- Other (specify below)

REMARKS:

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We understand that if we do not submit a Bid and this Statement of No Bid is not executed and returned, our company may not be contacted by you for this commodity or service.

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

Company Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_  
(Print or type name and title of above signer)

email address: \_\_\_\_\_